

Form PTO-1594 (Rev. 04/01) F  
 Trademark No. 0651-0027 (exp. 5/31/2002)  
 Tab settings ⇨ ⇨ ⇨ ▼

08-21-2001

U.S. DEPARTMENT OF COMMERCE  
 U.S. Patent and Trademark Office



101818089

original documents or copy thereof.

1. Name of conveying party(ies):  
 GMAC COMMERCIAL CREDIT LLC

Individual(s)       Association  
 General Partnership       Limited Partnership  
 Corporation-State  
 Other Limited Liability Company

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

2. Name and address of receiving party(ies)  
 Name: Norton McNaughton of Squire, Inc.  
 Internal  
 Address: c/o McNaughton Apparel Group Inc.  
 Street Address: 463 Seventh Avenue, attn: Amanda J. Bokman, V.P.  
 City: New York State: NY Zip: 10018

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

3. Nature of conveyance:  
 Assignment       Merger  
 Security Agreement       Change of Name  
 Other Release of Security Interest

Execution Date: June 20, 2001

4. Application number(s) or registration number(s):  
 A. Trademark Application No.(s)  
 Please see the attached.

B. Trademark Registration No.(s)  
 Please see the attached.

Additional number(s) attached  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:  
 Name: Kronish Lieb Weiner & Hellman LLP  
 Internal Address: attn: Inna Fayenson

Street Address: 1114 Avenue of the Americas

City: New York State: NY Zip: 10036

6. Total number of applications and registrations involved: ..... 45

7. Total fee (37 CFR 3.41).....\$ 1140

Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number: \_\_\_\_\_

(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.*

Inna Fayenson      *Inna Fayenson*      8/14/01  
 Name of Person Signing      Signature      Date

Total number of pages including cover sheet, attachments, and document: 9

Mail documents to be recorded with required cover sheet information to:  
 Commissioner of Patent & Trademarks, Box Assignments  
 Washington, D.C. 20231

TRADEMARK  
 REEL: 002351 FRAME: 0697

08/20/2001 L MUELLER 00000176 1240249  
 40.00 DP  
 1140.00 DP



ATTACHMENT TO RECORDATION FORM COVER SHEET  
CONTINUATION OF ITEM 2

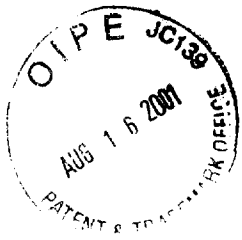
1. Name: Miss Erika, Inc.  
Internal  
Address: c/o McNaughton Apparel Group Inc.  
Street Address: 463 Seventh Avenue, attn: Amanda J. Bokman, V. P.  
City: New York State: NY Zip: 10018  
  
(Corporation – State: New York)
  
2. Name: Jeri-Jo Knitwear, Inc.  
Internal  
Address: c/o McNaughton Apparel Group Inc.  
Street Address: 463 Seventh Avenue, attn: Amanda J. Bokman, V. P.  
City: New York State: NY Zip: 10018  
  
(Corporation – State: New York)
  
3. Name: McNaughton Apparel Holdings, Inc.  
Internal  
Address: c/o McNaughton Apparel Group Inc.  
Street Address: 463 Seventh Avenue, attn: Amanda J. Bokman, V. P.  
City: New York State: NY Zip: 10018  
  
(Corporation – State: South Carolina)

ATTACHMENT TO RECORDATION FORM COVER SHEET

CONTINUATION OF ITEM 4

|            |
|------------|
| 1,940,249  |
| 1,953,711  |
| 2,236,906  |
| 1,918,602  |
| 1,780,351  |
| 1,898,409  |
| 1,833,865  |
| 702,630    |
| 1,158,183  |
| 2,055,989  |
| 1,992,213  |
| 2,129,267  |
| 2,049,780  |
| 1,538,271  |
| 2,001,756  |
| 1,585,817  |
| 1,056,631  |
| 1,309,107  |
| 1,597,536  |
| 1,515,449  |
| 2,127,960  |
| 75/739,305 |
| 75/649,373 |
| 75/557,714 |
| 1,982,856  |
| 1,332,274  |
| 1,861,857  |
| 75/151,519 |
| 1,665,094  |
| 1,595,536  |
| 1,740,611  |
| 2,000,243  |
| 1,725,877  |
| 1,693,103  |
| 1,802,815  |
| 1,459,355  |

|            |
|------------|
| 1,540,627  |
| 2,232,313  |
| 2,228,790  |
| 2,228,791  |
| 2,232,316  |
| 2,232,320  |
| 2,228,801  |
| 76/051,432 |
| 76/070,279 |



