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
IIFleet National Bank	FORMERLY The First National Bank of Boston	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:	1341870	PAULA YOUNG

CORRESPONDENCE DATA

Fax Number: (617)338-2880

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

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:	/hbk/
Date:	02/10/2005

Total Attachments: 3 source=Paula Young#page1.tif source=Paula Young#page2.tif source=Paula Young#page3.tif

RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL

This RELEASE, dated as of February 4, 2005, is made by Fleet National Bank as

successor in interest to The First National Bank of Boston ("First Boston") in favor of SC Licensing

Corp. as successor in interest to SC Corporation d/b/a SC Direct (the "Borrower").

WITNESSETH:

WHEREAS, First Boston 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 March 12, 1997, between First Boston

and SC Corporation d/b/a SC Direct, recorded with the U.S. Patent and

Trademark Office on March 26, 1997, Reel/Frame 1569/0799.

WHEREAS, First Boston acknowledges full payment, performance and satisfaction of all

obligations secured by the above-referenced Security Agreement; and

WHEREAS, the Borrower has requested that First Boston release its security interest in

the collateral described in the aforementioned Security Agreement (the "Collateral").

NOW, THEREFORE, First Boston hereby **RELEASES** all of its security interest in the

Collateral, namely, the trademark listed in <u>Schedule A</u> and the trademark registration listed in <u>Schedule B</u>,

both schedules attached hereto and incorporated herein by reference, and any other collateral described in

the aforementioned Security Agreement.

First Boston 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

First Boston's security interest in the Collateral.

{B0373779; 1}

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

FLEET NATIONAL BANK AS SUCCESSOR IN INTEREST TO THE FIRST NATIONAL BANK OF

BOSTON

By:

Name: Let

Release Of Security Interest In Trademark Collateral

SCHEDULE A

<u>MARK</u>
PAULA YOUNG

SCHEDULE B

U.S. Trademark Registration

Trademark	App No	App Date	Reg No.	Reg Date
PAULA YOUNG	73432219	27 June 1983	1341870	18 June 1985

3173650_1

{B0373779; 1}