

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Rosenthal & Rosenthal		12/21/2006	CORPORATION: NEW YORK

RECEIVING PARTY DATA	
Name:	Garfield Marks LLC
Street Address:	205 West 39th Street
City:	New York
State/Country:	NEW YORK
Postal Code:	10108
Entity Type:	LIMITED LIABILITY COMPANY: NEW YORK

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	2480290	WOMYN
Registration Number:	1279932	PLEIN AIR
Registration Number:	2454414	ALEX GARFIELD GARFIELD & MARKS
Registration Number:	2686159	GARFIELD & MARKS
Registration Number:	2603581	GMDG GM DESIGN GROUP
Registration Number:	2638817	CLOTHES THAT FIT YOUR LIFE
Registration Number:	2698611	RYAN SCOTT
Registration Number:	2867216	ENOUGH ABOUT ME
Registration Number:	2922044	OPTIONS GARFIELD & MARKS
Registration Number:	2901795	BY WOMYN

CORRESPONDENCE DATA	
Fax Number:	(212)632-5555
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	212-632-5500

CH \$265.00 2480290

Email: lrosenburgh@salans.com  
Correspondent Name: Lisa Rosenburgh  
Address Line 1: Rockefeller Center, 620 Fifth Avenue  
Address Line 4: New York, NEW YORK 10020

ATTORNEY DOCKET NUMBER:

0210660.0004

NAME OF SUBMITTER:

Lisa Rosenburgh

Signature:

/lisa rosenburgh/

Date:

02/20/2007

**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 ROSENTHAL & ROSENTHAL, INC., a New York corporation with offices at 1370 Broadway, New York, New York 10018 ("Releasor"), in favor of GARFIELD MARKS LLC, a New York limited liability company formerly known as HB-GM Acquisition LLC, with offices at 205 West 39<sup>th</sup> Street, New York, New York 10108 ("Releasee").

WHEREAS, Releasee executed that certain Intellectual Property Security Agreement, dated as of April 5, 2006 (as amended, replaced, superseded or otherwise modified from time to time, the "Security Agreement") in favor of Releasor, as agent for the Lenders, pursuant to which Releasee granted to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 Financing 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, an Assignment for Security-Trademarks was executed by Releasee pursuant to the Security Agreement and was recorded at the United States Patent and Trademark Office at Reel 3287/Frame 0178 on April 11, 2006;

WHEREAS, Releasee has paid part of its outstanding indebtedness to the Lenders;

WHEREAS, Releasee has requested that Releasor release and discharge fully its security interest in and to the Trademark Collateral conveyed to Releasors (the "Security Interest"); and

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

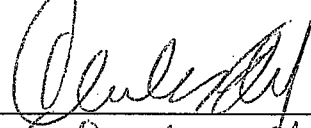
NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Releasors, on behalf of themselves, their successors, legal representatives and assigns, hereby release and discharge fully the Security Interest in and to the Trademark Collateral, and all other right, title and interest in and to the Trademark Collateral conveyed to Releasors (if any) pursuant to the Security Agreement and/or

any other agreement, and Releasor hereby reassign 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, at Releasee's expense, 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 21 day of December, 2006.

ROSENTHAL & ROSENTHAL, INC.

By: 

Name: Charles Shart

Title: SVP

**CERTIFICATE OF ACKNOWLEDGMENT**

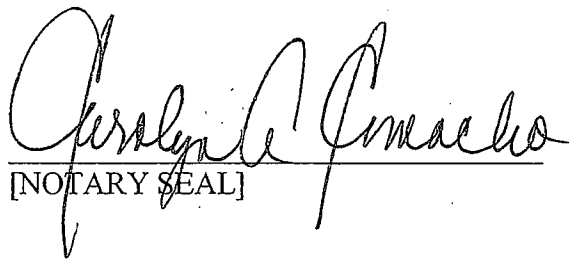
STATE OF NEW YORK

ss.:

COUNTY OF NEW YORK

On this 21 day of December, 2006, before me, the undersigned, personally appeared CHARLES SHARF, 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.

CAROLYN A. CAMACHO  
NOTARY PUBLIC, State of New York  
No. 01CA6148806  
Qualified in Kings County  
Commission Expires June 26, 2010

  
[NOTARY SEAL]

**SCHEDULE A**

**TRADEMARKS**

<b>Trademark</b>	<b>Registration Number</b>	<b>Registration Date</b>
Womyn	2480290	August 21, 2001
Plein Air	1279932	May 29, 1984
Alex Garfield Garfield & Marks	2454414	May 29, 2001
Garfield & Marks	2686159	February 11, 2003
GMDG GM Design Group	2603581	August 6, 2002
Clothes That Fit Your Life	2638817	October 22, 2002
Ryan Scott	2698611	March 18, 2003
Enough About Me	2867216	July 27, 2004
Options Garfield & Marks	2922044	February 1, 2005
by Womyn	2901795	November 9, 2004

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