

04-23-1999

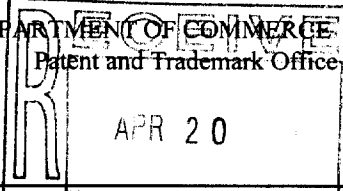
4-20-99

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Our Ref.:

To the Commissioner of Patents and Trademarks:
Please record the attached original documents or copy thereof.

ATTN: BOX ASSIGNMENT

<p>1. Name of conveying party(ies): Bank of Boston, N.A.</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies): Name: Michael Stevens Ltd.</p> <p>Street Address: P.O. Box 998, 250 Kennedy Drive</p> <p>City: Edison State: NJ Zip: 08871</p> <p>Domestic Representative designation attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
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3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other Release and Termination of Patent and Trademark Security Agreement

Effective Date: _____ Execution Date: February 19, 1998

4. Application number(s) or trademark number(s):

A. Trademark Application No.(s)
(See Attachment Exhibit A)

B. Trademark Registration No.(s)
(See Attachment Exhibit A)

Additional numbers attached: Yes No

<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Name: Maura B. Leeds</p> <p>Internal Address: Morgan, Lewis & Bockius LLP Attn: TMSU</p> <p>Street Address: 1800 M Street, N.W. City: Washington State: DC Zip: 20036</p>	<p>6. Total number of applications and trademarks involved: <u>15</u></p> <p>7. Total fee (37 C.F.R §3.41): \$ <u>390.00</u> <input checked="" type="checkbox"/> Enclosed <input type="checkbox"/> Authorized to be charged to deposit account 13-4520 <input checked="" type="checkbox"/> Debit insufficiency or credit over payment to Deposit Account No. 13-4520</p> <p>8. Deposit account number: 13-4520 Attach duplicate of page if paying by deposit account</p>
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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.

Devon Salts
Name of Person Signing

Devon Salts
Signature

April 16, 1999
Date

Total number of pages including cover sheet, attachments and documents: 12

04/22/1999 DNGUYEN 00000189 2004001
 01 FC:481 40.00 DP
 02 FC:482 350.00 DP

SCHEDULE A

TRADEMARK REGISTRATIONS

<u>MARK</u>	<u>REG. NO.</u>	<u>REG. DATE</u>
THE WONDERBAG	2,004,001	October 1, 1996
THE WONDERBAG (Stylized)	2,004,002	October 1, 1996
WHAT A BAG	1,960,288	March 5, 1996
SERETA	1,887,168	April 4, 1995
DOVER	1,853,653	September 13, 1994
ARRIVALS	1,712,692	September 1, 1992
VALERIE BARAD	1,700,561	July 14, 1992
MICHAEL STEVENS LTD. Plus Design	1,624,865	November 27, 1990
CLEMENTE	1,323,256	March 5, 1985
JR Plus Design	640,206	January 22, 1957

* * *

TRADEMARK APPLICATIONS

<u>MARK</u>	<u>SERIAL NO.</u>	<u>FILING DATE</u>
ORGANIZED WONDERS	75/034,493	December 19, 1995
WONDER TRAVELLER	74/679,462	May 23, 1995

RELEASE AND TERMINATION OF
PATENT AND TRADEMARK SECURITY AGREEMENT

RELEASE AND TERMINATION OF PATENT AND TRADEMARK SECURITY AGREEMENT, dated as of February 19, 1998 (this "Agreement"), by and between MICHAEL STEVENS LTD., a New York corporation ("Stevens"), and BANKBOSTON, N.A. (formerly known as The First National Bank of Boston), as agent of the Lenders (in such capacity, the "Agent"), under (and as defined in) the Revolving Credit Agreement referred to below.

WHEREAS, Stevens and Etienne Aigner, Inc., a Delaware corporation (collectively, the "Borrowers") have entered into a Revolving Credit Agreement, dated as of July 1, 1996 (the "Credit Agreement"), providing, subject to the terms and conditions thereof, for extensions of credit to be made by the Lenders to the Borrowers (capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed thereto in the Credit Agreement);

WHEREAS, as security for the Borrowers' Obligations, Stevens entered into a Patent and Trademark Security Agreement, dated as of July 1, 1996 (the "Stevens PT Security Agreement") pursuant to which Stevens granted security interests in certain collateral (including the trademarks, trademark applications, patents and patent applications described on Schedule I hereto) to the Agent for the benefit of the Lenders;

WHEREAS, copies of the Stevens PT Security Agreement were recorded with the United States Patent and Trademark Office on July 9, 1996 at Reel 1494, Frame 0517 and at Reel 8095, Frame 0207.

