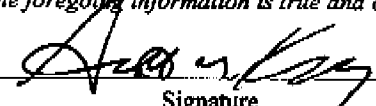


<b>RECORDATION FORM COVER SHEET</b> <b>TRADEMARKS ONLY</b>		U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office
Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002)		
To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.		
<b>1. Name of conveying party(ies):</b> <u>Madeleine, L.L.C.</u>  <input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input checked="" type="checkbox"/> Corporation - <u>a New York limited liability company</u> <input type="checkbox"/> Other  Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<b>2. Name and address of receiving party(ies)</b> Name: <u>Envce, L.L.C.</u> Internal Address: _____ Street Address: <u>8 West 40<sup>th</sup> Street, 3<sup>rd</sup> Floor</u> City: <u>New York</u> State: <u>NY</u> Zip: <u>10018</u> <input type="checkbox"/> Individual(s) citizenship _____ <input type="checkbox"/> Association _____ <input type="checkbox"/> General Partnership _____  <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation - <u>a Delaware limited liability company</u> <input type="checkbox"/> Other _____  If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input type="checkbox"/> No	
<b>3. Nature of conveyance:</b> <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input checked="" type="checkbox"/> Other - <u>Trademark Security Agreement Termination and Release (Domestic Facility)</u> Execution Date: <u>December 1, 2003</u>		
<b>4. Application number(s) or registration number(s):</b> A. Trademark Application No.(s)  Additional number(s) attached <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	B. Trademark Registration No.(s) <u>2093751; 2351411; 2338404; 2393046</u>	
<b>5. Name and address of party to whom correspondence concerning document should be mailed:</b>  Name: <u>Scott M. Kareff, Esq.</u> Internal Address: <u>Schulte Roth &amp; Zabel LLP</u>  Street Address: <u>919 Third Avenue</u>  City: <u>New York</u> State: <u>N.Y.</u> Zip: <u>10022</u>	<b>6. Total number of applications and registrations involved:</b> ..... <input type="text" value=""/>	
	<b>7. Total fee (37 CFR 3.41)..... \$ 115.00</b> <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account	
	<b>8. Deposit account number:</b>  <u>500675 - Schulte Roth &amp; Zabel LLP</u>  (Attach duplicate copy of this page if paying by deposit account)	
<b>DO NOT USE THIS SPACE</b>		
<b>9. Statement and signature.</b> <i>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.</i>  <div style="display: flex; justify-content: space-between;"> <div style="width: 30%;"> <u>Scott M. Kareff, Esq.</u>            Name of Person Signing         </div> <div style="width: 30%; text-align: center;">             Signature         </div> <div style="width: 30%; text-align: right;"> <u>February 2, 2004</u>            Date         </div> </div>		
Total number of pages including cover sheet, attachments, and document: <input type="text" value=""/>		

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

**TRADEMARK SECURITY AGREEMENT**  
**TERMINATION AND RELEASE**  
**(DOMESTIC FACILITY)**

This Trademark Security Agreement Termination and Release (Domestic Facility) (this "Termination") is made as of this 1<sup>st</sup> day of December, 2003, by Madeleine L.L.C., a New York limited liability company, as the collateral agent for the Lender Group (in such capacity, "Collateral Agent").

**R E C I T A L S**

A. Pursuant to the terms of that certain Trademark Security Agreement dated as of June 10, 2003 (the "Security Agreement"), between Collateral Agent and Enyce, L.L.C., a Delaware limited liability company ("Enyce"), Enyce granted to Collateral Agent, for the benefit of the Lender Group, a security interest in the Trademark Collateral, including without limitation the trademark registrations listed on Exhibit A attached hereto. All capitalized terms used herein not elsewhere defined in this Termination shall have the meanings set forth in the Security Agreement.

B. Collateral Agent desires to terminate the Security Agreement and release its security interest in the Trademark Collateral.

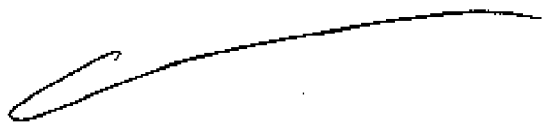
NOW, THEREFORE, in exchange for good and valuable consideration, the receipt of which is hereby acknowledged, Collateral Agent does hereby covenant and agree as follows:

1. The Security Agreement is hereby terminated, Collateral Agent's security interest in the Trademark Collateral (including without limitation the trademark registrations listed in Exhibit A) is hereby released, and Collateral Agent hereby reassigns to Enyce any and all right, title and interest in and to the Trademark Collateral conveyed to Collateral Agent (if any) pursuant to the Security Agreement and/or any other agreement.

