

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

Tab settings ⇌ ⇌ ⇌ ▼ ▼ ▼ ▼ ▼ ▼ ▼

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

1. Name of conveying party(ies):

Sankaty Advisors, LLC

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

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other: See Addendum attached hereto _____
- Merger
- Change of Name

Execution Date: 09-07-2004

2. Name and address of receiving party(ies)

Name: Imperial Headwear, Inc.

Internal

Address: _____

Street Address: 5200 East Evans Avenue

City: Denver State: CO Zip: 80222

- 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) N/A

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

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).....\$ 290.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

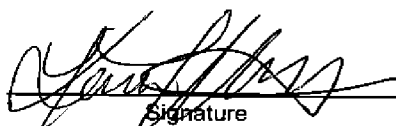
50-3225 (Dorsey & Whitney, LLP)

DO NOT USE THIS SPACE

9. Signature.

Karin H. Berg

Name of Person Signing



Signature

October 7, 2004

Date

Total number of pages including cover sheet, attachments, and document: 12

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

CH \$290.00 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

Imperial Trademark Release

TRADEMARK
REEL: 002953 FRAME: 0414

Addendum to Recordation Form Cover Sheet

Pursuant to the Notice of Non-Recordation, Document ID No. 700114236, Imperial Headwear, Inc. submits herewith for recordation a new Recordation Form Cover Sheet Form PTO 1594, correcting the conveying and receiving parties of the enclosed Termination and Release of Security Interest in Certain Trademarks executed on September 7, 2004.

09/14/2004
700114236

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

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) Association
 General Partnership Limited Partnership
 Corporation-State
 Other _____

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

2. Name and address of receiving party(ies)
Name: SANKATY ADVISORS, LLC
Internal Address: _____
Street Address: 111 Huntington Avenue
City: Boston State: MA Zip: 02199

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 Merger
 Security Agreement Change of Name
 Other: Termination and Release of Security Interest in Certain Trademarks

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


6. Total number of applications and registrations involved: 11

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

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  September 13, 2004
 Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 9
 Mail documents to be recorded with required cover sheet information to:
 Commissioner of Patent & Trademarks, Box Assignments
 Washington, D.C. 20231

EXHIBIT A

Owner	Trademark or Service Mark	Registrations -- United States Patent and Trademark Office	
		Registration No.	Registration Date
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

Imperial Trademark Release

**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 Sankaty Advisors, LLC, in its capacity as Collateral Agent ("Collateral Agent").

WHEREAS, Collateral 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 6, 2003 at Reel 002761, Frame 0878, for the purpose of securing certain obligations of Imperial under §2 of the Trademark Agreement; and

WHEREAS, pursuant to the Trademark Agreement, Imperial granted Collateral Agent a continuing security interest in and lieu (superior and prior to the rights of all other Persons other than the First Lien Agent under the First Lien Credit Documents) 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 Collateral 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 Collateral Agent release its security interest in the Imperial Trademarks; and Collateral 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:

"First Lien Agent" means General Electric Capital Corporation.

"First Lien Credit Agreement" means that certain credit agreement dated as June 2, 2003 (as amended, modified or supplemented from time to time), among Arena Brands, Inc., Arena Brands Holding Corporation, RHE Hatco, Inc., Montana Silversmiths,

Imperial Trademark Release

-2-

Inc., Lucchese, Inc., Imperial, Korber Hats, Inc. and the First Lien Agent for itself and as agent for certain lenders party thereto.

"First Lien Credit Documents" means the First Lien Credit Agreement and other agreements, instruments or documents executed pursuant to or in connection therewith.

"Person" means any entity, whether of natural or legal constitution, including any present or future individual, corporation, partnership, joint venture, limited liability company, unlimited liability company, trust, estate, unincorporated organization, government or any agency or political subdivision thereof.

Collateral Agent hereby terminates and releases its security interest and lien (superior and prior to the rights of all other Persons other than the First Lien Agent under the First Lien Credit Documents) on the Imperial Trademarks identified on Exhibit A attached hereto, and Collateral Agent hereby assigns and transfers to Imperial, without recourse, Collateral 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.

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.]

SANKATY ADVISORS, LLC,
as Collateral Agent

By: S. E. Davies
Name: **Stuart B. Davies**
Title: **Senior Vice President**

Accepted:

IMPERIAL HEADWEAR, INC.

By: _____
Title: _____

Imperial Trademark Release

**SANKATY ADVISORS, LLC,
as Collateral Agent**

By: _____
Name: **Stuart E. Davies**
Title: **Senior Vice President**

Accepted:

IMPERIAL HEADWEAR, INC.

By: Thomas A. Hough
Title: VICE PRESIDENT & CFO

Imperial Trademark Release

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF Massachusetts)

COUNTY OF Suffolk)

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this 3rd day of September, 2004, personally appeared STUART DAVIES to me known personally, and who, being by me duly sworn, deposes and says that he is a Service President of SANKATY ADVISORS, LLC, and that said instrument was signed and sealed on behalf of said company, and said officer acknowledged said instrument to be the free act and deed of said company.

Jennifer Lawrence

Notary Public

My Commission Expires: 6/12/09

Imperial Trademark Release

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. Hellett to me known personally, and who, being by me duly sworn, deposes and says that he is a VICE PRESIDENT & CEO 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



Imperial Trademark Release

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

Imperial Trademark Release