

10-7-03

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

OFFICE OF PUBLIC AFFAIRS

09-28-2004

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

Tab settings → → →

To the Honorable Commissioner of Patents and Trademarks

102776860

original documents or copy thereof.

---

1. Name of conveying party(ies):  
Societe Generale as Agent

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 Termination & Release of Security Interests in Certain Trademarks

Execution date: August 15, 2003

---

2. Name and address of receiving party(ies):  
Name: Arena Brands, Inc.  
Internal Address: \_\_\_\_\_  
Address: \_\_\_\_\_  
Street Address: 601 Marion Drive  
City: Garland State: TX Zip: 75042

Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation-State Delaware  
 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) 74/218021, 74/547723, 74547808, 74397246, 74397269 and others in Exhibit A

B. Trademark Registration No.(s) 919433, 950855, 992879, 1079439, 1079440, 1079448, 1094551, 1474281 and others in Exhibit A

Additional number(s) attached  Yes  No

---

5. Name and address of party to whom correspondence concerning document should be mailed:  
Name: Brandy Treadway  
Internal Address: Weil, Gotshal & Manges, LLP  
Street Address: 200 Crescent Corp., Suite 300  
City: Dallas State: TX Zip: 75201

---

6. Total number of applications and registrations involved: 128

7. Total fee (37 CFR 3.41): \$ 3215.00  
 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.

Phyllis Eremittaggio      Phyllis Eremittaggio      October 7, 2003  
Name of Person Signing      Signature      Date

Total number of pages including cover sheet, attachments, and document: 13

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

NY1:1215321W11Q1GX011 DOCS1830 0007

**TRADEMARK REGISTRATION NUMBERS**

1,722,442	1,004,316	606,767
1,435,783	324,210	324,141
1,226,739	571,568	351,978
1,159,246	294,678	176,834
1,436,518	327,680	774,643
334,163	578,196	641,786
1,333,368	319,384	196,793
744,124	686,771	505,279
703,275	618,703	832,240
670,790	356,260	546,053
355,402	573,773	560,768
367,212	328,730	579,411
614,481	295,496	270,725
305,708	711,582	270,983
755,139	305,702	796,796
125,458	387,948	634,089
566,958	305,550	739,064
51,125	621,364	566,665

DA1:3765440182JK01!DOC51830.0007

174,832	1,100,844	706,683
1,279,058	563,452	1,093,874
566,669	1,326,043	1,069,427
260,850	1,195,254	706,363
123,910	919,433	949,838
130,198	950,855	2,002,684
31,332	992,879	1,821,412
104,221	1,079,439	2,109,438
1,338,045	1,079,440	2,380,672
1,044,952	1,079,448	2,397,228
330,447	1,094,551	2,490,537
1,034,374	1,474,281	2,197,626
657,477	1,779,015	2,197,628
526,196	1,651,961	2,693,504
1,384,367	1,479,630	1,404,842
1,358,126	1,510,146	1,404,841
1,386,055	1,167,443	1,936,565
393,178	1,049,661	1,954,442

**TRADEMARK APPLICATION NUMBERS**

74-218,021	74-397,269	011,567
74-547,723	74-397,910	531,907
74-547,808	74-187,867	734,353
74-397,246	75-938,122	

DATA:\376544\01\82JK01\1.DOC\51830.0007

TOTAL P.08

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

**TERMINATION AND RELEASE OF SECURITY INTERESTS IN CERTAIN TRADEMARKS** ("Release"), dated as of August 15, 2003, by SOCIETE GENERALE a national banking association, as agent (the "Agent") for itself and the other lending institutions which are parties to that certain Third Amended and Restated Credit Agreement dated as of June 25, 2002 (as amended and in effect from time to time, the "Credit Agreement"), among Arena Brands, Inc. (the "Company"), as borrower, Arena Brands Holding Corporation, and the other guarantors party thereto, the Agent and the lenders party thereto.

