

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
PNC Bank, National Association		02/06/2007	CORPORATION: PENNSYLVANIA

**RECEIVING PARTY DATA**

<b>Name:</b>	Winner International, Inc.
<b>Street Address:</b>	32 W. State Street
<b>City:</b>	Sharon
<b>State/Country:</b>	PENNSYLVANIA
<b>Postal Code:</b>	16146
<b>Entity Type:</b>	CORPORATION: FLORIDA

<b>Name:</b>	Winner International Royalty LLC
<b>Street Address:</b>	32 W. State Street
<b>City:</b>	Sharon
<b>State/Country:</b>	PENNSYLVANIA
<b>Postal Code:</b>	16146
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE

**PROPERTY NUMBERS Total: 80**

Property Type	Number	Word Mark
Registration Number:	1577674	SUPER CLUB
Registration Number:	1780833	EAGLE
Registration Number:	1861384	ECONO CLUB
Registration Number:	1790293	ULTRA TRUCK CLUB
Registration Number:	1899572	DOOR CLUB
Registration Number:	1797521	IF THEY CAN'T STEER IT, THEY CAN'T STEAL IT
Registration Number:	1872404	THE CLUB
Registration Number:	2006763	BLIND SPOT

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Registration Number:	1999256	TRUCK CLUB
Registration Number:	2051573	CLUB SHIELD
Registration Number:	2000144	WINNER
Registration Number:	2113031	CLUB
Registration Number:	2218068	COMMUNITY CARWATCH
Registration Number:	2145486	MEGA CLUB
Registration Number:	2130455	WI
Registration Number:	2123907	W
Registration Number:	2273291	
Registration Number:	2697994	PROP CLUB
Registration Number:	2215262	THE 18-WHEELER CLUB
Registration Number:	2235648	
Registration Number:	2381917	UTILITY LOCK COMPACT
Registration Number:	2230443	WSS
Registration Number:	2298832	THE CLUB #1 POLICE RECOMMENDED
Registration Number:	2228564	WINNER STEEL
Registration Number:	2265871	PEDAL LOCK
Registration Number:	2766999	THE ALARM CLUB
Registration Number:	2474229	EXITE
Registration Number:	2375245	EXITE
Registration Number:	2553423	#1 IN SAFETY AND SECURITY PRODUCTS
Registration Number:	2636050	BUHL MANSION
Registration Number:	2489124	DONNA'S DINER
Registration Number:	2771982	WS WINNER STEEL, INC.
Registration Number:	2753513	THECLUB.COM
Registration Number:	2477854	THE CLUB SECURITY SERIES
Registration Number:	2626162	CLICK IT CLUB
Registration Number:	2687184	DR. HOOK
Registration Number:	2646874	THECLUB.COM
Registration Number:	2696887	REFRESH
Registration Number:	3094853	
Registration Number:	2771863	FRESHTRONIC
Registration Number:	1749365	SAFE ENTRY
Registration Number:	1829175	POLICE SAY "USE IT"
Registration Number:	1792512	ULTRA CLUB