## RELEASE OF SECURITY INTEREST (TRADEMARKS)

This RELEASE OF SECURITY INTEREST (the "Release") is made and effective as of the date indicated below and is granted by GMAC COMMERCIAL CREDIT LLC (as successor in interest to Banc of America Commercial Corporation f/k/a Nationsbank Commercial Corporation), in its capacity as Collateral Agent under the Financing Agreement (as defined below), ("Releasor") in favor of Norton McNaughton of Squire, Inc., Miss Erika, Inc., and Jeri-Jo Knitwear, Inc., each a New York corporation; and McNaughton Apparel Holdings, Inc., a South Carolina corporation (hereinafter collectively "Releasees").

WHEREAS, Releasees and Releasor entered into that certain Financing Agreement dated as of September 25, 1997, as amended and restated or otherwise modified from time to time (the "Financing Agreement");

WHEREAS, pursuant to the Financing Agreement, Releasees executed that certain Security Agreement dated as of September 25, 1997 ("Security Agreement") and that certain Amendment and Consent to Security Agreement dated as of November 29, 2000 ("Amended Security Agreement") in favor of Releasor, pursuant to which Releasees granted to Releasor a continuing security interest (the "Security Interest") in the Collateral (as defined in the Security Agreement) including without limitation the following:

(i) all trademarks, service marks, trade names, business names, trade styles, designs, logos and other source or business identifiers and all general intangibles of like nature, now or hereafter owned, adopted, acquired or used by each respective Grantor (including, without limitation, all trademarks, service marks, trade names, business names, trade styles, designs, logos and other source or business identifiers described in Schedule A hereto), all applications, registrations and recordings thereof (including, without limitation, applications, registrations and recordings in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state thereof or any other country or any political subdivision thereof), and all reissues, extensions or renewals thereof, together with all goodwill of the business symbolized by such marks and all customer lists, formulae and other records of each respective Grantor relating to the distribution of products and services in connection with which any of such marks are used, and all income, royalties, damages and payments now or hereafter due and/or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past and future infringements or dilution's thereof and the right to sue for past, present and future infringements and dilutions thereof (hereinafter referred to collectively as the "Trademarks"), and (ii) all licenses, contracts or other agreements, whether written or oral, naming the respective Grantor as licensor or licensee and providing for the grant of any right to use any Trademark, including, without limitation, all Trademark Licenses described in Schedule A hereto, together with any goodwill connected with and symbolized by any such trademark licenses or agreements and the right to prepare for sale and sell any and all Inventory now or hereafter owned by each respective Grantor and now or hereafter covered by such licenses (hereinafter referred to collectively as the "Trademark Licenses", and together with the Trademarks, the "Trademark Collateral");

WHEREAS, pursuant to the Security Agreement, Releasees executed and delivered that certain Assignment For Security (Trademarks) and that certain UCC-1 Financing Statement dated as of September 25, 1997 in favor of Releasor, pursuant to which Releasees granted to Releasor a security interest (the "Assigned Security Interest") in all right, title and interest of Releasees in, to and under the trademarks and trademark registrations listed on Schedule A attached hereto (the "Trademarks"), together with the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof;

WHEREAS, the United States Patent and Trademark Office recorded the Assignment For Security (Trademarks) and the UCC-1 Financing Statements at Reel 1645/Frame 0297 and Reel 1712/Frame 0936 on October 10, 1997; Reel 1642/Frame 0937 and Reel 1642/Frame 0972 on October 9, 1997; and Reel 1751/Frame 0664, Reel 1751/Frame 0679 and Reel 1756/Frame 0107 on June 22, 1998;

