

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE BY SECURED PARTY		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
The Bank of New York Mellon		08/27/2010	State Chartered Bank: NEW YORK
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Phoenix Intangibles Holding Company		
<b>Street Address:</b>	4005 Kennett Pike, Suite 220		
<b>Internal Address:</b>	Two Greenville Crossing		
<b>City:</b>	Greenville		
<b>State/Country:</b>	DELAWARE		
<b>Postal Code:</b>	19807		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	77799403	GIFTERGO	
<b>Serial Number:</b>	77799400	GIFTERGO GIANT EAGLE	
<b>Serial Number:</b>	77826464	LOW PRICES. UNCOMPROMISING QUALITY.	
<b>Serial Number:</b>	77826460	WHEN YOU SAVE, WE BOTH FEEL BETTER.	
<b>Registration Number:</b>	3735495	EASYMELT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(412)566-6099		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	412-566-6777		
<b>Email:</b>	dradack@eckertseamans.com, ipmail@eckertseamans.com		
<b>Correspondent Name:</b>	David V. Radack		
<b>Address Line 1:</b>	600 Grant Street, 44th Floor		
<b>Address Line 2:</b>	U. S. Steel Tower		
<b>Address Line 4:</b>	Pittsburgh, PENNSYLVANIA 15219		

OP \$140.00 77799403

ATTORNEY DOCKET NUMBER:	076021-00250
NAME OF SUBMITTER:	David V. Radack
Signature:	/DVR/
Date:	09/10/2010
Total Attachments: 5 source=PHOE403#page1.tif source=PHOE403#page2.tif source=PHOE403#page3.tif source=PHOE403#page4.tif source=PHOE403#page5.tif	

## TERMINATION AND RELEASE OF TRADEMARK SECURITY AGREEMENT

This Termination and Release of Trademark Security Agreement (“Release”), entered into as of the 27<sup>th</sup> day of August, 2010, by and between (i) Phoenix Intangibles Holding Company (“Phoenix”), a Delaware Corporation, and (ii) The Bank of New York Mellon (“BNYM”), successor in interest to Mellon Bank, N.A. (“Mellon”), as collateral agent for the Secured Parties (as defined in the Second Amended and Restated Credit Agreement referred to below) (in such capacity, together with its successors in such capacity, the “Collateral Agent”).

### RECITALS

A. Pursuant to the Second Amended and Restated Credit Agreement, dated as of November 7, 2005 (as the same may have been amended, restated, supplemented, or otherwise modified from time-to-time, the “Second Amended and Restated Credit Agreement”) and the Second Amended and Restated Security Agreement, dated as of November 7, 2005, in favor of the Collateral Agent (as the same may have been amended, restated, supplemental, or otherwise modified from time-to-time, the “Second Amended and Restated Security Agreement”), the Lenders and Issuers party thereto, Citicorp USA, Inc. as Administrative Agent for the Lenders and Issuers, and BNYM, as Collateral Agent for the Lenders and Issuers, the Lenders and Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein.

B. Phoenix is a party to the Subsidiary Guaranty pursuant to which it has guaranteed the obligations.

C. Phoenix, as collateral security for the full, prompt, and complete payment and performance when due of the Secured Obligations, did collaterally assign, convey, mortgage, pledge, hypothecate, and transfer to the Collateral Agent for the benefit of the Secured Parties and granted to the Collateral Agent for the benefit of the Secured Parties, a lien on and security interest in all right, title, and interest in, to, and under the Trademark Collateral (as such term is defined in the Short Form Trademark Security Agreement (referred to below), which includes,

without limitation, the trademark registrations and/or applications listed in Schedule I attached hereto).

D. Phoenix executed a Short Form Trademark Security Agreement, dated September 30, 2009 and recorded at the United States Patent and Trademark Office on October 16, 2009, at Reel 4079, Frame 0664 (“Short Form Trademark Security Agreement”).

E. The Borrower has refinanced its obligations under the Second Amended and Restated Credit Agreement.

F. The Collateral Agent and Phoenix desire to terminate the Short Form Trademark Security Agreement.

*NOW, THEREFORE*, the parties agree as follows:

1. Unless otherwise defined herein, terms defined in the Second Amended and Restated Credit Agreement or in the Second Amended and Restated Security Agreement and used herein have the meaning given to them in the Second Amended and Restated Credit Agreement or the Second Amended and Restated Security Agreement.

2. The Collateral Agent hereby terminates the Short Form Trademark Security Agreement and release the Trademark Collateral from any security interest and neither Phoenix nor the Collateral Agent shall have any obligations pursuant to the Short Form Trademark Security Agreement.

3. The Collateral Agent agrees that Phoenix will make this Release of record by filing the same with the United States Patent and Trademark Office and paying all applicable recordation fees.

IN WITNESS WHEREOF, the Collateral Agent has caused this Termination and Release of Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

The Bank of New York Mellon,  
Successor in interest to Mellon Bank, N.A.,  
As Collateral Agent

By David B Wirt  
(Signature)

David B Wirt  
(Printed / Typed Name)

Vice President  
(Printed / Typed Title)

dup

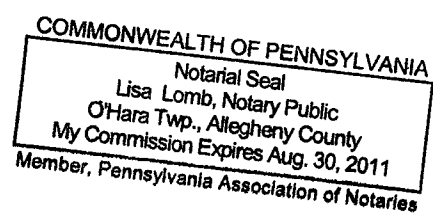
State of Pennsylvania :  
County of Allegheny : ss.

On this, the 27 day of August, 2010, before me personally appeared David Wirt, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of The Bank of New York Mellon, Successor in interest to Mellon Bank, N.A., as Collateral Agent, who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

[Signature]  
Notary Public

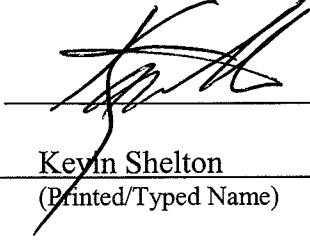
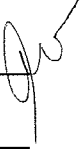
In witness whereof, I hereunto set my hand and official seal.

(NOTARIAL SEAL)



**ACCEPTED AND AGREED AS OF  
THE DATE FIRST ABOVE WRITTEN**

Phoenix Intangibles Holding Company

By:  \_\_\_\_\_ 

Kevin Shelton  
(Printed/Typed Name)

Vice President and Treasurer  
(Printed/Typed Title)

## SCHEDULE I

### A. APPLICATIONS

	<u>MARK</u>	<u>SERIAL NO.</u>	<u>FILING DATE</u>
1.	GIFTERGO and Design (Black & White Logo)	77/799,403	August 7, 2009
2.	GIFTERGO GIANT EAGLE and Design (Color Logo)	77/799,400	August 7, 2009
3.	LOW PRICES. UNCOMPROMISING QUALITY.	77/826,464	September 15, 2009
4.	WHEN YOU SAVE, WE BOTH FEEL BETTER	77/826,460	September 15, 2009

### B. REGISTRATIONS

	<u>MARK</u>	<u>REGISTRATION NO.</u>	<u>REGISTRATION DATE</u>
1.	EASYMELT	3,735,495	January 5, 2010