TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Release

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
JPMorgan Chase Bank, N.A.		05/19/2005	a New York banking corporation:

RECEIVING PARTY DATA

Name:	Harve Benard, 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: 4

Property Type	Number	Word Mark
Registration Number:	1377040	HARVE BENARD
Registration Number:	1122843	HARVE BENARD
Registration Number:	1309117	MORTON BERNARD
Registration Number:	1122842	HB

CH $115.00 1377040

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: 5
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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 Chemical Bank), a New York banking corporation with offices at 1166 Sixth Avenue, Floor 16, New York, New York 10036 ("Releasor"), 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WHEREAS, pursuant to that certain Security Agreement and Mortgage–Trademarks (as amended, replaced, superseded or otherwise modified from time to time, the "Credit Agreement") by and among Releasee and Releasor, Releasor agreed to make loans and other financial accommodations to Releasee;

WHEREAS, pursuant to the Credit Agreement, Releasee executed that certain Notice of Security (Trademarks), dated as of February 11, 1994 (as amended, replaced, superseded or otherwise modified from time to time, the "Trademark Security Agreement") in favor of Releasor, pursuant to which Releasee granted to Releasor a lien upon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 hereto;

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

(c) all applications and registrations of the foregoing; 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 1107/Frame 316 on February 17, 1994;

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

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

WHEREAS, Releasor is 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, Releasor, on behalf of itself, its successors, legal representatives and assigns, hereby releases and discharges 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 Releasor (if any) pursuant to the Credit Agreement, the Trademark Security Agreement and/or any other agreement, and Releasor hereby reassigns any and all such right, title and interest that it may have in the Trademark Collateral (if any) to Releasee. Releasor further agrees 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
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IN WITNESS WHEREOF, Releasor has caused this Release to be duly executed by its officer thereunto duly authorized, as of the 19TH day of MAY 2005.

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

By: _____

Name: JOHN J MULVEY

Title: VICE PRESIDENT

TRADEMARK
REEL: 003092 FRAME: 0755

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF New York

ss.:

COUNTY OF New York

On this 19th day of May 2005, before me, the undersigned, personally appeared John J. Mulvey, 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.

Violet D. Sewgobind

[NOTARY SEAL]

VIOLET D. SEWGOBIND
Notary Public, State of New York
No. 41-5010039
Qualified in Queens County
Certificate Filed in New York County
Commission Expires March 22, 2007

TRADEMARK
REEL: 003092 FRAME: 0756

SCHEDULE A

U.S. TRADEMARKS

Mark	Reg. No.
HB (and Design)	1,222,842
HARVÉ BENARD	1,377,040
HARVÉ BENARD	1,122,843
MORTON BENARD	1,309,117

RECORDED: 05/26/2005

TRADEMARK
REEL: 003092 FRAME: 0757