

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT												
NATURE OF CONVEYANCE:	Termination and Release of Security Interest in Certain Trademarks												
CONVEYING PARTY DATA													
<table border="1"><thead><tr><th>Name</th><th>Formerly</th><th>Execution Date</th><th>Entity Type</th></tr></thead><tbody><tr><td>Societe Generale, as agent for itself and other lending institutions which are parties to a Third Amended and Restated Credit Agreement dated as of June 25, 2002</td><td></td><td>08/15/2003</td><td>a national banking association:</td></tr></tbody></table>	Name	Formerly	Execution Date	Entity Type	Societe Generale, as agent for itself and other lending institutions which are parties to a Third Amended and Restated Credit Agreement dated as of June 25, 2002		08/15/2003	a national banking association:					
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<table border="1"><tr><td>Name:</td><td>Imperial Headwear, Inc.</td></tr><tr><td>Street Address:</td><td>5200 East Evans Avenue</td></tr><tr><td>City:</td><td>Denver</td></tr><tr><td>State/Country:</td><td>COLORADO</td></tr><tr><td>Postal Code:</td><td>80222</td></tr><tr><td>Entity Type:</td><td>CORPORATION: DELAWARE</td></tr></table>	Name:	Imperial Headwear, Inc.	Street Address:	5200 East Evans Avenue	City:	Denver	State/Country:	COLORADO	Postal Code:	80222	Entity Type:	CORPORATION: DELAWARE	
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PROPERTY NUMBERS Total: 2													
<table border="1"><thead><tr><th>Property Type</th><th>Number</th><th>Word Mark</th></tr></thead><tbody><tr><td>Registration Number:</td><td>2197626</td><td>IMPERIAL GOLF</td></tr><tr><td>Registration Number:</td><td>2197628</td><td>IMPERIAL SPORT</td></tr></tbody></table>	Property Type	Number	Word Mark	Registration Number:	2197626	IMPERIAL GOLF	Registration Number:	2197628	IMPERIAL SPORT				
Property Type	Number	Word Mark											
Registration Number:	2197626	IMPERIAL GOLF											
Registration Number:	2197628	IMPERIAL SPORT											
CORRESPONDENCE DATA													
Fax Number: (303)863-8820 <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>													
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													
NAME OF SUBMITTER:	David A. Weinstein												

OP \$65.00 2197626

900018438

TRADEMARK
REEL: 003014 FRAME: 0739

Signature:

/david a. weinstein/

Date:

01/24/2005

Total Attachments: 4

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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: 

Name: R. Wayne Hutton
Title: Managing Director

ARENA BRANDS, INC.

By: _____

Name:

Title:

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF NEW YORK

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)ss.

COUNTY OF NEW YORK

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Before me, the undersigned, a Notary Public in and for the county aforesaid, on this 1st 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.



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

MARK (Note: Blank if patent application)	COUNTRY (DKT. NO)	SERIAL NUMBER (REG. NO.)	FILING DATE (REG. DATE) RENEW DATE	CURRENT OWNER OF RECORD	GOODS/TITLE	STATUS
Imperial Golf (21905.40)	USA	314,026 (2,197,626)	6/24/97 (10/20/98)	Imperial Headwear, Inc.	Headwear	Section 8 & 15 Declaration due between 10/20/2003 and 10/20/2004
Imperial Sport (21905.41)	USA	314,318 (2,197,628)	6/24/97 (10/20/98)	Imperial Headwear, Inc.	Headwear	Section 8 & 15 Declaration due 10/20/2004
Turning Heads	USA	2,693,504	5/8/02	Imperial Headwear, Inc.	Headwear	New application