

02-26-2004

U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office



102678295

To the Honorable Commissioner of Patents

original documents or copy thereof.

1. Name of conveying party(ies):

UNION BANK OF CALIFORNIA, N.A.

- Individual(s) Association General Partnership Limited Partnership Corporation-State Other

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

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other RELEASE OF TRADEMARK COLLATERAL

Execution Date: 2-4-04

2. Name and address of receiving party(ies)

Name: GILDA MARX INCORPORATED

Internal Address:

Address:

Street Address: 5340 ALLA ROAD

City: LOS ANGELES State: CA Zip: 90066

- Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State CA 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):

A. Trademark Application No.(s)

SEE ATTACHED

B. Trademark Registration No.(s)

SEE ATTACHED

Additional number(s) attached Yes No

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

Name: TONYA CHAPPLE

Internal Address: C/O CSC

Street Address: 80 STATE STREET

City: ALBANY State: NY Zip: 12207

6. Total number of applications and registrations involved:

9

7. Total fee (37 CFR 3.41): \$ 240.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

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.

TONYA CHAPPLE

Name of Person Signing

Signature

2/12/04

Date

5

Total number of pages including cover sheet, attachments, and document:

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

02/25/2004 MGETACHE 00000116 1789488

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40.00 DP

200.00 DP

TRADEMARK REEL: 002922 FRAME: 0038

## Schedule A

### I. U.S. Trademark Registrations

<b>Mark</b>	<b>Reg. No.</b>	<b>Reg. Date</b>
BREATHABLES	1,789,488	08/24/93
FLEXATARD	<u>1,303,823</u>	11/06/84
GILDA MARX	1,352,964	08/06/85
BREATHABLES	1,566,094	11/14/89
CALIFORNIA BODY	1,612,127	09/04/90
BODY DESIGN BY GILDA	1,125,592	10/02/79
GILDA MARX	1,344,561	06/25/85

### II. U.S. Trademark Applications

<b>Mark</b>	<b>Ser. No.</b>	<b>Filing Date</b>
MODA DEL MONDO	74/459,700	11/18/93
GILDA	74/439,715	09/24/93

### III. Trademark License Agreements

1. Augusta Sportswear – Active Sportswear
2. Dynamic Classics, Ltd. – Hand-held exercise equipment
3. Kellwood Co. – BREATHABLES panties

**RELEASE OF TRADEMARK COLLATERAL**

THIS RELEASE OF TRADEMARK COLLATERAL ("Release") is made as of February 04, 2004, by Union Bank of California, N.A., a national banking association ("Bank") formerly known as Union Bank, a California banking corporation and the secured party under that certain Security Agreement-Trademarks referred to below.

WITNESSETH, and

WHEREAS, Gilda Marx Incorporated, Gilda Marx International, and Gilda Marx International, Ltd. (collectively, the "Borrower"), executed that certain Security Agreement-Trademarks dated as of March 24, 1994, (the "Security Agreement"), pursuant to which Borrower granted to Bank a security interest in certain Collateral, as therein defined, including among other things certain trademarks and general intangibles owned by Borrower; and

WHEREAS, the Security Agreement was recorded with the United States Patent and Trademark Office on April 13, 1994 at Reel/Frame: 1135/0287 against the trademarks identified on Schedule A attached hereto and made a part hereof (the "Released Trademarks"); and

WHEREAS, Bank has agreed to release all of its rights under the Security Agreement-Trademarks, including without limitation all of its rights in and to the Released Trademarks, and to reconvey to Borrower all of its rights in and to the Released Trademarks; and

NOW, THEREFORE, in consideration of the premises hereof, and other good and valuable consideration the receipt of which is hereby acknowledged, Bank hereby releases all of its rights in and to the Released Trademarks, reconveys to Borrower all of its right, title and interest in and to the Released Trademarks, releases all other rights it may have under the Security Agreement-Trademarks with respect to the Collateral, including the Released Trademarks, and cancels the Security Agreement-Trademarks in its entirety.

Bank hereby represents and warrants that it has not heretofore transferred to any other person or entity any of the rights in and to the Collateral that were granted to it pursuant to the Security Agreement-Trademarks.

IN WITNESS WHEREOF, Bank has caused this Release to be duly executed on the date first above written.

UNION BANK OF CALIFORNIA, N.A.

By: [Signature]  
Name: Lucille Arevalos  
Title: Assistant Vice President

STATE OF CALIFORNIA, )  
County of Los Angeles ) ss.

On Feb 4, 2004, before me, Kathy J Hall, a Notary Public in and for the State of California, personally appeared Lucille Arevalos, personally known to me (~~or~~ proved to me on the basis of satisfactory evidence) to be the person(~~s~~) whose name(~~s~~) is/~~are~~ subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~they~~ executed the same in ~~his~~/her/~~their~~ authorized capacity(~~ies~~), and that by ~~his~~/her/~~their~~ signature(~~s~~) on the instrument the person(~~s~~), or the entity upon behalf of which the person(~~s~~) acted, executed the instrument.

WITNESS my hand and official seal.

Signature [Signature] (Seal)

