

Form PTO-1594

(Rev. 10/02)

OMB No. 0651-0027 (exp. 6/30/2005)

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

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

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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Imperial Headwear, Inc.

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

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

2. Name and address of receiving party(ies)

Name: GENERAL ELECTRIC CAPITAL CORP.

Internal

Address: _____

Street Address: 800 Connecticut Ave. Two North

City: Norwalk State: CT Zip: 06854

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State DE
- 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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other: Termination and Release of Security Interest In Certain Trademarks
- Merger
- Change of Name

Execution Date: 09-07-04

4. Application number(s) or registration number(s):

A. Trademark Application No.(s) N/A

B. Trademark Registration No.(s) See Exhibit A attached

Additional number(s) attached Yes No

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

Name: Linda M. Zimmermann

Internal Address: _____

Dorsey & Whitney LLP

Street Address: 170 S. Main St., Suite 900

City: Salt Lake City State: UT Zip: 84101

6. Total number of applications and registrations involved:

11

7. Total fee (37 CFR 3.41).....\$ 440.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

50-3225 (Dorsey & Whitney, LLP)

DO NOT USE THIS SPACE

9. Signature.

Linda M. Zimmermann

Name of Person Signing



Signature

September 13, 2004

Date

9

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

CH \$440.00 503225 2693504

EXHIBIT A

Owner	Trademark or <u>Service Mark</u>	Registrations -- United States Patent and Trademark Office	
		<u>Registration No.</u>	<u>Registration Date</u>
Imperial Headwear, Inc.	Turning Heads	2,693,504	03/04/2003
Imperial Headwear, Inc.	I'm Easy	2,344,811	04/25/2000
Imperial Headwear, Inc.	Imperial Sport	2,197,628	10/20/1998
Imperial Headwear, Inc.	Imperial Golf	2,197,626	10/20/1998
Imperial Headwear, Inc.	The Allen Morris Agency	1,722,442	10/06/1992
Imperial Headwear, Inc.	Imperial & Design	1,079,448	12/13/1977
Imperial Headwear, Inc.	Just a Mile Above the Rest of 'Em	1,094,551	06/27/1978
Imperial Headwear, Inc.	Imperial	1,079,440	12/13/1977
Imperial Headwear, Inc.	Fitsall	1,079,439	12/13/1977
Imperial Headwear, Inc.	Imperial	919,433	08/31/1971
Imperial Headwear, Inc.	Fitsall	950,855	01/16/1973

**TERMINATION AND RELEASE OF SECURITY INTEREST
IN CERTAIN TRADEMARKS**

IMPERIAL HEADWEAR, INC.

TERMINATION AND RELEASE OF SECURITY INTEREST IN CERTAIN TRADEMARKS, dated as of September 7, 2004, by General Electric Capital Corporation, a Delaware corporation having its principal place of business at 201 Merritt Seven, Norwalk, Connecticut ("Agent").

WHEREAS, Agent and Imperial Headwear, Inc., a Delaware corporation ("Imperial") entered into a Trademark Security Agreement dated as of June 2, 2003 (as amended and in effect from time to time, the "Trademark Agreement"), which Trademark Agreement was recorded with the United States Patent and Trademark Office on or about June 30, 2003 at Reel 002793, Frame 0508, for the purpose of securing certain obligations of Imperial under §2 of the Trademark Agreement; and

WHEREAS, pursuant to the Trademark Agreement, Imperial granted Agent a continuing security interest in and first priority lien on all of its trademarks and trademark licenses to which it is a party; all reissues, continuations or extensions of the foregoing; all goodwill of the business connected with the use of, and symbolized by, each trademark and each trademark license; and all products and proceeds of the foregoing, including, without limitation, any claim by Imperial against third parties for past, present or future (i) infringement or dilution of any trademark or trademark licensed under any trademark license or (ii) injury to the goodwill associated with any trademark or any trademark licensed under any trademark license (collectively, including without limitation the trademarks identified on Exhibit A attached hereto shall be known hereinafter as the "Imperial Trademarks"), and pledged and mortgaged (but did not transfer title to) the Imperial Trademarks to Agent; and

WHEREAS, it is contemplated that Arena Brands, Inc., a Delaware corporation ("ABI"), will sell its 100% ownership interest in Imperial to an unaffiliated third party and has requested that Agent release its security interest in the Imperial Trademarks; and Agent has agreed to terminate and release its security interest and its right, title and interest in the Imperial Trademarks as herein provided.

