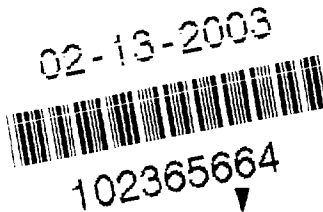


Form PTO-1594
(Rev. 10/02)
OMB No. 0651-0027 (exp. 6/30/2005)
Tab settings ⇌ ⇌ ⇌ ▼



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):

2-10-03
ROYAL BANK OF CANADA, Through its Division,
RBC Capital Partners.

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☐ Corporation-State
☒ Other Bank organized under laws of Canada

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

3. Nature of conveyance:

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

Execution Date: 11/13/02

2. Name and address of receiving party(ies)

Name: Associated Brands, Inc.

Internal

Address:

Street Address: 4001 Salt Works Road

City: Medina State: NY Zip: 14103

☐ 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):

76177398, 76177397,
A. Trademark Application No.(s)
75919469, 75919470, 75919471, 76177399,

B. Trademark Registration No.(s) 1445411, 1799556,
2058706, 1682165, 694319, 1911647, 1846417,

Additional number(s) attached ☒ Yes ☐ No

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

Name: Ronald S. Kereken, Esq.

Internal Address:

Jaeckle Fleischmann & Mugel, LLP

Ellwanger and Barry Building

Street Address: 39 State Street

City: Rochester State: NY Zip: 14614

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:

10-0223 (JFM Docket No. 28242.103101)

DO NOT USE THIS SPACE

9. Signature.

Ronald S. Kereken, Esq.

Name of Person Signing

Ronald S. Kereken, Esq.
Signature

2/3/03
Date

Total number of pages including cover sheet, attachments, and document. 8

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

02/12/2003 6TOM11 00000091 100223 76177398

01 FC: 8521 40.00 CH
02 FC: 8522 475.00 CH

Conveying Party: **Royal Bank of Canada, Through
its Division, RBC Capital Partners**
Receiving Party: **Associated Brands, Inc.**
Nature of Conveyance: **Assignment and Release of Security**

4. Application number(s) or registration number(s) (con't):

A. Trademark Application No.(s)	B. Trademark Registration No.(s)
None	1362250
	2153789
	1658781
	1358287
	1564065
	1388712
	1918224

*Execution Copy 30***ASSIGNMENT AND RELEASE OF SECURITY INTEREST**

This Assignment and Release of Security Interest, dated the 13th day of November, 2002, is given by Royal Bank of Canada, through its division, RBC Capital Partners, having its principal place of business at 5th Floor, South Tower, 200 Bay Street, Toronto, Ontario M5J 2J5 ("Royal Bank"), to Associated Brands, Inc., a New York corporation, having its principal place of business at 4001 Salt Works Rd., Medina, New York 14103 ("ABI").

WITNESSETH:

WHEREAS, Royal Bank, ABI and Associated Brands Inc., an Ontario corporation and ABI's parent corporation ("ABI Canada"), are parties to a Credit Agreement dated as of October 10, 2001 (as amended, supplemented, revised and replaced from time to time the "Credit Agreement");

WHEREAS, Royal Bank has made certain credit facilities available to ABI Canada pursuant to the Credit Agreement, and ABI has guaranteed the obligations of ABI Canada owing to Royal Bank pursuant to an Unlimited Guaranty and Indemnity Agreement between ABI and Royal Bank dated as of October 10, 2001 (the "Guaranty");

WHEREAS, the obligations of ABI under the Guaranty have been secured pursuant to a Collateral Patent, Trademark and Copyright Assignment dated as of October 10, 2001, which was recorded in the U.S. Patent and Trademark Office on

November 14, 2001, at Reel 002415, Frame 0006 (the "Assignment");

WHEREAS, pursuant to the Assignment, ABI has granted to Royal Bank a security interest in the items and properties listed under paragraphs 2 and 4 of the Assignment;

WHEREAS, all obligations of ABI Canada under the Credit Agreement, and all obligations of ABI under the Guaranty, have been satisfied and paid in full, and ABI has requested Royal Bank to assign, release and quitclaim to ABI all of the right, title and interest in and to all of the items and tangible and intangible properties that were assigned to Royal Bank under the Assignment, and to release its entire security interest and lien granted under the Assignment.

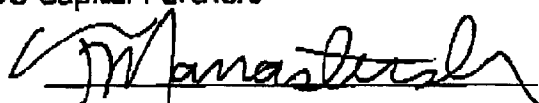
NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Royal Bank: (a) releases its entire security interest and lien granted under the Assignment, including, without limitation, the entire security interest and lien in and to all of the items and properties listed in paragraphs 2 and 4 of the Assignment and the marks, trademark registrations and trademark applications listed on Schedule A to the Assignment, a copy of which Schedule A is attached to and forms a part of this Assignment and Release (the "Properties"); and (b) assigns, releases and quitclaims to ABI the entire right, title, and interest in all of the Properties including any and all past, present and future claims under the Properties, including all claims for past infringement, accruing to Royal Bank by virtue of the Assignment.

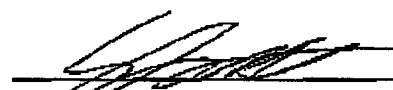
Royal Bank further agrees to execute, at ABI's expense, any and all documents

reasonably required by ABI to confirm and/or record in any jurisdiction any and all of the releases made and rights granted by Royal Bank under this Assignment and Release.

THIS Assignment and Release shall be binding upon and inure to the benefit of Associated Brands, Inc. and Royal Bank of Canada and their respective successors and assigns.

ROYAL BANK OF CANADA,
Through Its Division,
RBC Capital Partners

By: 
Name: TONY MANASTER
Title: MANAGING PARTNER - MEZZANINE FUND

By: 
Name: GREGORY SMITH
Title: MANAGING PARTNER - MEZZANINE FUND

On this 13th day of NOVEMBER, 2002, before me personally appeared TONY MANASTER, to me known and known to me to be the MANAGING PARTNER - MEZZANINE FUND of the Royal Bank of Canada who acknowledged to me that he was duly authorized to execute the foregoing document on behalf of said Royal Bank of Canada.


Notary Public

On this 13th day of NOVEMBER, 2002, before me personally appeared GREGORY SMITH, to me known and known to me to be the MANAGING PARTNER - MEZZANINE FUND of the Royal Bank of Canada who acknowledged to me that he was duly authorized to execute the foregoing document on behalf of said Royal Bank of Canada.


Notary Public