

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
CAPITALSOURCE FINANCE LLC		02/08/2008	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	A. MARC & CO., INC.
Street Address:	570 SEVENTH AVENUE
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10018
Entity Type:	CORPORATION: NEW YORK

Name:	ANDREW & SUZANNE COMPANY, INC.
Street Address:	570 SEVENTH AVENUE
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10018
Entity Type:	CORPORATION: NEW YORK

Name:	ASH RETAIL CORP.
Street Address:	570 SEVENTH AVENUE
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10018
Entity Type:	CORPORATION: NEW JERSEY

Name:	ASH RETAIL OF EAST HAMPTON, INC.
Street Address:	570 SEVENTH AVENUE
City:	NEW YORK
State/Country:	NEW YORK

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TRADEMARK
REEL: 003723 FRAME: 0124

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Postal Code:	10018
Entity Type:	CORPORATION: NEW YORK

Name:	AM APPAREL HOLDINGS, INC.
Street Address:	570 SEVENTH AVENUE
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10018
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Serial Number:	73340533	ANDREW MARC
Serial Number:	76362803	ANDREW MARC
Serial Number:	75641601	ANDREW MARC INTERACTIVE
Serial Number:	75402790	M ANDREW MARC
Serial Number:	75982208	ANDREW MARC NEW YORK
Serial Number:	75982243	MARC NEW YORK ANDREW MARC
Serial Number:	76367126	ANDREW MARC NEW YORK
Serial Number:	75658275	MARC NEW YORK
Serial Number:	76179978	ANDREW MARC NEW YORK
Serial Number:	76179977	MARC NEW YORK ANDREW MARC

CORRESPONDENCE DATA

Fax Number: (212)318-3400
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 212-318-3000
 Email: nyipdocket@fulbright.com, mmutterperl@fulbright.com,
 hrosenberg@fulbright.com, nurizar@fulbright.com
 Correspondent Name: Mark N. Mutterperl
 Address Line 1: Fulbright & Jaworski L.L.P.
 Address Line 2: 666 Fifth Avenue
 Address Line 4: New York, NEW YORK 10103

ATTORNEY DOCKET NUMBER:	10200724-CAPITALSOURCE SR
NAME OF SUBMITTER:	Mark N. Mutterperl
Signature:	/mark n. mutterperl/
Date:	02/22/2008

Total Attachments: 4

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TRADEMARK

REEL: 003723 FRAME: 0126

RELEASE OF SECURITY INTERESTS IN TRADEMARKS

THIS RELEASE OF SECURITY INTERESTS IN TRADEMARKS (this "Release") is dated as of February 8, 2008 by CAPITALSOURCE FINANCE LLC, in its capacity as administrative and collateral agent ("Agent") under that certain Term Loan and Security Agreement dated as of November 5, 2004 (as amended, supplemented or otherwise modified to date, the "Loan Agreement"), by and among A. Marc & Co., Inc., Andrew & Suzanne Company, Inc., Ash Retail Corp., Ash Retail of East Hampton, Inc. (collectively, the "Borrowers"), AM Apparel Holdings, Inc. ("Guarantor" and together with the Borrowers, the "Credit Parties"), Agent, as agent for the lenders party thereto ("Lenders") and the Lenders.

WHEREAS, Agent and the Credit Parties entered into that certain Intellectual Property Security Agreement, dated as of November 5, 2004 (the "Agreement");

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, including, without limitation, the trademarks listed on Schedule A attached hereto (the "Released Trademarks"), as security for certain obligations of Borrowers to Agent (the "Obligations");

WHEREAS, Agent recorded the Agreement on December 10, 2004 at Reel 2990, Frame 0535 in the United States Patent and Trademark Office ("PTO"); and

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

Agent hereby fully releases and terminates its security interest in and lien on:

(a) all of the Credit Parties' now existing or hereafter acquired right, title and interest in and to all Released 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 Released 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 Credit Parties' business connected with or symbolized by Released Trademarks; and

(c) any claims by any Credit Party against third parties for infringement of the Released Trademarks or of any license with respect thereto.

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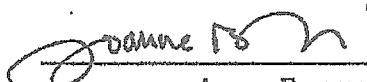
IN WITNESS WHEREOF, Agent has caused this Release of Security Interests in
Trademarks to be duly executed as of the day and year first above written.

CAPITALSOURCE FINANCE LLC,
as Agent

By:

Name:

Title:




Joanne Fungaroli

Authorized Signatory

[Signature Page to Trademark Release]

SCHEDULE A

RELEASED TRADEMARKS

Trademark	App. No. App. Date	Reg. No. Reg. Date
ANDREW MARC	H07-101909 03-OCT-1995	3354640 24-OCT-1997
ANDREW MARC	S62-140656 18-DEC-1987	2192350 28-NOV-1989
ANDREW MARC	73340533 07-DEC-1981	1221846 28-DEC-1982
ANDREW MARC	76362803 25-JAN-2002	2621337 17-SEP-2002
ANDREW MARC INTERACTIVE <small>ANDREW MARC INTERACTIVE</small>	75641601 12-FEB-1999	2582714 18-JUN-2002
M ANDREW MARC  <small>ANDREW MARC</small>	75402790 09-DEC-1997	2591849 09-JUL-2002
ANDREW MARC NEW YORK	75982208 12-DEC-2000 Parent - 76179978	2653171 26-NOV-2002
MARC NEW YORK ANDREW MARC	75982243 12-DEC-2000 Parent - 76179977	2647906 12-NOV-2002
ANDREW MARC	78624418 06-MAY-2005	
MARC NEW YORK ANDREW MARC	78624426 06-MAY-2005	
ANDREW MARC NEW YORK	76367126 01-FEB-2002	
MARC NEW YORK	75658275 11-MAR-1999	
ANDREW MARC NEW YORK	76179978 12-DEC-2000	

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Trademark	App. No. App. Date	Reg. No. Reg. Date
	Child - 75982208	
MARC NEW YORK ANDREW MARC	76179977 12-DEC-2000 Child - 75982243	

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