FORM PTO-1594 REC 03-22-(Rev. 6-93) 3.15-99	1999 HEET U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office			
OMB No. 0651-2011 (exp. 4/94)	# 1844 ##44 #184 ##44 (#B)			
Tab settings □□□▼ ▼	20.40			
To the Honorable Commissioner of Pat 100989	ched original documents or copy thereof.			
Name of conveying party(ies):	<ol><li>Name and address of receiving party(ies)</li></ol>			
The Chase Manhattan Bank	Name: M&L International Inc.			
111 W. 40th Street New York, NY 10018	Internal Address:			
	· · · · · · · · · · · · · · · · · · ·			
☐ Individual(s) ☐ Association ☐ General Partnership ☐ Limited Partnership	Street Address:1333 North Kingsbury Street			
☐ Corporation-State	City: Chicago State: IL ZIP: 60622			
& Other New York Banking Corporation	☐ Individual(s) citizenship			
Additional name(s) of conveying party(ies) attached?   Yes   No	☐ Association			
3. Nature of conveyance:	☐ General Partnership			
☐ Assignment ☐ Merger	x⊠ Corporation-State <u>Illinois</u>			
☐ Security Agreement ☐ Change of Name	Other			
☼ Other Release of security interest	If assignee is not domiciled in the United States, a domestic representative designation is attached:   Q Yes Q No			
Execution Date: March 5, 1999	(Designations must be a separate document from assignment) Additional name(s) & address(es) attached? □ Yes □ No			
4. Application number(s) or patent number(s):	•:			
4. Application number(s) of patent number(s).				
A. Trademark Application No.(s)	B. Trademark Registration No.(s)			
See Attached Schedule 1	See Attached Schedule 1			
1294497				
Additional numbers a	ttached? ☐ Yes ☐ No			
Name and address of party to whom correspondence concerning document should be mailed:	6. Total number of applications and con registrations involved:			
Name: <u>Morgan, Lewis &amp; Bockius, LLP</u>				
	7. Total fee (37 CFR 3.41)\$ 290.00			
Internal Address: Attn: Peter Montoni, Esq.	x⊠x Enclosed			
	☐ Authorized to be charged to deposit account			
Street Address: 101 Park Avenue	Deposit account number:			
W. W. 1				
City: New York State: NY ZIP: 10178	(Attach duplicate copy of this page if paying by exposit account)			
DO NOT U	SE THIS SPACE 및 약성			
	<del></del>			
9. Statement and signature.  To the best of my knowledge and belief, the foregoing inforthe original document.  ()	mation is true and correct and any attached copy is a true copy of			
Leana Nussbaum Bearn	1/hlm <u>\$3/1/99</u>			
Name of Person Signing  Total number of pages Includin	Signature  g cover sheet, attachments, and document:			
Mail documents to be recorded with				
Mail documents to be recorded with required cover sheet information to:				

## SCHEDULE 1 TO RECORDATION FORM COVER SHEET

#### **UNITED STATES REGISTRATIONS**

TRADEMARK	REGISTRATION NO.	REGISTRATION DATE
Good Friends	1,294,492	9/11/84
Hi Dives	1,514,693	11/29/88
Winning Team	1,773,699	5/25/93
Windy Trail	1,836,878	5/17/84
Wonderralls	1,013,839	6/17/75
Weather Tamer	730,123	4/17/62
Weather Tamer	1,561,092	10/17/89
Collie Warm as a Collie's Fur	1,561,093	10/17/89
Weather Tamer	1,577,883	1/16/90
Collie Design	1,582,648	2/13/90
The Kids Andy Johns	2,045,161	3/11/97

NY02B/55869.1

### RELEASE OF SECURITY INTEREST IN TRADEMARKS

THIS RELEASE OF SECURITY INTEREST IN TRADEMARKS (the "Release") made as of the 5th day of March, 1999 by THE CHASE MANHATTAN BANK, as Agent, with an office at 111 West 40<sup>th</sup> Street, 10<sup>th</sup> Floor, New York, NY 10018 (the "Agent").

