

06-05-2000



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To the Honorable Commissioner of Patents

101373828

Check original documents or copy thereof.

1. Name of conveying party(ies):

The Bank of New York

Handwritten: 5.10.00

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☐ Corporation-State
☒ Other a state chartered New York Banking corporation
Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

- ☐ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☒ Other Document - (see continuation)

Execution Date: December 1, 1999

2. Name and address of receiving party(ies):

Name: Venator Group Specialty, Inc.

Internal Address: _____

Street Address: 233 BroadwayCity: New York State: NY ZIP: 10279

- ☐ Individual(s) citizenship _____
☐ Association _____
☐ General Partnership _____
☐ Limited Partnership _____
☒ Corporation-State New York
☐ 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

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

A. Trademark Application No.(s)

(NONE)

B. Trademark registration No.(s)

Reg. No. 1,985,314Trademark LIL THOUGHTSAdditional numbers attached? ☐ Yes ☒ No

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

Name: Michael J. FeckoInternal Address: Venator Group, Inc.Street Address: 112 West 34th StreetCity: New York State: NY ZIP: 10120

6. Total number of applications and registrations involved: _____

7. Total fee (37 CFR 3.41):..... \$ 30.00☐ Enclosed☒ Authorized to be charged to deposit account

8. Deposit account number:

23-3062

(Attach duplicate copy 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.*Michael J. Fecko
Name of Person SigningMichael J. Fecko
SignatureMay 15, 2000

Date

Total number of pages comprising cover sheet

2

CONTINUATION OF SECTION 3

- previously recorded on Reel No. 002033, Frame No. 0540 contains error in Registration No. 1,958,314. Document to be re-recorded to correct error on stated reel and frame.

12/02/99

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03-15-2000

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

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To the Honorable Commissioner of Patent

101287621

ad original documents or copy thereof

1. Name of conveying party(ies):

The Bank of New York

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☐ Corporation-State
☒ Other a state chartered New York
banking corporation

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

3. Nature of conveyance:

- ☐ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☒ Other Relinquishment of Assignment for
Securiv.

Execution Date: December 1, 1999

2. Name and address of receiving party(ies):

Name: Venator Group Specialty, Inc.

Internal Address:

Street Address: 233 Broadway

City: New York State: NY ZIP: 10279

- ☐ Individual(s) citizenship
☐ Association
☐ General Partnership
☐ Limited Partnership
☒ Corporation-State New York
☐ 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

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

A. Trademark Application No.(s)

75,404,911 - BODY DANCE

B. Trademark registration No.(s)

1,883,162 - AFTER THOUGHTS

Additional numbers attached? ☒ Yes ☐ No

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

Name: Jillian D. Sexsmith, Esq.

Internal Address: Venator Group, Inc.

Street Address: 233 Broadway

City: New York State: NY ZIP: 10279

6. Total number of applications and registrations involved:

22

7. Total fee (37 CFR 3.41):..... \$ 565.00

- ☐ Enclosed
☒ Authorized to be charged to deposit account

8. Deposit account number:

23-3062

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

03/15/2000 TTON11 00000069 233062 1883162

DO NOT USE THIS SPACE

01 FC:481 40.00 CH
02 FC:482 525.00 CH

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.

Jillian D. Sexsmith
Name of Person Signing

Signature

December 1, 1999
Date

Total number of pages composing cover sheet

4

CONTINUATION OF SECTION 4A

Application No. and Corresponding Mark

75/518,125 - DEVIL DIP

75/508,710 - DRESS CODE

75/643,924 - HIP STIXS

75/625,344 - PRINCIE

75/625,238 - PRINCIE

75/429,851 - RAIN DANCE

75/404,912 - WIND DANCE

CONTINUATION OF SECTION 4B

Registration No. and Corresponding Mark

1,931,774 – AFTER THOUGHTS
1,931,783 – AFTER THOUGHTS
1,933,245 – AFTER THOUGHTS
1,937,244 – AFTER THOUGHTS
1,956,013 – AFTER THOUGHTS
2,095,025 – AFTER THOUGHTS
2,162,003 – AFTER THOUGHTS TRIANGLE DESIGN
1,343,617 – AFTERTHOUGHTS
1,600,052 – CARIMAR
1,958,314 – LIL THOUGHTS
2,044,925 – LIL THOUGHTS
1,951,435 – SENSITIVE SOLUTIONS
1,410,917 – FINAL TOUCH BOUTIQUE

**NOTICE OF RELINQUISHMENT OF
ASSIGNMENT FOR SECURITY (IN U.S. TRADEMARKS)**

WHEREAS, a Trademark Security Agreement, dated as of June 16, 1999 (the "Agreement"), was made by VENATOR GROUP SPECIALTY, INC., a New York corporation ("Grantor") in favor of THE BANK OF NEW YORK, in its capacity as Administrative Agent (the "Grantee") pursuant to, and in conjunction with, the Security Agreement dated as of June 16, 1999 (as amended from time to time, the "Security Agreement"), among Venator Group, Inc. a New York corporation (with its successors, the "Company"), each of the Subsidiaries of the Company listed on the signature pages thereof and each other Subsidiary of the Company that may from time to time become a party thereto in accordance with Section 20 thereof (each, with its successors, a "Subsidiary Guarantor") and the Grantee;

