

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	LIMITED RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Fleet Retail Group, LLC	FORMERLY Fleet Retail Finance, Inc.	04/25/2006	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Designs Apparel, Inc.		
Street Address:	555 Turnpike Street		
City:	Canton		
State/Country:	MASSACHUSETTS		
Postal Code:	02021		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2607266	SECUREX	
Registration Number:	2407697	LPI INNOVATIONS YOUR LOSS PREVENTION SOLUTION	
CORRESPONDENCE DATA			
Fax Number:	(617)856-8201		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	617-856-8145		
Email:	ip@brownrudnick.com		
Correspondent Name:	Mark S. Leonardo		
Address Line 1:	One Financial Center		
Address Line 2:	Brown Rudnick Berlack Israels LLP		
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ATTORNEY DOCKET NUMBER:	25757/1		
NAME OF SUBMITTER:	Mark S. Leonardo		
Signature:	/s/Mark S. Leonardo/		

CH \$65.00 2607266

Date:

05/09/2006

Total Attachments: 1

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LIMITED RELEASE OF SECURITY INTEREST

WHEREAS, Designs Apparel, Inc. (the "Debtor"), granted a security interest to Fleet Retail Finance, Inc n/k/a Fleet Retail Group, LLC (the "Secured Party") in certain of the Debtor's trademarks (the "Trademarks") pursuant to (1) a certain Trademark and Trademark Applications Security Agreement dated May 14, 2002 which was filed at the United States Patent & Trademark Office on November 27, 2002 and recorded at Reel 2627 and Frame 0217 for Trademarks; and (2) a certain Amended and Restated Trademark and Trademark Applications Security Agreement dated October 29, 2004 (collectively the "Agreement"), which was filed at the United States Patent & Trademark Office on November 19, 2004 and recorded at Reel 2980 and Frame 0500 for Trademarks; and

WHEREAS, the Secured Party has agreed to release its security interest solely in Registration Nos. 2607266 and 2407697 (the "Released Trademarks").

NOW, THEREFORE, Secured Party releases its security interest in the Released Trademarks, and reassigns to the Debtor, any and all interest in the Released Trademarks. Secured Party agrees that, upon the reasonable request of the Debtor, or any successor in interest or assignee thereof, and at the expense of the Debtor, Secured Party will execute any document, cause to be made any filing or take any other action deemed reasonably necessary to effectuate the release of interests contemplated herein.

IN WITNESS WHEREOF, Secured Party, by the signature below of its duly authorized representative, agrees to be bound by the provisions of this Limited Release of Security Interest as of this 25th day of April, 2006.

FLEET RETAIL GROUP, LLC.

By: 

Name: Kathleen Dimock

Title: Managing Director