

04/17/00

05-09-2000

FORM PTO-1594  
1-31-92

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U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office  
Atty. Docket No. 3911-002

101350457

To the Assistant Director for Trademarks.

... record the attached original documents or copy thereof.

1. Name of conveying party(ies):  
 General Electric Capital Corporation  
 Individual(s)                       Association  
 General Partnership               Limited Partnership  
 Corporation-State  
 Other :

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

2. Name and address of receiving party(ies):  
 Name: Cherokee Sanford Group, LLC  
 Internal Address:  
 Street Address: 1600 Colon Road  
 City: Sanford State: NC Zip: 27386  
 Individual citizenship  
 Association  
 General Partnership  
 Limited Partnership  
 Corporation-State Delaware  
 Other

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
 (Designations must be a separate document from Assignment)  
 Additional name(s) & address(es) attached?  Yes  No

OPR/FINANCE  
APR 17 PM 12:39

3. Nature of conveyance:

Assignment                               Merger  
 Security Agreement                   Change of Name  
 Other: Release of Collateral Assignment and Security Agreement

Execution Date: 2/10/00

4. Application number(s) or registration numbers(s):  
 A. Trademark Application No.(s)  
 B. Trademark Registration No.(s)  
 2,133,816

Additional numbers attached?  Yes  No

6. Total number of applications and registrations involved: .....1

5. Name and address of party to whom correspondence concerning document should be mailed:  
 Name: Amy H. Fix, Esq.  
 Internal Address: RHODES & MASON, P.L.L.C.  
 Street Address: 1600 First Union Tower  
 300 N. Greene Street  
 City: Greensboro State: NC Zip: 27401

7. Total fee (37 CFR 3.41):.....\$40.00  
 Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number:  
 18-1164

(Attach duplicate of this page if paying by deposit account)

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.*

Amy H. Fix    Amy H. Fix    4-14-00  
 Name of Person Signing    Signature    Date

Total number of pages including cover sheet, attachments, and document: 4

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

05/09/2000 BNGUYEN 00000006 2133816

01 FC:481

(40.00 OP)

**RELEASE OF COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT  
(TRADEMARKS)**

FOR VALUE RECEIVED, the undersigned, GENERAL ELECTRIC CAPITAL CORPORATION, a New York corporation (the "*Secured Party*") in its capacity as Secured Party to that certain Second Amended and Restated Credit Agreement dated as of June 27, 1996 as amended by the First Amendment to Second Amended and Restated Credit Agreement dated as of November 18, 1997, as amended by the Second Amendment and Waiver to Second Amended and Restated Credit Agreement dated as of February 4, 1999, as amended by the Third Amendment and Consent to Second Amended and Restated Credit Agreement dated as of August 9, 1999, as amended by the Fourth Amendment and Waiver to Second Amended and Restated Credit Agreement dated as of December 1, 1999 and as amended by the Fifth Amendment to Second Amended and Restated Credit Agreement dated as of December 13, 1999 (the "*Credit Agreement*") by and between Cherokee Sanford Group, LLC, a Delaware limited liability company (the "*Grantor*"), and the Secured Party, does hereby grant, assign and convey absolutely, and release any security interest or collateral assignment in, unto the Grantor, WITHOUT ANY REPRESENTATION OR WARRANTY OF TITLE AND WITHOUT RECOURSE, all of its right, title and interest, in, to and under (i) the trademarks, tradenames and service marks listed on *Exhibit A* hereto, (ii) all renewals thereof, (iii) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including without limitation, damages and payments for past or future infringements thereof, (iv) the right to sue for past, present and future infringements thereof, (v) all rights corresponding thereto throughout the world, and (vi) all goodwill of the Assignor's business connected with and symbolized by such trademarks, tradenames and service marks (collectively, the "*Trademarks*") to the extent any of the foregoing was transferred to the Assignee and filed in the United States Patent and Trademark Office on September 25, 1996 on Reel 1480 Frame 0275.

IN WITNESS WHEREOF, the Secured Party has caused this Release of Collateral Assignment and Security Agreement (Trademarks) to be executed under seal by one of its duly authorized officers on this 10<sup>th</sup> day of February, 2000.

SECURED PARTY:

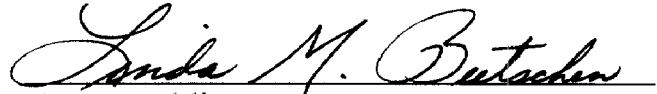
GENERAL ELECTRIC CAPITAL  
CORPORATION

By: Elaine L. Moore  
Elaine L. Moore  
Its Duly Authorized Signatory

STATE OF GEORGIA

COUNTY OF FULTON

The foregoing Release of Trademark Assignment and Security Interest was executed and acknowledged before me this 31 day of JANUARY, 2000 by Elaine L. Moore, personally known to me to be the Senior Vice President of GE Capital Commercial Finance, Inc., being a duly authorized signatory of General Electric Capital Corporation.

  
Notary Public

My commission expires:  
Notary Public, Cobb County, Georgia  
My Commission Expires December 25, 2001

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**Exhibit A**

**TRADEMARKS**

Trademarks

Application (A) No. or  
Registration (R) No.

Application to register  
an Indian Head design as  
Borrower's trademark/service  
mark

75/117993  
Filed June 12, 1996