2. Collateral Agent hereby agrees to execute, acknowledge and deliver all such further instruments and to take all such further actions as may be reasonably requested or are required in order to more fully and effectively carry out the purposes of this Termination.

IN WITNESS WHEREOF, Collateral Agent has duly executed this Termination as of the day and year first above written.

MADELEINE L.L.C., as Collateral Agent

By: 

Name: Kevin P. Gonda

Title: VP

[SIGNATURE PAGE TO DOMESTIC FACILITY TRADEMARK SECURITY AGREEMENT RELEASE]

Schedule A  
Enyce, L.L.C. Trademarks

TRADEMARK	COUNTRY	OWNER	APPL. NO.	APPL. DATE	GRANT NO.	GRANT DATE	EXPIRATION DATE
ENYCE	ARGENTINA	ENYCE INC.	2188300	11/20/1998			1/1/2008
ENYCE	ARUBA	ENYCE INC.	IM-000315.24	3/15/2000	20426	3/23/2000	3/15/2010
ENYCE	BOLIVIA	ENYCE INC.		1/15/1999	80982-C	8/21/2000	5/21/2010
ENYCE	BRAZIL	ENYCE INC.	003NO.NUM/98	10/21/1998			1/1/2008
ENYCE	BULGARIA	ENYCE INC.	43709	11/10/1998	35678	5/22/1999	1/10/2008
ENYCE & Design	CANADA	ENYCE INC.	TMO891135	9/22/1998	TMA526874	4/20/2000	4/20/2015
ENYCE	CE-Europ. Community	ENYCE INC.	786012	3/31/1998	789012	8/3/1999	3/31/2008
ENYCE	CE-Europ. Community	ENYCE INC.	802553	4/17/1998	802553	8/9/1999	4/17/2008
ENYCE	CE-Europ. Community	ENYCE INC.	943962	9/30/1998	940662	4/19/2001	9/30/2008
ENYCE	CHILE	ENYCE INC.	435660	12/16/1998	542579	6/15/1999	6/15/2009
ENYCE	CHINA	ENYCE INC.	9800111399	9/29/1998	1368503	2/28/2000	2/27/2010
ENYCE	COLOMBIA	ENYCE INC.	31627	5/3/2000	232527	2/16/2001	2/16/2011
ENYCE	COSTA RICA	ENYCE INC.		3/18/1999	116154	9/20/1999	9/20/2009
ENYCE	CROATIA	ENYCE INC.	Z981455A	11/12/1998	Z981455	1/18/1999	1/11/2008
ENYCE	CZECH REPUBLIC	ENYCE INC.	O-137662	11/12/1998	223355	3/23/2000	1/11/2008
ENYCE	ECUADOR	ENYCE INC.	92731	12/11/1998	2690-00	5/19/2000	5/19/2010
ENYCE	GERMANY	ENYCE INC.	739724577	5/28/1997	39724577	10/8/1997	5/28/2007
ENYCE	GERMANY	ENYCE INC.	39809474.8	2/16/1998	39809474	3/30/1998	2/16/2008
ENYCE	GUATEMALA	ENYCE INC.	001091/99	2/15/1999	99592	11/17/1999	5/17/2009
ENYCE	HONDURAS	ENYCE INC.	1279/99	2/3/1999	77403	6/14/2000	6/14/2010
ENYCE	HONG KONG	ENYCE INC.	12641/1998	9/23/1998	10234/1999	8/19/1999	9/23/2005
ENYCE	HUNGARY	ENYCE INC.	M9804633	11/10/1998	157586	9/8/1999	11/10/2008
ENYCE	INDIA	ENYCE INC.	828140	11/18/1998			11/18/2005
ENYCE	JAPAN	ENYCE INC.	35240/1998	4/24/1998	4329522	10/29/1999	10/29/2009
ENYCE	KOREA SOUTH	ENYCE INC.	27431/98	10/22/1998	464822	2/11/2000	2/11/2010
ENYCE	LATVIA	ENYCE INC.	M-98-2715	11/9/1998	M45009	12/20/1999	1/19/2008
ENYCE	LIECHTENSTEIN	ENYCE INC.		11/5/1998	10942	1/8/1999	1/15/2018
ENYCE	MALAYSIA	ENYCE INC.	99/0/931	3/9/1999			3/9/2009
ENYCE	MEXICO	ENYCE INC.	349137	10/21/998	595437	11/30/1998	10/21/2008
ENYCE	MONACO	ENYCE INC.	20215	11/9/1998	9.920.082	1/22/1999	1/19/2008
ENYCE	NEW ZEALAND	ENYCE INC.	301552	11/19/1998	301552	3/16/2000	11/19/2005
ENYCE	NICARAGUA	ENYCE INC.	99-00871	3/23/1999	441720.C.	6/7/2000	6/7/2010
ENYCE	NORWAY	ENYCE INC.	8427/1998	9/18/1998	195795	2/4/1999	2/4/2009

