Form PTO-1594
(Rev. 6-93)
OMB No. 0651-0011 (exp. 4/94)

RECOR 1

11-03-2004

102874645

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

Tab settings 11-1-04

To the Honorable Commissioner of Patents & [illegible] original documents or copy thereof.

1. Name of conveying party(ies):

BANKBOSTON, N.A., AS AGENT

☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☐ Corporation
☒ Other - national banking association

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

2. Name and address of receiving party(ies):

TOTES ISOTONER CORPORATION
9655 International Blvd.
Cincinnati, Ohio 45246

☐ Individual(s) citizenship
☐ Association
☐ General Partnership
☐ Limited Partnership
☒ Corporation - Ohio
☐ Other _____

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

3. Nature of Conveyance:

☐ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☒ Other - Release of security interest

Execution Date: September 27, 2003

4. Application number(s) or patent number(s) listed below

A. Trademark Application No.(s)
NA

B. Trademark Registration No.(s)
See attached schedule

Additional numbers attached? ☒ Yes ☐ No

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

Name: GLENN A. GUNDERSEN
DECHERT LLP
4000 BELL ATLANTIC TOWER
1717 ARCH STREET
PHILADELPHIA, PA. 19103-2793
TEL. NO. (215) 994-2183

6. Total number of applications and registrations involved: 96

7. Total fee (37 CFR 3.41) – $2,415.00
☒ Enclosed
☐ Authorized to be charged to deposit account
(Including any underpayment)

8. Deposit account number:
(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

James J. Johnston
Name of Person Signing

Signature

11/2/04
Date

Total number of pages including cover sheet, attachments, and document: [8]

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

11/02/2004 ECOOPER 00000113 0524181
01 FC:8521 40.00 OP
02 FC:8522 2375.00 OP

Trademark Recordation Form Cover Sheet
Item 4A - Registration Numbers

0524181	1265069	1369172	1620085	2186354
0767228	1423962	1367782	1666245	2201820
0815920	1309096	1525716	1673884	2159693
0885094	1365669	1380549	1700210	2246468
0909643	1329582	1400332	1702255	2234915
0925164	1305905	1386797	1829758	2207565
0942851	1309481	1419302	1807666	2211666
0983116	1313581	1485320	2787756	2189912
0979477	1323401	1462915	1847742	2289243
1061743	1327159	1468411	1889285	2181473
1081141	1326778	1473314	1870559	2248131
1138767	1326980	1502032	1916557	2181569
1154884	1327160	1783019	2070171	
1149822	1375934	1510241	1905710	
1192171	1336835	1532175	1888572	
1199644	1333372	1530893	2124107	
1320201	1349484	1528120	1992152	
1315771	1347660	1557776	2044588	
1249912	1375994	1575115	2044998	
1266685	1354368	1569859	2239133	
1263689	1358159	1587955	2060154	

GENERAL ELECTRIC CAPITAL CORPORATION
500 West Monroe Street
Chicago, Illinois 60661

September 27, 2003

totes Isotoner Corporation
9566 International Boulevard
Cincinnati, Ohio 45246
Attention: Douglas P. Gernert

Payoff Letter

Ladies and Gentlemen:

This Letter Agreement refers to the (i) Revolving Credit and Term Loan Agreement dated as of August 1, 1997, as amended and restated as of June 27, 2001 among totes Isotoner Corporation, as Borrower (the "Borrower"), certain of its affiliates, the lenders from time to time party thereto (the "Lenders"), and Fleet National Bank, as agent ("Fleet"), as amended by that certain Assignment Agreement and Resignation and Appointment of Agent dated as of April 1, 2002 among General Electric Capital Corporation ("GECC"), Fleet and the Assignors party thereto (and as defined therein), pursuant to which all rights as Lender, Agent and Collateral Agent (as defined in the Amendment, defined below) were assigned to GECC (as each may have been amended prior to the date hereof, collectively, the "Loan Agreement"), and GECC became the sole lender and the agent under the Loan Agreement, (ii) the Security Documents, as defined in the Amendment to Security Documents dated as of June 27, 2001 (the "Second Amendment"), by and among Borrower, Fleet, the Term Lender and the other Transaction Parties party thereto (as each may have been amended prior to the date hereof, collectively, the "Security Documents"), and (iii) that certain letter agreement of even date herewith (the "Consent Agreement") among Borrower, GECC and ARK CLO 2000-1, Limited (the "Term Lender"). All terms used herein without definition shall have the same meanings given to them in the Loan Agreement.

