

03-15-2001



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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

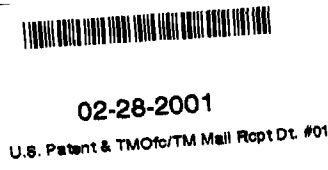
Conveying Party

- Mark if additional names of conveying parties attached
- Name Execution Date
Month Day Year
- 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/AK/A/T/A
- 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 Assignment.)

FOR OFFICE USE ONLY

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

TRADEMARK
REEL: 002251 FRAME: 0703

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

<input type="text" value="1,387,851"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

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.

Donna L. Mirman
Name of Person Signing


Signature

2/26/01
Date Signed

RELEASE

This Release, dated March 28, 1997, is given by Fleet Bank, N.A. and The Merchants Bank of New York (the "Releasors") to Charivari Holding Corp., Barbara Weiser, Jon Weiser, Selma Weiser, Selbarjon Three Realty Corp., Charivari for Men, Ltd., 72nd St. Clothing Corp., Charivari, Ltd., 81st Clothing Corp., 57 Clothing Corp., Sans Tambours Ni Trompettes, Ltd., and Charivari Sport, Ltd. (the "Releasees").

WITNESSETH

WHEREAS, pursuant to the terms of a certain Settlement Agreement dated as of January 17, 1997 (the "Settlement Agreement"), settling the commercial dispute (the "Dispute") upon which the action bearing Index No. 600127-97, Supreme Court of the State of New York, County of New York (the "Litigation") is based, it was mutually agreed that this Release be executed and delivered to Releasees by Releasors; and

WHEREAS, capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Settlement Agreement;

NOW THEREFORE, for and in consideration of the Releasees' payment of the Fleet and Merchants Indebtedness and the Releasees' release of claims related to the Litigation, whether or not such claims were asserted therein, against Releasors as required under the Settlement Agreement and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Releasors hereby agree as follows:


1. Releasors do hereby jointly and severally, absolutely and unconditionally release, acquit, and forever discharge the Releasees and the Releasees' subsidiaries, affiliates, officers, partners, directors, agents, employees, servants, attorneys, and representatives, as well as the respective heirs, personal representatives, successors, and assigns of any and all of them, from all actions, causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, extents, executions, claims, and demands whatsoever related to the Litigation, whether or not the same was asserted in the Litigation, in law or equity, which against the Releasees, the Releasors, the Releasors' successors and assigns ever had, now have or hereafter can, shall or may have, from the beginning of the world to the day of the date of this release.

2. This Release shall bind the Releasors and their heirs, successors and assigns, and shall inure to the benefit of the Releasees, their successors and assigns.

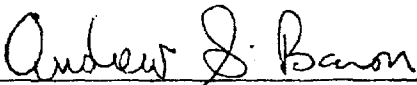
3. This Release may be executed in two or more counterparts and all such counterparts shall constitute one and the same instrument.

IN WITNESS WHEREOF, Releasors have duly executed this Release as of the date first above written.

FLEET BANK, N.A.


By: 
VINCENT PITT

THE MERCHANTS BANK OF NEW YORK

By: 
Andrew S. Baron
Vice President

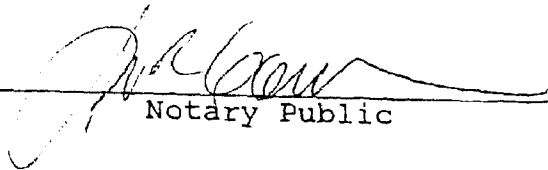
Connecticut
STATE OF NEW YORK)
Hartford ss:
COUNTY OF NEW YORK)

On the 26th day of March, 1997 before me personally came Vincent Pitts, to me known, who being by me duly sworn, did depose and say that deponent resides at 777 Main Street, Hartford, CT 06115, that deponent is the Vice President of FLEET BANK, N.A., the Bank described in and which executed the foregoing instrument; and that deponent signed deponent's name by order of the board of directors of said Bank.


Notary Public
MARGARETA RYDER
NOTARY PUBLIC
MY COMMISSION EXPIRES MAY 31, 1998

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

On the 25 day of March, 1997 before me personally came Andrew Brown, to me known, who being by me duly sworn, did depose and say that deponent resides at 1040 6th Avenue, New York, NY 10018, that deponent is the V.P. of THE MERCHANTS BANK OF NEW YORK, the Bank described in and which executed the foregoing instrument; and that deponent signed deponent's name by order of the board of directors of said Bank.


Notary Public
JAVIER R. CARRERA
NOTARY PUBLIC STATE OF NEW YORK
NO. 41-4891704
QUALIFIED IN QUEENS COUNTY
COMMISSION EXPIRES MAY 4, 97