

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE BY SECURED PARTY		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
U.S. BANK NATIONAL ASSOCIATION		07/13/2007	National Banking Association:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	HANNA ANDERSSON CORPORATION (formerly HAC ACQUISITION CORP.)		
<b>Street Address:</b>	1010 N.W. Flanders Street		
<b>City:</b>	Portland		
<b>State/Country:</b>	OREGON		
<b>Postal Code:</b>	97209		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	1395322	HANNA	
Registration Number:	1478085	HANNA ANDERSSON	
Registration Number:	1582686	HANNA ANDERSSON	
Registration Number:	1881013	HANNADOWNS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(314)231-4342		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	314-231-5400		
<b>Email:</b>	kbastunas@senniger.com		
<b>Correspondent Name:</b>	Senniger Powers- Paul Fleischut		
<b>Address Line 1:</b>	One Metropolitan Square, 16th Floor		
<b>Address Line 4:</b>	St. Louis, MISSOURI 63102		
<b>ATTORNEY DOCKET NUMBER:</b>	KLD9836:PIF/KSB		
<b>NAME OF SUBMITTER:</b>	Paul I. J. Fleischut		

CH \$115.00 1395322

Signature:

/paul fleischut/

Date:

08/16/2007

**Total Attachments: 5**

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JANET E. JORDAN  
Vice President  
National Corporation Banking  
555 S.W. Oak Street (PE-4)  
Portland, Oregon 97204  
503-275-5871  
503-275-5428 Fax

July 13, 2007

**VIA ELECTRONIC MESSAGE**

Hanna Andersson Corporation  
1010 N.W. Flanders Street  
Portland, Oregon 97209  
Attention: Ms. Laura McCue  
Chief Financial Officer

Kellwood Company and  
Newkell V, Inc.  
600 Kellwood Parkway  
Chesterfield, Missouri 63017  
Attention: Mr. Thomas H. Pollihan  
General Counsel

Subject: Pending Payoff of Secured Loan from U.S. Bank National Association to  
Hanna Andersson Corporation

Ladies and Gentlemen:

Reference is made to that certain Amended and Restated Credit Agreement dated December 6, 2004, between Hanna Andersson Corporation ("Borrower") and U.S. Bank National Association ("U.S. Bank"). That agreement, as it has been amended, restated, supplemented, or otherwise modified from time to time, is referred to in this letter as the "U.S. Bank Credit Agreement."

U.S. Bank understands that, as part of a merger agreement between and among Borrower, Kellwood Company, and Newkell V, Inc., evidenced by an Agreement and Plan of Merger dated as of June 13, 2007, Borrower's obligations to U.S. Bank shall be repaid in full on or shortly after July 13, 2007. This letter contains payoff information with respect to U.S. Bank's loan to Borrower.

Hanna Andersson Corporation.  
Kellwood Company  
Newkell V, Inc.

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July 13, 2007

As of July 13, 2007, the amount of the funded indebtedness owed by Borrower to U.S. Bank pursuant to the Credit Agreement will be (the "Payoff Amount").<sup>1</sup> A detailed calculation of the Payoff Amount is set forth in Schedule I to this letter.

REDACTED

Borrower (or Kellwood Company or Newkell V, Inc., as applicable) shall remit the Payoff Amount to U.S. Bank not later than the close of business (Pacific time) on July 13, 2007, by wire transfer in accordance with the following wire transfer instructions:

REDACTED

REDACTED

Hanna Andersson Corporation.  
Kellwood Company  
Newkell V, Inc.

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July 13, 2007

If U.S. Bank receives the Payoff Amount in accordance with the above-described wire instructions, and U.S. Bank receives the Kellwood Letter of Credit, in each case on or before the close of business (Pacific time) on July 13, 2007:

REDACTED

- (b) All liens, security interests, and all right, title, and interest in and to the assets, business, properties, and rights of Borrower and the stock of Borrower that have been granted, pledged, conveyed, transferred, and set over to U.S. Bank to secure repayment of all funded indebtedness of Borrower to U.S. Bank automatically shall be released, terminated, and of no further force and effect without requiring further action of U.S. Bank; and

REDACTED

REDACTED

Upon receipt by U.S. Bank of the Payoff Amount and the Kellwood Letter of Credit by July 13, 2007, U.S. Bank authorizes Borrower (and Kellwood Company, or Newkell V, Inc.) by or through their respective attorneys or agents to file termination statements terminating all Uniform Commercial Code financing statements and fixture filings filed by or on behalf of U.S. Bank that relate to Hanna Andersson. In addition, under the circumstances described in the preceding sentence, U.S. Bank shall execute and deliver such other releases, documents, and agreements that Borrower (or Kellwood Company, or Newkell V, Inc., as applicable) reasonably may request to evidence the release of all of the collateral for Borrower's obligations to U.S. Bank.

Hanna Andersson Corporation.  
Kellwood Company  
Newkell V, Inc.

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July 13, 2007

Please let us know if you have any questions regarding this matter.

Very truly yours,

U.S. BANK NATIONAL ASSOCIATION

By *Janet E. Jordan*  
Janet E. Jordan  
Vice President

Acknowledged and accepted  
July 13, 2007.

HANNA ANDERSSON CORPORATION

By *Laura M. Cline*  
Name: *Laura M. Cline*  
Title: *VP + CFO*

SCHEDULE I

REDACTED

REDACTED

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<sup>2</sup> The total amount is effective as of July 13, 2007.