

11-06-2007



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462357  
48,865  
425,850  
11/05/0907 MGE (MCH)  
01 FC:0521  
02 FC:0522

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Wachovia Capital Finance Corporation (Western)

- Individual(s)
- General Partnership
- Corporation- State: California
- Other \_\_\_\_\_
- Association
- Limited Partnership

Citizenship (see guidelines) \_\_\_\_\_

Additional names of conveying parties attached?  Yes  No

3. Nature of conveyance (Execution Date(s) :

Execution Date(s) August 31, 2007

- Assignment
- Security Agreement
- Other Release of Security Interest
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached?  Yes  No

Name: Seven For All Mankind, LLC

Internal Address: \_\_\_\_\_  
Address: \_\_\_\_\_

Street Address: 4440 East 26th Street

City: Vernon

State: California

Country: USA Zip: 90023

Association Citizenship \_\_\_\_\_

General Partnership Citizenship \_\_\_\_\_

Limited Partnership Citizenship \_\_\_\_\_

Corporation Citizenship \_\_\_\_\_

Other LLC Citizenship Delaware

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)  
See Attached

B. Trademark Registration No.(s)  
See Attached

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):  
See Attached

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Barbara Kolsun

Internal Address: 13th Floor

Street Address: 25 West 39th Street

City: New York

State: NY Zip: 10018

Phone Number: 646.839.5414

Fax Number: 646.839.5434

Email Address: bkolsun@7forallmankind.com

6. Total number of applications and registrations involved: 18

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 465.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers 1084  
Expiration Date 01/2008

b. Deposit Account Number \_\_\_\_\_  
Authorized User Name \_\_\_\_\_

9. Signature:  11/01/2007  
Signature Date

Barbara Kolsun  
Name of Person Signing Total number of pages including cover sheet, attachments, and document: 8

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

Received 11/5/07

**EXHIBIT 1**

<b>Trademark</b>	<b>Serial No.</b>	<b>Registration No.</b>
MANKIND	74/462,357	1,905,065
FOR ALL MANKIND	75/982,990	2,726,272
MISCELLANEOUS DESIGN	75/982,867	2,787,838
SEVEN FOR ALL MANKIND	75/983,026	2,842,072
7 FOR ALL MANKIND	75/983,008	2,890,644
7 FOR ALL MANKIND (Stylized)	75/983,009	2,890,645
MISCELLANEOUS DESIGN	78/238,552	2,927,764
MISCELLANEOUS DESIGN	78/521,445	3,137,966
FOR ALL MANKIND	76/332,328	3,177,348
SEVEN FOR ALL MANKIND	76/320,287	-
7 FOR ALL MANKIND	76/330,171	-
7 FOR ALL MANKIND (Stylized)	76/333,111	-
FOR ALL MANKIND	78/428,263	3,276,230
7 FOR ALL MANKIND	78/428,268	-
Seven FOR ALL MANKIND	78/557,373	-
Seven FOR ALL MANKIND	78/562,258	-
7 FOR ALL MANKIND	78/562,271	
MISCELLANEOUS DESIGN	78/562,283	

Seven For All Mankind, LLC  
4440 East 26<sup>th</sup> Street  
Vernon, California 90023

VF Corporation  
105 Corporate Center Blvd.  
Greensboro, NC 27408

Ladies and Gentlemen:

Reference is made to: (i) that certain Loan and Security Agreement, dated March 4, 2005 (as amended, supplemented or otherwise modified prior to the date hereof, the "Loan Agreement"), among SEVEN FOR ALL MANKIND, LLC, a Delaware limited liability company ("Borrower"), the financial institutions party thereto as lenders (each a "Lender" and collectively, the "Lenders"), and WACHOVIA CAPITAL FINANCE CORPORATION (WESTERN), a California corporation formerly known as Congress Financial Corporation (Western), in its capacity as administrative and collateral agent for the Lenders and the Bank Product Providers (in such capacity, "Agent"); and (b) the other documents and agreements related to the Loan Agreement (together with the Loan Agreement, the "Financing Agreements"). Agent understands that, on the Payoff Date (as hereinafter defined), VF Corporation, a Pennsylvania corporation ("VF Corp") expects to repay in full all of the Obligations. Initially capitalized terms used herein without definitions shall have the meanings given in the Financing Agreements.

