

## 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: 5			
Property Type	Number	Word Mark	
Registration Number:	1122842	HB	
Registration Number:	1377040	HARVE BENARD	
Registration Number:	1122843	HARVE BENARD	
Registration Number:	1352952	HARVE BENARD WORKSHOP	
Registration Number:	1309117	MORTON BERNARD	
CORRESPONDENCE DATA			
Fax Number:	(212)593-5955		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
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)		

CH \$140.00 1122842

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TRADEMARK  
REEL: 003092 FRAME: 0771

Signature:	/sas for da/
Date:	05/26/2005
<b>Total Attachments: 6</b> source=Release jpmorgan-manufactures-harve#page1.tif source=Release jpmorgan-manufactures-harve#page2.tif source=Release jpmorgan-manufactures-harve#page3.tif source=Release jpmorgan-manufactures-harve#page4.tif source=Release jpmorgan-manufactures-harve#page5.tif source=Release jpmorgan-manufactures-harve#page6.tif	

## **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 Manufacturers Hanover Trust Company), 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, having an office at 205 West 39<sup>th</sup> Street, New York, New York 10108 ("Releasee").

WHEREAS, pursuant to that certain Security Agreement, dated as of August 1990 (as amended, replaced, superseded or otherwise modified from time to time, the "Security Agreement") by and among Releasee and Releasor, Releasor agreed to make loans and other financial accommodations to Releasee;

WHEREAS, pursuant to the Security Agreement, Releasee executed that certain Trademark Collateral Assignment and Security Agreement, dated as of August 13, 1991 (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 United States registered trademarks and applications for registrations of trademarks described in Schedule A attached hereto, and the trademarks and applications for registrations of trademarks in other countries described in Schedule B attached hereto, and all other trademarks, service marks and applications to register the same of Releasee, whether registered or unregistered and wherever registered, now existing or hereafter arising, created or acquired by Releasee (the "Trademark");
- (b) All renewals, reissues, continuations, extensions or the like of any trademarks, service marks and like protection, including without limitation, those obtained or permissible under past, present and future laws and statutes;
- (c) All rights of action on account of past, present and future unauthorized use of any of said trademarks or service marks and for infringement of said trademarks or service marks and like protection;
- (d) The right to file and prosecute applications for registration of trademarks and service marks on any of said trademarks, service marks or for similar intellectual property in the United States or any other country or place anywhere in the world;
- (e) The entire goodwill of the businesses of Releasee connected with and symbolized by the trademarks, service marks, trade names and the other general intangibles of Borrower;

(f) All of Releasee's trade names, customer lists, trade secrets, corporate and other business records, license rights, advertising materials, operating manuals, methods, processes, know-how, sales literature, drawings, specifications, descriptions, name plates, catalogs, dealer contracts, supplier contracts, distributor agreements, confidential information, consulting agreements, and all other assets which uniquely reflect the goodwill of the businesses of Borrower to which said general intangibles relate; and

(g) All of the proceeds of any of the foregoing.

WHEREAS, the Trademark Security Agreement was recorded at the United States Patent and Trademark Office at Reel 810/Frame 982 on September 11, 1991;

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 Security Agreement, the Trademark Security Agreement and/or any other agreement (the "Security Interest"); and

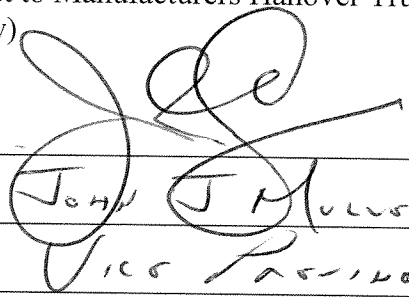
WHEREAS, Releasor is willing to release and discharge fully the Security Interest.

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 Security 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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IN WITNESS WHEREOF, Releasor has caused this Release to be duly executed by its officer thereunto duly authorized, as of the 19<sup>th</sup> day of July 2005.

JPMORGAN CHASE BANK, N.A. (as successor-in-interest to Manufacturers Hanover Trust Company)

By: 

Name: John J. Mulvey

Title: Vice President

**CERTIFICATE OF ACKNOWLEDGMENT**

STATE OF New York

COUNTY OF New York

SS.:

On this 19<sup>th</sup> 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. 41-6010089  
Qualified in Queens County  
Certificate Filed in New York County  
Commission Expires March 22, 2007

**SCHEDULE A**  
**U.S TRADEMARKS**

<b><u>Trademark</u></b>	<b><u>Reg. No.</u></b>
HB (and Design)	1,122,842
HARVÉ BENARD	1,377,040
HARVÉ BENARD	1,122,843
HARVÉ BENARD WORKSHIP	1,352,952
MORTON BERNARD	1,309,117

**SCHEDULE B****NON-U.S. TRADEMARKS AND TRADEMARK APPLICATIONS**

<b><u>Country</u></b>	<b><u>Mark</u></b>	<b><u>Reg. or App. No.</u></b>	<b><u>Status</u></b>
Canada	HB (and Design)	246,368	Registered
Canada	HARVÈ BENARD	269,160	Registered
Hong Kong	HARVÈ BENARD	B1638	Registered
Hungary	HARVÈ BENARD	125,984	Registered
Hungary	HB Design	125,983	Registered
Japan	HARVÈ BENARD (and Design)	1,987,651	Registered
Japan	HARVÈ BENARD (and Design)	2,155,480	Registered
Japan	HARVÈ BENARD (and Design)	1,949,000	Registered
Mexico	HARVÈ BENARD	86,955	Notice of Allowance
Portugal	HARVÈ BENARD	246,370	Pending
Portugal	HB Design	246,369	Pending
Spain	HARVÈ BENARD	1,157,101	Registered
S. Korea	HARVÈ BENARD	143,351	Registered
S. Korea	HB Design	148,312	Registered
Uruguay	HARVÈ BENARD	177,051	Registered
Yugoslavia	HARVÈ BENARD	31494-Z-638/86	Registered