

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Security Interest		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BankBoston, N.A.		02/04/2005	NATIONAL BANKING ASSOCIATION:
RECEIVING PARTY DATA			
Name:	SC Licensing Corp.		
Street Address:	21 BRISTOL DRIVE		
City:	SOUTH EASTON		
State/Country:	MASSACHUSETTS		
Postal Code:	02375		
Entity Type:	CORPORATION: MASSACHUSETTS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2103628	PAULA'S HATBOX	
CORRESPONDENCE DATA			
Fax Number:	(617)338-2880		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	617-338-2943		
Email:	trademarkadmin@sandw.com		
Correspondent Name:	Kimberly B. Herman		
Address Line 1:	One Post Office Square		
Address Line 2:	Sullivan & Worcester LLP		
Address Line 4:	Boston, MASSACHUSETTS 02109		
NAME OF SUBMITTER:	Kimberly B. Herman		
Signature:	/kimberly b. herman/		
Date:	02/10/2005		

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Total Attachments: 3

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**RELEASE OF SECURITY INTEREST
IN TRADEMARK COLLATERAL**

This RELEASE, dated as of February 4, 2005, is made by BankBoston, N.A. ("BankBoston") in favor of SC Licensing Corp. (the "Borrower").

W I T N E S S E T H:

WHEREAS, BankBoston was involved in a credit facility pursuant to which credit was extended to the Borrower, and in return the Borrower granted security interests pursuant to the following:

A Security Agreement dated December 30, 1997, between BankBoston and SC Licensing Corp., recorded with the U.S. Patent and Trademark Office on January 16, 1998, Reel/Frame 1677/0592.

WHEREAS, BankBoston acknowledges full payment, performance and satisfaction of all obligations secured by the above-referenced Security Agreement; and

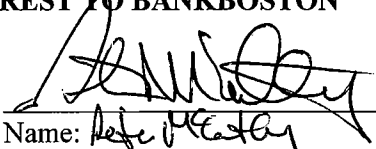
WHEREAS, the Borrower has requested that BankBoston release its security interest in the collateral described in the aforementioned Security Agreement (the "Collateral").

NOW, THEREFORE, BankBoston hereby **RELEASES** all of its security interest in the Collateral, namely, the trademark listed in Schedule A and the trademark registration listed in Schedule B, both schedules attached hereto and incorporated herein by reference, and any other collateral described in the aforementioned Security Agreement.

BankBoston agrees, at the Borrower's expense, to cooperate with the Borrower and to provide the Borrower with the information and additional authorization necessary to effect the release of BankBoston's security interest in the Collateral.

IN WITNESS WHEREOF, BankBoston has executed this Release as of the date first set forth above.

FLEET NATIONAL BANK AS SUCCESSOR IN INTEREST TO BANKBOSTON

By: 
Name: John P. Kelly
Title: SVP

Release Of Security Interest
In Trademark Collateral

SCHEDULE A

<u>MARK</u>
PAULA'S HATBOX

SCHEDULE B

U.S. Trademark Registration

Trademark	App No	App Date	Reg No.	Reg Date
PAULA'S HATBOX	75226964	25 Nov 1996	2103628	7 Oct 1997

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