

01-13-2003

Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005)



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

Tab settings

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

1. Name of conveying party(ies):

Gerber Trade Finance, Inc.

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

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

2. Name and address of receiving party(ies)

Name: Jonathan Drew Inc.

Internal Address: Suite 512A

Street Address: 68 Jay Street

City: Brooklyn State: NY Zip: 11201

- 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

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3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other Release of security agreement

Execution Date: December 20, 2002

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s) 2440808;

2604842; 2561295

Additional number(s) attached Yes No

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

Name: Nicholas G. Mehler

Internal Address: Latham & Watkins

Street Address: 885 Third Avenue

City: New York State: NY Zip: 10022

6. Total number of applications and registrations involved: 3

7. Total fee (37 CFR 3.41) \$ 90.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

50-1988

DO NOT USE THIS SPACE

9. Signature.

NICHOLAS G. MEHLER

Name of Person Signing

Nicholas G. Mehler

Signature

12/30/02

Date

Total number of pages including cover sheet, attachments, and document: 3

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

01/10/2003 TDIAZ1 00000213 501988 2440808

01 FC:8521 40.00 CH 02 FC:8522 50.00 CH

TRADEMARK REEL: 002647 FRAME: 0149

RE

06-10-2002



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Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings

RE

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): Jonathan Drew, Inc.

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

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

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date: March 1, 2002

2. Name and address of receiving party(ies)

Name: Gerber Trade Finance, Inc

Internal

Address: 7th Floor

Street Address: 110 East 55th Street

City: New York State: NY Zip: 10022

- 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

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

A. Trademark Application No.(s)

75942912, 76346424, 76085616,

B. Trademark Registration No (s)

2440808

Additional number(s) attached Yes No

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

Name: Vadim Toyberman

Internal Address: Gerber Trade Finance Inc

Street Address: 110 East 55th Street 7th Floor

City: New York State: NY Zip: 10022

6. Total number of applications and registrations involved: 3

7. Total fee (37 CFR 3.41) \$

- 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.

VADIM TOYBERMAN Name of Person Signing

[Signature] Signature

05/22/02 Date

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

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

THIS FILING IS HEREBY TERMINATED GERBER TRADE FINANCE INC. By: Vadim Toyberman, U.P.

TRADEMARK REEL: 002647 FRAME: 0150



December 18, 2002

Gerber Trade Finance Inc.

110 East 55th Street
New York, NY 10022
Telephone 212 888-3833
Fax 212 888-1637

By Facsimile and Mail/212 682-0767

Paul Sessler, Esq.
Sessler & Macklin, LLP
228 East 45th Street
New York, NY 10017

Re: Jonathan Drew, Inc. d/b/a Drew Estates (the "Borrower")

Dear Mr. Sessler:

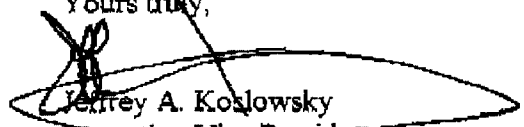
In accordance with the request of Mr. Marvin Samel, the following are the amounts necessary to fully pay off all loans secured by any and all liens over the assets of the Borrower with effect December 19, 2002 as well as the per diem interest.

Invoice #	Amount	Credit for Early Pay	Balance	Per Diem Interest	Per diem good until
19158	111,347.38	(938.03)	110,409.35	19.17	February 3, 2003
19168	31,749.17	(348.87)	31,400.30	5.45	February 17, 2003
19169	55,433.85	(609.13)	54,824.72	9.52	February 17, 2003
19254	149,767.43	(1,920.68)	147,846.75	25.67	February 27, 2003
19458	42,733.41	(711.62)	42,021.79	7.30	March 27, 2003
Total	\$391,031.24	(4528.33)	\$386,502.91	\$67.10	

Upon receipt of payment of the above capital amount plus interest by wire transfer as follows: HSBC Bank USA, 452 Fifth Avenue, New York, NY 10018, ABA No. 021001088 for further credit to: A/C No. 013800051 Gerber Trade Finance Inc.

1. all security interests or other encumbrances that we may have with respect to the assets of the Borrower will be terminated and cease to be effective;
2. we consent to the filing of UCC-3 statements terminating all Financing Statements filed by us against the Borrower (copies attached hereto);
3. we shall thereafter return to you the original note provide to us by the Borrower;
4. we agree to take any further action necessary or desirable to effect the intentions of this letter where such action can not be performed by the Borrower.

Yours truly,


Jeffrey A. Koslowsky
Executive Vice President

cc: Mr. Marvin Samel

Handwritten notes:
212 682 0767
12/19/02