The Borrower informed GECC that it intended to terminate the Loan Agreement and enter into a new credit facility (the "New Credit Facility") with General Electric Capital Corporation as agent (in such capacity under the New Credit Facility, the "New Agent') and the lenders from time to time parties to such New Credit Facility (the "New Lenders") and that the

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proceeds of the New Credit Facility would be used, in part, to repay in full all Obligations owing to GECC under the Loan Agreement and the other Loan Documents.

For purposes of the foregoing, GECC and the Borrower hereby agree as follows:

1. As of September 27, 2003, the aggregate amount of Obligations owing to GECC under the Loan Documents was equal to $13,873,181.09 (the "Payoff Amount") as set forth on Schedule 1 hereto, which amount includes, without limitation, principal, accrued and unpaid interest, prepayment fees, breakage costs in connection with the prepayment of LIBOR Rate Loans, expenses and all other fees, costs and expenses payable under the Loan Documents (including an estimate of the costs and expenses of counsel).

2. GECC confirms receipt of payment in full of the Payoff Amount from the New Agent and lenders under the New Facility. Subject to the terms of this Letter Agreement, GECC further confirms that (a) the Commitments and the Loan Agreement have thereby terminated, (b) GECC is deemed to have automatically released all of its liens on and security interests in any and all Collateral granted to secure the Obligations to GECC under the Loan Agreement and the other Loan Documents; provided, however, that such release does not release any liens and security interests granted to GECC as successor Collateral Agent for the benefit of the Term Lender and (c) as provided in, and subject to the terms of the Consent Letter, GECC shall assign to the Term Lender, or an agent therefor, all liens and security interests held by it as Collateral Agent on behalf of the Term Lender and shall thereafter resign as Collateral Agent.

3. Upon the termination of the Loan Agreement pursuant to paragraph 2 above, all rights, duties, commitments and other obligations of all parties thereto (including, without limitation, the Borrower, the Guarantors, the Lenders and the Agent) arising under or in connection with the Loan Agreement and the other Loan Documents have terminated, except that each indemnity and expense reimbursement provision in the Loan Agreement or any of the other Loan Documents for the benefit of GECC (whether as Agent, Collateral Agent, Lender or otherwise) shall survive the termination of the Loan Agreement in accordance with the terms thereof.

4. The Agent hereby agrees to execute and deliver to the Borrower or to the Term Lender at the Borrower's expense such further instruments and documents, in form and substance satisfactory to the New Agent, which are reasonably requested by the Borrower or the Term Lender (i) to terminate all of its liens on and security interests in any and all Collateral granted to secure the Obligations to GECC under the Loan Agreement and the other Loan Documents and (ii) to assign to the Term Lender, or an

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agent therefor, all liens and security interests held by it as Collateral Agent on behalf of the Term Lender, including, without limitation, financing change statements and assignments in respect of the Agent's security interest in the Borrower's intellectual property.

This Letter Agreement may be executed in any number of counterparts and by the different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which when taken together shall constitute but one and the same Letter Agreement.

[Signature Page Follows]

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This Letter Agreement shall be construed in accordance with and governed by the internal laws of the State of Illinois.

Very truly yours,

GENERAL ELECTRIC CAPITAL CORPORATION, as Agent

By: Dwayne L Coker
Name: DuWayne L. Coker
Title: Duly Authorized Signatory

ACKNOWLEDGED AND AGREED:

TOTES ISOTONER CORPORATION
as Borrower

By: _____
Name: _____
Title: _____

CH\634606.3

This Letter Agreement shall be construed in accordance with and governed by the internal laws of the State of Illinois.

Very truly yours,

GENERAL ELECTRIC CAPITAL CORPORATION, as Agent

By: Dwayne L. Coker
Name: Dwayne L. Coker
Title: Duly Authorized Signatory

ACKNOWLEDGED AND AGREED:

TOTES ISOTONER CORPORATION
as Borrower

By: Donna H. Deye
Name: DONNA H. Deye
Title: SVP/CFO

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SCHEDULE 1

Calculation of Payoff Amount
as of September 27, 2003

Principal (Term Loan)	$13,800,795.49
Interest (Term Loan)	$ 72,385,60
TOTAL LOAN PAYOFF AMOUNT	$13,873,181.09

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