

02-03-1999

Docket No.:
009168.022

01-25-1999

U.S. Patent & TMO/c/TM Mail Rcpt Dt. #54



100956945

Tab settings

To the Honorable Commissioner of Patents and

3 original documents or copy thereof.

1. Name of conveying party(ies): 1.25.99
Bank One, Texas, N.A. - now PNC Bank, N.A.

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State
 Other national banking association

Additional names(s) of conveying party(ies) Yes No

2. Name and address of receiving party(ies):

Name: Simplicity Pattern Company, Inc.
Internal Address: _____
Street Address: 2 Park Avenue, 12th Floor
City: New York State: NY ZIP: 10016

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State _____
 Other _____

If assignee is not domiciled in the United States, a domestic designation is Yes N
(Designations must be a separate document from
Additional name(s) & address(es) Yes N

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other Term/Release of Security Interest in Trademark

Execution Date: November 5, 1998

4. Application number(s) or registration numbers(s):

A. Trademark Application No.(s)
Refund Ref: 02/03/1999 DINGUYEN 0000076439

CHECK Refund Total: \$150.00

Additional numbers Yes No

B. Trademark Registration No.(s)
1,553,693 1,482,464 1,466,326

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Karl S. Sawyer, Jr.
Internal Address: _____
Kennedy Covington Lobdell & Hickman, L.L.P.
Street Address: 100 North Tryon St., Suite 4200
City: Charlotte State: NC ZIP: 28202

6. Total number of applications and registrations involved: **11**

7. Total fee (37 CFR 3.41):.....\$ 440.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
18-1215

02/03/1999 DINGUYEN 00000017 1553693

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01 FC:481 40.00 OP
02 FC:482 250.00 OP

9. Statement and signature.
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Karl S. Sawyer, Jr. [Signature] Jan 21, 1999
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and

5

TRADEMARK

REEL: 1847 FRAME: 0197

Recordation Form Cover Sheet Continuation

1,426,278	1,213,895	1,135,740
1,135,739	1,088,706	805,145
514,739	508,225	

Exhibit A

Simplicity Pattern Co., Inc.

**U.S. Trademarks subject to security interests in favor of
Bank One, Texas, N.A., recorded 2/13/91 at Reel/Frame 0772/0746 and 0784/0606**

Registered Marks

Mark	Registration No.	Registration Date
NEW LOOK	1,553,693	8/29/89
SIMPLICITY	1,482,464	3/29/88
SIMPLICITY HOUSE and Design	1,466,326	11/24/87
SIMPLICITY	1,426,278	1/27/87
SUPER SIMPLE	1,213,895	10/26/82
FUSS -FREE FIT	1,135,740	5/20/80
YES I CAN !	1,135,739	5/20/80
GO EVERY-WHERE and Design	1,088,706	4/4/78
JIFFY	805,145	3/8/66
SIMPLICITY (stylized)	514,739	9/6/49
SIMPLICITY	508,225	4/5/49

1587141.01
LIB: CH

**TRADEMARK
REEL: 1847 FRAME: 0199**

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

TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS, dated as of November 5, 1998, by **BANK ONE, TEXAS, N.A.** ("Secured Party").

WHEREAS, pursuant to the terms of a Security Agreement (as amended, modified, extended or restated from time to time) between Simplicity Pattern Company, Inc. (the "Company") and the Secured Party, the Company granted to the Secured Party a security interest in and lien on all of the trademarks and trademark applications identified on Exhibit A attached hereto (collectively, the "Pledged Trademarks"); and

WHEREAS, the Security Agreement was recorded with the United States Patent and Trademark Office on February 13, 1991 at Reel/Frame 0772/0746 and 0784/0606; and

WHEREAS, the Secured Party has agreed to terminate and release its security interest in the Pledged Trademarks as herein provided;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Secured Party and the Company hereby agree as follows:

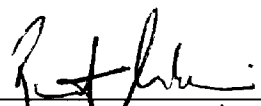
1. **Termination and Release**. The Secured Party hereby terminates and releases its security interest in and lien on all of the Pledged Trademarks effective as of the date first set forth above.

2. **Acknowledgment and Acceptance**. The Company hereby acknowledges and accepts the foregoing terminated release by the Secured Party.

3. **Counterparts**. This Termination and Release may be executed in any number of counterparts which shall together constitute one and the same agreement.

IN WITNESS WHEREOF, the Secured Party and the Company have executed this Termination and Release, to take effect as of the date first set forth above.

PNC Bank, National Association, as successor by
assignment to **Bank One, Texas, N.A.**, as
Secured Party

By: 
Title: ASSISTANT VICE PRESIDENT

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**TRADEMARK
REEL: 1847 FRAME: 0200**

