

08-16-1999



ET

101119324

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies):

Submission Type

New
 Resubmission (Non-Recordation)

Conveyance Type

Assignment
 Security Agreement
 License
 Nunc Pro Tunc Assignment

Document ID#

[Empty box]

Effective Date
Month Day Year

Correction of PTO Error

Reel # [] Frame # []

Merger

7/29/99

Corrective Document

Reel # [] Frame # []

Change of Name

Other Release of Security Interest

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name BANKBOSTON, N.A.

07/29/99

Formerly

[Empty box]

Individual General Partnership Limited Partnership Corporation Association

Other Administrative Agent

Citizenship /State of Incorporation/Organization

[Empty box]

Receiving Party

Mark if additional names of receiving parties attached

Name Starter Outlet Stores, Inc.

DBA/AKA/TA

[Empty box]

Composed of

[Empty box]

Address (line 1) 370 James Road

Address (line 2)

[Empty box]

Address (line 3) New Haven

CT

06513

City

State/Country

Zip Code

Individual General Partnership Limited Partnership

Corporation Association

Other

[Empty box]

Citizenship/State of Incorporation/Organization Delaware

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 the Assignment.)

08/13/1999 DC0ATES 00000020 1788648

FOR OFFICE USE ONLY

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40.00 DP

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name
Address (line 1)
Address (line 2)
Address (line 3)
Address (line 4)

Correspondent Name and Address

Area Code and Telephone
Number

Name
Address (line 1)
Address (line 2)
Address (line 3)
Address (line 4)

Pages

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

#

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)

<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

Registration Number(s)

<input type="text" value="1,788,640"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:
Deposit Account

Enclosed

Deposit Account

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

Deposit Account Number:

#

Authorization to charge additional fees:

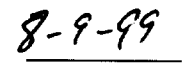
Yes No

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.


Name of Person Signing


Signature


Date Signed

RELEASE OF SECURITY INTEREST IN TRADEMARKS

This Release of Security Interest in Trademarks is dated as of July 29, 1999, by BANKBOSTON, N.A., as Administrative Agent ("Agent").

WHEREAS, Agent and STARTER CORPORATION, STARTER GALT, INC. and STARTER OUTLET STORES, INC. (all referred to collectively as "Borrowers") were parties to certain Trademark Collateral Security Agreement and Pledge Agreements, and Supplemental Trademark Collateral Security Agreement and Pledge Agreements, including the following:

- 1) Trademark Collateral Security Agreement and Pledge Agreement between STARTER CORPORATION and Agent, dated as of May 13, 1997 and recorded in the U.S. Patent and Trademark Office on June 16, 1997, at Reel 1600 Frame 0326;
- 2) Supplemental Trademark Collateral Security Agreement and Pledge Agreement between STARTER CORPORATION and Agent, dated as of March 31, 1998 and recorded in the U.S. Patent and Trademark Office on June 18, 1998, at Reel 1752 Frame 0397;
- 3) Trademark Collateral Security Agreement and Pledge Agreement between STARTER GALT, INC. and Agent, dated as of May 13, 1997 and recorded in the U.S. Patent and Trademark Office on June 16, 1997, at Reel 1607 Frame 0908;
- 4) Supplemental Trademark Collateral Security Agreement and Pledge Agreement between STARTER GALT, INC. and Agent, dated as of March 31, 1998, and recorded in the U.S. Patent and Trademark Office on June 18, 1998 at Reel 1752 Frame 0665;
- 5) Trademark Collateral Security Agreement and Pledge Agreement between STARTER OUTLET , INC. and Agent, dated as of May 13, 1997, and recorded in the U.S. Patent and Trademark Office on June 16, 1997 at Reel 1599 Frame 0752,

all referred to collectively as the "Agreements".

WHEREAS, pursuant to the Agreements the Borrowers granted, assigned and conveyed to Agent a security interest in Borrowers' right, title and interest in and to all of Borrowers' U.S. and worldwide trademark applications and registrations, including all of Borrowers' owned or existing and filed and acquired or arising and filed: trademarks, service marks, trademark or service mark registrations, trade name or trademark and service mark applications, and including without limitation, the U.S. trademark applications and registrations listed on Schedule A, attached hereto and made a part hereof (the "Trademarks") and together in each case with the goodwill of the Borrowers' business connected with the use of and symbolized by, the Trademarks; and

WHEREAS, Borrowers filed for Bankruptcy in U.S. Bankruptcy Court for the District of Delaware, as Case No. 99-906 (PJW); and

WHEREAS, as part of the Order dated July 14, 1999, the Court granted the Motion of the Borrowers to transfer certain assets, including the Trademarks, free and clear of all Encumbrances under Sections 105 and 363(f) of the Bankruptcy Code, except as may be set forth in the Asset Purchase Agreement, dated on or about July 14, 1999, between the Debtors and Schottenstein\SC Acquisition, L.L.C. (the "Asset Purchase Agreement").

NOW, THEREFORE, Agent hereby releases and terminates its security interest in and liens on the Trademarks, provided, however, the term "Trademarks" shall not include (and the Agent is not terminating its security interests in and liens on) the European Marks (as such term is defined in the Asset Purchase Agreement).

Agent further agrees, solely at Borrowers' expense, to execute such other documents as Borrower shall reasonably request to evidence such termination.

IN WITNESS WHEREOF, Agent has caused this Release of Security Interest in Trademarks to be duly executed as of the day and year first above written.

BANKBOSTON, N.A., as
Administrative Agent

By: Robert S. Allen

Name: Robert S. Allen

Title: MANAGING DIRECTOR

COMMONWEALTH OF MASSACHUSETTS)

) SS:
COUNTY OF Suffolk)

The foregoing Release of Security Interest In Trademarks was executed and acknowledged before me on this 3 day of August, 1999, by Robert J Allen, personally known to me to be a MANAGING DIRECTOR of BANKBOSTON, N.A..

Carmen Rosado
Notary Public

My Commission Expires 11/21/02
Carmen Rosado-Barros
Notary Public

Schedule "A"
STARTER OUTLET STORES, INC.

<u>Int'l Class</u>	<u>Trademark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
42	FIRST PICK	1,788,640	08/17/93