

02-06-2002

Form PTO-1594

(Rev. 03/01)

OMB No. 0651-0027 (exp. 5/31/2002)

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

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

## 1. Name of conveying party(ies):

Kenar Enterprises, Ltd.

- ☐ Individual(s) ☐ Association
- ☐ General Partnership ☐ Limited Partnership
- ☒ Corporation-State Delaware
- ☐ Other \_\_\_\_\_

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

## 3. Nature of conveyance:

- ☒ Assignment ☐ Merger
- ☐ Security Agreement ☐ Change of Name
- ☒ Other Release of Security Interest

Execution Date: September 15, 1999

## 2. Name and address of receiving party(ies)

Name: The Chase Manhattan Bank

Internal

Address: \_\_\_\_\_

Street Address: 270 Park Avenue

City: New York State: New York Zip: 10017

- ☐ Individual(s) citizenship \_\_\_\_\_
- ☐ Association \_\_\_\_\_
- ☐ General Partnership \_\_\_\_\_
- ☐ Limited Partnership \_\_\_\_\_
- ☒ Corporation-State \_\_\_\_\_
- ☐ 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

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

## A. Trademark Application No.(s)

75/031,130

75/335,248

B. Trademark Registration No.(s)

1,515,470	1,297,725	1,947,138	1,302,743	1,495,494
2,164,189	1,658,611	1,332,297	1,901,255	2,198,175
1,108,068	2,070,063	1,452,275	1,613,019	1,909,339
			1,912,610	1,279,932
				2,210,733

Additional number(s) attached ☐ Yes ☐ No

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

Name: Mark D. Godler, Esq.

Internal Address: Kaye Scholer LLP

02/05/2002 AWNED1 00000210 110228 75031130

40.00 CH  
475.00 CH

Street Address: 425 Park Avenue

City: New York State: New York Zip: 10022

## 6. Total number of applications and registrations involved: 20

7. Total fee (37 CFR 3.41).....\$ 515.00

- ☐ Enclosed
- ☒ Authorized to be charged to deposit account

## 8. Deposit account number:

11-0228

(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.

Mark D. Godler, Esq.

Name of Person Signing

Signature

December 18, 2001

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: 002437 FRAME: 0960

## RELEASE OF SECURITY INTEREST

Reference is made to (i) the Credit Agreement, dated as of March 25, 1998, among Kenar Enterprises, Ltd. (the "Borrower"), The Chase Manhattan Bank, as a lender, the other lenders parties thereto (collectively, the "Lenders") and The Chase Manhattan Bank, as collateral agent for the Lenders (the "Collateral Agent"), as amended, together with all security agreements, documents and instruments executed and delivered in connection therewith (collectively, the "Financing Documents") and (ii) the Asset Purchase Agreement (the "Purchase Agreement") dated as of September 2, 1999 by and between Borrower and Garfield & Marks Designs, Ltd. (the "Buyer").

Pursuant to the Purchase Agreement, the Buyer is purchasing from the Borrower all right, title, interest and appurtenant goodwill of the business associated therewith, of the Borrower in and to the trademarks and corresponding United States and foreign applications and registrations identified in Schedule A attached hereto (the "Assets").

All liens, security interests, mortgages, claims and other encumbrances created under the Financing Documents or otherwise in favor of the Collateral Agent and the Lenders in any and all of the Assets are hereby automatically released and terminated without any further action on the part of the Collateral Agent or the Lenders.

Dated: September 15, 1999

THE CHASE MANHATTAN BANK,  
as Collateral Agent and Lender

By: [Signature]

Name:

Title:

**DOUGLAS A. JENKS**  
VICE PRESIDENT

Acknowledged and Agreed:

KENAR ENTERPRISES, LTD.

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

Name:

Title:

GARFIELD & MARKS DESIGNS, LTD.

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

Name:

Title:

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TRADEMARK PAGE 02  
22 SEP 14 1999 11:10 AM (NY 7055)  
REEL: 002437 FRAME: 0961

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Pursuant to the Purchase Agreement, the Buyer is purchasing from the Borrower all right, title, interest and appurtenant goodwill of the business associated therewith, of the Borrower in and to the trademarks and corresponding United States and foreign applications and registrations identified in Schedule A attached hereto (the "Assets").

All liens, security interests, mortgages, claims and other encumbrances created under the Financing Documents or otherwise in favor of the Collateral Agent and the Lenders in any and all of the Assets are hereby automatically released and terminated without any further action on the part of the Collateral Agent or the Lenders.

Dated: September 15, 1999

THE CHASE MANHATTAN BANK,  
as Collateral Agent and Lender

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

Name:

Title:

Acknowledged and Agreed:

KENAR ENTERPRISES, LTD.

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

*Anthony L. Sarno*

Name: Anthony L. Sarno

Title: Regional Head Office

GARFIELD & MARKS DESIGNS, LTD.