WHEREAS, Releasees have requested that Releasor release and discharge fully the Assigned Security Interest;

AND WHEREAS, Releasor is willing to release and discharge fully the Assigned Security Interest.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Releasor hereby releases and discharges fully the Security Interest related to the Trademarks, and all other right, title and interest in the Trademark Collateral which may have been conveyed to Releasor (if any) pursuant to the Security Agreement, Assignment For Security (Trademarks) and the UCC-1 Financing Statements, and Releasor reassigns without any representation or warranty of any kind or nature any and all such right, title and interest it may have (if any) in the Trademark Collateral to Releasees.

[The remainder of this page is blank.]

IN WITNESS WHEREOF, the Releasor has caused this Release to be duly executed by its officer thereunto duly authorized as of the 20<sup>th</sup> day of June, 2001.

GMAC COMMERCIAL CREDIT LLC  
(as successor in interest to Banc of America  
Commercial Corporation f/k/a Nationsbanc  
Commercial Corporation), as Collateral Agent

By: Frank Imperato

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

Title: SVP

**CERTIFICATE OF ACKNOWLEDGMENT**

STATE OF New York  
COUNTY OF New York ss.:

On this 27<sup>th</sup> day of June 2001, before me, the undersigned, personally appeared Frank Imperato, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Mary Ellen Lynch  
[NOTARY SEAL]



**SCHEDULE A**

## TRADEMARKS/TRADEMARK LICENSES/TRADENAMES

A. United States Trademark Filings

| <b>Trademark</b>    | <b>Registration Number</b> | <b>Registration Date</b>  |
|---------------------|----------------------------|---------------------------|
| KATHERINE MARIE     | 1,940,249                  | December 5, 1995          |
| KATE McNAUGHTON     | 1,953,711                  | January 30, 1996          |
| NORTON & CO.        | 2,236,906                  | April 6, 1999             |
| NORTY'S             | 1,918,602                  | September 12, 1995        |
| MAGGIE McNAUGHTON   | 1,780,351                  | July 6, 1993              |
| MODIANO             | 1,898,409                  | June 6, 1995              |
| NORTON McNAUGHTON   | 1,833,865                  | May 3, 1994               |
| PANT-HER            | 702,630                    | August 9, 1960            |
| PANT-HER & Design   | 1,158,183                  | June 23, 1981             |
| NORTON STUDIO       | 2,055,989                  | April 22, 1997            |
| McNAUGHTON WEAR     | 1,992,213                  | August 6, 1996            |
| DANIELLE PAIGE      | 2,129,267                  | January 13, 1998          |
| D.P.S.              | 2,049,780                  | April 1, 1997             |
| COTTON SPIRIT       | 1,538,271                  | May 9, 1989               |
| ARENDINE            | 2,001,756                  | September 17, 1990        |
| CURRENTS            | 1,585,817                  | March 6, 1990             |
| CURRENTS & Design   | 1,056,631                  | January 14, 1977          |
| JERI-JO             | 1,309,107                  | December 11, 1984         |
| ENERGIE BI CURRENTS | 1,597,536                  | May 22, 1990              |
| ENERGIE (Stylized)  | 1,515,449                  | December 6, 1988          |
| JAMIE SCOTT         | 2,127,960                  | January 13, 1998          |
| ENERGIE POLAR 2000  | 75/739,305                 | Filed: June 28, 1999      |
| E (Stylized)        | 75/649,373                 | Filed: November 16, 1999  |
| POLAR 2000          | 75/557,714                 | Filed: September 21, 1998 |
| RACHEL MAX          | 1,982,856                  | June 25, 1996             |
| ALYSSA BROOKE       | 1,332,274                  | April 23, 1985            |
| ERIKA               | 1,861,857                  | November 8, 1994          |
| ERIKA DIMENSIONS    | 75/151,519                 | Filed: August 15, 1996    |
| PRIVATE PARTY       | 1,665,094                  | November 19, 1991         |
| PRIVATE PARTY       | 1,595,536                  | May 8, 1990               |
| PRIVATE PARTY       | 1,740,611                  | December 15, 1992         |
| RETURN TO NATURE    | 2,000,243                  | September 10, 1996        |
| RICKI               | 1,725,877                  | October 20, 1992          |
| SUGAR BLUES         | 1,693,103                  | June 9, 1992              |
| SUGAR BLUES         | 1,802,815                  | November 2, 1993          |
| SUGAR CO. LTD.      | 1,459,355                  | September 29, 1987        |

