

**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
JP MORGAN CHASE BANK , N.A.		12/11/2007	A NATIONAL BANKING ASSOCIATION (AS SUCCESSOR IN INTEREST TO BANK ONE, N.A.):

**RECEIVING PARTY DATA**

Name:	EARTH PRODUCTS INC.
Street Address:	5830 EL CAMINO REAL
City:	CARLSBAD
State/Country:	CALIFORNIA
Postal Code:	92008
Entity Type:	CORPORATION: CALIFORNIA

**PROPERTY NUMBERS Total: 7**

Property Type	Number	Word Mark
Registration Number:	2185219	PLANET EARTH
Registration Number:	2183202	PLANET EARTH
Registration Number:	2373389	ADIO
Registration Number:	2307849	
Registration Number:	2601801	
Registration Number:	2525838	ADIO
Registration Number:	2512570	

**CORRESPONDENCE DATA**

Fax Number: (212)245-3009  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 212-519-5192  
 Email: skaplan@kanekessler.com  
 Correspondent Name: Susan S. Kaplan

OP \$190.00 2185219

Address Line 1: 1350 Avenue of the Americas  
Address Line 2: Kane Kessler, P.C.  
Address Line 4: New York, NEW YORK 10019

ATTORNEY DOCKET NUMBER:	4902-59
NAME OF SUBMITTER:	Susan S. Kaplan
Signature:	/susan s. kaplan/
Date:	12/17/2007

Total Attachments: 4  
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**TERMINATION AND RELEASE OF SECURITY INTEREST  
IN TRADEMARK RIGHTS**

TERMINATION AND RELEASE dated as of August 8, 2007, from JPMORGAN CHASE BANK, N.A., a national banking association (as successor in interest to BANK ONE, N.A.), as Secured Party (the "Secured Party") for certain banks and other financial institutions (the "Lenders"), to EARTH PRODUCTS INC., a California corporation (formerly known as PLANET EARTH SKATEBOARDS, INC.) ("Debtor").

WITNESSETH:

WHEREAS, pursuant to the Pledge and Security Agreement, dated as of March 25, 2003, made by the Debtor in favor of the Secured Party (the "Security Agreement"), a security interest (the "Security Interest") was granted by the Debtor to the Secured Party and the Lenders in certain collateral, including the Trademark Collateral (as hereinafter defined);

WHEREAS, pursuant to that certain Trademark Security Agreement dated as of March 25, 2003, among the Secured Party and the Debtor (the "Trademark Security Agreement"), the Debtor, by reference to the Security Agreement, reaffirmed its intent to grant a Security Interest to the Secured Party specifically in certain Trademark Collateral;

WHEREAS, the Trademark Security Agreement was recorded in the Trademark Division of the United States Patent and Trademark Office on May 6, 2003, at Reel 2727 and Frame 0749;

WHEREAS, on May 21, 2004, the Debtor changed its name from PLANET EARTH SKATEBOARDS, INC. to EARTH PRODUCTS INC., which name change was recorded in the Trademark Division of the United States Patent and Trademark Office on July 7, 2004, at Reel 2887 and Frame 0709; and

WHEREAS, the Secured Party now desires to terminate and release the entirety of its Security Interest in the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration including the satisfaction of all obligations, indebtedness and liabilities secured by the Trademark Collateral pursuant to the Security Agreement, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Secured Party hereby states as follows:

1. Definitions. The term "Trademark Collateral," as used herein, shall have the meaning provided by reference in the Trademark Security Agreement and shall include all of the Debtor's right, title and interest of every kind and nature as of the date hereof in the Trademarks (including, without limitation, those items listed on Schedule A hereto). The term "Trademarks" shall have the meaning provided by reference in the Security Agreement and the Trademark Security Agreement.

2. Release of Security Interest. The Secured Party hereby terminates, releases and discharges its Security Interest in the Trademark Collateral, and any right, title or interest of the Secured Party in such Trademark Collateral shall hereby cease and become void.

3. Further Assurances. The Secured Party hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the release of the Security Interest contemplated hereby.

IN WITNESS WHEREOF, the undersigned has executed this Termination and Release by its duly authorized officer as of December 11, 2007.

JPMORGAN CHASE BANK, N.A.  
as Secured Party

By:   
Name: Kevin Padgett  
Title: Vice President

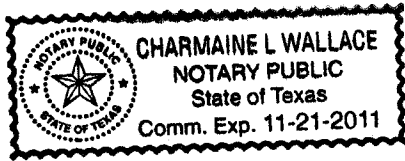
STATE OF Texas )  
                                  )  
COUNTY OF Dallas )

ss.:

On this 11 day of December, 2007, before me personally appeared  
Kevin Padgett to me known who, being by me duly sworn, did depose and say that  
he/she is Vice President of JPMORGAN CHASE BANK, N.A., described herein  
and which executed the foregoing instrument, and that he/she signed his/her name thereto  
pursuant to the authority granted by JPMORGAN CHASE BANK, N.A.

Charmaine L. Wallace  
Notary Public

(Affix Seal Below)



Schedule A

**U.S. Trademark Registrations and Applications**

<u>Trademark</u>	<u>Registration or Serial Number</u>
PLANET EARTH	2,185,219
PLANET EARTH	2,183,202
ADIO	2,373,389
DESIGN ONLY	2,307,849
DESIGN ONLY	2,601,801
ADIO	2,525,838
DESIGN ONLY	2,512,570