Schedule A  
Enyce, L.L.C. Trademarks

ENYCE	PANAMA	ENYCE INC.	97395	1/1/9/1998	97395	5/18/2000	1/1/9/2008
ENYCE	PARAGUAY	ENYCE INC.	28812-98	12/21/1998	234239	4/19/2001	4/19/2011
ENYCE	PERU	ENYCE INC.	75778	12/15/1998	53281	3/17/1999	12/17/2008
ENYCE	PHILIPPINES	ENYCE INC.	4-2002-0007636	9/9/2002			1/1/2012
ENYCE	POLAND	ENYCE INC.	Z-194752	1/12/1/1998	134811	1/16/2003	1/12/2008
ENYCE	ROMANIA	ENYCE INC.	52623	1/11/1/1998	37278	1/11/1/1998	1/11/2008
	RUSSIAN						
ENYCE	FEDERATION	ENYCE INC.	98717938	1/11/2/1998	191795	8/2/2000	1/1/2/2008
ENYCE	SALVADOR	ENYCE INC.	7810-98	12/10/1998	163BOOK128	3/1/2001	3/1/2011
ENYCE	SINGAPORE	ENYCE INC.	T98/09829G	9/29/1998	T98/09829G	9/29/1998	9/29/2008
ENYCE	SLOVAKIA	ENYCE INC.	POZ2830-98	1/11/1/1998	191338	6/19/2000	1/11/1/2008
ENYCE	SLOVENIA	ENYCE INC.	Z-9871625	1/11/2/1998	9871625	8/30/1999	1/11/2/2008
ENYCE	SOUTH AFRICA	ENYCE INC.	98/17155	9/25/1998	98/17155	1/3/2002	9/25/2008
ENYCE	SWITZERLAND	ENYCE INC.	078621998	9/23/1998	460241	4/7/1999	9/23/2008
ENYCE	TAIWAN	ENYCE INC.	87046697	9/22/1998	870279	10/11/1999	4/1/2009
ENYCE	THAILAND	ENYCE INC.	380796	2/12/1999	TM103855	12/17/1999	1/11/2/2008
ENYCE	UKRAINE	ENYCE INC.	98114393	1/1/6/1998	22130	12/17/2001	1/1/6/2008
ENYCE	URUGUAY	ENYCE INC.	308460	1/11/1/1998	308460	7/7/1999	7/7/2009
ENYCE	VENEZUELA	ENYCE INC.	399-1999	1/1/9/1999		8/17/2000	8/17/2010
ENYCE	VIETNAM	ENYCE INC.	40218	1/125/1998	33535	3/16/2000	1/125/2008
ENYCE	YUGOSLAVIA	ENYCE INC.	Z-1178/98	1/11/9/1998	44548	4/18/2002	1/11/9/2008
ENYCE & Design	USA	ENYCE L.L.C.	SN/5-976355	6/24/1996	RN2,083,751	9/21/1997	9/22/2007
Lady Enyce	USA	ENYCE L.L.C.	SN/5-579695	10/30/1998	RN2,351,411	5/23/2000	5/23/2010
Miscellaneous	USA	ENYCE L.L.C.	SN/5-694719	4/30/1999	RN2,338,404	4/4/2000	4/4/2010
Design	USA	ENYCE L.L.C.	SN/5-694718	4/30/1999	RN2,383,046	10/10/2000	10/10/2010

TRADEMARK