

12-08-2000



11-7-00

RECORD.

101545224

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  
Effective Date  
Month Day Year
- Merger
- Change of Name
- Other

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/AKATA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

- Individual  General Partnership  Limited Partnership

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.)

- Corporation  Association

Other

- Citizenship/State of Incorporation/Organization

FOR OFFICE USE ONLY

12/08/2000 MTHALL 00000354 071730 1011057  
10 00:481 40.00 CH  
02 00:482 200.00 CH

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

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

**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 (212) 684-3900

Name

George Gottlieb, Esq.

Address (line 1)

Gottlieb, Rackman & Reisman, P.C.

Address (line 2)

270 Madison Avenue - 8th Floor

Address (line 3)

New York, New York 10016-0601

Address (line 4)

**Pages**

Enter the total number of pages of the attached conveyance document including any attachments.

#

7

**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"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

1011057	151287	1168509
1253005	1232860	1600060
854680	1251768	1275317

**Number of Properties**

Enter the total number of properties involved.

#

9

**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:

#

071730

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.

George Gottlieb, Esq.

November 7, 2000

Name of Person Signing

Signature

Date Signed

**NOTICE OF RELEASE OF SECURITY INTEREST  
(IN U.S. TRADEMARKS)**

WHEREAS, a Credit Agreement dated as of May 23, 1995 (as amended, modified and supplemented to the date hereof, the "Credit Agreement") was entered into by Nine West Group Inc. (the "Company"), the financial institutions party thereto (the "Lenders"), Merrill Lynch Capital Corporation, as agent for such Lenders, and Citibank, N.A., as letter of credit issuer and as administrative agent for the Lenders (the "Administrative Agent"), which Credit Agreement provided for the extension of certain credit facilities to the Company; and the Company and Administrative Agent (in such capacity) had entered into a Borrower Security Agreement dated as of May 23, 1995 (the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, the Company granted the Administrative Agent a security interest in all right, title and interest of the Company in and to certain United States trademarks (the "Trademarks"), as security for the payment and performance of certain Obligations, including Loans and Letters of Credit (as such terms are defined in the Security Agreement); and

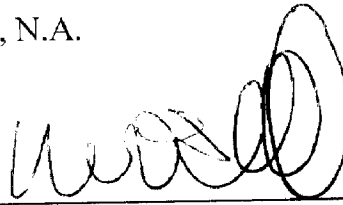
WHEREAS, notice of the security interests in the Trademarks was given pursuant to the Security Agreement which was filed and recorded in the U.S. Patent and Trademark Office on July 27, 1995 at Reel 1377, Frames 0454;

WHEREAS, each of the Credit Agreement and the Security Agreement has been terminated by agreement of all of the respective parties thereto;

NOW, THEREFORE, in consideration of and in exchange for good and valuable consideration, the receipt of which is hereby acknowledged, Citibank, N.A., as Administrative Agent, hereby relinquishes, releases and terminates its security interest in any property owned by Company and obtained pursuant to the Credit Agreement and the Security Agreement, including but not limited to, the Trademarks identified in Schedule A attached hereto.

CITIBANK, N.A.

By: \_\_\_\_\_



Name: \_\_\_\_\_

**ROBERT A. SNELL**

Title: \_\_\_\_\_

**Vice President**

Dated: 11-2, 2000

STATE OF New York )  
 )ss.:  
COUNTY OF New York )

On this 2nd day of November, 2000, before me, the undersigned, a Notary Public in and for the County and State personally appeared Robert Sauer, personally known to be (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.

Mary B. Mihalik  
Notary Public

**MARY B. MIHALIK**  
**Notary Public, State of New York**  
**No. 31-4652674**  
**Qualified in New York County**  
**Commission Expires June 30, 2001**

SCHEDULE A

MARK	DATE FILED	APPL. #	REG. DATE	REG. #	STATUS	CLASS	GOODS/SERVICES
COBBIE	7/1/1974	73/025,963	5/20/1975	1011057	REGISTERED	25	Shoes
COBBIE	5/21/1921	71/147,573	1/24/1922	151287	REGISTERED	25	Shoes made of leather, and also of combinations of leather and fabric
COBBIE CUDDLERS	1/24/1980	73/247,509	9/8/1981	1168509	REGISTERED	25	Footwear
COBBIE CUDDLERS + Design	7/11/1980	73/259,868	10/4/1983	1253005	REGISTERED	25	Footwear
COBBIE CUDDLERS SHOES YOU CAN LIVE IN	1/4/1982	73/344,139	3/29/1983	1232860	REGISTERED	25	Footwear
COBBIE SHOP (Stylized)	9/26/1989	73/827,781	6/5/1990	1600060	REGISTERED	42	Retail shoe store services
COBBIES (Stylized)	7/31/1967	72/277,231	8/13/1968	854680	REGISTERED	25	Footwear
COBBIES 10	9/9/1982	73/384,486	8/13/1983	1251768	REGISTERED	25	Footwear
COBBIES TECH-ONE (Stylized)	3/3/1983	73/415,700	4/24/1983	1275317	REGISTERED	25	Women's footwear

