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

CH $140.00 1122842

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 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 39th 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WHEREAS, pursuant to that certain Security Agreement, dated as of August 1990 (as amended, replaced, superseded or otherwise modified from time to time, the "Security Agreement") by and among Releasee and Releasor, Releasor agreed to make loans and other financial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that certain Trademark Collateral Assignment and Security Agreement, dated as of August 13, 1991 (as amended, replaced, superseded or otherwise modified from time to time, the "Trademark Security Agreement") in favor of Releasor, pursuant to which Releasee granted to Releasor a lien upon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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TRADEMARK
REEL: 003092 FRAME: 0774

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 Manufacturers Hanover Trust Company)

By: _____

Name: John J Mulvey

Title: Vice President

TRADEMARK
REEL: 003092 FRAME: 0775

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. 41-6010089
Qualified in Queens County
Certificate Filed in New York County
Commission Expires March 22, 2007

TRADEMARK
REEL: 003092 FRAME: 0776

SCHEDULE A

U.S TRADEMARKS

Trademark	Reg. No.
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

TRADEMARK
REEL: 003092 FRAME: 0777

SCHEDULE B

NON-U.S. TRADEMARKS AND TRADEMARK APPLICATIONS

Country	Mark	Reg. or App. No.	Status
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

RECORDED: 05/26/2005

TRADEMARK
REEL: 003092 FRAME: 0778