

# TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT										
<b>NATURE OF CONVEYANCE:</b>	Notice of Termination of Security Interest										
<b>CONVEYING PARTY DATA</b>											
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 50%;">Name</th> <th style="width: 25%;">Formerly</th> <th style="width: 15%;">Execution Date</th> <th style="width: 10%;">Entity Type</th> </tr> <tr> <td>Wachovia Bank, National Association, as agent</td> <td></td> <td>01/24/2007</td> <td>National Banking Association: UNITED STATES</td> </tr> </table>	Name	Formerly	Execution Date	Entity Type	Wachovia Bank, National Association, as agent		01/24/2007	National Banking Association: UNITED STATES			
Name	Formerly	Execution Date	Entity Type								
Wachovia Bank, National Association, as agent		01/24/2007	National Banking Association: UNITED STATES								
<b>RECEIVING PARTY DATA</b>											
Name:	F. Schumacher & Co.										
Street Address:	79 Madison Avenue										
City:	New York										
State/Country:	NEW YORK										
Postal Code:	10016-7878										
Entity Type:	CORPORATION: NEW YORK										
<b>PROPERTY NUMBERS Total: 26</b>											
Property Type	Number	Word Mark									
Registration Number:	2897591	GROWING UP WITH WAVERLY									
Registration Number:	2742423	WAVERLY									
Registration Number:	2732554	WAVERLY									
Registration Number:	2522235	GROWING UP WITH WAVERLY									
Registration Number:	2456473	WAVERLY									
Registration Number:	2445276	WAVERLY									
Registration Number:	2410844	SCHUMACHER									
Registration Number:	2410843	WAVERLY									
Registration Number:	2378759	SCHUMACHER									
Registration Number:	2345746	WAVERLY									
Registration Number:	2340120	WAVERLY									
Registration Number:	2321116	WAVERLY									
Registration Number:	2231912	WAVERLY									

CH \$665.00 2897591

900075555

**TRADEMARK**  
**REEL: 003531 FRAME: 0740**

Registration Number:	2231439	WAVERLY HOME
Registration Number:	2228295	WAVERLY
Registration Number:	2222219	WAVERLY
Registration Number:	2011559	WAVERLY
Registration Number:	1756996	WAVERLY
Registration Number:	1663475	WAVERLY DESIGNER SERIES
Registration Number:	1540995	WAVERLY PLACE
Registration Number:	1354148	THE ART OF LIVING. THE ART OF WAVERLY
Registration Number:	0717633	SCHUMACHER
Registration Number:	0717608	SCHUMACHER
Registration Number:	0709694	WAVERLY
Registration Number:	0128949	WAVERLY
Serial Number:	76091106	WAVERLY

#### CORRESPONDENCE DATA

Fax Number: (212)813-5901

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

Phone: 212-813-5900

Email: anicolescu@fzlz.com

Correspondent Name: J. ALLISON STRICKLAND

Address Line 1: FROSS ZELNICK LEHRMAN & ZISSU, P.C.

Address Line 2: 866 UNITED NATIONS PLAZA

Address Line 4: NEW YORK, NEW YORK 10017

ATTORNEY DOCKET NUMBER:	FSR 07/01777
NAME OF SUBMITTER:	J. Allison Strickland
Signature:	/anca nicolescu/
Date:	04/27/2007

#### Total Attachments: 7

source=0701777 - termination agreement (F0048684)#page1.tif

source=0701777 - termination agreement (F0048684)#page2.tif

source=0701777 - termination agreement (F0048684)#page3.tif

source=0701777 - termination agreement (F0048684)#page4.tif

source=0701777 - termination agreement (F0048684)#page5.tif

source=0701777 - termination agreement (F0048684)#page6.tif

source=0701777 - termination agreement (F0048684)#page7.tif

TERMINATION AGREEMENT

January 24th, 2007

F. Schumacher & Co.  
79 Madison Avenue  
New York, New York 10016

Gentlemen:

