

10-04-1999



09-23-1999

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U.S. Patent & TMO/c/TM Mail Rpt Dt. #31

RECORDED

EET

Handwritten: Mac 9/23/99

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

Execution Date
Month Day Year

Name

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)

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

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.)

10/01/1999 MTHAI1 00000371 0582224

FOR OFFICE USE ONLY

01 FC:481 40.00 OP
02 FC:482 675.00 OP

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)

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="0582224"/>	<input type="text" value="0593295"/>	<input type="text" value="0630478"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="0683332"/>	<input type="text" value="0748841"/>	<input type="text" value="0757827"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="0778214"/>	<input type="text" value="0778215"/>	<input type="text" value="0896548"/>

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.

Harvey B. Jacobson, Jr.

Sept. 23, 1999

Name of Person Signing

Signature

Date Signed



REGISTRATION FORM COVER SHEET
ASSIGNMENT
TRADEMARKS ONLY

Conveying Party
Enter Additional Conveyi

09-23-1999

U.S. Patent & TMOs/TM Mail RptDt. #31

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

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.)

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"/>
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Registration Number(s)

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<input type="text" value="1309046"/>	<input type="text" value="1377363"/>	<input type="text" value="1460109"/>
<input type="text" value="1470752"/>	<input type="text" value="1537451"/>	<input type="text" value="1756979"/>
<input type="text" value="0775874"/>	<input type="text"/>	<input type="text"/>

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

WHEREAS, by means of a Trademark Collateral Assignment and Security Agreement (the "September 20, 1993 Security Agreement") dated as of September 20, 1993 by and between Vera Licensing, Inc. ("Vera") and The CIT Group/Commercial Services, Inc. ("CIT/CSI"), Vera assigned a security interest in certain Trademarks and Other Collateral to CIT/CSI;

WHEREAS, the Trademarks and other collateral assigned pursuant to the September 20, 1993 Security Agreement include: (a) all of Vera's then existing or thereafter acquired right, title, and interest in and to all of Vera's trademarks, trade names, trade styles and service marks, all prints and labels on which said trademarks, trade names, trade styles and service marks appear, have appeared or will appear, all designs and general intangibles of a like nature, all applications, registrations and recordings relating to the foregoing in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state thereof, any political subdivision thereof or in any other countries, and all reissues, extensions and renewals thereof including those trademarks, terms, designs and applications described in Exhibit 1 hereto (the "Trademarks") which Exhibit 1 is hereby incorporated into and made a part of this Agreement; (b) the goodwill of the business symbolized by each of the Trademarks, including, without limitation, all customer lists and other records relating to the distribution of products or services bearing the Trademarks; and (c) any and all proceeds of any of the foregoing, including, without limitation, any claims by Vera against third parties for infringement of the Trademarks or any licenses with respect thereto (all of the foregoing are collectively referred to herein as the "Trademarks and other Collateral").

WHEREAS, the September 20, 1993 Security Agreement was recorded in the United States Patent and Trademark Office on October 4, 1993, at Reel 1042, Frame 0090 and is shown in the records of the such Office as a security interest;

WHEREAS, by means of an Amended and Restated Trademark Collateral Assignment and Security Agreement ("May 11, 1999 Amended and Restated Agreement") dated as of May 11, 1999 by and between Vera Licensing, Inc. ("Vera") and The CIT Group/Commercial Services, Inc. ("CIT"), Vera assigned a security interest in certain Trademarks and other Collateral to CIT/CSI as "Agent" for certain financial institutions (hereinafter the "Lenders") that have been, now are, or in the future will be party to the "Credit Agreement" as defined in the May 11, 1999 Amended and Restated Agreement;

WHEREAS, the Trademarks and other Collateral assigned pursuant to the May 11, 1999 Amended and Restated Agreement include all of Vera's then existing or thereafter acquired right, title, and interest in and to all of Vera's trademarks, trade names, tradestyles and service marks, all prints and labels on which said trademarks, tradenames, tradestyles and service marks appear, have appeared or will appear, all designs and general intangibles of a like nature, all applications, registrations and recordings relating to the foregoing in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof, any political

subdivision thereof or in any other countries, and all reissues, extensions and renewals thereof including those trademarks, terms, designs and applications described in Exhibit 2 hereto (the "Trademarks") which Exhibit 2 is hereby incorporated into and made a part of this Agreement; (b) the goodwill of the business symbolized by and connected with each of the Trademarks, including, without limitation, all customer lists and other records relating to the distribution of products or services bearing the Trademarks; and (c) any and all proceeds of any of the foregoing, including, without limitation, any claims by Vera against third parties for infringement of the Trademarks or any licenses with respect thereto (all of the foregoing are collectively referred to herein as the "Trademarks and Other Collateral").