NOW, THEREFORE, for valuable consideration and pursuant to the terms and conditions set forth in the Trademark Agreement:

Agent hereby terminates and releases its security interest and first priority lien on the Imperial Trademarks identified on Exhibit A attached hereto, and Agent hereby assigns and transfers to Imperial, without recourse, Agent's entire right, title and interest in and to the Imperial Trademarks listed on Exhibit A attached hereto, effective as of the date set forth above.

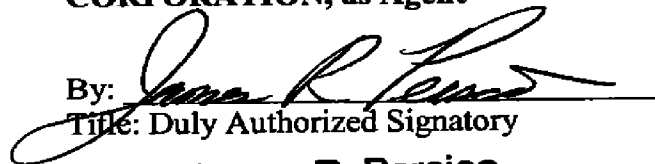
-2-

The parties hereto acknowledge that this document may be filed along with any other necessary documentation with the United States Patent and Trademark Office to evidence the termination and release granted herein.

This document may be executed in one or more counterparts, each of which shall be deemed an original but which together shall constitute one and the same instrument.

[Remainder of page intentionally left blank.]

**GENERAL ELECTRIC CAPITAL
CORPORATION, as Agent**

By: 
Title: Duly Authorized Signatory

**James R. Persico
Duly Authorized Signatory**

Accepted:

IMPERIAL HEADWEAR, INC.

By: _____
Title: _____

**GENERAL ELECTRIC CAPITAL
CORPORATION, as Agent**

By: _____
Title: Duly Authorized Signatory

Accepted:

IMPERIAL HEADWEAR, INC.

By: Thora A. Rough
Title: VICE PRESIDENT & CFO

CERTIFICATE OF ACKNOWLEDGMENT

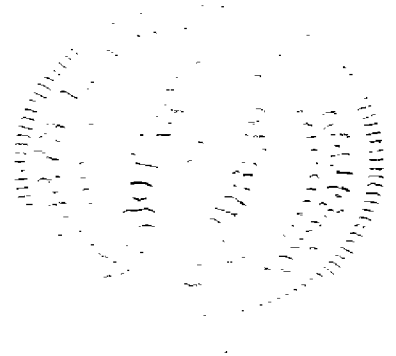
STATE OF CONNECTICUT)
)
COUNTY OF FAIRFIELD)

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this 3RD day of SEPTEMBER, 2004, personally appeared JAMES R. PERSICO to me known personally, and who, being by me duly sworn, deposes and says that he is a Duly Authorized Signatory of **GENERAL ELECTRIC CAPITAL CORPORATION**, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and said officer acknowledged said instrument to be the free act and deed of said corporation.

[Handwritten Signature]

Notary Public
My Commission Expires: 10/31/04

KATHRYN L. HILL
NOTARY PUBLIC
MY COMMISSION EXPIRES OCT. 31, 2005



CERTIFICATE OF ACKNOWLEDGMENT

STATE OF TEXAS)
COUNTY OF DALLAS)

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this 7th day of September, 2004, personally appeared THOMAS A. HUGH to me known personally, and who, being by me duly sworn, deposes and says that he is a VICE PRESIDENT & CFO of IMPERIAL HEADWEAR, INC., and that said instrument was signed and sealed on behalf of said corporations by authority of their respective Board of Directors, and said officer acknowledged said instrument to be the free act and deed of said corporations.

Jane Buchanan

Notary Public
My Commission Expires: 10/10/06

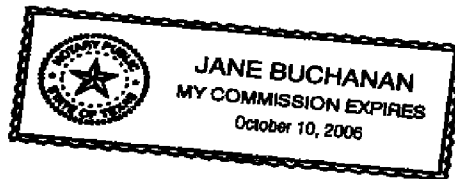


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BUSDOCS/1349965

RECORDED: 09/14/2004

TRADEMARK
REEL: 002938 FRAME: 0531