This Termination Agreement ("Agreement") refers to the financing arrangements by and among Wachovia Bank, National Association (f/k/a First Union National Bank), in its capacity as agent (in such capacity, "Existing Agent") for the Existing Lenders (as hereinafter defined), the parties to the Credit Agreement (as hereinafter defined) as lenders (each individually an "Existing Lender" and collectively, "Existing Lenders"), and F. Schumacher & Co., a New York corporation ("Borrower"), as set forth in the Credit Agreement, dated November 20, 1998, by and among Borrower, Existing Agent and Existing Lenders, as amended by the Omnibus Amendment, dated as of December 15, 1999, the Second Amendment, dated as of June 30, 2001, the Third Amendment, dated as of November 30, 2002, the Fourth Amendment, dated as of October 10, 2003, the Fifth Amendment, dated as of December 17, 2003, the Sixth Amendment, dated as of February 11, 2004, the Seventh Amendment, dated as of November 23, 2004, the Eighth Amendment, dated as of December 31, 2004, the Ninth Amendment, dated as of February 1, 2005, the Tenth Amendment, dated as of February 28, 2005, the Eleventh Amendment, dated as of March 25, 2005, the Twelfth Amendment, dated as of April 7, 2005, the Thirteenth Amendment, dated as of June 8, 2006, the Fourteenth Amendment, dated as of October 13, 2006, the Fifteenth Amendment, dated as of December 13, 2006, and the Sixteenth Amendment, dated as of December 21, 2006 (the "Credit Agreement" and together with all related agreements, documents and instruments, collectively, the "Loan Documents") pursuant to which Existing Agent and Existing Lenders have made loans and advances and provided other financial accommodations to Borrower (the "Loans").

Concurrently herewith, Borrower is entering into financing arrangements with FFC, LLC ("New Lender") and utilizing a portion of the initial secured loans provided by New Lender to Borrower to repay all of the Loans and related indebtedness.

In consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each of the undersigned hereby agrees as follows:

1. Repayment. Borrower shall pay or cause to be repaid to Existing Agent, at Borrower's cost and expense, on the date hereof by federal funds wire transfer the amount of [REDACTED] plus accrued interest at the interest rate provided for in the Loan Documents for each day after the date hereof that such amount is not received by Existing Agent. In the event that Existing Agent does not receive notice of receipt of such funds in its deposit account below

778235.2

prior to 2:00 p.m., New York City time, on the date hereof or on any day hereafter, such funds shall be deemed received by Existing Agent on the next business day. Such amounts shall be sent to:

Wachovia Bank, National Association  
Charlotte, North Carolina  
ABA No. 053 000 219  
For credit to Wachovia Bank, National Association  
Account No. [REDACTED]  
Re: F. Schumacher & Co.

2. Releases.

(a) Upon the satisfaction of the conditions set forth herein, (i) the financing arrangements relating to the Loans as among Borrower, Existing Agent and Existing Lenders pursuant to the Loan Documents are terminated, cancelled and of no further force and effect (except for those provisions which by their terms expressly survive the termination thereof) and Existing Agent and Existing Lenders shall have no further obligation to make any Loans or any other obligations, duties or responsibilities in connection with the Loan Documents, and (ii) all security interests and liens upon any and all properties and assets of Borrower heretofore granted by Borrower to Existing Agent pursuant to the Loan Documents are released and terminated.

(b) Borrower hereby releases, discharges and acquits Existing Agent, Existing Lenders, and their respective officers, directors, agents and employees and its and their respective successors and assigns, from all obligations to Borrower (and its successors and assigns) and from any and all claims, demands, debts, accounts, contracts, liabilities, actions and causes of actions, whether in law or in equity, that Borrower at any time had or has, or that its successors and assigns hereafter can or may have against Existing Agent, Existing Lenders and their respective officers, directors, agents or employees and its and their respective successors and assigns.

