

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	Termination and Release Agreement
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
K-6 Inc.		01/29/2004	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	Apparel America, Inc.
Street Address:	300 Plaza Drive
City:	Vestal
State/Country:	NEW YORK
Postal Code:	13850
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 2		
Property Type	Number	Word Mark
Registration Number:	769980	ROBBY LEN
Registration Number:	1737686	AQUACIZE

CORRESPONDENCE DATA	
Fax Number:	(212)684-3999
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	212-684-3900 ext 241
Email:	aerenburg@grr.com
Correspondent Name:	Gottlieb, Rackman & Reisman, P.C.
Address Line 1:	270 Madison Avenue
Address Line 4:	New York, NEW YORK 10016

ATTORNEY DOCKET NUMBER:	2385/065
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NAME OF SUBMITTER:	Anna Erenburg, Esq.
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Total Attachments: 9
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TERMINATION AND RELEASE AGREEMENT

This Termination and Release Agreement is made as of January 29, 2004 ("Effective Date"), by and among Apparel America, Inc. ("Borrower"), its predecessor in interest Robby Len Fashions, Inc. ("Assignor"), and K-6, Inc. and its predecessors in interest ("Lender").

WHEREAS, Borrower, Assignor and Lender and their respective predecessors in interest are parties to a certain Collateral Assignment of Patents, Trademarks and Licenses dated January 12, 1989, as amended and supplemented from time to time by, *inter alia*, (i) amendments and restatements dated May 12, 1989, August 11, 1989, December 21, 1989 and April 27, 1990; (ii) Second Amended and Restated Collateral Assignment of Patents, Trademarks and Licenses dated October 1, 1991 by and among the Borrower, Norstar Bank (n/k/a Fleet Bank, predecessor as Agent to Chemical Bank) and Manufacturers Hanover Trust Company (predecessor as a Bank to Chemical Bank); (iii) Third Amended and Restated Collateral Assignment of Patents, Trademarks and Licenses dated August 14, 1992; (iv) an Assignment, dated December 17, 1992, of the Third Amended and Restated Collateral Assignment of Patents, Trademark and Licenses by Fleet Bank (formerly known as Norstar Bank), as Agent, to Chemical Bank, as Agent, and by Fleet Bank, as a Bank, to A.I. Associates, Inc., (v) Fourth Amended and Restated Collateral Assignment of Patents, Trademarks and Licenses dated December 15, 1993; (vi) an Assignment, dated July 31, 1994, of the Fourth Amended and Restated Collateral Assignment of Patents, Trademarks and Licenses by Chemical Bank, as Agent, to Binghamton Savings Bank, as successor Agent; (vii) a merger, effective as of August 1, 1995, of Binghamton Savings Bank with and into BSB Bank & Trust Company, with BSB Bank & Trust Company being the surviving entity; (viii) Assignment Agreement(s) by and between BSB Bank & Trust Company and Chemical Bank and A.I. Associates transferring and conveying all their right, title and interest in and arising out of the Collateral Assignment of Patents, Trademarks and Licenses dated January 12, 1989 and its amendments, restatements and supplements to BSB Bank & Trust Company; and (ix) a Confirmatory Assignment, effective October 27, 2000, of the Collateral Assignment of Patents, Trademarks and Licenses by BSB Bank & Trust Company to K-6, Inc. (said Collateral Assignment of Patents, Trademarks and Licenses, the Amendments and Restatements thereto, and their respective Assignments collectively referred to as the "Collateral Assignment Agreement"), pursuant to which Lender, and its predecessors in interest, made loans and issued Letters of Credit to the Borrower; and

WHEREAS, the obligations of Borrower and/or Assignor to Lender in respect of the Collateral Assignment Agreement are guaranteed and secured by Assignor's and/or Borrower's intellectual property, including but not limited to issued patents and patent applications (as listed in Schedule A attached hereto), trademarks, trade names, trademark applications and registrations (as listed in Schedule B attached hereto), and licenses and license agreements (as listed in Schedule C attached hereto), and all rights arising from or corresponding or related to the foregoing, including but not limited to the

associated goodwill, both in U.S. and worldwide (all of the foregoing collectively referred to as "Intellectual Property"); and

WHEREAS, Borrower and/or Assignor has repaid all loans and satisfied all other obligations with respect to the Collateral Assignment Agreement to Lender.

