

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|------------------------------|-----------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | Termination and Release Agreement |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|--------------------------|----------|----------------|-----------------------|
| BSB Bank & Trust Company | | 01/29/2004 | CORPORATION: NEW YORK |

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

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 |
| NAME OF SUBMITTER: | Anna Erenburg, Esq. |

Total Attachments: 8
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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 BSB Bank & Trust Company, successor by merger to Binghamton Savings Bank (referred to as "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, Lender, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, assigned all its right, title and interest in and to the Collateral Assignment Agreement and in the Intellectual Property to K-6, Inc. on or about October 27, 2000.

NOW, THEREFORE, in consideration of the promises and agreements herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, Lender, Borrower and Assignor hereby agree as follows:

1. Lender hereby acknowledges that no amounts or any other obligations are outstanding, owed, due or payable to Lender from Borrower, Assignor or K-6, Inc.
2. Lender hereby acknowledges that any and all liens, security interests or other charges or encumbrances which Lender had or may still have 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;
3. This Termination and Release Agreement shall be binding on Lender and its successors and assigns, including but not limited K-6, Inc., and shall inure to the benefit of Borrower, Assignor, and their respective successors and assigns;
4. 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, Assignor 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:
BSB Bank & Trust Company ~~and its successors and assigns under the Collateral Assignment Agreement~~ *JMW*

By: *J. B. Westcott*
Name: JOHN B. WESTCOTT
Title: ADMIN. VICE PRES.

BORROWER:
Apparel America, Inc.

By: *H. M. Rittberg*
Name: Howard M. Rittberg
Title: Secretary

ACKNOWLEDGEMENT

State of New York)
)ss:
County of)

On this day ____ day of _____, 2004, before me appeared _____, to me known and known by me to be _____ of BSB Bank & Trust Company, a New York banking corporation and, being duly sworn, acknowledged to me that he/she executed the foregoing Termination and Release Agreement on behalf of said Bank.

NOTARY PUBLIC

ACKNOWLEDGEMENT

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

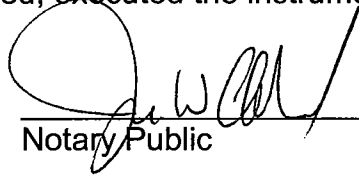
On this day 30th day of July, 2004, before me appeared Howard M. Rittberg, to me known and known by me to be Secretary of Apparel America, Inc., a Delaware corporation, and, being duly sworn, acknowledged to me that he/she executed the foregoing Termination and Release Agreement on behalf of said corporation

Jamie L. Lindsey
NOTARY PUBLIC

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

STATE OF NEW YORK)
) SS.:
COUNTY OF BROOME)

On this 16th day of July, in the year 2004, before me, the undersigned, personally appeared JOHN WESTCOTT, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.


Notary Public

JAMES W. CORBETT
NOTARY PUBLIC, State of New York
90769020588695
My Commission Expires August 4, 2006

**SCHEDULE A TO THE TERMINATION AND RELEASE AGREEMENT
FROM BSB BANK & TRUST COMPANY 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 BSB BANK & TRUST COMPANY TO APPAREL AMERICA, INC.**

TRADEMARKS

United States Registration No.

| | |
|-------------|-----------|
| 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 |

Canada Registration No.

| | |
|-----------|---------|
| LONGITUDE | 460,957 |
| ROBBY LEN | 137,714 |

Mexico Registration No.

| | |
|-------------|---------|
| LONGITUDE | 508,813 |
| INCHES AWAY | 546,675 |
| ROBBY LEN | 508,814 |

Chile Registration No.

| | |
|-----------|---------|
| LONGITUDE | 451,718 |
|-----------|---------|

CTM Registration No.

| | |
|-----------|--------|
| LONGITUDE | 20,057 |
| ROBBY LEN | 20,040 |

**SCHEDULE B TO THE TERMINATION AND RELEASE AGREEMENT
FROM BSB BANK & TRUST COMPANY 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)

Rrrabbit Rrrabbit (Mayfair)

TRADEMARK

REEL: 002915 FRAME: 0404

**SCHEDULE C TO THE TERMINATION AND RELEASE AGREEMENT
FROM BSB BANK & TRUST COMPANY 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.