Registration Number:	1991487	PREMIER CLUB
Registration Number:	1834565	CLUB
Registration Number:	1791096	AMERICA'S FAVORITE
Registration Number:	1920828	BIKE CLUB
Registration Number:	2207381	THE CLAMP
Registration Number:	2067875	THE SHIELD
Registration Number:	2020932	WINNER
Registration Number:	2124278	DR. HOOK PLUS
Registration Number:	2263930	COMMUNITY CARWATCH
Registration Number:	2135075	MOTORCYCLE CLUB
Registration Number:	2161593	WI
Registration Number:	2164749	THE SPORT CLUB
Registration Number:	2168699	THE COVER
Registration Number:	2535144	
Registration Number:	2196576	THE DESIGNER CLUB
Registration Number:	2261476	KID'S CLUB
Registration Number:	2228038	WINNER STEEL SERVICES
Registration Number:	2298813	THE CLUB
Registration Number:	2293532	WINNER DESTINATIONS
Registration Number:	2398353	THE CLUB SECURITY SERIES
Registration Number:	2294315	WINNER INTERNATIONAL
Registration Number:	2445296	AUTOMOTIVE SECURITY SERIES
Registration Number:	2391424	WI WINNER INTERNATIONAL
Registration Number:	2553415	FUTURERX.COM
Registration Number:	2762075	THE CLUB
Registration Number:	2396001	SAFETY STREET USA
Registration Number:	2669619	WS WINNER STEEL, INC.
Registration Number:	2467787	THE CLUB SECURITY SERIES
Registration Number:	2705138	BE ORIGINAL GET THE ORIGINAL
Registration Number:	2664119	CLICK IT CLUB
Registration Number:	2646816	QUAD LOCK SYSTEM
Registration Number:	2696886	REFRESHABLE
Registration Number:	2696888	REFRESHING
Registration Number:	2739376	FRESH
Registration Number:	2808689	SECURITYWORLD.COM

Serial Number:	75248571	
Serial Number:	75896458	WINNER TITE KOTE

**CORRESPONDENCE DATA**

Fax Number: (412)261-0915  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 412-263-4340  
Email: ipgroup@pbandg.com  
Correspondent Name: Alan G. Towner  
Address Line 1: Pietragallo Bosick & Gordon LLP  
Address Line 2: One Oxford Centre, 38th Fl, 301 Grant St  
Address Line 4: Pittsburgh, PENNSYLVANIA 15219

ATTORNEY DOCKET NUMBER:	WINNE-73911
NAME OF SUBMITTER:	Alan G. Towner
Signature:	/Alan G. Towner/
Date:	02/15/2007

Total Attachments: 3  
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TERMINATION OF PATENT, TRADEMARK AND COPYRIGHT  
SECURITY AGREEMENT

WHEREAS, Winner International, Inc., a Florida corporation, and Winner International Royalty LLC, a Delaware limited liability company, each having an address at 32 W. State Street, Sharon, Pennsylvania 16146 (collectively, the "Borrowers") are the owners of certain trademarks and registrations therefor (the "Trademarks") listed on Schedule A hereto and the goodwill of the Borrowers' businesses associated therewith; and

WHEREAS, pursuant to a certain Patent, Trademark and Copyright Security Agreement dated as of November 12, 2003, between the Borrowers and PNC Bank, National Association (the "Bank"), and recorded with the United States Patent and Trademark Office on November 18, 2003 at Reel/Frame 2754/0844 and on November 25, 2003 at Reel/Frame 2753/0851, the Borrowers granted to the Bank a first priority security interest in and to certain Trademarks, the registrations thereof, and the goodwill associated therewith, as listed on Schedule A; and

WHEREAS, Borrowers are the owners of certain patents listed on Schedule B; and

WHEREAS, pursuant to a certain Patent, Trademark and Copyright Security Agreement dated as of November 12, 2003, between the Borrowers and PNC Bank, National Association (the "Bank"), and recorded with the United States Patent and Trademark Office on November 18, 2003 at Reel/Frame 014128/0888, the Borrowers granted to the Bank a first priority security interest in and to certain Patents as listed on Schedule B; and

WHEREAS, the parties now desire to terminate the Bank's security interest as to the Trademarks listed on Schedule A and the Patents listed on Schedule B.

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises and other good and valuable consideration and intending to be legally bound hereby, the Bank hereby agrees as follows:

Effective as of the date hereof, the Bank hereby releases its security interest and conveys back to the Borrowers all of the Bank's interest as to the Trademarks listed on Schedule A and the goodwill associated therewith, and as to the Patents listed on Schedule B.

IN WITNESS WHEREOF, the undersigned has executed this Termination of Patent, Trademark and Copyright Security Agreement as of this 6th day of February, 2007.

