

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Release of Trademark Security Agreement

CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Fleet National Bank	National Westminster Bank USA	04/23/2004	National Banking Association: UNITED STATES

RECEIVING PARTY DATA	
Name:	Georgette Klinger, Inc.
Street Address:	501 Madison Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10022
Entity Type:	CORPORATION: NEW YORK

PROPERTY NUMBERS Total: 14

Property Type	Number	Word Mark
Registration Number:	1284859	GK
Registration Number:	1370618	
Registration Number:	1284858	GEORGETTE
Registration Number:	1719277	HERBAL ESSENTIALS
Registration Number:	1301107	
Registration Number:	1730543	
Registration Number:	1286713	KATHRYN
Registration Number:	1121229	
Registration Number:	1106942	GEORGETTE KLINGER
Registration Number:	1354848	KLINGER
Registration Number:	1104128	KLINGER
Registration Number:	1076178	GEORGETTE KLINGER
Registration Number:	1400036	FIRMATIVE
Registration Number:	1115110	GK

CH \$365.00 1284859

CORRESPONDENCE DATA

Fax Number: (212)704-6288

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

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Correspondent Name: Karl M. Zielaznicki

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ATTORNEY DOCKET NUMBER:	64145.00004
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NAME OF SUBMITTER:	Karl M. Zielaznicki
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Total Attachments: 3 source=security release_1#page1.tif source=security release_2#page1.tif source=security release_3#page1.tif

RELEASE OF TRADEMARK SECURITY AGREEMENT

This RELEASE OF TRADEMARK SECURITY AGREEMENT (this "Agreement") dated April 23, 2004 between GEORGETTE KLINGER, INC., a dissolved New York corporation (the "Borrower"), with its principal place of business located at 501 Madison Avenue, New York, NY 10022 and FLEET NATIONAL BANK (f/k/a NATIONAL WESTMINSTER BANK USA), a national banking association, with an office at 111 Westminister Street, Providence, RI 02110.

W I T N E S S E T H:

WHEREAS, the Borrower entered into a certain Loan Agreement dated March 21, 1989, as amended by, (i) a Waiver and Agreement dated February 28, 1990, (ii) a Waiver and Amendment dated May 2, 1991 and (iii) an Amendment No. 3 to Loan Agreement dated April 30, 1992 (hereinafter, as it may from time to time be amended, modified or supplemented, referred to as the "Loan Agreement") with the Bank pursuant to which the Bank has agreed to make available to the Borrower a credit facility (the "Credit Facility") under which the Borrower may, subject to the terms of the Loan Agreement, obtain loans and letters of credit issued for its account, upon and subject to the terms and conditions of the Loan Agreement;

WHEREAS, the Borrower owns the trademarks and/or service marks listed on Schedule A attached hereto along with goodwill of the business associated therewith, and also the US Patent and Trademark Registrations and Applications listed on said Schedule A (the "Trademarks");

WHEREAS, pursuant to a Security Agreement and Trademark Security Agreement dated March 21, 1989 and an Amended and Restated Trademark Security Agreement between the Borrower and the Bank (hereinafter, as it may from time to time be amended, modified or supplemented, referred to as the "Security Agreements"), the Borrower granted the Bank a security interest in the Trademarks on the terms and conditions set forth in the Security Agreements; and

WHEREAS, the Borrower has made payment and/or performed all of the obligations secured by Security Agreements and the Bank has agreed to execute this Agreement.

NOW, THEREFORE, in consideration of the Borrower's satisfaction of all of the obligations secured by the Security Agreements and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Bank hereby terminates the first lien upon and security as set forth in the Security Agreements in all of the Borrower's right, title and interest in and to the Trademarks, together with the goodwill of the business connected with the use and symbolized by the Trademarks.

The Bank expressly agrees to execute and deliver, at the request of the Borrower, all other papers, instruments, and other documents and to perform any other acts the Borrower reasonably may require in order to terminate the security interests granted in the Security

SCHEDULE A

<u>US Trademark Registrations</u>		
<u>Mark</u>	<u>Registration Date</u>	<u>Registration No.</u>
GK	July 10, 1984	1,284,859
<i>DESIGN ONLY</i>	November 12, 1995	1,370,618
GEORGETTE	July 10, 1984	1,284,858
HERBAL ESSENTIALS	September 22, 1992	1,719,277
<i>DESIGN ONLY</i>	October 23, 1984	1,301,107
<i>DESIGN ONLY</i>	November 10, 1992	1,730,543
KATHRYN	July 24, 1984	1,286,713
<i>DESIGN ONLY</i>	June 26, 1979	1,121,229
GEORGETTE KLINGER	November 28, 1978	1,106,942
KLINGER	August 20, 1985	1,354,848
KLINGER	October 17, 1978	1,104,128
GEORGETTE KLINGER	October 25, 1977	1,076,178
FIRMATIVE	July 8, 1996	1,400,036
GK DESIGN	March 20, 1979	1,115,110