| <b>Trademark</b>             | <b>Registration Number</b> | <b>Registration Date</b> |
|------------------------------|----------------------------|--------------------------|
| WHITE MOUNTAIN COLLEGE       | 1,540,627                  | May 23, 1989             |
| ERIKA BLUES                  | 2,232,313                  | March 16, 1999           |
| ERIKA & CO.                  | 2,228,790                  | March 2, 1999            |
| ERIKA II & CO.               | 2,228,791                  | March 2, 1999            |
| ERIKA STUDIO                 | 2,232,316                  | March 16, 1999           |
| ERIKA II STUDIO              | 2,232,320                  | March 16, 1999           |
| ERIKA COLLECTION             | 2,228,801                  | March 2, 1999            |
| NORTON McNAUGHTON VIEW       | 76/051,432                 | May 18, 2000             |
| NORTON McNAUGHTON ESSENTIALS | 76/070,279                 | June 14, 2000            |

B. Foreign Trademark Filings

| <b>Trademark</b>                      | <b>Registration Number</b> | <b>Registration Date</b>                  |
|---------------------------------------|----------------------------|---|
| MAGGIE McNAUGHTON<br>(Canada)         | TMA<br>480,990             | August 20, 1997                           |
| NORTON McNAUGHTON<br>(Canada)         | TMA<br>485,068             | October 31, 1997                          |
| NORTON McNAUGHTON<br>(Chile)          | 443,241                    | April 12, 1995                            |
| NORTON McNAUGHTON<br>(Mexico)         | 482,534                    | June 14, 1994                             |
| MAGGIE McNAUGHTON<br>(United Kingdom) | 1,581,367                  | August 10, 1994                           |
| NORTON McNAUGHTON<br>(European Union) | 409,383                    | November 28, 1996                         |
| JAMIE SCOTT<br>(Mexico)               | 481,397                    | December 5, 1994                          |
| CURRANTS<br>(Mexico)                  | 495,139                    | June 19, 1995                             |
| PANT-HER AND DESIGN<br>(Canada)       | TMA<br>219,677             | March 25, 1977; renewed<br>March 25, 1992 |
| PANT-HER PANT & DESIGN<br>(Canada)    | TMA<br>132,164             | August 9, 1963; renewed<br>August 9, 1993 |
| ERIKA<br>(Canada)                     | 1,031,022                  | October 1, 1999                           |
| ERIKA & CO.<br>(Canada)               | 1,031,023                  | October 1, 1999                           |
| ERIKA COLLECTION<br>(Canada)          | 1,031,025                  | October 1, 1999                           |
| ERIKA II & CO.<br>(Canada)            | 1,031,024                  | October 1, 1999                           |



| <b>Trademark</b>       | <b>Registration Number</b> | <b>Registration Date</b> |
|------------------------|----------------------------|--------------------------|
| JAMIE SCOTT<br>(Chile) | 549,068                    | September 29, 1999       |

C. License Agreements

1. Trademark License Agreement by and between McNaughton Apparel Holdings Inc. and Norton McNaughton of Squire, Inc. dated August 7, 2000.

2. Trademark License Agreement by and between McNaughton Apparel Holdings Inc. and Jeri-Jo Knitwear, Inc. dated August 7, 2000.

3. Trademark License Agreement by and between McNaughton Apparel Holdings Inc. and Miss Erika, Inc. dated August 7, 2000.