NOW, THEREFORE, in consideration of the promises and agreements herein and Borrower's and/or Assignor's payment of the loans and satisfaction of all its obligations, monetary and otherwise, under the Collateral Assignment Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lender, Borrower and Assignor hereby agree as follows:

1. Lender hereby acknowledges the payment in full of all loans and satisfaction of all other obligations under the Collateral Assignment Agreement. Lender hereby further acknowledges that there are no outstanding, owed, due or payable monetary amounts or any other obligations from Borrower or Assignor to Lender.
2. Lender hereby terminates the Collateral Assignment Agreement.
3. Lender hereby acknowledges that any and all liens, security interests or other charges or encumbrances on Borrower's and/or Assignor's property, both in U.S. and worldwide, including but not limited to the Intellectual Property described above and as attached hereto in Schedules A-C, arising under the Collateral Assignment Agreement or any other agreement between Borrower, Assignor, and Lender and/or their respective predecessors in interest, are hereby automatically released and terminated, and any and all right, title and interest which Lender has, had, or may have acquired in or with respect to Borrower's and/or Assignor's property are hereby assigned, conveyed, ceded and transferred to Borrower, without any further action on the part of the Borrower, Assignor, or Lender.
4. Notwithstanding the foregoing, Lender will, at Borrower's request, execute such additional documents and other writings, and take such other actions as Borrower may reasonably request to effect or evidence the repayment of loans and satisfaction and release of the aforesaid and all other obligations under the Collateral Assignment Agreement or any other agreement between Borrower, Assignor, and Lender and/or their respective predecessors in interest.
5. Lender represents and warrants to Borrower and Assignor that the execution, delivery and performance of this Termination and Release Agreement by it does not and will not conflict with any agreement, instrument or understanding, oral or written, to which Lender is a party or by which Lender may be bound, nor violate any laws, rules or regulations

of any court, governmental body or administrative or other agency having authority over Lender or the Intellectual Property or associated goodwill.

6. Lender represents and warrants to Borrower and Assignor that Lender owns all right, title and interest in and to – and has the sole, full, unencumbered and clear title to and is the true and lawful exclusive owner of – the Collateral Assignment Agreement and underlying Intellectual Property, and that Lender has the full and exclusive right and power to terminate and release the Collateral Assignment Agreement and underlying Intellectual Property, and to assign, convey, cede and transfer to Borrower any and all right, title and interest which Lender have, had, or may have acquired in or with respect to Borrower's and/or Assignor's property; Lender further represents and warrants that the Collateral Assignment Agreement and the underlying Intellectual Property are free and clear of any and all liens, pledges, licenses, coexistence or concurrent use agreements, covenants by Lender (or any of its predecessors in interest) not to sue any third parties, options, charges, additional security interests or assignment, or other encumbrances of any nature, whether voluntarily incurred or arising by operation of law (collectively, "Encumbrances").
7. Lender represents and warrants to Borrower and Assignor that (i) the Collateral Assignment Agreement or the underlying Intellectual Property have not been cancelled, annulled, adjudged invalid or unenforceable, in whole or in part, nor are they currently being challenged in any way or involved in any pending legal action in any court (or other tribunal) or in any administrative proceeding before any governmental agency or tribunal; (ii) there are no pending challenges by any third party involving the Collateral Assignment Agreement or the underlying Intellectual Property; and (iii) Lender is not aware, and has not been notified or been made aware, of any fact or circumstance that would indicate – nor does Lender otherwise have reason to believe – that any third party claims or has a right or an interest in the Collateral Assignment Agreement or the underlying Intellectual Property including, without limitation, any Encumbrances.
8. Assignor represents and warrants to Borrower and Assignor that, to Lender's knowledge, the Collateral Assignment Agreement or the underlying Intellectual Property are not being and have not been infringed or violated in any manner by any third party. Lender further represents and warrants to Borrower and Assignor that, to Lender's knowledge, the Collateral Assignment Agreement or the underlying Intellectual Property does not infringe or otherwise violate any rights of any third party.

9. Lender represents and warrants to Borrower and Assignor that Lender has not assigned or otherwise transferred to any third party – or granted any license right to or otherwise divested itself of any right or interest in or to – any of Assignor’s right, title or interest in and to the Collateral Assignment Agreement or the underlying Intellectual Property, including any agreement to transfer any such right, title or interest in the future.
10. Borrower shall not, by virtue of this Termination and Release Agreement assume or become responsible for any liabilities or obligations of Lender, any of Lender’s predecessors in interest or any other third party.
11. Lender hereby agrees to indemnify, defend and hold harmless Borrower and its shareholders, directors, officers, agents and employees from and against any and all losses, damages, liabilities and expenses, including, without limitation, legal fees and court costs, to which any of them may become subject as the result of: (i) any material misstatement, error or omission in any of the representations or warranties of Lender contained in this Termination and Release Agreement, or the failure of Lender to comply in any material respect with any of the obligations, covenants or agreements contained in the Collateral Assignment Agreement to be complied with by Lender; or (ii) any liability, duty or obligation to any third party arising out of or with respect to the Collateral Assignment Agreement or the underlying Intellectual Property which occurred prior to the date of execution of this Collateral Assignment Agreement, including, but not limited to, Lender’s or its predecessors in interest’s ownership, possession, license or other use of the Intellectual Property prior to the execution date hereof.
12. All representations and warranties of Lender and all covenants, agreements, undertakings and indemnities shall survive the Effective Date hereof.
13. This Termination and Release Agreement shall be binding on Lender and its respective successors and assigns and shall inure to the benefit of Borrower, Assignor, and their respective successors and assigns;
14. This Termination and Release Agreement shall be governed by and construed in accordance with the laws of the State of New York, without reference to its choice of law principles.