**NOTICE OF RELEASE OF SECURITY INTEREST  
(IN U.S. TRADEMARKS)**

WHEREAS, an Amended and Restated Credit Agreement dated as of August 2, 1996 (as amended, modified and supplemented to the date hereof, the "Credit Agreement") was entered into by Nine West Group Inc. (the "Company"), the financial institutions party thereto (the "Lenders"), and Citibank, N.A., as letter of credit issuer and as administrative agent for the Lenders (the "Administrative Agent"), amending and restating the terms of a prior Credit Agreement dated as of May 23, 1995 and as subsequently amended, entered into by the Company, the Lenders, Merrill Lynch Capital Corporation, as agent for such Lenders, and the Administrative Agent; and

WHEREAS, the Credit Agreement provided for the extension of certain credit facilities to the Company; and

WHEREAS, the Company had incorporated Nine West Development Corporation as a wholly owned domestic subsidiary (the "Subsidiary"), in order to transfer certain trademarks held by the Company to the Subsidiary in accordance with an assignment dated as of August 2, 1996; and the Subsidiary was to have derived direct and indirect economic benefit from the Loans and Letters of Credit (as such terms are defined in the Credit Agreement); and

WHEREAS, the Subsidiary entered into a Guaranty dated August 2, 1996, in favor of the Administrative Agent for the ratable benefit of the Guaranteed Parties (as defined in the Guaranty); and as a condition of certain provisions of the Credit Agreement, the Subsidiary entered into a Subsidiary Security Agreement dated August 2, 1996 (the "Security Agreement"), in favor of the Administrative Agent; and

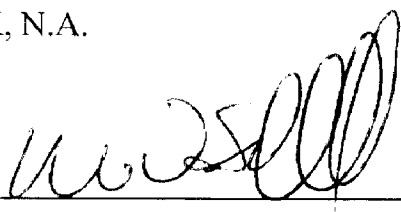
WHEREAS, pursuant to the Security Agreement, the Subsidiary granted the Administrative Agent a security interest in all right, title and interest of the Subsidiary in and to certain United States trademarks (the "Trademarks"), as security for the payment and performance of certain Secured Obligations, and to induce the Loans to be made and the Letters of Credit to be issued (as such terms are defined in the Security Agreement); and

WHEREAS, notice of the security interests in the Trademarks was given pursuant to the Security Agreement which was filed and recorded in the U.S. Patent and Trademark Office on August 29, 1996 at Reel 1513, Frame 0142;

WHEREAS, each of the Credit Agreement, the Guaranty and the Security Agreement has been terminated by agreement of all of the respective parties thereto;

NOW, THEREFORE, in consideration of and in exchange for good and valuable consideration, the receipt of which is hereby acknowledged, Citibank, N.A., as Administrative Agent, hereby relinquishes, releases and terminates its security interest in any property owned by Subsidiary and obtained pursuant to the Credit Agreement and the Security Agreement, including but not limited to, the Trademarks identified in Schedule A attached hereto.

CITIBANK, N.A.

By:  \_\_\_\_\_

Name: ROBERT A. SNELL

Title: Vice President

Dated: 11-2, 2000

STATE OF New York )  
 )ss.:  
COUNTY OF New York )

On this 2nd day of November, 2000, before me, the undersigned, a Notary Public in and for the County and State personally appeared ROBERT SNEU, personally known to be (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.

Mary B. Mihalik  
Notary Public  
MARY B. MIHALIK  
Notary Public, State of New York  
No. 31-4652674  
Qualified in New York County  
Commission Expires June 30, 2001



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COBBIES TECH-ONE (Stylized)	3/3/1983	73/415,700	4/24/1983	1275317	REGISTERED	25	Women's footwear

RECORDED: 11/07/2000

TRADEMARK  
REEL: 002191 FRAME: 0768