

08-26-1999

FORM PTO-1618A  
Expires 06/30/99  
OMB 0651-0027



101127884

U.S. Department of Commerce  
Patent and Trademark Office  
TRADEMARK

### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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

#### Submission Type

- New
- Resubmission (Non-Recordation)  
Document ID #
- Correction of PTO Error  
Reel #  Frame #
- Corrective Document  
Reel #  Frame #

#### Conveyance Type

- Assignment  License
  - Security Agreement  Nunc Pro Tunc Assignment
  - Merger  Change of Name
  - Other
- Effective Date  
Month Day Year

#### Conveying Party

Mark if additional names of conveying parties attached

Name

Execution Date  
Month Day Year

Formerly

- Individual  General Partnership  Limited Partnership  Corporation  Association
- Other
- Citizenship/State of Incorporation/Organization

#### Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

- Individual  General Partnership  Limited Partnership
- Corporation  Association
- Other

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.)

Citizenship/State of Incorporation/Organization

08/25/1999 MTHAI1 00000313 1146445

FOR OFFICE USE ONLY

01 FC:481  
02 FC:482

40.00 OP  
225.00 OP

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

TRADEMARK  
REEL: 001948 FRAME: 0347

**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)**

**Registration Number(s)**

**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:

#

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.

David E. Boundy

20 August 99

Name of Person Signing

Signature

Date Signed

# RECORDATION FORM COVER SHEET CONTINUATION TRADEMARKS ONLY

## Conveying Party

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date

Month Day Year

Name

Formerly

Individual  General Partnership  Limited Partnership  Corporation  Association

Other

Citizenship State of Incorporation/Organization

## Receiving Party

Enter Additional Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

Individual  General Partnership  Limited Partnership

Corporation  Association

Other

Citizenship/State of Incorporation/Organization

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

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

Mark if additional numbers attached

### Trademark Application Number(s)

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### Registration Number(s)

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SCHEDULE A

<u>Trademark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
FUNDIES	1,146,445	01/27/81
HANG UPS	1,475,978	02/09/88
KICK-A-WAY	181,556	03/25/24
KICK-A-WAY	1,322,278	02/26/85
LOVEPAK	1,237,443	05/10/83
LOVEPATS	1,186,905	01/19/82
LOVEPATS LOGO	1,207,348	09/07/82
UNDERWEAR-ABLES	1,290,229	08/14/84
KICKAWAY	870,132	05/27/69
WUNDIES	582,953	11/24/53

## RELEASE OF SECURITY INTEREST

WHEREAS, Wundies Enterprises, Inc., a corporation formed under the laws of Delaware ("Borrower") located at One Penn Plaza, New York, New York 10119, is the owner of the trademarks shown in Schedule A (the "Marks"); and

WHEREAS, Borrower is obligated to Agent and Lenders (each as hereafter defined) pursuant to (i) a Revolving Credit, Term Loan and Security Agreement (the "Credit Agreement"), dated January 31, 1997, by and among Borrower, IBJ Whitehall Business Credit Corporation ("IBJ") (as successor to IBJ Schroder Bank & Trust Company) and each of the various financial institutions named therein or which became a party thereto (IBJ and such other financial institutions, collectively "Lenders"), and IBJ as agent (in such capacity, "Agent") for Lenders, (ii) a Trademark Collateral Security Agreement, dated January 31, 1997, made by Borrower in favor of Agent for the ratable benefit of Lenders, and (iii) a Trademark Assignment of Security, dated January 31, 1997, made by Borrower in favor of Agent for the ratable benefit of Lenders, which Trademark Assignment of Security was recorded in the United States Patent and Trademark Office at Real 1538, Frames 0824-0828 (as amended, supplemented, restated or modified from time to time, collectively, the "Agreements"); and

WHEREAS, pursuant to the Agreements, Borrower had granted to Agent for the ratable benefit of Lenders a security interest in the Marks, the goodwill of the business symbolized by the Marks, and the registrations and applications therefor; and

WHEREAS, all of Borrower's Obligations (as defined in the Credit Agreement) have now been satisfied and Agent, on behalf of the Lenders, wishes to formally release and reconvey to Borrower the security interest in and to the Marks.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Agent on behalf of the Lenders, does hereby release and forever discharge and reconvey to Borrower all of the Lenders' security interest in and mortgage on Borrower's right, title and interest in and to the Marks, so that it is as if the security interest and mortgage had never been granted by Borrower; and Agent and Lenders do further acknowledge and affirm that all of the rights and remedies of Lenders with respect to the security interest and mortgage concerning the Marks have been and are hereby extinguished.

IN WITNESS WHEREOF, Agent has caused this RELEASE OF SECURITY INTEREST to be executed by its duly authorized officer as of the 30th day of June 1999.

IBJ WHITEHALL BUSINESS CREDIT CORPORATION,  
as successor to IBJ Schroder Bank & Trust Company

By: Jay J. Just  
Vice President  
Title

NYDOCS04/247284