

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
GMAC Commercial Finance LLC		12/21/2006	LIMITED LIABILITY COMPANY: DELAWARE

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
 Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

CH \$265.00 2480290

Phone: 212-632-5500
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 GMAC COMMERCIAL FINANCE LLC, a Delaware limited liability company, with its offices at 1290 Avenue of the Americas, New York, New York 10104 ("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 39th Street, New York, New York 10108 ("Releasee").

WHEREAS, Releasee executed that certain Trademark Security Agreement, dated as of April 6, 2006 (as amended, replaced, superseded or otherwise modified from time to time, the "Security Agreement") in favor of Releasor, pursuant to which Releasee granted to Releasor a lien upon and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 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 3403/Frame 0598 on October 4, 2006;

WHEREAS, Garfield Marks Brands, Inc. ("Assignee") has acquired all of Releasor's right, title and interest in and to the Security Agreement;

WHEREAS, Assignee has requested that Releasor release and discharge fully its security interest in and to the Trademark Collateral conveyed by Releasee to Releasor (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 its own behalf and on behalf of 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 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 Assignee any and all further documents or instruments and do any and all further acts, at Assignee's expense, which Assignee (or Assignee'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.

GMAC COMMERCIAL FINANCE LLC

By: Andrew Rogow

Name: ANDREW ROGOW

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 Andrew Ragow ~~_____~~ SVP, 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.

Eugenia H. Hunt
[NOTARY SEAL]

EUGENIA H. HUNT
NOTARY PUBLIC, State of New York
No. 41-4880579
Qualified in Queens County
Commission Expires December 15, 2012

SCHEDULE A

TRADEMARKS

Trademark	Registration Number	Registration Date
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