

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
The CIT Group/Commercial Services, Inc.		03/02/2005	CORPORATION: NEW YORK

RECEIVING PARTY DATA

Name:	Seven For All Mankind, LLC
Street Address:	2650 Fruitland
City:	Vernon
State/Country:	CALIFORNIA
Postal Code:	90058
Entity Type:	LLC: DELAWARE

PROPERTY NUMBERS Total: 17

Property Type	Number	Word Mark
Serial Number:	78521445	
Serial Number:	78428268	7 FOR ALL MANKIND
Serial Number:	78428263	FOR ALL MANKIND
Serial Number:	78272388	FOR ALL MANKIND
Serial Number:	78238552	
Serial Number:	78238548	
Serial Number:	76333111	7 FOR ALL MANKIND
Serial Number:	76333011	
Serial Number:	76332328	FOR ALL MANKIND
Serial Number:	76330171	7 FOR ALL MANKIND
Serial Number:	76320287	SEVEN FOR ALL MANKIND
Serial Number:	75983026	SEVEN FOR ALL MANKIND
Serial Number:	75983009	7 FOR ALL MANKIND
Serial Number:	75983008	7 FOR ALL MANKIND

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Serial Number:	75982990	FOR ALL MANKIND
Serial Number:	75982867	
Serial Number:	74462357	MANKIND

CORRESPONDENCE DATA

Fax Number: (866)459-2899
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 202-783-2700
Email: pagodoa@federalresearch.com
Correspondent Name: CBC Companies dba Federal Research
Address Line 1: 1030 Fifteenth Street, NW, Suite 920
Address Line 2: attn: Penelope J.A. Agodoa
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

NAME OF SUBMITTER:	Penelope J.A. Agodoa
Signature:	/pja/
Date:	03/16/2005

Total Attachments: 4
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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

THE CIT GROUP/COMMERCIAL SERVICES, INC.

- Individual(s)
- General Partnership
- Corporation-State
- Other _____
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other RELEASE OF SECURITY INTEREST
- Merger
- Change of Name

Execution Date: 3/2/05

2. Name and address of receiving party(ies)

Name: SEVEN FOR ALL MANKIND, LLC

Internal Address: _____

Street Address: 2650 FRUITLAND

City: VERNON State: GA Zip: 90058

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State _____
- Other LLC

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s) _____

B. Trademark Registration No.(s) _____

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: FEDERAL RESEARCH

Internal Address: _____

Street Address: 1030 15TH STREET NW
SUITE 920

City: WASHINGTON State: DC Zip: 20005

6. Total number of applications and registrations involved: _____

17

7. Total fee (37 CFR 3.41).....\$ 440.⁰⁰

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

50-3155

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9. Signature.

ROBERTA TERMINE
Name of Person Signing


Signature

3/14/05
Date

Total number of pages including cover sheet, attachments, and document: 3

RELEASE OF SECURITY INTEREST IN TRADEMARKS

THIS RELEASE OF SECURITY INTERESTS IN TRADEMARKS (this “Release”) is made as of March 2, 2005 (“Effective Date”) by and between Seven For All Mankind, LLC, a limited liability company formed under the laws of Delaware (“SFAM”), and The CIT Group/Commercial Services, Inc., a New York corporation (“CIT”).

WHEREAS, pursuant to the terms and conditions of that certain Grant of Security Interest in Patents, Trademarks and Licenses dated December 30, 2004 by and between L’Koral Incorporated (“L’Koral”) and CIT (the “Trademark Security Agreement”), L’Koral granted to CIT a security interest in all of L’Koral’s right, title and interest in and to all trademarks, trademark registrations recordings and/or applications, tradenames, trade styles, service marks, prints and labels on which any of the foregoing have or may appear, designs, and general intangibles pertaining to the foregoing, including, without limitation, the trademark registrations and applications listed on Schedule A;

WHEREAS, L’Koral and CIT entered into the Trademark Security Agreement pursuant to the terms and conditions of certain factoring and/or financing arrangements, and loan and security documents executed in connection with the Trademark Security Agreement;

WHEREAS, L’Koral contributed and otherwise conveyed, assigned, transferred and delivered to SFAM the entire right, title, and interest in and to certain assets, including, without limitation, the trademark registrations and applications set forth on Schedule A (the “SFAM Trademarks”), together with the goodwill of the business symbolized by the SFAM Trademarks, subject to the continuing security interest granted in favor of CIT; and

WHEREAS, all of the outstanding indebtedness to CIT with respect to the SFAM Trademarks under the Trademark Security Agreement has been paid in full.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, CIT hereby terminates the Trademark Security Agreement with respect to the SFAM Trademarks and hereby terminates, cancels and releases any and all security interests it has against the SFAM Trademarks.

CIT represents and warrants that: (i) it has the full power and authority to execute this Release; and (ii) it has not assigned, transferred, restricted or otherwise encumbered any security interest it has against the SFAM Trademarks.

CIT shall, at SFAM’s expense, take all further actions, and provide to SFAM, its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by SFAM to more fully and effectively effectuate the purposes of this Release.

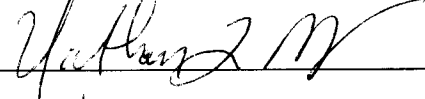
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SCHEDULE A

<u>Serial Number</u>	<u>Registration Number</u>	<u>Mark</u>
78-521445	N/A	(Design only)
78-428268	N/A	7 FOR ALL MANKIND
78-428263	N/A	FOR ALL MANKIND
78-272388	N/A	FOR ALL MANKIND
78-238552	2927764	(Design only)
78-238548	N/A	(Design only)
76-333111	N/A	7 FOR ALL MANKIND (Stylized)
76-333011	N/A	(Design only)
76-332328	N/A	FOR ALL MANKIND
76-330171	N/A	7 FOR ALL MANKIND
76-320287	N/A	SEVEN FOR ALL MANKIND
75-983026	2842072	SEVEN FOR ALL MANKIND
75-983009	2890645	7 FOR ALL MANKIND (Stylized)
75-983008	2890644	7 FOR ALL MANKIND
75-982990	2726272	FOR ALL MANKIND
75-982867	2787838	(Design Only)
74-462357	1905065	MANKIND

IN WITNESS WHEREOF, CIT has caused this Release to be executed by its duly authorized representative as of the Effective Date.

THE CIT GROUP/COMMERCIAL SERVICES, INC.

By: 

Name: NATHAN L. HUGG

Title: Senior Vice President