I. This letter will confirm that, upon receipt by Agent of:

(a) no later than 12:00 p.m., Los Angeles time, on August 31, 2007, a wire transfer of immediately available funds to Agent in the aggregate amount of \$37,779,084.10, subject to adjustment as set forth in this Paragraph I (as so adjusted the "Payout Amount"), consisting of:

- (i) \$37,432,523.80 in respect of unpaid principal outstanding under the Financing Agreements (assuming no further financing is provided or repayments are made);
- (ii) \$330,461.35 in respect of (A) accrued and unpaid interest on such unpaid principal amount, assuming no changes in applicable interest rates and no changes in the outstanding principal amount and (B) unpaid fees due and payable under the Financing Agreements;
- (iii) \$1,098.95 in respect of accrued and unpaid fees under Section 2.2 of the Loan Agreement with respect to Letter of Credit Accommodations (the "LC Fees") through August 31, 2007, 2007;

(iv) \$15,000.00 (the "Security Deposit") representing security against all attorney's fees and legal expenses of Agent payable by Borrower pursuant to the Financing Agreements; and

(b) a fully-executed counterpart of this letter agreement duly executed and delivered by Borrower

(the date on which all of the foregoing conditions shall first be satisfied herein called the "Payoff Date"), all of the Obligations, other than contingent obligations provided for hereunder and under the Financing Agreements, shall be terminated and satisfied in full. If the assumptions set forth above with respect to the calculation of the principal and interest components of the Payout Amount are not correct, Agent will so advise Borrower and VF Corp and notify each of them in writing on or before the Payoff Date of the adjusted figure for the Payout Amount, reflecting the appropriate changes in the amounts of principal and interest. Agent may commingle the Security Deposit with its other funds and shall own and be entitled to use the Security Deposit without any obligation to Borrower, except as set forth in Paragraph VIII below. Upon receipt of the Payout Amount in accordance with the foregoing and satisfaction of the other conditions referred to above, and subject to Paragraph IX below, effective as of the Payoff Date, Agent releases all of its security interests and liens created as security for, and all guaranties held with respect to, the Obligations.

II. Please transfer the Payout Amount to Wachovia Bank, National Association, Charlotte, North Carolina, ABA No. 0530-0021-9, Account No.: 5000000030321, For Credit to Wachovia Capital Finance Corporation (Western), Reference: Seven For All Mankind, by wire transfer of immediately available funds, for receipt no later than 12:00 p.m., Los Angeles time, on the Payoff Date.

III. Borrower confirms that the commitments of Lenders to provide Borrower with further financing under the Financing Agreements are terminated as of the Payoff Date.

IV. Upon the satisfaction of the conditions referred to in Paragraph I above, Agent authorizes Borrower, VF Corp and their respective agents to file Uniform Commercial Code termination statements with respect to all Uniform Commercial Code financing statements filed against Borrower by Agent. Upon the satisfaction of the conditions referred to in Paragraph I above, Agent will, at Borrower's expense, execute and deliver any other lien releases, mortgage releases, re-assignments of trademarks, discharges of security interests, and other similar discharge or release documents (and if applicable, in recordable form) as are necessary and requested by Borrower to release, as of record, the security interests, financing statements, and all other notices of security interests and liens previously filed by Agent with respect to the Obligations.

V. Agent shall, at Borrower's or VF Corp's expense, execute and deliver to or for Borrower or VF Corp such additional documents and shall provide additional information as Borrower or VF Corp may reasonably require to carry out the terms of this letter agreement.

VI. Borrower acknowledges that the amounts referred to in Paragraph I above are its enforceable obligations owed to Agent and the Lenders pursuant to the provisions of the Financing Agreements.

