

Form PTO-1594

(Rev 6-93)

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5.10.99

RECORDATION FOI
TRADEMA



101036332

Department of Commerce
Trademark Office

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

1. Name of conveying party(ies):

BankAmerica Business Credit, Inc.
40 East 52nd Street
New York, NY

- Individual(s)
- General Partnership
- Corporation-State Delaware
- Other: Bank
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other Release
- Merger
- Change of Name

Execution Date: January 28, 1999

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

Name: UMBRO INTERNATIONAL, INC.

Internal Address: _____

Street Address: 3207 North Pleasantburg Drive

City: Greenville State: SC ZIP: 29609

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

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

Additional name(s) & Address(es) attached? Yes No

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

If this document is being filed together with a new application, the execution date of the application is _____

A. Trademark Application No.(s)

See attached Schedule

B. Trademark No.(s)

See attached Schedule

Additional numbers attached Yes No

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

Name: Howard L. Rosenberg

Internal Address: Mayer, Brown & Platt

Street Address: 190 South LaSalle Street

City: Chicago State: IL ZIP: 60603

6. Total number of applications and trademarks involved: 18

7. Total fee (37 CFR 3.41): \$465.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

05/12/1999 SHABAZZ 00000158 644242

01 FC:481
02 FC:482

40.00 OP
425.00 OP

DO NOT USE THIS SPACE

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.

Howard L. Rosenberg
Name of Person Signing

Signature

May 3, 1999
Date

Total number of pages comprising cover sheet and document attachments: 8

SCHEDULE A

TRADEMARKS

COUNTRY	TRADEMARK	REGISTRATION NUMBER	APPLICATION NUMBER	REGISTRATION DATE	APPLICATION DATE
USA	ADJUSTON	644,242		4/16/57	
USA	HILTON HEAD	1,049,280		9/28/76	
USA	HARBOUR TOWN	1,029,690		1/6/76	
USA	SLINGS	1,025,293		11/18/75	
USA	S MART	883,522		12/30/69	
USA	SLEEP 'R PLAY	1,041,820		6/22/76	
USA	BOXERS AMERICA	1,675,599		2/11/92	
USA	CREE CO.	1,871,006		1/3/95	
USA	ADD-A-LENGTH	635,239		10/2/56	
USA	STONE	1,092,358		5/30/78	
USA	STONES WEAR GARMENTS	357,091		5/24/38	
USA	COLORGLO	357,090		5/24/38	
USA	SHIRTTAILS FOR TWO	670,264		11/25/58	
USA	STONE	1,140,430		10/14/80	
USA	US ACTION	1,291,175		8/21/84	
USA	STONE APPAREL A BRAND YOU CAN BELIEVE IN!	1,337,822		5/28/85	
USA	CONTENDER	1,370,237		11/12/85	
USA	KIDSTUFF	1,110,560			

RELEASE OF SECURITY INTEREST

This Release of Security Interest (this "Release"), dated as of April 23, 1999 is entered into by and between BankAmerica Business Credit, Inc., a Delaware corporation, with an office at 40 East 52nd Street, New York, New York ("Assignor"), and Umbro International, Inc., a South Carolina corporation with its principal place of business at 3207 North Pleasantburg Drive, Greenville, South Carolina 29609 ("Assignee").

WITNESSETH

WHEREAS, Assignee entered into a certain Loan and Security Agreement dated as of April 9, 1997 with certain financial institutions as described in the Loan and Security Agreement (the "Lenders"), as amended pursuant to that Amendment No. 1 to U.S. Loan and Security Agreement dated as of September 30, 1997, that certain Amendment No. 2 to U.S. Loan and Security Agreement dated November 14, 1997, that certain Amendment No. 3 to U.S. Loan and Security Agreement dated February 5, 1998, that certain Amendment No. 4 to U.S. Loan and Security Agreement dated March 9, 1998, that certain Amendment No. 5 to U.S. Loan and Security Agreement dated April 8, 1998, that certain Amendment No. 6 to U.S. Loan and Security Agreement dated July 29, 1998, that certain Amendment No. 7 to U.S. Loan and Security Agreement dated September 30, 1998 and the certain Amendment No. 8 to U.S. Loan and Security Agreement dated February 28, 1999 (and as further amended, restated, supplemented or otherwise modified from time to time in accordance with these terms, the "Credit Agreement");

WHEREAS, Assignee is a party to a Trademarks, Copyrights and Patents Collateral Assignment, Security Agreement and Mortgage, dated April 9, 1997 in favor of Assignor, as security trustee for the benefit of the Lenders (the "Assignment");

WHEREAS, the obligations of Assignee under the Credit Agreement have been fulfilled; and

WHEREAS, Assignor desires to release its security interest in the Trademarks, Copyrights and Patents (as those terms are defined in the Assignment) and any licenses thereof acquired from Assignee under the Assignment.

