

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Trademark Security Agreement Termination and Release

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
LaSalle Business Credit, LLC, as Agent for the benefit of the LOT Lenders		11/19/2004	Limited Liability Company:

**RECEIVING PARTY DATA**

<b>Name:</b>	A and G, Inc.
<b>Street Address:</b>	1501 E. Cerritos Avenue
<b>City:</b>	Anaheim
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	92805
<b>Entity Type:</b>	CORPORATION: ILLINOIS

**PROPERTY NUMBERS Total: 20**

Property Type	Number	Word Mark
Serial Number:	78416049	A
Serial Number:	76279532	A ALSTYLE APPAREL
Serial Number:	78485889	AA ALSTYLE APPAREL & ACTIVEWEAR
Serial Number:	78485888	AA ALSTYLE APPAREL & ACTIVEWEAR
Registration Number:	2017574	AAA ALSTYLE APPAREL & ACTIVEWEAR
Serial Number:	78403449	AAA ALSTYLE APPAREL & ACTIVEWEAR
Registration Number:	2067386	AMERICAN DIAMOND
Serial Number:	78414206	CLASSIC BY ALSTYLE APPAREL & ACTIVEWEAR
Registration Number:	1689599	DIAMOND STAR
Registration Number:	2631606	EXECUTIVE BY ALSTYLE
Serial Number:	78425086	GAZIANI
Registration Number:	2210868	GAZIANI FASHIONS
Registration Number:	2152224	HYLAND
Serial Number:	78308947	MAXTEK

CH \$515.00 78416049

Registration Number:	1642454	MURINA
Registration Number:	1605715	MURINA
Serial Number:	76468213	POWER-T
Registration Number:	1831796	PROFLEX
Registration Number:	2614246	TENNESSEE RIVER
Registration Number:	2611808	TENNESSEE RIVER

**CORRESPONDENCE DATA**

Fax Number: (214)939-6100  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 214-939-5804  
Email: nealk@hughesluce.com  
Correspondent Name: Michele P. Schwartz  
Address Line 1: 1717 Main Street  
Address Line 2: Suite 2800  
Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER:	15017.10
-------------------------	----------

NAME OF SUBMITTER:	Kristy Neal
--------------------	-------------

Total Attachments: 4  
source=lot#page1.tif  
source=lot#page2.tif  
source=lot#page3.tif  
source=lot#page4.tif

**TRADEMARK SECURITY AGREEMENT  
TERMINATION AND RELEASE**

This TERMINATION AND RELEASE (as amended, amended and restated or otherwise modified from time to time, the "Termination and Release") is dated November 19, 2004, and made by LASALLE BUSINESS CREDIT, LLC, as agent ("Agent"), for the benefit of the LOT Lenders ("Lenders"), in favor of A and G, Inc., a Illinois Corporation ("Borrower"):

**WITNESSETH**

WHEREAS, Borrower, Agent and Lenders are parties to a certain Trademark Security Agreement dated June 30, 2004 (as amended, amended and restated or otherwise modified from time to time, the "Security Agreement"), an Amended and Restated Loan and Security Agreement dated June 30, 2004 (as amended, amended and restated or otherwise modified from time to time, the "Loan Agreement"), and other related loan documents of June 30, 2004 (collectively, with the Security Agreement, Loan Agreement, and as each may be amended or otherwise modified from time to time, the "Financing Agreements"), which Financing Agreements, among other things, provided (i) for Agent and Lenders to, from time to time, extend credit to or for the account of Borrower and (ii) for the grant by Borrower to Agent, for the benefit of the LOT Lenders, of a security interest in certain of Borrower's assets, including, without limitation, its trademarks and trademark applications listed in the attached Schedule A (the "Security Interests");

WHEREAS, Borrower, Agent and Lenders are also parties to a certain Release Letter dated November 19, 2004 ( "Release Letter"), which, among other things, provided that (i) Borrower has made repayment to Agent, for the benefit of the LOT Lenders, of all amounts borrowed under the Loan Agreement, and (ii) Agent and the LOT Lenders have fulfilled all of their obligations to Borrower under the Loan Agreement or otherwise;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Agent and Lenders hereby terminate and release the Security Interests in the trademarks and trademark applications listed on the attached Schedule A as follows:

1. Incorporation of Prior Agreements. The Financing Agreements, Loan Agreement, and Release and Agreement, and their respective terms and provisions thereof, are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Loan Agreement.

