

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>		NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>		Termination and Release of Security Interest in Trademarks	
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Harris N.A.		05/31/2011	national association: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Aspen Marketing Services, Inc.		
<b>Street Address:</b>	1240 North Avenue		
<b>City:</b>	West Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60185		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2246334	AUTOPROVAL	
Registration Number:	1509047	LIFE LONG	
Registration Number:	2064674	LL LIFELONG	
Registration Number:	2108908	PREMIUMS THAT MEAN BUSINESS	
Registration Number:	2247226	SMARTSPIFFS	
Registration Number:	2229437	WORLD'S SMALLEST, MOST POWERFUL CLOCK RADIO	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(212)909-6836		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	212-909-6000		
<b>Email:</b>	trademarks@debevoise.com		
<b>Correspondent Name:</b>	Sean Kass, Esq.		
<b>Address Line 1:</b>	919 Third Avenue		
<b>Address Line 2:</b>	Debevoise & Plimpton LLP		
<b>Address Line 4:</b>	New York, NEW YORK 10022		

CH \$165.00 2246334

ATTORNEY DOCKET NUMBER:	23752-1203
NAME OF SUBMITTER:	Sean Kass
Signature:	/Sean Kass/
Date:	05/31/2011
Total Attachments: 4 source=Trademark Release#page1.tif source=Trademark Release#page2.tif source=Trademark Release#page3.tif source=Trademark Release#page4.tif	

**TERMINATION AND RELEASE OF  
SECURITY INTEREST IN TRADEMARKS**

TERMINATION AND RELEASE (this "Termination and Release"), dated as of May 31, 2011, from Harris N.A., a national banking association having its mailing address at 111 West Monroe Street, Chicago, Illinois, 60603, as administrative agent (the "Agent") for itself and the several banks and other financial institutions (the "Lenders") that are parties to the Credit Agreement (as hereinafter defined), to Aspen Marketing Services, Inc., a Delaware corporation having a principal place of business at 1240 North Avenue, West Chicago, Illinois, 60185 (the "Grantor"). Capitalized terms used herein without definition are used as defined in the Amended and Restated Credit Agreement, dated as of August 12, 2010, among Aspen Marketing Holdings, Inc., Aspen Acquisition Holdings, L.L.C., the Subsidiary Guarantors, the Lenders, the Grantor, the Agent and the other parties thereto (as amended, modified, restated or supplemented from time to time, the "Credit Agreement").

**WITNESSETH:**

WHEREAS, pursuant to that certain Security Agreement, dated as of September 23, 2009, among Aspen Acquisition Holdings, L.L.C., Aspen Marketing Holdings, Inc., the Grantor, the Agent and the other parties thereto, the Grantor was required to execute and deliver that certain Trademark Collateral Agreement, dated as of September 23, 2009 (the "Trademark Collateral Agreement"), made by the Grantor in favor of the Agent, and granted to the Agent a lien on and security interest (the "Security Interest") in all right, title and interest of the Grantor in certain Pledged Trademarks (as hereinafter defined); and

WHEREAS, the Trademark Collateral Agreement was recorded in the Trademark Division of the United States Patent and Trademark Office on September 24, 2009, at Reel 4067, Frame 0686; and

WHEREAS, the Agent now desires to terminate and release the entirety of its Security Interest in the Pledged Trademarks;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Agent hereby states as follows:

1. Pledged Trademarks: The term "Pledged Trademarks," as used herein, shall mean (i) each United States trademark, trademark registration, and trademark application listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration and

trademark application and (ii) all proceeds of the foregoing, including without limitation, any claim by Grantor against third parties for damages by reason of past, present or future infringement of any trademark, trademark registration, or trademark application listed on Schedule A hereto or by reason of injury to the goodwill associated with any such trademark, trademark registration or trademark application, in each case together with the right to sue for and collect said damages. Notwithstanding anything herein to the contrary, the Pledged Trademarks shall not include any applications by the Grantor for a trademark based on an intent to use same if and so long as such application is pending without a Statement of Use having been filed and accepted (such pending applications which are based on intent to use being hereinafter referred to collectively as “Intent to Use Applications”), but rather, if and so long as Grantor’s Intent-to-Use Application is pending without a Statement of Use having been filed and accepted, then such Intent-To-Use Application shall not be deemed to be a Pledged Trademark.

2. Release of Security Interest: The Agent hereby terminates, releases and discharges its Security Interest in the Pledged Trademarks, and any right, title or interest of the Agent in such Pledged Trademarks shall hereby cease and become void.

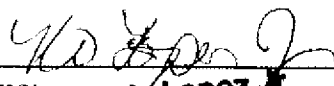
3. Further Assurances: The Agent shall, upon the request and at the expense of the Grantor, execute and deliver documents and instruments documenting and effecting the termination and release of such Security Interest as the Grantor may reasonably request in writing.

\* \* \*

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IN WITNESS WHEREOF, the undersigned has executed this Termination and Release by its duly authorized officer as of the date first above written.

HARRIS N.A.,  
as Agent

By:   
Name: **Ricardo Lopez Jr.**  
Title: **Vice President**

[Signature Page to Termination and Release of Security Interest in Trademarks]

SCHEDULE A

<u>TRADEMARK</u>	<u>Reg. No.</u>
AUTOPROVAL and design	2,246,334
LIFE LONG and design	1,509,047
LL LIFELONG and design	2,064,674
PREMIUMS THAT MEAN BUSINESS	2,108,908
SMARTSPIFFS	2,247,226
WORLD'S SMALLEST, MOST POWERFUL CLOCK RADIO	2,229,437