WHEREAS, pursuant to the Agreement, the Grantor assigned and granted Grantee a security interest in all of Grantor's right, title and interest in and to the U.S. Trademarks, U.S. Trademark registrations, U.S. Trademark applications and Trademark Licenses set forth on Schedule 2B and Schedule 2C to the Security Agreement, together with (i) all Proceeds (as such term is defined in the Uniform Commercial code in effect in the State of New York, the "Proceeds") and products of the Marks, (ii) the goodwill of the businesses symbolized by the Marks and (iii) all causes of action arising prior to the date thereof for infringement of any of the Marks or unfair competition regarding the same;

WHEREAS, the Agreement was presented to the United States Patent and Trademark Office as of September 9, 1999;

WHEREAS, the Grantee, in its capacity as Administrative Agent, wishes to release any and all interest it may have in the U.S. Trademarks, U.S. Trademark registrations, U.S. Trademark applications and Trademark Licenses set forth on Schedule A to this Agreement (the "Marks"), together with (i) all Proceeds (as such term is defined in the Uniform Commercial code in effect in the State of New York, the "Proceeds") and products of the Marks, (ii) the goodwill of the businesses symbolized by the Marks and (iii) all causes of action arising prior to the date thereof for infringement of any of the Marks or unfair competition regarding the same;

WHEREAS the parties desire to provide a document suitable for recording in the United States Patent and Trademark Office for the purposes of recording the release, relinquishment and discharge by the Grantee of its security interest in the Marks,

NOW, THEREFORE, in consideration of and in exchange for good and

/s/ [signature] 02/27/00/253/BA/relinq. to

valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantee hereby relinquishes, releases and discharges its security interest in the Marks, including without limitation, its security interest in the Marks, together with (i) all Proceeds and products of the Marks (ii) the goodwill of the businesses symbolized by the Marks and (iii) all causes of action arising prior to the dated thereof for infringement of any of the Marks or unfair competition regarding the same.

Terms used in this certificate and not defined have the meanings assigned to them in the Security Agreement.

IN WITNESS WHEREOF, the Grantee has caused this Notice of Relinquishment of Assignment of Security (in U.S. Trademarks) to be duly executed as of November 30, 1999.

THE BANK OF NEW YORK, as
Administrative Agent, Grantee

By: *Howard F. Hannon, Jr.*
Title: VICE PRESIDENT

STATE OF NEW YORK)

§ 88.1

COUNTY OF NEW YORK)

On this 20th day of November, 1999, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Howard F. Duggan, Jr., personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed the within on behalf of the Corporation therein named, and acknowledged to me that the Corporation executed it.

Witnessed My Hand and
Official Seal

Richard W. Katz
Notary Public in and for
the said County and State
RICHARD W. KATZ
Notary Public, State of New York
No. 02KA4708898
Qualified in New York County
Term Expires 12-31-2001

**SCHEDULE A
THE MARKS****US TRADEMARKS
RECORDED WITH THE
USPTO**

| TRADEMARK APPLICATIONS | APPLICATION NUMBER |
|-------------------------------|---------------------------|
| BODY DANCE | App. 75/404,911 |
| DEVIL DIP | App. 75/518,125 |
| DRESS CODE | App. 75/508,710 |
| HIP STLYS | App. 75/643,924 |
| PRINCIE | App. 75/625,344 |
| PRINCIE | App. 75/625,238 |
| RAIN DANCE | App. 75/429,851 |
| WIND DANCE | App. 75/404,912 |

| TRADEMARK REGISTRATIONS NUMBER | REGISTRATION |
|---|---------------------|
| AFTER THOUGHTS | 1,883,162 |
| AFTER THOUGHTS | 1,931,774 |
| AFTER THOUGHTS | 1,931,783 |
| AFTER THOUGHTS | 1,933,245 |
| AFTER THOUGHTS | 1,937,244 |
| AFTER THOUGHTS | 1,956,013 |
| AFTER THOUGHTS | 2,095,025 |
| AFTER THOUGHTS | 2,162,003 |
| TRIANGLE DESIGN | |

| | |
|----------------------|-----------|
| AFTERTHOUGHTS | 1,343,617 |
| CARIMAR | 1,600,052 |
| LIL THOUGHTS | 1,985,314 |
| LIL THOUGHTS | 2,044,925 |
| SENSITIVE SOLUTIONS | 1,951,435 |
| FINAL TOUCH BOUTIQUE | 1,410,917 |

**US COMMON LAW
TRADEMARKS**

**AFTER THOUGHTS ATTITUDES
ATTITUDES COLOR ILLUSION
COLOR ILLUSION
FRACTIONS**

<http://cw/020/27009/253/SA.html/laq.cr.co>

**** TOTAL PAGE: 11 ****