2. Release of Security Interests. The Agent hereby terminates and releases its Security Interests in, assignment of, general lien on and right of set-off of all of the following:

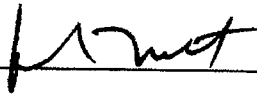
The Borrower's entire right, title and interest in and to all of its now owned or existing and hereafter acquired or arising trademarks, trade names, corporate names, company

names, business names, fictitious business names, trade styles, service marks, logos, other business identifiers, prints and labels on which any of the foregoing have appeared or appear, all registrations and recordings thereof, and all applications (other than "intent to use" applications until a verified statement of use or amendment to allege use is filed in the United States Patent and Trademark Office with respect to such applications) in connection therewith, including, without limitation, the trademarks and service marks, trademark and service mark registrations and applications listed on Schedule A attached hereto and made a part hereof and the trademarks, and renewals thereof, and all income, royalties, damages and payments now or hereafter due and/or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing (all of the foregoing are hereinafter individually and/or collectively referred to as "Trademarks"); all rights corresponding to any of the foregoing throughout the world; and the goodwill of such Borrower's business connected with the use of and symbolized by the Trademarks.

3. Further Assurances. The Agent, for the benefit of the LOT Lenders, hereby agrees to 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 Interests contemplated hereby.


IN WITNESS WHEREOF, Agent has duly executed this Termination and Release as of the date first written above.

LASALLE BUSINESS CREDIT, LLC

By:   
Title: Sr VP

IN WITNESS WHEREOF, Borrower has duly executed this Termination and Release as of the date first written above.

A and G, Inc.

By:   
Title: President

**SCHEDULE A**

**TRADEMARK REGISTRATIONS**

Country	Mark	Serial Number	Registration Number
Canada	A ALSTYLE APPAREL (and Design)	1116829	TMA612462
Canada	AAA ALSTYLE APPAREL & ACTIVEWEAR	1095672	TMA591662
Canada	AAA ALSTYLE APPAREL & ACTIVEWEAR (and Design)	1226290	n/a
Canada	BASIX BY ALSTYLE APPAREL CANADA	1151834	n/a
Canada	CLASSIC BY ALSTYLE APPAREL & ACTIVEWEAR	1101258	TMA612747
Canada	GAZIANI	1095671	TMA575122
Canada	MURINA	1095670	TMA575223
CTM (Europe)	A (and Design)	4055083	n/a
CTM (Europe)	AAA ALSTYLE APPAREL & ACTIVEWEAR	3301371	n/a
CTM (Europe)	AAA ALSTYLE APPAREL & ACTIVEWEAR (and Design)	4055075	n/a
CTM (Europe)	CLASSIC BY ALSTYLE APPAREL & ACTIVEWEAR	3828472	n/a
CTM (Europe)	DIAMOND STAR	3297694	n/a
CTM (Europe)	GAZIANI FASHIONS	3371473	n/a
CTM (Europe)	MURINA	3362878	n/a
CTM (Europe)	TENNESSEE RIVER	3371051	n/a
CTM (Europe)	TENNESSEE RIVER (and Design)	3376076	n/a
Mexico	AAA ALSTYLE APPAREL & ACTIVEWEAR	03M3934	n/a
Mexico	DIAMOND STAR	03M3938	n/a
Mexico	GAZIANI	03M3937	n/a
Mexico	MURINA	03M3933	n/a
Mexico	TENNESSEE RIVER	03M3935	n/a
Mexico	TENNESSEE RIVER (and Design)	03M3936	n/a
U.K.	MURINA	2369655	n/a
U.S.	A (and Design)	78/416,049	n/a
U.S.	A ALSTYLE APPAREL (and Design)	76/279,532	2,867,190

Country	Mark	Serial Number	Registration Number
U.S.	AA ALSTYLE APPAREL & ACTIVEWEAR	78/485,889	n/a
U.S.	AA ALSTYLE APPAREL & ACTIVEWEAR (and Design)	78/485,888	n/a
U.S.	AAA ALSTYLE APPAREL & ACTIVEWEAR	75/024,924	2,017,574
U.S.	AAA ALSTYLE APPAREL & ACTIVEWEAR (and Design)	78/403,449	n/a
U.S.	AMERICAN DIAMOND	74/206,312	2,067,386
U.S.	CLASSIC BY ALSTYLE APPAREL & ACTIVEWEAR	78/414,206	n/a
U.S.	DIAMOND STAR	74/108,657	1,689,599
U.S.	EXECUTIVE BY ALSTYLE	76/358,685	2,631,606
U.S.	GAZIANI	78/425,086	n/a
U.S.	GAZIANI FASHIONS	75/373,875	2,210,868
U.S.	HYLAND	75/258,547	2,152,224
U.S.	MAXTEK	78/308,947	n/a
U.S.	MURINA	74/005,788	1,642,454
U.S.	MURINA	74/005,204	1,605,715
U.S.	POWER-T	76/468,213	n/a
U.S.	PROFLEX	74/206,314	1,831,796
U.S.	TENNESSEE RIVER	76/153,750	2,614,246
U.S.	TENNESSEE RIVER (and Design)	n/a	378761 [TN state reg.]
U.S.	TENNESSEE RIVER (and Design)	76/153,826	2,611,808

CHI99 4388760-1.030799.0080