

03-15-2001



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- New
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Conveyance Type

- Assignment  License
- Security Agreement  Nunc Pro Tunc Assignment
- Merger  Effective Date  
Month Day Year
- Change of Name
- Other  Release of Security Interest

Conveying Party

Mark if additional names of conveying parties attached

Execution Date  
Month Day Year

Name  Fleet Bank, N.A.

3/26/97

Formerly  National Westminster Bank USA

- Individual  General Partnership  Limited Partnership  Corporation  Association

Other

Citizenship/State of Incorporation/Organization  New York

Receiving Party

Mark if additional names of receiving parties attached

Name  Charivari Holding Corp.

DBA/AKATA



Composed of

02-28-2001

U.S. Patent & TMO/TM Mail Rcpt Dt. #01

Address (line 1)  2315 Broadway

Address (line 2)

Address (line 3)  New York  NY  10024

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  Delaware

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TRADEMARK  
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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)

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**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)**

**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

2/26/01

Name of Person Signing

Signature

Date Signed

**RELEASE**

This Release, dated March <sup>28</sup>, 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.

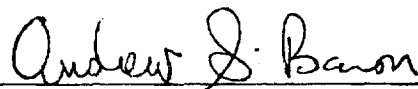
3. This Release may be executed in two or more counterparts and all such counterparts shall constitute one and the same instrument.

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