WHEREAS, the May 11, 1999 Amended and Restated Agreement was recorded in the United States Patent and Trademark Office on June 10, 1999, at Reel 001911, Frame 0271 and is shown in the records of the such Office as a Security Interest;

WHEREAS, pursuant to a Bill of Sale and Assumption Agreement dated as of June 10, 1999, and pursuant to a Trademark Assignment effective June 10, 1999, Vera assigned all right, title and interest to, among other things, certain trademarks, license agreements and related materials to The Tog Shop, Inc., including the Trademarks and Other Collateral, referenced above and as more particularly described in Exhibits 1 and 2 (the "Assigned Trademarks");

WHEREAS, CIT/CSI, for itself and as Agent to the Lenders, desires to release all rights, title and interest in the Assigned Trademarks under both the September 20, 1993 Security Agreement and the May 11, 1999 Amended and Restated Agreement, the goodwill of the business associated with the Assigned Trademarks, and any and all proceeds of any of the foregoing, including without limitation, any claims against third parties for infringement of the Assigned Trademarks or any licenses with respect thereto, with the sole exception of the Trademarks and Other Collateral that first came into existence under those agreements on or after June 11, 1999, which is the day after Vera's agreements with The Tog Shop, Inc. ("the New Trademarks");

WHEREAS, this release (i) shall not be construed to waive or in any manner affect or invalidate the security interest of CIT/CSI in the New Trademarks pursuant to the September 20, 1993 Security Agreement and the May 11, 1999 Amended and Restated Agreement; (ii) does not satisfy any of the Obligations (as such term is defined in the September 20, 1993 Security Agreement and in the May 11, 1999 Amended and Restated Agreement), and (iii) is without prejudice to CIT/CSI's rights to collect the Obligations from Vera and/or from any and all other persons or entities obligated therefor, excluding The Tog Shop, Inc., and/or from the collateral granted to or held by CIT/CSI other than the Assigned Trademarks;

WHEREAS, CIT/CSI, for itself and as "Agent" to the Lenders, agrees that The Tog Shop, Inc. and its parent companies, subsidiaries, successors and assigns (hereinafter collectively "The Tog Shop") does not have and shall not have any legal obligations to CIT/CSI and/or to the Lenders under the September 20, 1993 Security Agreement, the May 11, 1999 Amended and Restated Agreement, and any other Agreement identified or referenced in either the September 20, 1993 Security Agreement and/or the May 11, 1999 Amended and Restated Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, CIT/CSI, for itself and as "Agent" to the Lenders, hereby terminates and releases any and all rights, title and interest, including any security interest, in and to the Assigned Trademarks, the goodwill of the business associated with the Assigned Trademarks, and any and all proceeds of any of the foregoing, including without limitation, any claims against third parties for infringement of the Assigned Trademarks or any license with respect thereto.

It is expressly agreed that this Termination and Release of Security Interest in Trademarks releases all right, title and interest in and to (a) the Assigned Trademarks described in Exhibit 1 and Exhibit 2 hereto; (b) the goodwill of the business symbolized by the Assigned Trademarks, including, without limitation, all customer lists and other records relating to the distribution of products or services bearing the Assigned Trademarks; and (c) any and all proceeds of any of the foregoing, including, without limitation, any claims by Vera against third parties for infringement of the Assigned Trademarks or any licenses with respect thereto, and CIT/CSI for itself and as Agent to the Lenders, no longer claims any right, title and interest, including any security interest, in the Assigned Trademarks, their associated goodwill and the proceeds from claims for infringement of the Assigned Trademarks and/or from licenses relating thereto.

It is further agreed that The Tog Shop does not have and shall not have any legal obligations to CIT/CSI and/or to the Lenders under the September 20, 1993 Security Agreement, the May 11, 1999 Amended and Restated Agreement, and any other Agreement identified or referenced in either the September 20, 1993 Security Agreement and/or the May 11, 1999 Amended and Restated Agreement.

