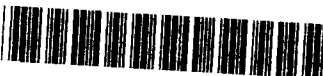


09-21-2004

Form PTO-1594
(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)



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

Tab settings ⇌ ⇌ ⇌ ▼

102776724

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

9-20-04

1. Name of conveying party(ies):

General Electric Capital Corporation, as Agent
(fka SunTrust Bank, Atlanta)

- 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: Anthony, Inc. (fka New Anthony, Inc.)

Internal

Address: _____

Street Address: 12812 Arroyo Street

City: San Fernando State: CA Zip: 91342

- 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 Release of Security Interest
- Merger
- Change of Name

Execution Date: September 1, 2004

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

A. Trademark Application No.(s) _____
See Attached Schedule A

B. Trademark Registration No.(s) _____
See Attached Schedule A

Additional number(s) attached Yes No

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

Name: Kristin Brozovic

Internal Address: _____

Street Address: c/o Latham & Watkins LLP

233 S. Wacker Drive, Suite 5800

City: Chicago State: IL Zip: 60606

6. Total number of applications and registrations involved: _____

4

7. Total fee (37 CFR 3.41).....\$ 115.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: _____

DO NOT USE THIS SPACE

9. Signature.

Kristin Brozovic

Name of Person Signing

Kristin Brozovic
Signature

9/16/04

Date

Total number of pages including cover sheet, attachments, and document: **6**

09/21/2004 ECOOPER 00000067 1549861

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

01 FC:8521	40.00 OP
02 FC:8522	75.00 OP
03 FC:8523	120.00 OP

TRADEMARK
REEL: 002941 FRAME: 0288

SCHEDULE I

Listing of Trademarks

<u>Trademark</u>	<u>Trademark Number</u>
ANTHONY	1549861
ANGLASS & design	1651496
ANTHONY & design	1040522
ANGLASS (Block Letter)	1398543

RELEASE OF SECURITY INTEREST IN TRADEMARKS

THIS RELEASE OF SECURITY INTEREST IN TRADEMARKS is dated as of September 1, 2004 by General Electric Capital Corporation (f/k/a SunTrust Bank, Atlanta), as Agent ("General Electric").

WHEREAS, General Electric and Anthony, Inc., f/k/a New Anthony, Inc. ("Borrower"), entered into that certain Collateral Assignment and Trademark Security Agreement (the "Agreement"), dated as of December 22, 1998;

WHEREAS, the Agreement granted General Electric a security interest in, among other things, certain trademarks, tradenames, trademark registrations, service marks, trade styles, terms, designs and trademark applications ("Trademarks"), including, without limitation, the Trademarks listed on Schedule I attached hereto as security for certain obligations of Borrower to General Electric and other lenders (the "Obligations");

WHEREAS, General Electric recorded the Agreement on July 26, 2000 at Reel 2119, Frame 0206 in the United States Patent and Trademark Office; and

WHEREAS, has requested that General Electric release its security interests in the Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, General Electric hereby agrees as follows:

1. General Electric hereby fully releases and terminates its security interests in and liens on:

(a) all of Borrower's now existing or hereafter acquired right, title and interest in and to: all Trademarks which are now filed with the U.S. Patent and Trademark Office, any similar office or agency of any state, territory or possession of the United States or Canada or any similar office or agency of any other country or used in the United States, any state, territory or possession thereof including, without limitation, Puerto Rico, or any other country, and (i) any renewals thereof, (ii) all income, royalties, damages and payments now and hereafter due or payable with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof, (iv) all documents, packages, prints and labels on which said Trademarks have appeared and all designs and general intangibles of a like nature, and (v) all rights corresponding thereto throughout the world;

(b) the goodwill of Borrower's business connected with or symbolized by Trademarks; and

(c) any and all of the proceeds of any of the foregoing, including, without limitation, any claims by Borrower against third parties for infringement of the Trademarks or of any license with respect thereto.

2. General Electric, on its own behalf and on behalf of the Lenders, hereby reassigns to Borrower, without recourse, representation or warranty, any right, title and interest of General Electric and the Lenders, if any, in and to the Patent Collateral.

3. General Electric further agrees, at the sole cost and expense of Borrower, to perform all acts reasonably necessary to effect the release and termination of its security interest and liens, including, but not limited to the recording, filing and entering into any agreements, documents, forms or papers needed to accomplish such release and termination.

[Signature page follows]

IN WITNESS WHEREOF, General Electric has caused this Release of Security Interest in Trademarks to be duly executed as of the day and year first above written.

GENERAL ELECTRIC CAPITAL CORPORATION,
as, Agent

By: _____
Name: Ryan Cassese
Title: Its Duly Authorized Signatory

SCHEDULE I

Listing of Trademarks

<u>Trademark</u>	<u>Trademark Number</u>
ANTHONY	1549861
ANGLASS & design	1651496
ANTHONY & design	1040522
ANGLASS (Block Letter)	1398543