TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Release of All Security Interests

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
M.D. Sass Corporate Resurgence Partners, L.P.		11/08/2004	LIMITED PARTNERSHIP:

RECEIVING PARTY DATA

Name:	John M. Smyth Company
Street Address:	90 Price Parkway
Internal Address:	Suite 1
City:	Farmingdale
State/Country:	NEW YORK
Postal Code:	11735
Entity Type:	CORPORATION: ILLINOIS

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	1922052	JOHN M. SMYTH'S HOMEMAKERS

CH $40.00 1922052

CORRESPONDENCE DATA

Fax Number: (212)755-7306
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 212-326-3420
Email: aevieta@jonesday.com
Correspondent Name: Amy Vieta
Address Line 1: 222 E. 41st St.
Address Line 2: Jones Day
Address Line 4: New York, NEW YORK 10017

NAME OF SUBMITTER:	Amy Vieta

Total Attachments: 3
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RELEASE OF TRADEMARK SECURITY AGREEMENT

1.

JOHN M. SMYTH COMPANY, a corporation organized and existing under the laws of the State of Illinois, having an address at 90 Price Parkway, Suite 1, Farmingdale, New York 11735 ("Grantor"), entered into certain Trademark Security Agreements, each dated as of November 14, 2003 (reflected in the records of the United States Patent and Trademark Office as being executed on June 19, 2003), together recorded in the United States Patent and Trademark Office on November 21, 2003, at Reel 2867, Frame 0578 (the "Trademark Security Agreements"), whereby M.D. SASS CORPORATE RESURGENCE PARTNERS, L.P., having an address at 10 New King Street, C/O Resurgence Asset Management, L.L.C., White Plains, New York 10604 (the "Grantee"), was granted a security interest in certain trademarks and service marks defined in each Trademark Security Agreement as the "Trademark Collateral."

2.

The Grantee without representation, warranty or recourse of any manner hereby terminates, releases and discharges all its security interest in the Trademark Collateral and all other security interests granted under each Trademark Security Agreement, including without limitation its security interest in the trademarks and service marks and registrations set forth on Exhibit "A" attached hereto and incorporated herein by reference. Any right, title or interest of the Grantee in such Trademark Collateral shall hereby cease and become void.

3.

The Grantee hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the release of the security interest contemplated hereby at Grantor's expense.

IN WITNESS WHEREOF, Grantee has caused this document to be executed on its behalf as of the 8th day of November, 2004.

M.D. SASS CORPORATE RESURGENCE PARTNERS, L.P.

By: _____
Name: Robert T. Symington
Title: Managing Director

NYI-2165395v4

STATE OF New York

COUNTY OF Westchester

On this 8th day of November, 2004, before me appeared Robert T. Symington, the person who signed this document in his/her capacity as Managing Director of M.D. SASS CORPORATE RESURGENCE PARTNERS, L.P., who acknowledged that he/she signed it as a free act on behalf of the identified corporation with authority to do so.

Mary Ellen DeNunzio

Notary Public

Commission Expiration Date: December 16, 2006

[NOTARIAL SEAL]

MARY ELLEN DeNUNZIO
Notary Public, State of New York
No. 01DE6084768
Qualified in Westchester County
Commission Expires Dec. 16, 2006

NYI-2165395v4

Exhibit "A"

U.S. TRADEMARK AND SERVICE MARK REGISTRATIONS

Mark	Registration No.
"JOHN M. SMYTH'S HOMEMAKERS"	1922052