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TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

 SUBMISSION TYPE:
 NEW ASSIGNMENT

 NATURE OF CONVEYANCE:
 RELEASE BY SECURED PARTY

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Canadian Imperial Bank of Commerce		104/04/2007	National Banking Association: CANADA

RECEIVING PARTY DATA

Name:	Aero Products International, Inc.	
Street Address:	1834 Walden Office Square, Third Floor	
City:	Schaumburg	
State/Country:	ILLINOIS	
Postal Code:	60173	
Entity Type:	CORPORATION: FLORIDA	

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	2856804	COMFORT CAMP BAG
Registration Number:	3139718	AERO SPORTS
Registration Number:	2765806	SCORPION
Registration Number:	2765805	SCORCHER
Registration Number:	2765804	YELLOW JACKET
Registration Number:	2706545	FAMILY QUICK POOL
Registration Number:	2699870	PILLOWTOP AEROBED
Registration Number:	2699869	RAISED AEROBED
Registration Number:	2699868	SLEEP AWAY BED

CORRESPONDENCE DATA

Fax Number: (312)993-9767

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 312-993-2647

TRADEMARK REEL: 003516 FRAME: 0691

900073755

Email: zeynep.gieseke@lw.com

Correspondent Name: Zeynep Gieseke

Address Line 1: 233 S. Wacker Drive, Suite 5800

Address Line 2: Latham & Watkins LLP

Address Line 4: Chicago, ILLINOIS 60606-6401

ATTORNEY DOCKET NUMBER:	025646-0380	
NAME OF SUBMITTER:	Zeynep Gieseke	
Signature:	/zg/	
Date:	04/06/2007	

Total Attachments: 3

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> TRADEMARK REEL: 003516 FRAME: 0692

RELEASE OF TRADEMARKS

THIS RELEASE OF TRADEMARKS is dated as of April 4, 2007 by CANADIAN IMPERIAL BANK OF COMMERCE, as Collateral Agent ("Agent").

WHEREAS, AERO PRODUCTS INTERNATIONAL, INC., a Florida corporation ("Grantor"), entered into that certain Grant of Trademark Security Interest, dated as of December 19, 2002 (the "Trademark Security Agreement");

WHEREAS, the Trademark Security Agreement granted Agent a security interest in, among other things, certain trademarks, tradenames, trademark registrations, service marks, trade styles, terms, designs and trademark applications ("Trademarks"), including, without limitation, the Trademarks listed on <u>Schedule I</u> attached hereto as security for certain obligations of Grantor to Agent (the "Obligations");

WHEREAS, Agent recorded the Trademark Security Agreement on December 27, 2002 at Reel 2645, Frame 0172 in the United States Patent and Trademark Office; and

WHEREAS, Grantor has satisfied all of the Obligations and has requested that Agent release its security interests in the Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Agent hereby agrees as follows:

Agent hereby fully releases and terminates its security interests in and liens on:

- (a) all of Grantor's now existing or hereafter acquired right, title and interest in and to: all Trademarks which are now filed with the U.S. Patent and Trademark Office, any similar office or agency of any state, territory or possession of the United States or any similar office or agency of any other country or used in the United States, any state, territory or possession thereof including, without limitation, Puerto Rico, or any other country, and (i) any renewals thereof, (ii) all income, royalties, damages and payments now and hereafter due or payable with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof, (iv) all documents, packages, prints and labels on which said Trademarks have appeared and all designs and general intangibles of a like nature, and (v) all rights corresponding thereto throughout the world;
- (b) the goodwill of Grantor's business connected with or symbolized by Trademarks; and
- (c) any and all of the proceeds of any of the foregoing, including, without limitation, any claims by Grantor against third parties for infringement of the Trademarks or of any license with respect thereto.

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Agent further agrees, at the sole cost and expense of Grantor, to perform all acts reasonably necessary to effect the release and termination of its security interest and liens, including, but not limited to the recording, filing and entering into any agreements, documents, forms or papers needed to accomplish such release and termination.

IN WITNESS WHEREOF, Agent has caused this Release of Trademarks to be duly executed as of the day and year first above written.

CANADIAN IMPERIAL BANK OF COMMERCE, as Collateral Agent

Name: Leonardo Fernandez

Title: Authorized Signatory

Schedule A to Release of Trademarks

TRADEMARK	REGISTRATION/APPLICATION NO'S
Comfort Camp Bag	2856804
Aero Sports	3139718
Scorpion	2765806
Scorcher	2765805
Yellow Jacket	2765804
Family Quick Pool	2706545
Pillowtop Aerobed	2699870
Raised Aerobed	2699869
Sleep Way Bed	2699868

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RECORDED: 04/06/2007

TRADEMARK REEL: 003516 FRAME: 0695