NOW, THEREFORE and in consideration of the premises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby agrees as follows:

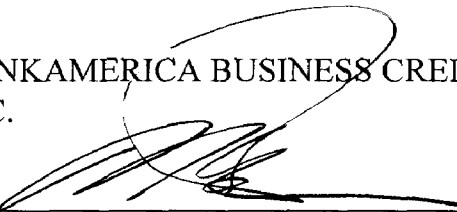
1. Assignor hereby grants, assigns and conveys to Assignee, without representation, warranty or recourse, all of Assignor's right, title and interest in and to all Trademarks which may have been acquired from Assignee pursuant to the Assignment, including, without limitation, the trademark applications and

trademarks listed in Schedule A attached hereto, all proceeds of infringement suits thereof, the right to sue for past, present and future infringement thereof and all rights corresponding thereto and in and to the goodwill and assets of the business to which each of the Trademarks relate (the "Associated Goodwill").

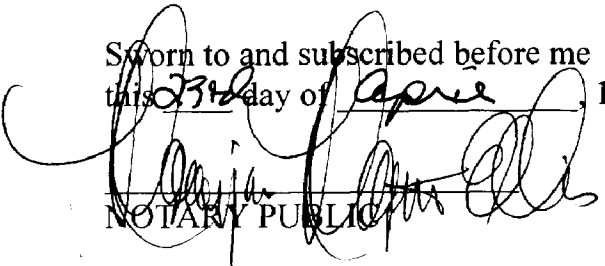
2. Assignor hereby grants, assigns and conveys to Assignee, without representation, warranty or recourse, all of Assignor's right, title and interest in and to all Patents which may have been acquired from Assignee pursuant to the Assignment, including, without limitation, the Patents listed in Schedule B attached hereto.
3. Assignor hereby grants, assigns, and conveys to Assignee, without representation, warranty or recourse, all of Assignor's right, title and interest in and to all Copyrights which may have been acquired from Assignee pursuant to the Assignment.
4. Assignor hereby grants, assigns, and conveys to Assignee, without representation, warranty or recourse, all of Assignor's right, title and interest in and to all licenses of Trademarks, Patents and Copyrights which may have been acquired from Assignee pursuant to the Assignment.
5. Assignor shall execute and deliver to Assignee concurrently with Assignor's execution of this Release, and from time to time hereafter at the expense of Assignee, all assignments, powers of attorney, and all documents that Assignee may reasonably request to release Assignor's interest in the Trademarks, the Associated Goodwill, the Patents and the Copyrights and in order to consummate fully all of the transactions contemplated under this Release.
6. Assignor unconditionally and irrevocably terminates the Assignment and all related assignments and documents (including the special powers of attorney related thereto) and confirms that these documents shall be of no further force or effect.
7. Assignor releases and discharges the liens on the Trademarks, Patents and Copyrights created pursuant to the Assignment.
8. This Release shall bind and inure to the benefit of the respective successors and assigns that the Assignor and Assignee.

IN WITNESS WHEREOF, Assignor has hereunder set its hand and seal as of the date set forth above.

BANKAMERICA BUSINESS CREDIT,
INC.

By: 
Title: Senior Act. Executive

Sworn to and subscribed before me
this 07th day of June, 1999.


NOTARY PUBLIC

(NOTARY SEAL)

My Commission Expires:
October 31, 1999

WYNNE MAXIN ELLS
Notary Public, State of New York
No. 01EL 4779258
Qualified in Bronx County
Commission Expires Oct 31, 1999

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USA	KIDSTUFF	1,110,560			

SCHEDULE B

PATENTS

1. STONE MANUFACTURING CO.

COUNTRY	PATENT	APPL. NO./ PATENT NO.	FILING DATE/ ISSUE DATE
USA	STONE MANUFACTURING CO.	2843-852	??

SCHEDULE C - COPYRIGHTS

NONE