

RECORDED
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11-03-2004

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office



Tab settings

To the Honorable Commissioner of Patents at

102874644

See the attached original documents or copy thereof.

1. Name of conveying party(ies):

ARK-CLO 2000-1, LTD.

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

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

3. Nature of Conveyance:

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

Execution Date: September 1, 2004

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

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

- ☐ Individual(s) citizenship
☐ Association
☐ General Partnership
☐ Limited Partnership
☒ Corporation - Delaware
☐ 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

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: 97

7. Total fee (37 CFR 3.41) - \$2,440.00

- ☒ 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

Date

Total number of pages including cover sheet, attachments, and document: [4]

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 00000114 0524181

01 FC:0521
02 FC:0522

40.00 DP
2400.00 DP

TRADEMARK
REEL: 003069 FRAME: 0903

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	2200826
1149822	1375934	1510241	1905710	
1192171	1336835	1532175	1888572	
1199644	1333372	1530893	1380519	
1320201	1349484	1528120	1992152	
1315771	1347660	1557776	2044588	
1249912	1375994	1575115	2044998	
1266685	1354368	1569859	2239133	
1263689	1358159	1587955	2060154	



September 1, 2004

totes Isotoner Corporation
P.O. Box 465658
Cincinnati, OH 45246

Re: totes Isotoner Corporation Payoff Request

Reference is made to that certain Amended and Restated Term Loan Agreement, dated as of June __, 2001, among totes Isotoner Corporation ("Borrower"), the lenders parties thereto and Ark CLO 2000-1, Limited, as agent (in such capacity, the "Agent") (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"). Capitalized terms used herein and not otherwise defined herein shall have the respective meanings given to them in the Credit Agreement.

You have advised us that the Borrower wishes to (i) prepay in full all amounts that are due and owing under the Credit Agreement, (ii) terminate in full its obligations in and under the Credit Agreement, and (iii) pay all other amounts due and owing to the Lenders and the Agent under the terms of the Credit Agreement. The total aggregate amount due to the Lenders and Agent from the Borrower, if paid on September 9, 2004 (the "Payoff Date") by receipt of wire transfer of fully collected funds, pursuant to the wire instructions set forth below, is as follows:

Principal Amount:	\$13,623,724.95
Interest Amount:	\$76,065.79 (includes \$45,412.41 PIK interest)
Fees:	\$0.00
Other:	\$4,307.46 (legal fees; this amount includes an estimated amount of \$2,000 for legal services related to the payoff)
Total Amount Due:	\$13,706,098.20 (the " <u>Payoff Amount</u> ")

The above information is valid through the Payoff Date. Thereafter, the interest per diem is \$4,541.24 (this amount is comprised of \$1,135.31 in PIK interest daily accrual and \$3,405.93 in daily cash pay interest accrual).

In consideration of the payment by wire transfer of the Payoff Amount as specified above, whether on the Payoff Date or after the Payoff Date (provided the Borrower pays the daily incremental accrued interest specified in the preceding paragraph), Lenders and Agent hereby acknowledge and agree for the benefit of Borrower, that effective upon receipt of such amount and without the need of any further notice or action, that (a) all amounts owed by Borrower to Lenders and Agent under the Credit Agreement have been paid in full and (b)(i) the Credit Agreement, notes, security agreements, financing statements and other related agreements executed in connection with the Credit Agreement shall be terminated and be without further

totes Isotoner Corporation
September 1, 2004
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force or effect, (ii) all security interests and liens (if any) which the Borrower has granted to the Lenders and/or the Agent, for the benefit of the Lenders, or any other interest the Lenders or Agent may have, in any or all of the Borrower's assets shall be automatically and irrevocably released, and (iii) the Lenders will deliver to the Borrower such UCC-3 termination statements, releases, deeds of release, or such other agreements as the Borrower may reasonably request in connection with the Lenders' above described release of security interests and liens.

Please wire your payment to:

JP Morgan Chase
Houston, Texas
ABA # 113000609
A/C: 00102619468
BNF Name: Wires Clearing- Asset Backed Securities
BNF Address: Chase Tower Houston, Houston, TX
FFC: Ark CLO 2000-1 / A/C#5503001-23618
OBI: Shely Sterling /totes - Term Loan

If you have any questions regarding this letter, please contact Linda Frixen at 704.227.1210 or David Ray at 781.272.1501.

Ark CLO 2000-1, Limited

By: Patriarch Partners, LLC
its Collateral Manager

By: 

Name: Lynn Tilton
Title: Manager

cc: David Ray
Linda Frixen