

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	Termination and Release of Security Interest in Certain Trademarks
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Sankaty Advisors, LLC in its capacity as Collateral Agent		09/07/2004	limited liability company:

RECEIVING PARTY DATA	
Name:	Imperial Headwear, Inc.
Street Address:	5200 East Evans Avenue
City:	Denver
State/Country:	COLORADO
Postal Code:	80222
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	2693504	TURNING HEADS
Registration Number:	2344811	I'M EASY
Registration Number:	2197628	IMPERIAL SPORT
Registration Number:	2197626	IMPERIAL GOLF
Registration Number:	1722442	THE ALLEN MORRIS COMPANY
Registration Number:	1079448	IMPERIAL
Registration Number:	1094551	JUST A MILE ABOVE THE REST OF 'EM
Registration Number:	1079440	IMPERIAL
Registration Number:	1079439	FITSALL
Registration Number:	919433	IMPERIAL
Registration Number:	950855	FITSALL

CORRESPONDENCE DATA	
Fax Number:	(303)863-8820
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	

OP \$290.00 2693504

Phone: 303-863-8818
Email: davidaweinstein@qwest.net
Correspondent Name: David A. Weinstein
Address Line 1: 1600 Broadway,
Address Line 2: Suite 2600
Address Line 4: Denver, COLORADO 80202

ATTORNEY DOCKET NUMBER:	IMPERIAL - SANKATY
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NAME OF SUBMITTER:	David A. Weinstein
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Total Attachments: 7
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**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 lien (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 ("ABF"), 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,

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: Stuart E. Davies

Name: Stuart E. Davies

Title: Senior Vice President

Accepted:

IMPERIAL HEADWEAR, INC.

By: _____

Title: _____

Imperial Trademark Release

**TRADEMARK
REEL: 002958 FRAME: 0178**

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

By: _____

Name: Stuart E. Davies

Title: Senior Vice President

Accepted:

IMPERIAL HEADWEAR, INC.

By: Thomas A. Rough

Title: VICE PRESIDENT & CFO

Imperial Trademark Release

**TRADEMARK
REEL: 002958 FRAME: 0179**

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 DAVIE to me known personally, and who, being by me duly sworn, deposes and says that he is a Sc-Vice 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 Levine

Notary Public

My Commission Expires: 6/12/09

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF TEXAS)

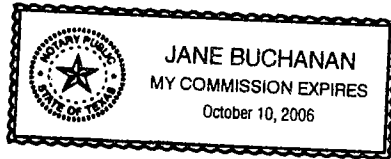
COUNTY OF DALLAS)

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this 7 day of September, 2004, personally appeared THOMAS A. HOLLEN 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

TRADEMARK
REEL: 002958 FRAME: 0181

EXHIBIT A

Owner	Trademark or <u>Service Mark</u>	Registrations --	
		<u>United States Patent and Trademark Office 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