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FORM PTO-1594 (Rev. 8-82)

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HEET

U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office

CLASS No. 0851-0011 (exp. 4/94)

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Tab settings 0000

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

1. Name of conveying party(ies):

BNY Financial Corporation

- Individual(s)
- General Partnership
- Corporation-State NY
- Other

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

2. Name and address of receiving party(ies)

Name: Hampton Industries Inc
 Internal Address: 2000 Greenville Highway
 Street Address: P.O. Box 6014
 City: Kinston State: NC ZIP: 28502

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State NORTH 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

3. Nature of conveyance:

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

Execution Date: 5/16/99

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

A. Trademark Application No.(s)

See Schedule

B. Trademark Registration No.(s)

Additional numbers attached? Yes No

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

Robert S. ...
 Return To
 National Corporate Research, LTD.
 225 W. 34th St., Suite 910
 New York, N.Y. 10122
 (800) 221-0102 (212) 947-7200
10th Floor
 City: NY State: NY ZIP: 10117

6. Total number of applications and registrations involved: 11

7. Total fee (37 CFR 3.41) 90.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

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

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01 FE:481 40.00 OP
02 FE:482 250.00 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.

Wm Shober
Name of Person Signing

[Signature]
Signature

5/10/99
Date

Total number of pages including cover sheet, attachments, and document: 3

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

TRADEMARK
REEL: 001906 FRAME: 0703

SCHEDULE A

U.S. Trademark Registrations
 Owned and in the Name of
Samsons Inc.

<u>Mark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Renewal</u>
Campus and Design	189,503	09/23/24	09/23/04
Campus	925,567	12/14/71	12/14/01
Le Tigre	1,186,863	01/19/82	01/19/02
Le Tigre & Tiger Design	1,187,764	01/26/82	01/26/02
Campus Le Tigre & Tiger	1,188,721	02/02/82	02/02/02
	1,192,818	03/30/82	03/30/02
Rugged Country	1,371,468	11/19/85	11/19/05
J.J. Cochran	1,433,445	03/17/87	03/17/07
Le Tigre & Tiger Design	1,490,278	05/31/88	05/31/08
X-Statx	1,564,672	11/07/89	11/07/99
X-Statx	1,636,969	03/05/91	03/05/01

RELEASE AND REASSIGNMENT

THIS RELEASE AND REASSIGNMENT is made this 6th day of May, 1999 by **BNY FINANCIAL CORPORATION ("BNY")**.

WHEREAS, Samsons Inc., a North Carolina Corporation ("Borrower") and BNY Financial Corporation as Agent, a New York Corporation ("BNY"), are parties to a certain Trademark Collateral Assignment and Security Agreement dated as of May 3, 1996 as it may be amended from time to time pursuant to which BNY made certain loans and other financial accommodations to Borrower and pursuant to which Borrower granted a security interest in and to the Trademarks as each is defined below; and

WHEREAS, the Trademark mortgage was recorded in the United States Patent and Trademark Office on June 28, 1996 at Patent Reel 1515, Frames 0312; and

WHEREAS, the liabilities have been partially satisfied and, therefore, Borrower has requested that BNY release its security interest in the Trademarks and reassign the same to Borrower.

NOW THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged:

1. BNY hereby releases its security interest in Borrower's right, title and interest in and to all of Borrower's now owned or existing and filed and hereafter acquired or arising and filed:

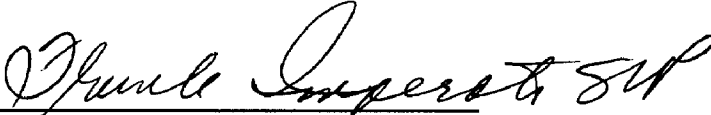
(a) trademarks, trademark registrations, tradenames and trademark applications listed on Schedule A attached hereto, and made a part hereof, and (i) renewals and extensions thereof, (ii) all income, royalties, damages and payments now and hereafter due and/or past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof, and (iv) all rights corresponding thereto throughout the world (all of the foregoing trademarks, trademark registrations, tradenames and applications, together with the items described in clauses (i)-(iv) if this subparagraph, are hereinafter referred to as the "Trademarks"); and

(b) the goodwill of Borrower's business connected with and symbolized by the Trademarks.

2. BNY hereby reassigns, grants and conveys to Borrower, without any representation, recourse or undertaking by BNY, all of BNY's rights, title and interest, in and to the above Trademarks.

IN WITNESS WHEREOF, BNY has caused this Release and Reassignment to be duly executed by its duly authorized officer as of the day and year first above written.

BNY FINANCIAL CORPORATION

By: 
Senior Vice President