3. Indemnification for Returned Items and Related Expenses.

(a) Borrower agrees jointly and severally to indemnify Existing Agent and Existing Lenders from any and all loss, cost, damage or expense (including attorneys' fees and legal expenses) which Existing Agent or any Existing Lender may suffer or incur at any time as a result of: (i) any non-payment, claim, refund or dishonor of any checks or other similar items which have been credited by Existing Agent to the account of Borrower with Existing Agent and (ii) any bookkeeping, accounting or other errors in calculation of any amount to be paid to Existing Agent hereunder requiring an adjustment thereto, together with any expenses or other charges incident thereto, and Borrower agrees jointly and severally to pay Existing Agent on demand all costs and expenses (including attorneys' fees and legal expenses) incurred in connection with this Agreement and any instruments or documents contemplated hereunder.

(b) In addition, and not in limitation of the rights to indemnification in its favor provided for in Section 3(a) above from Borrower, New Lender agrees to indemnify Existing Agent and Existing Lenders from, and hold Existing Agent and Existing Lenders harmless

against all loss, cost, damage or expense which Existing Agent or any Existing Lender may suffer or incur at any time as a result of any non-payment, claim, refund or dishonor of any checks or other items which have been credited by Existing Agent to the account of Borrower with Existing Agent in determining the amount to be paid to Existing Agent under Section 1 hereof, together with any expenses or other charges incident thereto. The amount of any such loss, cost, damage or expense indemnified hereupon shall be paid to Existing Agent promptly by New Lender upon Existing Agent's demand therefor, sent in writing at any time within sixty (60) days after the date hereof, and the amount of the demand shall be conclusive upon New Lender. Without limitation, it is understood that the obligation of New Lender to make such payments for the amounts indemnified hereupon shall not be conditioned upon any prior demand by Existing Agent upon Borrower.

(c) Borrower authorizes the foregoing indemnification of Existing Agent and Existing Lenders by New Lender and agrees that New Lender may pay any and all amounts demanded by Existing Agent pursuant to the foregoing indemnification and New Lender may treat such amounts as advances to Borrower and charge the amounts to any account of Borrower with New Lender, all without inquiry as to whether such amounts are actually due and owing to Existing Agent or Existing Lenders and without regard to any dispute or claim that Borrower may have or assert against Existing Agent, any Existing Lender and/or other parties.

4. Rights in Instruments. Notwithstanding anything to the contrary contained herein, Existing Agent reserves all of its rights in and to any checks or similar instruments for payment of money heretofore received by Existing Agent in connection with its arrangements with Borrower, and all of its rights to any monies due or to become due under said checks or similar instruments and/or all of its claims thereon.

5. Reinstatement. Notwithstanding anything to the contrary contained herein, in the event any payment made to, or other amount or value received by, Existing Agent or any Existing Lender from or for the account of Borrower is avoided, rescinded, set aside or must otherwise be returned or repaid by Existing Agent or any Existing Lender whether in any bankruptcy, reorganization, insolvency or similar proceeding involving Borrower or otherwise, the indebtedness intended to be repaid thereby shall be reinstated (without any further action by any party) and shall be enforceable against Borrower. In such event, Borrower shall be and remain jointly and severally liable to Existing Agent and Existing Lenders for the amount so repaid or recovered to the same extent as if such amount had never originally been received by Existing Agent and Existing Lenders.

6. Conditions Precedent. The effectiveness of the termination and release contained in Section 2(a) above and any UCC Financing Statement Amendments providing for the termination of financing statements between Existing Agent, as secured party, and Borrower, as debtor, or other release documents delivered in connection herewith (and any authorization to file such termination statements or release documents) is subject to and conditioned upon the receipt by Existing Agent of each of the following:

(a) cash or other immediately available funds in the amounts set forth in Section 1 above;

(b) the acknowledgment and agreement of each depository bank where any deposit accounts of Borrower are maintained that is subject to a control agreement with Existing Agent that the arrangements of such bank with Existing Agent are terminated and that Existing Agent has no other or further obligations or liabilities in connection therewith, duly authorized, executed and delivered by such bank; and

(c) an original of this Agreement duly authorized, executed and delivered by the parties hereto.

