# TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

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|---|---|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | Release |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|---|---|---|---|
| HSBC Bank USA | | 05/12/2005 | a New York banking corporation: |
| JPMorgan Chase Bank, N.A. | | 05/12/2005 | a New York banking corporation: |

RECEIVING PARTY DATA

| | |
|---|---|
| Name: | Harve Bernard, Ltd. |
| Street Address: | 205 West 39th street |
| City: | New York |
| State/Country: | NEW YORK |
| Postal Code: | 10108 |
| Entity Type: | CORPORATION: NEW YORK |

PROPERTY NUMBERS Total: 13

| Property Type | Number | Word Mark |
|---|---|---|
| Registration Number: | 2251764 | BENARD COUTURE |
| Registration Number: | 2150655 | BENARD HOLTZMAN |
| Registration Number: | 2251765 | BENARD SPORT |
| Registration Number: | 1377040 | HARVE BENARD |
| Registration Number: | 1122843 | HARVE BENARD |
| Registration Number: | 2186759 | HARVE BENARD |
| Registration Number: | 1352952 | HARVE BENARD WORKSHOP |
| Registration Number: | 2312961 | HARVE BY HARVE BENARD |
| Registration Number: | 1309117 | MORTON BERNARD |
| Registration Number: | 2286442 | MORTON BERNARD |
| Registration Number: | 2286473 | SIGNATURE BY HARVE BENARD |
| Registration Number: | 2215279 | STUDIO 205 |

CH $340.00 2251764

| | | |
|---|---|---|
| Serial Number: | 76109437 | HARVE BENARD |

CORRESPONDENCE DATA


Fax Number: (212)593-5955

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

Phone: 2127562388

Email: daniel.angel@srz.com

Correspondent Name: Daniel Angel, Esq.

Address Line 1: 919 Third Avenue

Address Line 4: New York, NEW YORK 10022


| | |
|---|---|
| NAME OF SUBMITTER: | Daniel Angel, Esq. (061211.0003) |
| Signature: | /sas for da/ |
| Date: | 05/26/2005 |

Total Attachments: 6

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# RELEASE OF SECURITY INTEREST IN TRADEMARKS

This RELEASE OF SECURITY INTEREST IN TRADEMARKS (the "Release") is made and effective as of the date indicated below and is granted by JPMORGAN CHASE BANK, N.A. (as successor-in-interest to The Chase Manhattan Bank), a New York banking corporation with offices at 1166 Sixth Avenue, Floor 16, New York, New York 10036 and HSBC BANK USA, a New York banking corporation, with offices at 425 Fifth Avenue, New York, New York 10018 (collectively, "Releasors"), in favor of HARVÉ BENARD, LTD., a New York corporation with offices at 205 West 39th Street, New York, New York 10108 ("Releasee").

WHEREAS, pursuant to that certain Security Agreement and Mortgage–Trademarks Agreement (as amended, replaced, superseded or otherwise modified from time to time, the "Credit Agreement") by and among Releasee and Releasors, Releasors agreed to make loans and other financial accommodations to Releasee;

WHEREAS, pursuant to the Security Agreement, Releasee executed that certain Notice of Security ("Trademarks"), dated as of June 28, 2001 (as amended, replaced, superseded or otherwise modified from time to time, the "Trademark Security Agreement") in favor of Releasors, pursuant to which Releasee granted to Releasors a lien upon and security interest in, among other things, Releasee's right, title and interest in and to the following property of Releasee, whether then owned or thereafter acquired to secure the payment and performance of the Obligations (as defined in the Credit Agreement) (collectively, the "Trademark Collateral"):

(a) The trademarks listed on Schedule A attached hereto;

(b) the goodwill of the Releasee's business connected with and symbolized by each trademark comprised in the Trademark Collateral;

(c) the applications and registrations thereof; and

(d) all proceeds and products of the foregoing;

WHEREAS, the Trademark Security Agreement was recorded at the United States Patent and Trademark Office at Reel 2397/Frame 603 on November 21, 2001;

WHEREAS, Releasee has paid all of its outstanding indebtedness to Releasor;

WHEREAS, Releasee has requested that Releasors release and discharge fully its security interest in and to the Trademark Collateral conveyed to Releasors pursuant to the Credit Agreement, the Trademark Security Agreement and/or any other agreement (the "Security Interest"); and

WHEREAS, Releasors are willing to release and discharge fully the Security Interest.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Releasors, on behalf of themselves, their successors, legal representatives and assigns, hereby release and discharge fully the Security

Interest in and to the Trademark Collateral, and all other right, title and interest in and to the Trademark Collateral conveyed to Releasors (if any) pursuant to the Credit Agreement, the Trademark Security Agreement and/or any other agreement, and Releasors hereby reassign any and all such right, title and interest that it may have in the Trademark Collateral (if any) to Releasee. Releasors further agree to execute and deliver to Releasee any and all further documents or instruments and do any and all further acts which Releasee (or Releasee's agents or designees) reasonably request in order to confirm this Release and Releasee's right, title and interest in and to the Trademark Collateral.

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TRADEMARK
REEL: 003092 FRAME: 0698

IN WITNESS WHEREOF, Releasors have caused this Release to be duly executed by its officer thereunto duly authorized, as of the ____ day of _____ 2005.

JPMORGAN CHASE BANK, N.A. (as successor-in-interest to The Chase Manhattan Bank)

By:_____

Name: John J Mulroy

Title: Vice President

HSBC BANK USA, NATIONAL ASSOCIATION

By: Paul J De Chagas

Name: Paul J. DeChagas

Title: VP



TRADEMARK
REEL: 003092 FRAME: 0699

## CERTIFICATE OF ACKNOWLEDGMENT

STATE OF _____

ss.:

COUNTY OF _____

On this 12 day of May 2005, before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

_____
[NOTARY SEAL]

MICHAEL S. BETTS
Notary Public, State of New York
No. 01BE6099798
Qualified in New York County
Commission Expires Nov. 6, 2007



TRADEMARK
REEL: 003092 FRAME: 0700

## CERTIFICATE OF ACKNOWLEDGMENT

STATE OF NEW YORK

ss.:

COUNTY OF NEW YORK

On this ____ day of May 2005, before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

_____

[NOTARY SEAL]

THOMAS W. CAPLIS
Notary Public, State of New York
No. 01CA6024777
Qualified in New York County
Commission Expires May 17, 2007

## SCHEDULE A

## U.S. TRADEMARKS AND TRADEMARK APPLICATIONS

| Trademark | Reg. No. |
|---|---|
| BENARD COUTURE | 2,251,764 |
| BENARD HOLTZMAN | 2,150,655 |
| BENARD SPORT | 2,251,765 |
| HARVÉ BENARD | 1,377,040 |
| HARVÉ BENARD | 1,122,843 |
| HARVÉ BENARD | 2,186,759 |
| HARVÉ BENARD WORKSHOP | 1,352,952 |
| HARVÉ BY HARVÉ BENARD | 2,312,961 |
| HB AND DESIGN | Abandoned |
| MORTON BERNARD | 1,309,117 |
| MORTON BERNARD | 2,286,442 |
| SIGNATURE BY HARVÉ BENARD | 2,286,473 |
| STUDIO 205 | 2,215,279 |
| HARVÉ BENARD | 76/109,437 |



RECORDED: 05/26/2005

TRADEMARK
REEL: 003092 FRAME: 0702