

07-20-1999



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Submission Type



New



Resubmission (Non-Recordation)

Document ID #



Correction of PTO Error

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Corrective Document

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Frame #

Conveyance Type



Assignment



License



Security Agreement



Nunc Pro Tunc Assignment



Merger



Change of Name



Other

RELEASE

Effective Date
Month Day Year

Conveying Party



Mark if additional names of conveying parties attached

Name

GENERAL ELECTRIC CAPITAL CORPORATION

Execution Date
Month Day Year

4 27 99

Formerly



Individual



General Partnership



Limited Partnership



Corporation



Association



Other



Citizenship/State of Incorporation/Organization

NEW YORK

Receiving Party



Mark if additional names of receiving parties attached

Name

CUBAN CIGAR BRANDS, U.V.

DBA/AKA/TA

Composed of

Address (line 1)

5900 NORTH ANDREWS AVENUE

Address (line 2)

Address (line 3)

FORT LAUDERDALE

FLORIDA, U.S.A.

33309



Individual



General Partnership



Limited Partnership



If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)



Corporation



Association



Other



Citizenship/State of Incorporation/Organization

NETHERLANDS ANTILLES

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Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name GRIMES & BATTERSBY
Address (line 1) THREE LANDMARK SQUARE
Address (line 2) P.O. BOX 1311
Address (line 3) STAMFORD, CONNECTICUT 06904
Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number (203) 324-2828

Name GRIMES & BATTERSBY
Address (line 1) THREE LANDMARK SQUARE
Address (line 2) P.O. BOX 1311
Address (line 3) STAMFORD, CONNECTICUT 06904
Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

1

Trademark Application Number(s) or Registration Number(s)

☐ Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

<u>1,435,633</u>		

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed ☐

Deposit Account ☒

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

072162

Authorization to charge additional fees:

Yes ☒

No ☐

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. Charges to deposit account are authorized, as indicated herein.

MELISSA T. ROSSE
Name of Person Signing

Melissa T. Rosse
Signature

6/30/99
Date Signed

RELEASE

THIS RELEASE is granted as of the 27th day of April, 1999 and is delivered by GENERAL ELECTRIC CAPITAL CORPORATION, in its capacity as Collateral Agent for the benefit of Lenders under the Credit Agreement referred to below.

WITNESSETH:

WHEREAS, Hartmarx Corporation, as "Borrower", has entered into that certain Credit Agreement dated as of March 23, 1994, as thereafter amended (the "Credit Agreement"), with and among Managing Agent, Lenders, Co-Agents and Guarantors (as those terms are defined in the Credit Agreement); and

WHEREAS, pursuant to that certain Trademark Security Agreement executed and delivered in connection with the Credit Agreement, Hartmarx, as a Grantor, together with its direct and indirectly wholly-owned subsidiaries (collectively, the "Grantors"), including M. Wile & Company, Inc. ("M. Wile"), has granted to Collateral Agent, for the benefit of Lenders, a lien on and security interest in all of the Grantors' rights, title and interest in and to, *inter alia*, its United States trademarks, including the trademark MONTE CRISTO for use in connection with men's tailored clothing, as registered in the United States Patent and Trademark Office, Reg. No. 1,435,633 (the "Trademark"); and

WHEREAS, Lenders wish to release the security interest covering the Trademark;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Lenders hereby release the aforementioned lien on and security interest in the Trademark and discharge, quit claim and relinquish (without recourse and without any representation or warranty) unto Cuban Cigar Brands, N.V., a Netherlands Antilles corporation (as the purchaser of the Trademark from M. Wile pursuant to agreement and that certain Trademark Assignment from M. Wile dated as of October 24, 1994), any and all rights, title and interest it has in and to the Trademark, and more particularly, releases the lien and security interest in the Trademark granted under the Trademark Security Agreement executed and delivered in connection with the Credit Agreement.

IN WITNESS WHEREOF, the undersigned has executed and delivered this Release on the date first written above.

GENERAL ELECTRIC CAPITAL
CORPORATION

By: Mitchell J. MK

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