7. Authorization to File Termination Statements. Upon the satisfaction of the conditions precedent set forth in Section 6 above, (a) Existing Agent shall deliver to Borrower or New Lender (or any person that Existing Agent believes in good faith represents Borrower or New Lender) UCC Financing Statement Amendments to terminate existing financing statements between Existing Agent, as secured party, and Borrower, as debtor, that are currently filed of record and for which Existing Agent has the recording information, and (b) New Lender is authorized by Existing Agent to file such UCC Financing Statement Amendments on behalf of Existing Agent.

8. Further Assurances. At the request of Borrower, at Borrower's expense, Existing Agent agrees to execute and deliver such other and further documents and instruments reasonably acceptable to Existing Agent, as may be reasonably requested in order to effect or evidence more fully the matters covered hereby.

9. Governing Law. The validity, construction and effect of this Agreement shall be governed by the internal laws of the State of New York but excluding any principles of conflicts of law or other rule of law that would cause the application of the law of any jurisdiction other than the laws of the State of New York.

10. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original hereof and submissible into evidence and all of which together shall be deemed to be a single instrument. Delivery of an executed counterpart of this Agreement by telecopier shall have the same force and effect as delivery of an original executed counterpart of this Agreement.

Very truly yours,

WACHOVIA BANK, NATIONAL  
ASSOCIATION, as Agent

By: [Signature]

Title: Associate

ACKNOWLEDGED AND AGREED:

P. SCHUMACHER & CO.

By: \_\_\_\_\_

Title: \_\_\_\_\_

AGREED TO AS TO SECTION 3:

FFC, LLC

By: [Signature]

Title: Vice President

10. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original hercof and submissible into evidence and all of which together shall be deemed to be a single instrument. Delivery of an executed counterpart of this Agreement by telecopier shall have the same force and effect as delivery of an original executed counterpart of this Agreement.

Very truly yours,

WACHOVIA BANK, NATIONAL  
ASSOCIATION, as Agent

By: \_\_\_\_\_

Title: \_\_\_\_\_

ACKNOWLEDGED AND AGREED:

F. SCHUMACHER & CO.

By: *[Signature]*

Title: *President*

AGREED TO AS TO SECTION 3:

FFC, LLC

By: \_\_\_\_\_

Title: \_\_\_\_\_



# Schedule A

F. Schumacher & Co.  
(New York Corporation)

## U.S. Trademarks

### Registered Marks

Mark	Registration No.	Registration Date
GROWING UP WITH WAVERLY	2897591	10/26/04
WAVERLY	2742423	7/29/03
WAVERLY	2732554	7/01/03
GROWING UP WITH WAVERLY	2522235	12/25/01
WAVERLY	2456473	5/29/01
WAVERLY	2445276	4/17/01
SCHUMACHER	2410844	12/5/00
WAVERLY	2410843	12/5/00
SCHUMACHER	2378759	8/22/00
WAVERLY	2345746	4/25/00
WAVERLY	2340120	4/11/00
WAVERLY	2321116	2/22/00
WAVERLY	2231912	3/16/99
WAVERLY HOME	2231439	3/16/99
WAVERLY	2228295	3/2/99
WAVERLY	2222219	2/9/99
WAVERLY	2011559	10/29/96
WAVERLY	1756996	3/9/93
WAVERLY DESIGNER SERIES	1663475	11/5/91
WAVERLY PLACE	1540995	5/23/89
THE ART OF LIVING. THE ART OF WAVERLY	1354148	8/13/85
SCHUMACHER	717633	6/27/61
SCHUMACHER	717608	6/27/61
WAVERLY	709694	1/10/61
WAVERLY (Stylized)	128949	1/20/20

### Pending Application

Mark	Application No.	Filing Date
WAVERLY	76091106	7/18/00

TRJ1594438\_1

RECORDED: 12/07/2004

RECORDED: 04/27/2007

TRADEMARK  
REEL: 002985 FRAME: 0157  
TRADEMARK

REEL: 003531 FRAME: 0748