

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>
GENERAL ELECTRIC CAPITAL CORPORATION		12/20/2012	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	BIG TRAIN, INC.		
<b>Street Address:</b>	25392 Commercentre Drive, Suite A		
<b>City:</b>	Lake Forest		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	92630		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3574558	¡VIVAZI!	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3142592020		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	314-259-2000		
<b>Email:</b>	ncollora@bryancave.com		
<b>Correspondent Name:</b>	Mark A. Paskar		
<b>Address Line 1:</b>	211 N. Broadway, Suite 3600		
<b>Address Line 4:</b>	St. Louis, MISSOURI 63102-2750		
<b>ATTORNEY DOCKET NUMBER:</b>	C067919/0341101		
<b>NAME OF SUBMITTER:</b>	Mark A. Paskar		
<b>Signature:</b>	/Mark A. Paskar/		

CH \$40.00 3574558

Date:

12/28/2012

**Total Attachments: 4**

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## TRADEMARK RELEASE AND REASSIGNMENT

THIS TRADEMARK RELEASE AND REASSIGNMENT is made as of December 20, 2012 by GENERAL ELECTRIC CAPITAL CORPORATION, as Agent for the Lenders (“**Agent**”).

### WITNESSETH:

WHEREAS, Agent and BIG TRAIN, INC., a Delaware corporation (“**Grantor**”), were parties to that certain Trademark Security Agreement dated as of February 29, 2008 (the “**Assignment**”), pursuant to which Grantor granted a security interest to Agent in certain trademarks and trademark licenses (the “**Secured Trademarks**”) as security for certain obligations owing by Grantor to Agent, including the Secured Trademarks set forth on Schedule I hereto; and

WHEREAS, the Assignment was recorded by the Trademark Division of the United States Patent and Trademark Office on April 11, 2008, at Reel 3758, Frame 0809; and

WHEREAS, Grantor has requested that Agent release its security interest in and lien on all of Grantor’s right, title and interest in, to and under the Secured Trademarks and reassign the same to Grantor.

NOW THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged:

1. Agent hereby releases its security interest in and lien on all of Grantor’s right, title and interest in, to and under the following Secured Trademarks:

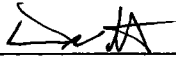
- (a) all of its Trademarks and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule I hereto;
- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (d) all income, royalties, proceeds and Liabilities (as defined in the Assignment) at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

2. Agent hereby reassigns, grants and conveys to Grantor, without any representation, recourse or undertaking by Agent, all of Agent's right, title and interest in and to the Secured Trademarks.

**[Signature Page Follows.]**

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

**GENERAL ELECTRIC CAPITAL CORPORATION, as Agent**

By:   
Name: Dean Jeffe  
Title: Its Duly Authorized Signatory

**SCHEDULE I**

**Trademark Registrations and Applications**

1. REGISTERED TRADEMARKS

<b>Mark</b>	<b>Serial No./ Application Date</b>	<b>Registration No./ Registration Date</b>
<b>VIVAZ</b>	77202689 6/11/07	3574558 2/17/09

2. TRADEMARK APPLICATIONS

None.

3. IP LICENSES

None.