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

Name:

Title:

## RELEASE OF SECURITY INTEREST

Reference is made to (i) the Credit Agreement, dated as of March 25, 1998, among Kenar Enterprises, Ltd. (the "Borrower"), The Chase Manhattan Bank, as a lender, the other lenders parties thereto (collectively, the "Lenders") and The Chase Manhattan Bank, as collateral agent for the Lenders (the "Collateral Agent"), as amended, together with all security agreements, documents and instruments executed and delivered in connection therewith (collectively, the "Financing Documents") and (ii) the Asset Purchase Agreement (the "Purchase Agreement") dated as of September 2, 1999 by and between Borrower and Garfield & Marks Designs, Ltd. (the "Buyer").

Pursuant to the Purchase Agreement, the Buyer is purchasing from the Borrower all right, title, interest and appurtenant goodwill of the business associated therewith, of the Borrower in and to the trademarks and corresponding United States and foreign applications and registrations identified in Schedule A attached hereto (the "Assets").

All liens, security interests, mortgages, claims and other encumbrances created under the Financing Documents or otherwise in favor of the Collateral Agent and the Lenders in any and all of the Assets are hereby automatically released and terminated without any further action on the part of the Collateral Agent or the Lenders.

Dated: September 15, 1999

THE CHASE MANHATTAN BANK,  
as Collateral Agent and Lender

By: \_\_\_\_\_  
Name:  
Title:

Acknowledged and Agreed:

KENAR ENTERPRISES, LTD.

By: \_\_\_\_\_  
Name:  
Title:

GARFIELD & MARKS DESIGNS, LTD.

By: Joann Langer  
Name: JOANN LANGER  
Title: PRESIDENT

DOC #1771409.NY

# SCHEDULE A

Trademarks to be conveyed:

FREEWAY, KENAR (in all its various forms), KNR, NICOLE MATTHEWS LTD., PLEIN AIR, RYAN SCOTT, SOULS ON FIRE, SWIM BY KENAR, KAZMEL, ELECTROCOLOR, LAMONTA and MODEL T.

Corresponding Trademark Applications And Registrations:

MARK	REG. / APP. NO.	COUNTRY
FREEWAY	Reg. No. 1,515,470	U.S.A.
KAZMEL	Reg. No. 1,297,725	U.S.A.
KENAR	Reg. No. 1,947,138	U.S.A.
KENAR	App. No. 75/031,130	U.S.A.
KENAR	App. No. 75/335,248	U.S.A.
KENAR	Reg. No. 2,164,189	U.S.A.
KENAR	Reg. No. 1,658,611	U.S.A.
KENAR	Reg. No. 1,332,297	U.S.A.
KENAR	Reg. No. 1,108,068	U.S.A.
KENAR (and design)	Reg. No. 2,070,063	U.S.A.
KENAR 2	Reg. No. 1,452,275	U.S.A.
KENAR ENTERPRISES LTD.	Reg. No. 1,302,743	U.S.A.

KENAR ETC.	Reg. No. 1,912,610	U.S.A.
KNR	Reg. No. 1,909,339	U.S.A.
KNR	Reg. No. 1,901,255	U.S.A.
NICOLE MATTHEWS LTD.	Reg. No. 1,495,494	U.S.A.
PLEIN AIR	Reg. No. 1,279,932	U.S.A.
RYAN SCOTT	Reg. No. 1,613,019	U.S.A.
SOULS ON FIRE	Reg. No. 2,198,175	U.S.A.
SWIM BY KENAR	Reg. No. 2,210,733	U.S.A.
KENAR	Reg. No. 744704	Australia
KENAR	App. No. 819492876	Brazil
KENAR STUDIO	REG. NO. 816618763	Brazil
KAZMEL	Reg. No. 302,679	Canada
KENAR (and design)	Reg. No. 232,595	Canada
KNR	Reg. No. 937,519	China P.R.
KENAR	Reg. No. 1,692,427	France
KENAR	Reg. No. B1,094,154	Britain
KENAR	Reg. No. 983,192	Germany
KENAR	Reg. No. 112863	Greece

KENAR	Reg. No. 71574/420/154	Guatemala
KENAR	Reg. No. 393,775	Italy
KENAR	Reg. No. 3,259,902	Japan
KENAR STUDIO	Reg. No. 2,622,081	Japan
KENAR	App. No. 97-06684	Malaysia
FREEWAY	Reg. No. 398,968	Mexico
KAZMEL	Reg. No. 398,969	Mexico
KENAR	App. No. 16504	Mexico
KENAR	Reg. No. 322,186	Mexico
KENAR	Reg. No. 273,402	New Zealand.
KENAR	Reg. No. 059834	Panama
KENAR	App. No. 123,098	Phillipines
KENAR	App. No. 2551/97	Singapore
KENAR	Reg. No. 1,658,176	Spain
KENAR	Reg. No. 653,722	Taiwan
KENAR	Reg. No. 658,632	Taiwan
KENAR STUDIO	Reg. No. 245,570	Uruguay
KENAR	Reg. No. 135,555	Venezuela
KENAR	App. No. N-2019/97	Vietnam

MARKS TO BE CONVEYED HAVING NO CORRESPONDING  
APPLICATION OR REGISTRATION NOS.

MARK	COUNTRY
ELECTROCOLOR	U.S.A.
LAMONTA	U.S.A.
MODEL T	U.S.A.
KENAR	Chile
KENAR	Thailand