

**SATISFACTION AND RELEASE OF TRADEMARK
COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT**

This SATISFACTION AND RELEASE OF TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT, dated April 9, 1999, concludes, satisfies and releases all right, title and interest conveyed in and to intellectual property assets under the prior agreements between the parties.

BACKGROUND

On or about March 29, 1998, M. Fine & Sons Manufacturing Co. Inc., a New York corporation ("Company"), and First Union Commercial Corporation, a North Carolina corporation ("the Lender"), entered into a Loan Agreement, pursuant to which the Lender agreed to make certain revolving credit and standby loans and to issue certain letters of credit in accordance with the terms thereof, and which has been modified, amended restated or supplemented from time to time ("the Loan Agreement"). Concurrent with the Loan Agreement, and as partial consideration or inducement for the Loan Agreement, the Company and the Lender entered into a certain Trademark Collateral Assignment and Security Agreement dated March 29, 1998, and thereafter amended, restated, modified or supplemented from time to time ("the Trademark Agreement"), wherein the Lender acquired certain security interests in various assets of the Company, including: trademarks; trademark registrations and applications for registration; all of the goodwill of the business to which each of the trademarks, applications or registrations relates; any formulae, processes, procedures and know-how associated with the products sold under the trademarks; and any proceeds or damages resulting from a claim of infringement, dilution or other violation of right in the trademarks or the goodwill associated therewith ("the Trademark Collateral").

The security interests granted to Lender under the Trademark Agreement served as security for the full and timely payment, observance, and performance of all obligations of the Company under the Loan Agreement and related documents. As the Company has fully paid and satisfied all indebtedness to the Lender in accordance with the Loan Agreement, and has performed all obligations under the Loan Agreement and related documents, the parties intend hereby to terminate the Lender's security interests created by the Trademark Agreement.

STATEMENT OF AGREEMENT

In consideration of the full and timely payment, observance and performance by Company of all obligations of the Company under the Loan Agreement and related documents, the Lender does hereby release and relinquish all right, title, interest and claim in and to the Trademark Collateral as defined in the Loan Agreement as amended, restated, modified or supplemented from time to time, and as defined in the Trademark Agreement, as amended, restated, modified or supplemented from time to time, including but not limited to the following trademarks, registrations, and/or applications for registration:

- SPORT KING US Trademark Registration No. 847,402
- BAR-F US Trademark Registration No. 853,277
- BREEZE-COOL US Trademark Registration No. 847,403
- 5 BROTHER US Trademark Registration No. 853,283
- ROOMY RICHARD US Trademark Registration No. 845,955
- COAST-WIDE US Trademark Registration No. 847,408
- JEFF MARTIN US Trademark Registration No. 1,277,104
- FIVEBROTHER US Trademark Registration No. 1,533,247
- MALE Stylized Letters US Trademark Registration No. 988,982
- MALE and Design US Trademark Registration No. 988,979
- DEE CEE US Trademark Registration No. 1,398,623
- WASHINGTON "DEE CEE"
Stylized Letters US Trademark Registration No. 602,747

To the extent that the Lender has previously assumed or acquired any right, title, interest or claim in and to the Trademark Collateral, all right, title, interest and claim is hereby assigned, together with the goodwill associated therewith, to the Company.

First Union Commercial Corporation:

By: _____

Name: Jorge Gonzalez

Title: SVP

State of NORTH CAROLINA

County of MECKLENBURG

Before me appeared JORGE GONZALEZ, the person who signed this instrument, who acknowledged that he/she signed it on behalf of the identified corporation or other juristic entity with authority to do so.

This 8th day of April, 1999.

Notary Public Geraldine A. Burrows

(Seal)

My Commission Expires: 7-8-02