#### WITNESSETH:

WHEREAS, Biscayne Apparel, Inc., Biscayne Apparel International, Inc., M&L International, Inc. (the "Grantor"), Mackintosh of New England Co. (collectively, the "Borrowers"), the banks party thereto (the "Banks") and the Agent are party to that certain Second Amended and Restated Credit Agreement and Guaranty, dated as of March 24, 1997, as amended (the "Credit Agreement");

WHEREAS, the Credit Agreement amends and restates that certain Credit Agreement, dated March 16, 1995, as amended, by and among the Borrowers, the Agent and the Banks, as amended and restated by that certain Amended and Restated Credit Agreement and Guaranty, dated as of March 28, 1996;

WHEREAS, the Grantor entered into a Trademark Security Agreement dated as of March 25, 1998 (the "Trademark Security Agreement"), pursuant to which the Grantor assigned, conveyed and transferred unto the Agent, for the ratable benefit of the Banks, on the terms and conditions contained in the Trademark Security Agreement, and as additional security for the obligations, a lien upon all of the Grantor's right, title and interest in, to and under the Trademarks (as defined in the Trademark Security Agreement) and under the goodwill of the business symbolized by the Trademarks, and in, to, and under all assets deriving from and relating to the Trademarks, including, without limitation, license fees and other payments due thereon or in connection therewith;

WHEREAS, the Trademark Security Agreement was recorded in the United States Patent and Trademark Office (the "PTO");

NOW, THEREFORE, in consideration of these premises, the Agent agrees as follows:

1. The Agent hereby re-assigns and releases to the Grantor and terminates all right, title and interest that the Agent has in and to the trademarks listed on Schedule A attached hereto (the "Released Trademarks") and all proceeds of the foregoing; and all general intangibles associated with the foregoing, including without limitation, all goodwill associated in any way with such Released Trademarks; the right to sue for past, present and future infringements, and all rights corresponding thereto; and all rights relating to any related trademarks or trademark applications existing in the past, present or future. The Agent will execute and deliver to the Grantor, in a commercially reasonable manner, at the Grantor's expense, such additional

NY028/53738.1

reasonably necessary and delivered by the Grantor to the Agent, which are intended to terminate any interest of the Agent in the Released Trademarks.

- 2. This Release shall be governed by, and construed in accordance with, the laws of the State of New York.
- 3. This Release may be executed in two or more counterparts, and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement.

IN WITNESS WHEREOF, the undersigned has caused this Release of Security Interest in Trademarks to be duly executed and delivered by a duly authorized officer on the day and year first above written.

THE CHASE MANHATTAN BANK, as Agent

By: S

itle: John Mulyey, VP

ACCEPTED AND AGREED AS OF THIS 5th DAY OF MARCH, 1999

**M&L INTERNATIONAL, INC.** 

Ву			

Name:

Peter Vandenberg

Title:

Vice President

documents as may be reasonably necessary and delivered by the Grantor to the Agent, which are intended to terminate any interest of the Agent in the Released Trademarks.

- This Release shall be governed by, and construed in accordance with, the laws of 2. the State of New York.
- 3. This Release may be executed in two or more counterparts, and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement.

IN WITNESS WHEREOF, the undersigned has caused this Release of Security Interest in Trademarks to be duly executed and delivered by a duly authorized officer on the day and year first above written.

THE CHASE MANHATTAN BANK, as Agent

By:	 	_
Name:		
Title:		

ACCEPTED AND AGREED AS OF THIS 5th DAY OF MARCH, 1999

M&L INTERNATIONAL, INC.

Peter Vandenberg Name:

. - .:

Title:

Vice President

NY028/53738.1

Page 2

# SCHEDULE A TO THE RELEASE OF SECURITY INTEREST IN TRADEMARKS BETWEEN M&L INTERNATIONAL, INC. AND THE CHASE MANHATTAN BANK

#### **UNITED STATES REGISTRATIONS**

TRADEMARK	REGISTRATION NO.	REGISTRATION DATE
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The Kids Andy Johns	2,045,161	3/11/97

NY02B/53738.1

**RECORDED: 03/15/1999** 

Page 3