WHEREAS, pursuant to an Agreement and Amendment No. 4, dated as of December 15, 1997, the Borrowers, the Agent and the Lenders have agreed that upon the payment in full of all outstanding Obligations of Stevens, Stevens shall no longer be a party to the Credit Agreement and other Loan Documents and the Agent shall release its security interest in all of the Collateral of Stevens;

NOW, THEREFORE, in consideration of these premises, and the mutual covenants and agreements contained herein, the parties hereto agree as follows:

1. Release of Collateral. The Agent hereby terminates and releases its security interests in all of the Collateral (as defined in the Stevens PT Security Agreement), including, without limitation, the trademarks, trademark applications, patents and patent applications described on Schedule I attached hereto, and hereby assigns and transfers to Stevens, without recourse, all of the Agent's right, title and interest in and to such Collateral.

The Agent and Stevens hereby agree that the Stevens PT Security Agreement is terminated.

2. Miscellaneous. This Agreement shall be governed by and construed in accordance with the laws of The Commonwealth of Massachusetts (without regard to conflicts of laws principles). This Agreement may be executed in several counterparts and by each party on a separate counterpart, each of which when so executed and delivered shall be an original, but all of which together shall constitute one instrument.

IN WITNESS WHEREOF, the undersigned have caused this Release and Termination of Patent and Trademark Security Agreement to be executed under seal as of the date first set forth above.

BANKBOSTON, N.A., as Agent

By: *Joseph P. [unclear]*
Title: *V.P.*

MICHAEL STEVENS LTD.

By: _____
Title: _____

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The Agent and Stevens hereby agree that the Stevens PT Security Agreement is terminated.

2. Miscellaneous. This Agreement shall be governed by and construed in accordance with the laws of The Commonwealth of Massachusetts (without regard to conflicts of laws principles). This Agreement may be executed in several counterparts and by each party on a separate counterpart, each of which when so executed and delivered shall be an original, but all of which together shall constitute one instrument.

IN WITNESS WHEREOF, the undersigned have caused this Release and Termination of Patent and Trademark Security Agreement to be executed under seal as of the date first set forth above.

BANKBOSTON, N.A., as Agent

By: _____
Title:

MICHAEL STEVENS LTD.

By: Michael P. Carozzi
Title:

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SCHEDULE I

MICHAEL STEVENS LTD.
TRADEMARKS, TRADEMARK LICENSES, PATENTS, AND COPYRIGHTS

Trademark Registrations

United States

<u>Registration No.</u>	<u>Reg. Date</u>	<u>Mark</u>
1,960,288	March 5, 1996	WHAT A BAG
1,887,168	April 4, 1995	SERETA
1,853,653	September 13, 1994	DOVER
1,712,692	September 1, 1992	ARRIVALS
1,700,561	July 14, 1992	VALERIE BARAD
1,624,865	November 27, 1990	MICHAEL STEVENS LTD. Plus Design
1,622,525	November 13, 1990	MSL Plus Design
1,323,256	March 5, 1985	CLEMENTE
640,206	January 22, 1957	JR Plus Design

Trademark Applications

United States

<u>Serial No.</u>	<u>Filing Date</u>	<u>Mark or Name</u>
75/034,616	December 19, 1995	WONDERKELLY
75/034,493	December 19, 1995	ORGANIZED WONDERS
75/034,522	December 19, 1995	WONDER COSMETICS
75/034,439	December 19, 1995	WONDERESSENTIALS
75/034,523	December 19, 1995	ADDITIONS
75/034,524	December 19, 1995	M COLLECTION
74/699,868	July 11, 1995	MARRO CARRA Plus Design
74/679,461	May 23, 1995	WONDER WORKOUT
74/679,462	May 23, 1995	WONDER TRAVELLER
74/674,778	May 12, 1995	WHAT A BAG Plus Design
74/659,906	April 5, 1995	THE WONDERBACKPACK
74/659,905	April 5, 1995	THE WONDERWALLET
74/659,904	April 5, 1995	THE WONDERSCHOOLBAG
74/659,902	April 5, 1995	THE WONDERTOTE
74/659,898	April 5, 1995	THE WONDERCLUTCH
74/659,896	April 5, 1995	THE WONDERCOMMUTER
74/643,678	March 9, 1995	THE WONDERBAG
74/643,679	March 9, 1995	THE WONDERBAG (Stylized)
74/561,197	August 15, 1994	MARRO CARRA