PNC BANK, NATIONAL ASSOCIATION

By: *Eric L. Moore*  
Name: Eric L. Moore  
Title: Vice President

SCHEDULE A  
TRADEMARKS

Application No.	Registration No.
73/805,354	1,577,674
74/249,562	1,780,833
74/312,167	1,861,384
74/345,592	1,790,293
74/345,597	1,899,572
74/358,981	1,797,521
74/435,569	1,872,404
74/562,453	2,006,763
74/643,369	1,999,256
74/733,451	2,051,573
75/045,393	2,000,144
75/121,330	2,113,031
75/168,401	2,218,068
75/186,917	2,145,486
75/230,384	2,130,455
75/234,771	2,123,907
75/248,560	2,273,291
75/248,573	2,697,994
75/253,244	2,215,262
75/260,249	2,235,648
75/352,228	2,381,917
75/403,917	2,230,443
75/420,643	2,298,832
75/438,713	2,228,564
75/482,063	2,265,871
75/568,908	2,766,999
75/718,550	2,474,229
75/799,250	2,375,245
75/804,748	2,553,423
75/827,017	2,636,050
75/874,905	2,489,124
75/882,292	2,771,982
76/009,108	2,753,513
76/083,665	2,477,854
76/127,597	2,626,162
76/168,516	2,687,184
76/193,639	2,646,874
78/130,795	2,696,887
78/176,546	3,094,853
78/193,867	2,771,863

Application No.	Registration No.
74/249,561	1,749,365
74/265,150	1,829,175
74/345,591	1,792,512
74/345,594	1,991,487
74/345,599	1,834,565
74/359,093	1,791,096
74/499,525	1,920,828
74/605,588	2,207,381
74/733,450	2,067,875
75/041,261	2,020,932
75/073,609	2,124,278
75/168,400	2,263,930
75/168,725	2,135,075
75/230,383	2,161,593
75/234,759	2,164,749
75/238,282	2,168,699
75/248,571	NONE
75/248,885	2,535,144
75/253,284	2,196,576
75/315,305	2,261,476
75/403,729	2,228,038
75/411,606	2,298,813
75/432,333	2,293,532
75/457,742	2,398,353
75/533,126	2,294,315
75/623,770	2,445,296
75/760,850	2,391,424
75/800,449	2,553,415
75/808,204	2,762,075
75/864,959	2,396,001
75/882,291	2,669,619
75/896,458	NONE
76/068,592	2,467,787
76/127,596	2,705,138
76/127,598	2,664,119
76/168,949	2,646,816
78/130,788	2,696,886
78/130,799	2,696,888
78/193,851	2,739,376
78/206,811	2,808,689

SCHEDULE B  
PATENTS

Serial No.	Patent No.
60/389,659	
09/728,387	6,694,784
08/541,463	5,755,123
08/928,998	5,836,186
09/506,884	6,202,456
08/976,369	5,778,709
29/074,889	D398,830
08/926,787	5,855,128
06/564,702	4,958,084
07/813,596	5,184,023
08/195,936	5,397,925
07/112,375	4,856,308
07/478,411	6,240,753
08/942,576	5,865,044
09/519,369	6,230,527
08/096,427	5,449,957
08/078,831	5,412,963
08/008,504	5,369,970
08/064,876	5,383,254
08/633,121	5,673,575
08/566,688	5,598,142
07/858,495	5,454,143
08/512,065	6,400,042
29/052,865	D383,372

Serial No.	Patent No.
60/389,070	
08/863,345	6,734,788
08/783,435	5,735,149
09/467,491	6,609,399
09/713,055	6,524,041
29/061,022	D391,142
08/901,222	6,055,438
09/017,287	5,996,721
07/572,684	5,132,551
08/008,305	5,287,006
07/015,596	4,738,127
07/287,105	4,935,047
07/627,975	6,223,568
09/494,459	6,223,569
07/330,051	4,961,331
07/919,248	5,278,537
08/007,270	5,365,215
08/014,560	5,604,384
08/322,478	5,635,899
08/534,836	5,600,979
08/337,753	5,531,344
08/456,479	5,590,928
29/043,381	D372,418
08/059,448	5,349,329