WHEREAS, pursuant to the terms of that certain (i) Trademark Security Agreement, dated as of September 2, 1992 between AJD Cap Holdings, Inc. and Heller Financial, Inc., as agent, and recorded with the PTO (Reel Number 0914 and Frame Number 0583), (ii) Trademark Security Agreement, dated as of September 2, 1992, between RHE, Inc. and Heller Financial, Inc., as agent, and recorded with the PTO on or about September 15, 1992 (Reel Number 0914 and Frame Number 0609), (iii) Trademark Security Agreement, dated as of September 2, 1992, between Miller Bros. Industries, Inc. and Heller Financial, Inc., as agent, and recorded with the PTO on or about September 15, 1992 (Reel Number 0914 and Frame Number 0596), (iv) Trademark Security Agreement, dated as of February 22, 1994, between Montana Silversmiths, Inc. and Heller Financial, Inc., as agent, and recorded with the PTO on or about November 28, 1994 (Reel Number 1245 and Frame Number 0122), (v) Trademark Security Agreement, dated as of February 22, 1994, between Charlie 1 Horse Hat Co. and Heller Financial, Inc., as agent, and recorded with the PTO on or about March 17, 1994 (Reel Number 1117 and Frame Number 0494), (vi) Trademark Security Agreement, dated as of November 9, 1993, between Imperial Headwear, Inc. and Heller Financial, Inc., as agent, and recorded with the PTO on or about March 2, 1994 (Reel Number 1114 and Frame Number 0276), (vii) Trademark Security Agreement, dated as of March 7, 1995, between Korber Hats, Inc. and Heller Financial, Inc., as agent, and recorded with the PTO on or about May 22, 1995 (Reel Number 1350 and Frame Number 0093), (viii) Assignment of Security Interest, dated as of September 17, 1997, between Heller Financial, Inc. and the Agent, and recorded with the PTO on or about September 17, 1997 (Reel Number 1622 and Frame Number 0785), (ix) Trademark Security Agreement, dated as of July 12, 2002 between RHE Hatco, Inc. and the Agent, recorded with the PTO on or about August 23, 2002 (Reel Number 2572 and Frame Number 0631), (x) Trademark Security Agreement, dated as of July 12, 2002, between Imperial Headwear, Inc. and the Agent, and recorded with the PTO on or about August 23, 2002 (Reel Number 2571 and Frame Number 0512) and (xi) Trademark Security Agreement, dated as of July 12, 2002, between Montana Silversmiths, Inc. and the Agent, and recorded with the PTO on or about August 23, 2002 (Reel Number 2571 and Frame Number 0545) (the agreements in clauses (i) - (xi), as amended and supplemented from time to time, collectively referred to as the "Trademark Agreement"), each for the purpose of securing certain obligations of the Company to the Agent, on behalf of itself and the lenders party thereto, the Company granted to the Agent, for the benefit of the lenders party thereto, a security interest in and lien on, and collaterally assigned to the Agent all of its trademarks, trademark registrations and associated goodwill and the trademarks, trademark registrations and associated goodwill of its subsidiaries, including, without limitation, the trademarks identified on Exhibit A attached hereto) (such trademarks referred to herein as the "Named Trademarks"); and

**WHEREAS**, the Agent has agreed to terminate and release its security interest and all of its right, title and interest in each of the Named Trademarks as herein provided.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent and the Company hereby agree as follows:

1. **Release and Assignment.** The Agent hereby terminates and releases its security interest in and first priority lien on all of the Named Trademarks, and the Agent hereby assigns and transfers to the Company and its subsidiaries, as applicable, without recourse, representation or warranty, all of the Agent's right, title and interest in and to each of the Named Trademarks and the related trademarks, trademark registrations and goodwill, effective as of the date set forth above.

2. **Acknowledgment and Acceptance.** The Company hereby acknowledges and accepts the foregoing release and assignment by the Agent.

3. **Counterparts.** This Release may be executed in any number of counterparts which shall together constitute one and the same agreement.

IN WITNESS WHEREOF, the Agent and the Company have executed this Release, to take effect as of the date first set forth above.

SOCIETE GENERALE, as Agent

By:

*R. Wayne Hutton*

Name: R. Wayne Hutton  
Title: Managing Director

ARENA BRANDS, INC.

By: \_\_\_\_\_

Name:  
Title:

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF NEW YORK  
COUNTY OF NEW YORK

)  
)ss.  
)

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this 1<sup>st</sup> day of October, 2003, personally appeared R. Wayne Hutton to me known personally, and who, being by me duly sworn, deposes and says that he/she is a Managing Director of SOCIETE GENERALE and that said instrument was signed and sealed on behalf of said bank by authority of its governing body, and said officer acknowledged said bank by authority of its governing body, and said instrument to be the free act and deed of said bank.

*Matthew Kalamaris*  
Notary Public  
My Commission Expires: 11/9/06

MATTHEW KALAMARIS  
Notary Public, State of New York  
No. 01KA5004092  
Qualified in Queens County  
Commission Expires November 9, 2006

Signature Page to Trademark Security Release