

03-27-2007



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SUBMISSION TYPE: 3/7/07	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY
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CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
GENERAL ELECTRIC CAPITAL CORPORATION		01/31/2007	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	TOTES ISOTONER CORPORATION
Street Address:	9655 International Blvd.
City:	Cincinnati
State/Country:	OHIO
Postal Code:	45246-5658
Entity Type:	CORPORATION: OHIO

Name:	TOTES ISOTONER HOLDINGS CORP.
Street Address:	9655 International Blvd.
City:	Cincinnati,
State/Country:	OHIO
Postal Code:	45246-5658
Entity Type:	CORPORATION: DELAWARE

Name:	TOTES HOLDINGS, INC.
Street Address:	9655 International Blvd.
City:	Cincinnati
State/Country:	OHIO
Postal Code:	45246-5658
Entity Type:	CORPORATION: DELAWARE

Name:	TOTES ISOTONER INTERNATIONAL
Street Address:	9655 International Blvd.
City:	Cincinnati
State/Country:	OHIO

OP \$440.00 3017836

Postal Code:	45246-5658
Entity Type:	CORPORATION: DELAWARE

Name:	FAPI HOLDINGS, INC.
Street Address:	9655 International Blvd.
City:	Cincinnati
State/Country:	OHIO
Postal Code:	45246-5658
Entity Type:	CORPORATION: DELAWARE

Name:	TOTES INTERNATIONAL CANADA, LIMITED
Street Address:	c/o 9655 International Blvd.
City:	Cincinnati
State/Country:	OHIO
Postal Code:	45246-5658
Entity Type:	CORPORATION: CANADA

PROPERTY NUMBERS Total: 17

Property Type	Number	Word Mark
Registration Number:	3017836	SENSATIONS BY ISOTONER
Registration Number:	3092553	SUNGUARD
Registration Number:	3023756	SUNGUARD
Serial Number:	78598846	ISO
Registration Number:	3116708	MICRO MINI
Registration Number:	3216632	MINICLIP
Registration Number:	3152260	ISOTONER LUXE
Registration Number:	3180666	WARM YOUR WINTER
Serial Number:	78598859	ISO
Serial Number:	78623269	TRAVELER BY TOTES
Serial Number:	78713467	ISOTONER COMFORT CLUB SLIPPERS
Serial Number:	78806562	MEMORYSTEP
Serial Number:	78807580	ISO-FORME
Serial Number:	78826019	LIGHT N GO BRELLA
Serial Number:	78873393	WEATHER WORKS
Serial Number:	78920899	SUNGLASS STATION & MORE
Serial Number:	78925123	SKINNI MINI

CORRESPONDENCE DATA

Fax Number: (212)446-4900

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

Phone: 2129093078

Email: szablocki@kirkland.com

Correspondent Name: Kirkland & Ellis LLP; Att:Susan Zablocki

Address Line 1: 153 East 53rd Street

Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:

40514-37

NAME OF SUBMITTER:

Susan Zablocki

Signature:

/Susan Zablocki/

Date:

03/07/2007

Total Attachments: 4

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TRADEMARK

REEL: 003509 FRAME: 0167

RELEASE OF SECURITY INTEREST IN TRADEMARKS

THIS RELEASE OF SECURITY INTERESTS IN TRADEMARKS (this "Release") is dated as of January 31, 2007 by GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation, as Agent ("Agent").

WHEREAS, Totes Isotoner Corporation, Totes Isotoner Holdings Corp., Totes Holdings, Inc., Totes Isotoner International, FAPI Holdings, Inc., Totes International Canada, Limited (the "Grantors") and Agent entered into that certain Master Reaffirmation and Amendment to Collateral Documents, dated as of October 6, 2006 (as amended, restated, supplemented or otherwise modified prior to the date hereof, the "Agreement") related to Trademarks (as defined below);

WHEREAS, the Agreement granted Agent a security interest in, among other things, certain United States and foreign trademarks, tradenames, trademark registrations, service marks, trade styles, terms, designs and trademark applications and other intellectual property rights (collectively, the "Trademarks"), including, without limitation, the Trademarks listed on Schedule A attached hereto; and

WHEREAS, Agent recorded the Agreement on October 11, 2006 at Reel 003408 Frame 0001 in the United States Patent and Trademark Office ("PTO"); and

WHEREAS, Agent desires to release its security interests in the Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Agent hereby agrees as follows:

1. Agent hereby fully releases and terminates its security interests in and liens on:

(a) all of Grantor's now existing or hereafter acquired right, title and interest in and to all Trademarks which are now filed with the PTO, any similar office or agency of any state, territory or possession of the United States or Canada or any similar office or agency of any other country, or used in the United States, any state, territory or possession thereof including, without limitation, Puerto Rico, or any other country, and (i) any renewals thereof, (ii) all income, royalties, damages and payments now and hereafter due or payable with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages, and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof, (iv) all documents, packages, prints and labels on which said Trademarks have appeared and all designs and general intangibles of a like nature, and (v) all rights corresponding thereto throughout the world;

(b) the goodwill of Grantor's business connected with or symbolized by Trademarks; and

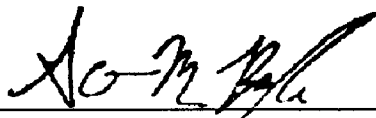
(c) any and all of the proceeds of any of the foregoing, including, without limitation, any claims by any Grantor against third parties for infringement of the Trademarks or of any license with respect thereto.

2. Agent further agrees, at the sole cost and expense of Grantor, to authorize or perform all acts reasonably necessary to effect the release and termination of its security interest and liens in the Trademarks, including, but not limited to the recording, filing and entering into any agreements, documents, forms or papers needed to accomplish such release and termination.

[Signature Page Follows]

IN WITNESS WHEREOF, Agent has caused this Release of Security Interests in Trademarks to be duly executed as of the day and year first above written.

GENERAL ELECTRIC CAPITAL CORPORATION,
as Agent

By: 
Name: Scott M Bugbee
Title: Duly Authorized Signatory

[Signature Page to Release of Security Interests in Trademarks]

Schedule A**TO****RELEASE OF SECURITY INTERESTS IN TRADEMARKS**

TRADEMARK	REG. / APPLICATION NO.	ISSUE DATE/FILING DATE
SENSATIONS BY ISOTONER	3017836	09/22/2004
SUNGUARD	3092553	12/13/2004
SUNGUARD	3023756	12/13/2004
MICRO MINI	3116708	05/05/2005
SKINNI MINI	78-925123	07/08/2006
SUNGLASS STATION & MORE	78-920899	06/30/2006
WEATHER WORKS	78-873393	05/01/2006
LIGHT N GO BRELLA	78-826019	03/01/2006
ISO-FORME	78-807580	02/06/2006
MEMORYSTEP	78-806562	02/03/2006
WARM YOUR WINTER	78-794475	01/19/2006
ISO	78-598846	03/31/2005
ISO	78-598859	03/31/2005
TRAVELER BY TOTES	78-623269	05/04/2005
MICRO MINI	78-624143	05/05/2005
MINICLIP	78-624170	05/05/2005
ISOTONER LUXE	78-660346	06/28/2005
ISOTONER COMFORT CLUB SLIPPERS	78-713467	09/15/2005

[Schedule A to Release of Security Interests in Trademarks]

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RECORDED: 03/07/2007

TRADEMARK
REEL: 003509 FRAME: 0171