VII. Upon receipt by Agent of the Payout Amount due in accordance with the foregoing, and upon satisfaction of the other conditions referred to herein, Borrower releases, discharges, and acquits Agent and each Lender, their respective, officers, directors, shareholders, agents, employees, attorneys, subsidiaries, and affiliates, and its successors, assigns, heirs, and representatives (collectively, the "Released Parties"), on and with effect from the Payoff Date, from any and all further obligations to Borrower under or in connection with the Financing Agreements and from any and all claims, rights, demands, injuries, debts, damages, liabilities, omissions, accounts, contracts, agreements, actions, and causes of action, whether at law or in equity, and whether based on contract, tort, or otherwise, known or unknown, suspected or unsuspected, of every kind and nature, which Borrower, or its successors, assigns, heirs, and representatives at any time had, now have, or hereafter can or may have against any of the respective Released Parties, in any way arising from or related to the Financing Agreements and the transactions thereunder; provided, however, that Borrower does not release, discharge or acquit Agent or any Lender from its obligations specifically set forth in this letter agreement. Without limiting the generality of the foregoing, Borrower releases the Released Parties from any and all claims related to the Payout Amount or any component thereof, all of which Borrower agrees are properly due and payable. It is the intention of Borrower that in executing this letter agreement that the same shall be effective as a bar to each and every claim, demand and cause of action hereinabove specified and in furtherance of this intention waives and relinquishes all rights and benefits under Section 1542 of the Civil Code of the State of California (or any similar statute), which provides:

**"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MIGHT HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."**

VIII. If, on the date sixty (60) days after the Payoff Date, the amount of the Security Deposit exceeds the amount of Agent's attorney's fees and legal expenses ("Legal Fees and Expenses"), Agent shall immediately pay the difference to Borrower. If at any time, the amount of Legal Fees and Expenses exceeds the remaining amount of the Security Deposit, if any, Borrower shall pay the difference to Agent upon demand. If the day on which any payment is to be made under this Paragraph VIII falls on a day that is not a regular business day of Agent, the payment shall be made on the next regular business day of Agent.

IX. The parties do not intend the arrangements described in this letter agreement to be a loan and security arrangement. However, to the extent that any part of this letter agreement is deemed to be a loan by Agent or any Lender to Borrower secured by the Security Deposit or any other monies in the possession of Agent or any Lender, Borrower grants Agent a security interest in all amounts paid to, deposited with, or held by Agent under this letter

agreement to secure the payment and performance of all Borrower's obligations hereunder.

- X. This letter agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of New York. Whenever possible, each provision of this letter agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this letter agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this letter agreement.
- XI. VF Corp hereby authorizes Agent and Wachovia Bank, National Association, to transfer all Letter of Credit Accommodations to VF Corp's credit facility with Wachovia Bank, National Association, and VF Corp shall have all reimbursement and other obligations under such credit facility with respect to such Letter of Credit Accommodations as provided under such credit facility in regard to letters of credit issued thereunder.
- XII. This letter agreement may be executed by each party on a separate counterpart, each of which when so executed and delivered shall be an original, but all of which together shall constitute one agreement. Delivery of an executed counterpart of this letter agreement by telefacsimile shall have the same force and effect as the delivery of an original executed counterpart. Any party delivering an executed counterpart of this letter agreement by telefacsimile shall also deliver an original executed counterpart, but the failure to do so shall not affect the validity, enforceability or binding effect of this letter agreement.

[Remainder of Page Left Intentionally Blank]

Please confirm your agreement to the terms and provisions hereof by returning to Agent a signed counterpart of this letter agreement.

Very truly yours,

WACHOVIA CAPITAL FINANCE  
CORPORATION (WESTERN), as Agent

By: 

Name: Gary Whitaker

Title: Director

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TRADEMARK  
REEL: 003656 FRAME: 0983

AGREED TO BY THE UNDERSIGNED:

SEVEN FOR ALL MANKIND, LLC,  
a Delaware limited liability company

By: [Signature]  
Name: ERIC NEG  
Title: CFO

*Solely with respect to Paragraph XI*  
VF CORPORATION,  
a Pennsylvania corporation

By: Candace Cummings  
Name: CANDACE S. CUMMINGS  
Title: VP - Admin + GC

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