

10-20-2000

Form PTO-1594  
1-31-92U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

101493471

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

1. Name of conveying party(ies):

Bankers Trust Company

- ☐ Individuals ☐ Association  
☐ General Partnership - ☐ Limited Partnership  
☐ Corporation- State:  
☒ Other - Collateral Agent

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

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

Name: The Lane Company, IncorporatedInternal Address: P.O. Box 151Street Address: East Franklin AvenueCity: Altavista State: Virginia ZIP: 24517

- ☐ Individual(s) citizenship  
☐ Association  
☐ General Partnership  
☐ Limited Partnership  
☒ Corporation - Virginia  
☐ 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

3. Nature of conveyance:

- ☐ Assignment ☐ Merger  
☐ Security Interest ☐ Change of Name  
☒ Other - Release of a Security Interest

Execution Date: June 7, 2000

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

A. Trademark Application No.(s)

Trademark Registration No.(s)

Please see attached Schedule A

Additional numbers attached? ☒ Yes ☐ No

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

Name: Brian Jaenicke, Legal AssistantInternal Address: White & Case LLPStreet Address: 1155 Avenue of the AmericasCity: New York State: NY ZIP: 10036

6. Total number of applications and registration involved

4

7. Total fee (37 CFR 3.41): ..... \$ 115.00

- ☒ Enclosed  
☒ Authorized to be charged to deposit account, in case of deficiency

8. Deposit account number:

(23-1705 in case of deficiency)

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

10/18/2000 BYRNE 00000134 2118339

DO NOT USE THIS SPACE

01 FC:481

40.00 OP

02 FC:482

75.00 OP

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.

Brian T. Jaenicke

Name of Person Signing

Signature

Date

Total number of pages comprising cover sheet:

1

OMB No. 0651-0011 (exp. 4/94)

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks  
 Box Assignments  
 Washington, D.C. 20231

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

The Lane Company, Incorporated

TRADEMARKS

<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>
ACTION LANE COMFORT SHOWCASE	2,118,339	December 2, 1997
THE NEW TRADITION	2,081,174	July 22, 1997

TRADEMARK APPLICATIONS

<u>Trademark</u>	<u>Application Serial Number</u>	<u>Application Filing Date</u>
CEDAR BOUTIQUE	75/338,611	August 11, 1997
EXCURSIONS ADVENTURES BEGIN AT HOME	75/299,647	May 28, 1997

TRADEMARK RELEASE

This Release granted as of June 7, 2000, by Bankers Trust Company, a New York banking corporation, as Collateral Agent (the "Agent"), with principal offices at 130 Liberty Street, New York, New York 10006, to The Lane Company, Incorporated, a Virginia corporation ("Assignor"), with principal offices at East Franklin Avenue, P.O. Box 151, Altavista, Virginia 24517, as follows:

W I T N E S S E T H:

WHEREAS, the Assignor has heretofore granted to the Agent a security interest in certain U.S. trademarks, trademark registrations and trademark applications as more particularly set forth on Schedule A attached hereto (the "Marks") to secure the Secured Obligations (as defined in the Fourth Amended and Restated Security Agreement, dated as November 17, 1994, as amended and restated as of December 29, 1995, as further amended and restated as of September 6, 1996, as further amended and restated as of June 27, 1997 and as further amended and restated as of July 14, 1998, between the Agent and the Assignor (the "Security Agreement")); and


WHEREAS, the Agent wishes to release and restore all right, title and interest in and to the Marks to the Assignor and to dissolve any and all Liens and encumbrances respecting the Marks shown on the attached Schedule A hereto.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Agent hereby releases, discharges, quit claims and relinquishes unto the Assignor any and all right, title and interest in and to the Marks, and more particularly, (i) the

security interest in the trademarks, trademark registrations and trademark applications as set forth on Schedule A hereto, (ii) all Proceeds (as such term is defined in the Security Agreement) and products of the Marks, (iii) the goodwill of the business symbolized by the Marks and (iv) all causes of action arising prior to or after July 14, 1998 for infringement of any of the Marks or unfair competition regarding the same, and granted to the Agent by the Assignor by the Security Agreement, which Assignment was duly recorded on July 31, 1998 at Trademark Reel 1763, Frame 0331 in the United States Patent and Trademark Office.

\* \* \*

BANKERS TRUST COMPANY,  
as Collateral Agent

By:   
Name: PAM DIVINO  
Title: Vice President

Acknowledged and Agreed to by:

THE LANE COMPANY, INCORPORATED

By: \_\_\_\_\_  
Name:  
Title:

security interest in the trademarks, trademark registrations and trademark applications as set forth on Schedule A hereto, (ii) all Proceeds (as such term is defined in the Security Agreement) and products of the Marks, (iii) the goodwill of the business symbolized by the Marks and (iv) all causes of action arising prior to or after July 14, 1998 for infringement of any of the Marks or unfair competition regarding the same, and granted to the Agent by the Assignor by the Security Agreement, which Assignment was duly recorded on July 31, 1998 at Trademark Reel 1763, Frame 0331 in the United States Patent and Trademark Office.

\* \* \*

BANKERS TRUST COMPANY,  
as Collateral Agent

By: \_\_\_\_\_  
Name:  
Title:

Acknowledged and Agreed to by:

THE LANE COMPANY, INCORPORATED

By: Robert Kaintz  
Name:  
Title: