

08-18-1999

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Tab settings

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

1. Name of conveying party(ies):

BankBoston, N.A.
100 Federal Street
Boston, MA 02110

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

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

3. Nature of conveyance:

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

Execution Date: June 30, 1999

2. Name and address of receiving party(ies)

Name: Filene's Basement, Inc.

Internal Address:

Street Address: 40 Walnut Street

City: Wellesley State: MA ZIP: 02481

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

If assignee is not domiciled in the United States, a domestic representative designation is attached (Designations must be a separate documents from assignment)

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

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

A. Trademark Application No. (s)

75/570,516

B. Trademark Registration No. (s)

1,733,150	1,280,220	1,453,285	1,521,882
1,524,651	1,526,992	1,529,807	1,522,736
1,524,649	1,325,824	1,379,255	1,523,624
1,682,300	1,542,680	1,334,395	1,310,162

Additional numbers attached? Yes No

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

Name: Garrett Elias

Internal Address:

Street Address: Paul, Hastings, Janofsky & Walker
1055 Washington Boulevard

City: Stamford State: CT ZIP: 06902

6. Total number of applications and registrations involved: 17

7. Total fee (37 CFR 3.41).....\$ 440.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

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

08/17/1999 DATES 0000093 75570516

01 FC:481 40.00 DP
02 FC:482 400.00 DP

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.

Garrett Elias
Name of Person Signing

Garrett Elias
Signature

8/13/99
Date

Total number of pages including cover sheet, attachments, and document: 6

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments

**TERMINATION AND RELEASE OF SECURITY INTEREST
IN TRADEMARKS**

FILENE'S BASEMENT, INC.

TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS, dated as of July __, 1999, by BankBoston, N.A., a national banking association with its principal place of business at 100 Federal Street, Boston, Massachusetts 02110, acting not in its individual capacity but solely as collateral agent (the "Agent") for BankBoston Retail Finance Inc. and other lending institutions (hereinafter collectively referred to as the "Lenders") which are or may in the future become parties to a Second Amended and Restated Revolving Credit Agreement dated as of January 22, 1999 (as amended and in effect from time to time, the "Credit Agreement"), by and among Filene's Basement, Inc. (the "Company"), Filene's Basement Corp. ("FBC"), the Lenders, BankBoston Retail Finance Inc., as agent for the Lenders (the "Administrative Agent"), the Agent and BancBoston Robertson Stephens Inc., as arranger for the Lenders.

WHEREAS, the Company, FBC, the Administrative Agent, the Agent and the Lenders have entered into the Credit Agreement;

WHEREAS the Company and the Agent entered into (a) a Security Agreement, dated as of May 23, 1996 (as amended and in effect from time to time, the "Security Agreement"), (b) a Trademark Collateral Security and Pledge Agreement dated as of May 23, 1996 (as amended and in effect from time to time, the "Trademark Agreement"), which Trademark Agreement was recorded with the United States Patent and Trademark Office on or about May 29, 1996 at Reel 1476, Frame 0185, and (c) a First Supplemental Trademark Collateral Security and Pledge Agreement dated as of January 22, 1999 ("Supplemental Trademark Agreement") which Supplemental Trademark Agreement was recorded with the United States Patent and Trademark Office on or about February 1, 1999, at Reel 1847, Frame 0131, each for the purpose of securing certain obligations of the Company to the Lenders;

WHEREAS, pursuant to the Credit Agreement, the Security Agreement, the Trademark Agreement and the Supplemental Trademark Agreement, the Company granted the Agent a continuing security interest in and first priority lien on all of the Pledged Trademarks (as defined in each of the Trademark Agreement and the Supplemental Trademark Agreement), including without limitation the trademarks identified on Exhibit A attached hereto, and pledged and mortgaged, (but did not transfer title to) the Pledged Trademarks to the Agent; and

WHEREAS, the Company has entered into certain financing arrangements with certain lenders and a portion of the loans extended pursuant thereto have been used to repay in full the Company's Obligations (as such term is defined in the Credit Agreement) pursuant to the Credit Agreement; and the Agent has agreed to terminate and release its security interest and its right, title and interest in the Pledged Trademarks as herein provided upon repayment by the Company of the Obligations;

NOW, THEREFORE, for valuable consideration and pursuant to the terms and conditions set forth in the Credit Agreement and the Trademark Agreement:

The Agent hereby terminates and releases its security interest and first priority lien on the Pledged Trademarks granted pursuant to the Credit Agreement, the Security Agreement, the Trademark Agreement and the Supplemental Trademark Agreement, including without limitation the Pledged Trademarks identified on Exhibit A attached hereto, and the Agent hereby assigns and transfers to the Company, without recourse, the Agent's entire right, title and interest in and to the Pledged Trademarks granted pursuant to the Credit Agreement, the Security Agreement, the Trademark Agreement and the Supplemental Trademark Agreement, including without limitation the Pledged Trademarks listed on Exhibit A attached hereto, effective as of the date set forth above.

BANKBOSTON, N.A.,
as Agent

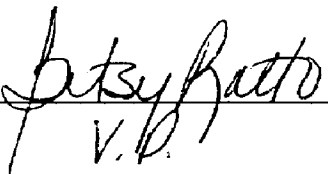
By: 
Title: V.P.

Exhibit A

Trademarks and Trademark Registrations

<u>Trademark</u> or <u>Service Mark</u>	<u>Registrations --</u> <u>United States Patent and Trademark Office</u> <u>Registration No.</u>	<u>Registration Date</u>
Saddles	1,733,150	11/17/92
Filene's Basement of Boston	1,280,220	5/29/84
Boston Clipper Quality	1,453,285	8/18/87
Global View	1,521,882	1/24/89
Global View	1,524,651	2/14/89
Basic Gear	1,526,992	2/28/89
Basic Gear	1,529,807	3/14/89
Lauren Allen	1,522,736	1/31/89
ML Studio	1,524,649	2/14/89
Filene's Basement of Boston	1,325,824	3/19/85
Boston Clipper Established	1,379,255	1/21/86
Richards & Jones	1,523,624	2/7/89
Currier & Branch	1,682,300	3/7/95
Precise	1,542,680	
Robert Woods L/td	1,334,395	
Kenneth Moore Collection	1,310,162	

Pending Applications

United States Patent and Trademark Office

<u>Trademark</u> or <u>Service Mark</u>	<u>Serial No.</u>	<u>Filing Date</u>
Aisle 3	75/570,516	10/14/98

LAW OFFICES OF
PAUL, HASTINGS, JANOFSKY & WALKER LLP

A LIMITED LIABILITY PARTNERSHIP INCLUDING PROFESSIONAL CORPORATIONS

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August 13, 1999

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OUR FILE NO.

17317.97364

VIA FEDERAL EXPRESS

Commissioner of Patents & Trademarks
1213 Jefferson Davis Highway
Suite 320
Washington, D.C. 20231

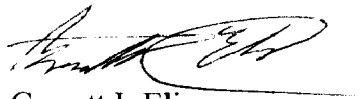
Re: General Electric Capital Corporation/Filene's Basement, Inc.

Dear Ladies and Gentlemen:

Enclosed please find one application for a termination of certain trademarks being conveyed to Filene's Basement, Inc. with a check for \$440.00 for the recordation of such conveyances. Kindly acknowledge receipt by file stamping the enclosed copy of this letter and application and returning same to me in the enclosed self addressed stamped envelope.

If there are any questions, please do not hesitate to call me at (203) 961-7430.

Very truly yours,



Garrett I. Elias
Paralegal

Enclosures

STM/143586.1