Two original counterparts of this Agreement shall be executed and all counterparts so executed shall together constitute one and the same agreement, binding and enforceable against the parties hereto.

Effective this 14th day of September, 1999.

THE CIT GROUP/COMMERCIAL SERVICES, INC.
For itself and as Agent to the Lenders

By: Charles M. Carbone

Title: VICE PRESIDENT

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On this 14 day of Sept., 1999 before me personally came Charles M. Carbone, to me known, who, being duly sworn, did depose and say, that (s)he is the Vice President of THE CIT GROUP/COMMERCIAL SERVICES, INC., the corporation described in and which executed the foregoing instrument; and that (s)he signed her/his name thereto by order of the Board of Directors of said corporation.

Mary Nell Hawk
Notary Public, State of New York

Notary No. 31-4874859
Qualified in Ny County
My Commission Expires 12-22-00.

MARY NELL HAWK
Notary Public, State of New York
#31-4874859
Qualified in New York County
Commission Expires December 22, 2000

[SEAL]

EXHIBIT I

To Termination and Release of Security Interest in Trademarks

VERA LICENSING, INC.

Exhibit A

<u>TRADEMARK</u>	<u>REGISTRATION NO.</u>
SPRING TIP	582,224
VERALINE	593,295
HUGGY	630,478
VERA	683,332
VERACLOTH	748,841
LADY BUG DESIGN	757,827
VERASHEER	778,214
VERACREPE	778,215
VERA	896,548
VERA VERVE & DESIGN	963,707
VERA-TEX & DESIGN	992,875
VERA & DESIGN	1,086,042
VERESA	1,114,550
VIIRA	1,122,784
VERA	1,138,632
VERA	1,151,031
VERA TEX & DESIGN	1,178,250
VERA	1,205,491

TRADEMARK

REEL 1042 FRAME 105

PAGE 2
continued

VERA LICENSING, INC.

<u>TRADEMARK</u>	<u>REGISTRATION NO.</u>
VERA 2	1,189,410
VERA TABLE TOP COORDINATES	1,206,750
VERA	1,301,753
VERA	1,309,046
ACUTE	1,377,363
PRIMA VERA	1,460,109
VERA	1,470,752
SIGNATURE COLLECTION BY VERA	1,537,651
THE VERA STUDIO	1,756,979

TRADEMARK

REEL 1042 FRAME 106

TRADEMARK
REEL: 001968 FRAME: 0960

<u>Licensee</u>	<u>Trademark</u>	<u>Product</u>
Avon Home Fashions, Inc.	VERA	Table cloths, table mats, table runners, napkins, napkin rings, table linens and related fabric accessories, kitchen towels, aprons, potholders, appliance covers, kitchen curtains, tea towels, hot roll covers and related kitchen accessories and beach towels
Pressing Supply Company	VERA	Ironing board covers, ironing board pad and cover sets, laundry bags, laundry cart liners, shopping cart liners and clothespin bags
The Tog Shop, Inc.	VERA, SIGNATURE COLLECTION by VERA	All categories of women's ready to wear other than women's scarves and neckwear accessories

TRADEMARK

REEL 1042 FRAME 108

EXHIBIT 2
To Termination and Release of Security Interest in Trademarks

SCHEDULE A

Registered Trademarks

<u>Country</u>	<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
Canada	ACUTE	329350	June 26, 1987
Canada	COLORPLUS 2	306113	August 23, 1985
USA	LADY BUG DESIGN	757,827	October 1, 1963
USA	PRIMA VERA	1,460,109	October 6, 1987
USA	THE VERA STUDIO	1,756,979	March 9, 1993
Australia	VERA	A210367	May 18, 1967
Australia	VERA	A210368	May 18, 1967
Bahamas	VERA	7234	August 1, 1972
Bahamas	VERA	7235	August 1, 1972
Canada	VERA	520686	August 2, 1985
Colombia	VERA	121910	September 14, 1988
Costa Rica	VERA	67039	November 24, 1986
Costa Rica	VERA	66923	October 9, 1986
Ecuador	VERA	0028-94	January 10, 1994
Germany	VERA	999754	July 15, 1976
Guyana	VERA	10694	September 27, 1978
Guyana	VERA	10695	September 27, 1978
Hong Kong	VERA	944/67	May 18, 1967
Hong Kong	VERA	911/67	May 18, 1967