IN WITNESS WHEREOF, Borrower and Lender have caused this Termination and Release Agreement to be executed and delivered by their duly authorized officers as of the date first above written.

LENDER:
K-6, Inc. and its
successors and assigns

BORROWER:
Apparel America, Inc. and its
successor and assigns

By: [Signature]
Name: Howard M. Ritberg
Title: Secretary

By: [Signature]
Name: Howard M. Ritberg
Title: Secretary

ACKNOWLEDGEMENT

State of New York)
)ss:
County of Broome)

On this day 16th day of July, 2004, before me appeared Howard M. Ritberg, to me known and known by me to be Secretary of K-6, Inc., a Delaware corporation and, being duly sworn, acknowledged to me that he/she executed the foregoing Termination and Release Agreement on behalf of said corporation.

[Signature]
NOTARY PUBLIC

JAMYE L. COATES
Notary Public, State of New York
No. 02CO6070170
Qualified in Broome County
My Commission Expires Feb. 19, 20 06

ACKNOWLEDGEMENT

State of New York)
)ss:
County of Broome)

On this day 16th day of July, 2004, before me appeared Howard M. Ritberg, to me known and known by me to be Secretary of Apparel America, Inc., a Delaware corporation, and, being duly sworn, acknowledged to me that he/she executed the foregoing Termination and Release Agreement on behalf of said corporation

[Signature]
NOTARY PUBLIC

JAMYE L. COATES
Notary Public, State of New York
No. 02CO6070170
Qualified in Broome County
My Commission Expires Feb. 19, 20 06

**SCHEDULE A TO THE TERMINATION AND RELEASE AGREEMENT
FROM K-6, INC. TO APPAREL AMERICA, INC.**

PATENTS

<u>Patents</u>	<u>Patent Number</u>	<u>Date of Patent</u>
Robby Len:		
SWIMSUIT	4,916,755	April 17, 1990
Apparel America, Inc.:		
BODYWEAR HAVING INTEGRAL BRA SUPPORT	5,033,986	July 23, 1991

**SCHEDULE B TO THE TERMINATION AND RELEASE AGREEMENT
FROM K-6, INC. TO APPAREL AMERICA, INC.**

TRADEMARKS

<u>United States</u>	<u>Registration No.</u>
ROBBY LEN	769,980
TALL TALK	826,136
PILGRIM	1,351,824
LONGITUDE	1,946,400
AQUACIZE	1,737,686
INCHES AWAY	2,175,679
<u>Canada</u>	<u>Registration No.</u>
LONGITUDE	460,957
ROBBY LEN	137,714
<u>Mexico</u>	<u>Registration No.</u>
LONGITUDE	508,813
INCHES AWAY	546,675
ROBBY LEN	508,814
<u>Chile</u>	<u>Registration No.</u>
LONGITUDE	451,718
<u>CTM</u>	<u>Registration No.</u>
LONGITUDE	20,057
ROBBY LEN	20,040

**SCHEDULE B TO THE TERMINATION AND RELEASE AGREEMENT
FROM K-6, INC. TO APPAREL AMERICA, INC. (Cont'd)**

TRADEMARKS

Unregistered Trademarks

TOUCHE

AQUA ZONE

BENEFIT SYSTEM

POOL PROOF

FIT ZONE

SPORT FORM

Property Labels

B.J. FROG (Mayfair)

Rrribbit Rrribbit (Mayfair)

**SCHEDULE C TO THE TERMINATION AND RELEASE AGREEMENT
FROM K-6, INC. TO APPAREL AMERICA, INC.**

LICENSES

- 1) License Agreement, dated as of March 6, 1990 between The Walt Disney Company, Inc. and Apparel America, Inc.
- 2) License Agreement, dated as of July 1, 1988, between Pepisco, Inc. and Mayfair Industries, Inc.
- 3) License Agreement, dated February 14, 1991, between United Feature Syndicate, Inc. and Apparel America, Inc.
- 4) License Agreement, dated September 4, 1990, between MTV Networks, a division of Viacom International, Inc. and Apparel America, Inc.
- 5) License Agreement, dated December 1, 1990 between Ampas Kustom Agencies, Inc. and Apparel America, Inc.
- 6) License Agreement, dated July 1, 1984 (as amended and renewed by an amendment dated December 18, 1990) between Licensing Corporation of America and Apparel America, Inc.
- 7) License Agreement dated November 29, 1989, between The Hearst Corporation, King Features Syndicate Division and Apparel America, Inc.
- 8) License Agreement dated February 15, 1989, between Marvel Entertainment Group, Inc. and Apparel America, Inc.
- 9) License Agreement dated August 23, 1991, between Apparel America, Inc. and Tom DeWan.