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U.S. Department of Commerce
Patent and Trademark Office



FEET

To the Honorable Commissioner of Patents a

101826945

original documents or copy thereof.

1. Name of conveying party: Michigan National Bank
successor in interest to Mellon Bank, N.A.

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

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

2. Name and Address of receiving party

Name: Full Line Distributors, Inc.
Formerly known as L.A. T Sportswear, Inc.

Address: P.O. Box 4070
Canton, GA 30114

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation (State -Georgia)
 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 in Trademarks

Execution Date: August 10, 2001

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s) See attached Schedule A

Additional numbers attached? Yes No

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

Hayley M. Smith
Legal Assistant
Kirkland & Ellis
153 East 53rd Street
New York, NY 10022-4675

6. Total number of applications and registrations involved: 5

7. Total fee (37 CFR 3.41)..... \$ 140
 Enclosed

Any deficiency is authorized to be charged to
Deposit Account No. 111098

8. Deposit Account No. 111098

(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.

Miranda Brien
Name of Person Signing

Miranda Brien
Signature

August 22, 2001
Date

08/28/2001 DBYRNE 00000172 1705104

01 FC:481
02 FC:482

40.00 OP
100.00 OP
Number of pages including cover sheet, attachments, and document: 9

COMMISSIONER OF PATENTS AND TRADEMARKS
BOX ASSIGNMENT
WASHINGTON D.C. 20231

TRADEMARK
REEL: 002358 FRAME: 0025

SCHEDULE A
U.S. TRADEMARK REGISTRATIONS

Registration No.	Registration Date	Mark
1,705,104	8/4/92	L.A.T FOR KIDS & DESIGN
1,705,105	8/4/92	L.A.T SPORTSWEAR & DESIGN
1,484,366	4/12/88	L.A.T & DESIGN
1,318,241	2/5/85	RABBIT SKINS & DESIGN
2,319,136	2/15/00	L.A. T SPORTSWEAR & DESIGN

SCHEDULE A TO RECORDATION COVER SHEET
U.S. TRADEMARK REGISTRATIONS

Registration No.	Registration Date	Mark
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2,319,136	2/15/00	L.A. T SPORTSWEAR & DESIGN

RELEASE OF SECURITY INTEREST IN TRADEMARKS

THIS RELEASE OF SECURITY INTEREST IN TRADEMARKS (this "Release") is made as of August __, 2001 ("Effective Date") by and between Full Line Distributors, Inc. (f/k/a L.A. T Sportswear, Inc.) ("Debtor"), and Michigan National Bank, successor in interest to Mellon Bank, N.A., as Agent, and the Lenders (as such terms are defined in the Loan and Security Agreement between such parties dated as of April 29, 1996 (as amended));

WHEREAS, Debtor and Agent entered into the Trademark Security Agreement (the "Trademark Security Agreement") dated as of April 29, 1996 pursuant to the terms and conditions of the Loan and Security Agreement;

WHEREAS, pursuant to the terms and conditions of the Trademark Security Agreement, Debtor granted to Agent a continuing security interest in and to the Trademarks (as defined in the Trademark Security Agreement), including but not limited to the trademarks, service marks and trade names set forth on Schedule A attached hereto; and

WHEREAS, Debtor has paid all of its outstanding indebtedness to Agent;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Lenders have authorized the Agent to release and Agent hereby releases its security interest in and reassigns, transfers and conveys to Debtor, all right, title and interest which Agent has in and to the Trademarks.

Agent represents and warrants that: (i) it has the full power and authority to execute this Release; and (ii) it has not assigned, transferred, restricted or otherwise encumbered any security interest it has against the Trademarks.

Agent shall, at Debtor's expense, take all further actions, and provide to Debtor, its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by Debtor to more fully and effectively effectuate the purposes of this Release.

{SIGNATURE PAGE TO RELEASE OF SECURITY INTEREST IN TRADEMARKS FOLLOWS}

