

1.25.99

FORM PTO-1574 (Modified)
(Rev. 6-93)
OMB No. 0651-0011 (exp. 4
Copyright 1994-97 LegalSt:
TM05/REV03

RECORDED

02-03-1999



Docket No.:

009168.022

Tab settings

01-25-1999

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original documents or copy thereof.

To the Honorable

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

1. Name of conveying party(ies):

MBank, Dallas, N.A. - now PNC Bank, N.A.

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

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other Term/Release of Security Interest in Trademark

Execution Date: November 5, 1998

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

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

A. Trademark Application No.(s)

Refund Refs:
02/03/1999 DNGUYEN 0000076440

B. Trademark Registration No.(s)

1,482,464 1,466,326 1,426,278

CHECK Refund Total: \$195.00

Additional numbers Yes No

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:.....

14

7. Total fee (37 CFR 3.41):.....\$ \$560.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

18-1215

02/03/1999 DNGUYEN 00000018 1482464

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01 FC:481 40.00 OP
02 FC:482 325.00 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.
Name of Person Signing

Karl Sawyer
Signature

Jan 21 1999
Date

Total number of pages including cover sheet, attachments, and

5

TRADEMARK
REEL: 1847 FRAME: 0215

Recordation Form Cover Sheet Continuation

1,213,895	1,135,740	1,102,664
1,099,516	1,088,706	816,384
805,145	684,574	514,739
508,225		

Exhibit A

Simplicity Pattern Co., Inc.

**U.S. Trademarks subject to security interests in favor of
MBank Dallas, N.A., recorded on 2/9/88 at Reel/Frame 0603/0276**

Registered Marks

Mark	Registration No.	Registration Date
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
PICK-A-KNIT	1,102,664	9/19/78
E.S.P.	1,099,516	8/15/78
GO EVERY-WHERE and Design	1,088,706	4/4/78
SIMPLICITY PERSONAL FIT	816,384	10/4/66
JIFFY	805,145	3/8/66
QUICK MEASURE	684,574	9/1/59
SIMPLICITY (stylized)	514,739	9/6/49
SIMPLICITY	508,225	4/5/49

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**TRADEMARK
REEL: 1847 FRAME: 0217**

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

TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS, dated as of November 5, 1998, by **MBANK, DALLAS, 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 9, 1988 at Reel/Frame 0603/0276; and

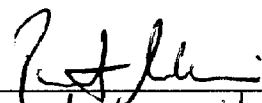
WHEREAS, the Secured Party has agreed to terminate and release its security interest in the Pledged Trademarks as herein provided;

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 **MBank, Dallas, N.A.**, as Secured
Party

By: 
Title: ASSISTANT VICE PRESIDENT

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**TRADEMARK
REEL: 1847 FRAME: 0218**