<u>Country</u>	<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
Israel	VERA	27253	April 26, 1967
Israel	VERA	27254	April 26, 1967
Mexico	VERA	382058	August 27, 1990
Netherlands Antilles	VERA	8727	August 21, 1972
New Zealand	VERA		
New Zealand	VERA		
Panama	VERA		
South Africa	VERA	67/1809	May 3, 1967
South Africa	VERA	67/1808	May 3, 1967
Thailand	VERA	3696	July 15, 1993
USA	VERA	1,205,491	August 17, 1982
Canada	VERA & CRAB DESIGN	124744	December 22, 1961
USA	VERA (STYLIZED)	683,332	August 11, 1959
USA	VERA (STYLIZED)	896,548	August 11, 1970
USA	VERA (STYLIZED)	1,122,784	July 24, 1979
USA	VERA (STYLIZED)	1,301,753	October 23, 1984
USA	VERA (STYLIZED)	1,138,632	August 12, 1980
USA	VERA (STYLIZED)	1,151,031	April 14, 1981
USA	VERA (STYLIZED)	1,309,046	December 11, 1984
USA	VERA 2 AND DESIGN	1,189,410	February 9, 1982
Canada	VERA STYLIZED	179019	October 22, 1971

<u>Country</u>	<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
Japan	VERA STYLIZED	2,268,205	September 21, 1990
USA	VERA TABLE TOP CO (STYLIZED)	1,206,750	August 31, 1982
USA	VERA TEX AND DESIGN	1,178,250	November 17, 1981
USA	VERA VERVE (STYLIZED)	963,707	July 10, 1973
USA	VERACLOTH	748,841	April 30, 1963
USA	VERACREPE	778,215	October 6, 1964
USA	VERASHEER	778,214	October 6, 1964
USA	VERTERRY	775,874	August 25, 1964
USA	VERESA	1,114,550	March 6, 1979
Australia	WATER COLORS	353828	November 28, 1908
Australia	WATER COLORS	353829	November 28, 1980

SCHEDULE B

- (i) License Agreement, dated January 2, 1997, between Vera Licensing, Inc. and Avon Home Fashions, Inc.
- (ii) License Agreement, dated December 15, 1991, between Vera Licensing, Inc. and The Tog Shop, Inc.

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EXHIBIT A

<u>U.S. Registration Nos.</u>	<u>Trademarks</u>
0,582,224	SPRING TIP
0,593,295	VERALINE
0,630,478	HUGGY
0,683,332	VERA
0,748,841	VERACLOTH
0,757,827	LADY BUG DESIGN
0,775,874	VERATERRY
0,778,214	VERASHEER
0,778,215	VERACREPE
0,896,548	VERA
0,963,707	VERA VERVE & DESIGN
0,992,875	VERA-TEX & DESIGN
1,086,042	VERA & DESIGN
1,114,550	VERESA
1,122,784	VERA
1,138,632	VERA
1,151,031	VERA
1,178,250	VERA TEX & DESIGN
1,205,491	VERA
1,189,410	VERA2
1,206,750	VERA TABLE TOP COORDINATES
1,301,753	VERA
1,309,046	VERA
1,377,363	ACUTE
1,460,109	PRIMA VERA
1,470,752	VERA
1,537,451	SIGNATURE COLLECTION BY VERA
1,756,979	THE VERA STUDIO

EXHIBIT A

<u>U.S. Registration Nos.</u>	<u>Trademarks</u>
0,582,224	SPRING TIP
0,593,295	VERALINE
0,630,478	HUGGY
0,683,332	VERA
0,748,841	VERACLOTH
0,757,827	LADY BUG DESIGN
0,775,874	VERATERRY
0,778,214	VERASHEER
0,778,215	VERACREPE
0,896,548	VERA
0,963,707	VERA VERVE & DESIGN
0,992,875	VERA-TEX & DESIGN
1,086,042	VERA & DESIGN
1,114,550	VERESA
1,122,784	VERA
1,138,632	VERA
1,151,031	VERA
1,178,250	VERA TEX & DESIGN
1,205,491	VERA
1,189,410	VERA2
1,206,750	VERA TABLE TOP COORDINATES
1,301,753	VERA
1,309,046	VERA
1,377,363	ACUTE
1,460,109	PRIMA VERA
1,470,752	VERA
1,537,451	SIGNATURE COLLECTION BY VERA
1,756,979	THE VERA STUDIO