

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

|                       |                              |
|-----------------------|------------------------------|
| SUBMISSION TYPE:      | NEW ASSIGNMENT               |
| NATURE OF CONVEYANCE: | RELEASE OF SECURITY INTEREST |

**CONVEYING PARTY DATA**

| Name           | Formerly                        | Execution Date | Entity Type                            |
|----------------|---------------------------------|----------------|--|
| Citibank, N.A. | FORMERLY European American Bank | 07/18/2008     | National Banking Association: NEW YORK |

**RECEIVING PARTY DATA**

|                 |                         |
|-----------------|-------------------------|
| Name:           | I. Spiewak & Sons, Inc. |
| Street Address: | 463 Seventh Avenue      |
| City:           | NEW YORK                |
| State/Country:  | NEW YORK                |
| Postal Code:    | 10018                   |
| Entity Type:    | CORPORATION: NEW YORK   |

**PROPERTY NUMBERS Total: 6**

| Property Type        | Number  | Word Mark          |
|----------------------|---------|--------------------|
| Registration Number: | 0672873 | EXCALIBUR          |
| Registration Number: | 1542665 | FLIGHT DECK U.S.A. |
| Registration Number: | 1826401 | GOLDEN FLEECE      |
| Registration Number: | 1349492 |                    |
| Registration Number: | 1226016 | TITAN CLOTH        |
| Registration Number: | 1569816 | YUKON CLOTH        |

**CORRESPONDENCE DATA**

Fax Number: (212)527-7701  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 212-527-7700  
 Email: tmdocket@darbylaw.com  
 Correspondent Name: PAUL FIELDS/DARBY & DARBY P.C.  
 Address Line 1: P.O. Box 770, Church Street Station  
 Address Line 4: NEW YORK, NEW YORK 10008-0770

OP \$165.00 0672873

|                         |                   |
|-------------------------|-------------------|
| ATTORNEY DOCKET NUMBER: | 20790/8202774-000 |
| NAME OF SUBMITTER:      | Paul Fields       |
| Signature:              | /Paul Fields/     |
| Date:                   | 07/23/2008        |

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## RELEASE OF SECURITY INTEREST

This Release of Security Interest (hereinafter referred to as "Release") is effective as of the 17th day of July, 2008, by and between Citibank, N.A. (hereinafter referred to as "Citibank"), a national banking association, having a place of business at One Court Square, Long Island City, New York 11120, as successor in interest to European American Bank, a New York banking corporation previously located at One EAB Plaza, Uniondale, NY 11555 (hereinafter referred to as "EAB") and I. Spiewak & Sons, Inc., a New York corporation, having a place of business at 463 Seventh Avenue, New York, New York 10018 (hereinafter referred to as "Spiewak").

**WHEREAS**, EAB acquired a security interest in certain property owned by Spiewak, as specified in a Trademark Collateral Security Agreement (a copy of which is attached hereto as Exhibit "A"), recorded in the United States Patent and Trademark Office at Reel 1496, Frame 0597 on 23 April 1996 (hereinafter referred to as the "Trademarks");

**WHEREAS**, Citibank is the successor by merger to EAB and is the successor-in-interest to EAB as lienor of the aforementioned Trademark Collateral Security Agreement;

**WHEREAS**, Spiewak warrants and represents to Citibank that all loans, obligations and indebtedness secured by a security interest in the Trademarks have been heretofore repaid in full and in reliance on such warranty and representation Citibank is willing to release its security interest in the Trademarks; and

**WHEREAS**, the parties wish to release Citibank's security interest with respect to the Trademarks;

**NOW, THEREFORE**, for good and adequate consideration, the receipt and sufficiency of which is hereby acknowledged,

1. Citibank, as successor-in-interest to EAB, hereby releases all right, title and interest, including all security interests and liens, that it may have in and to the Trademarks and the Trademark Registrations identified in Exhibit "B" to this Release, including the good will of the business symbolized by the Trademarks and any and all causes of action which may exist by virtue of infringement thereof. Citibank is only releasing the Trademarks and Trademark Registrations set forth on Exhibit "B".

Executed at Short Hills, New Jersey this 18<sup>th</sup> day of July, 2008.

**CITIBANK, N.A.**

By: Bruce H. Stenwood  
Its: Vice President

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STATE OF <sup>New Jersey</sup> ~~NEW YORK~~ ) ss

COUNTY OF ~~Essex~~

On this 18<sup>th</sup> day of July 2008, before me, the undersigned Notary Public, personally appeared Bruce Stanwood personally known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that they executed the same in their authorized capacity, and that by their signature on the instrument is the person, or the entity upon behalf of which the person acted, who executed the instrument.

WITNESS

  
Signature

GARY S. MARSHALL  
Notary Public, State of New York  
No. 02MA4761545  
Qualified in Suffolk County  
Commission Expires Feb. 18, ~~20~~  
Dec 15, 2010

# **EXHIBIT "A"**

TRADEMARK COLLATERAL SECURITY AGREEMENT

THIS AGREEMENT is made on the 18 day of April, 1996, by and between I. SPIEWAK & SONS., INC., a New York corporation having a mailing address at 505 Eighth Avenue, New York, New York 10018 ("Company") and EUROPEAN AMERICAN BANK, having a mailing address at One EAB Plaza, Uniondale, Long Island 11555 ("EAB").

BACKGROUND

The Company and EAB are entering into a Revolving Credit Loan Agreement, of even date herewith (as amended, modified, restated or supplemented from time to time, the "Loan Agreement") providing for EAB to make loans to the Company under the circumstances set forth therein. In order to induce EAB to execute and deliver the Loan Agreement, Company agreed to execute and deliver to EAB this Trademark Collateral Security Agreement (as amended, modified, restated or supplemented from time to time, the "Security Agreement"). This Security Agreement, covering Trademarks (as hereinafter defined), is being executed contemporaneously with a General Security Agreement (the "GSA") under which EAB is granted a lien on and security interest in, *inter alia*, machinery, equipment formulations, manufacturing procedures, quality control procedures and product specifications, general intangibles and inventory relating thereto (the "Other Assets") sold under the Trademarks, whereby EAB shall have the right to foreclose simultaneously on the Trademarks and the Other Assets in the event of the occurrence and continuance of any Event of Default under the Loan Agreement.

In the event of any inconsistency between the provisions of the within Security Agreement and the Loan Agreement and any other related loan documents, the provisions of the Loan Agreement shall prevail.

NOW, THEREFORE, in consideration of the premises, Company and EAB hereby agree as follows:

1. Defined Terms. Unless otherwise defined herein, terms defined in the Loan Agreement shall have the meanings defined therein when used herein and the following terms shall have the following meanings, unless the context otherwise requires:

"Code" shall mean the Uniform Commercial Code as the same may from time to time be in effect in the State of New York.

"Collateral" shall have the meaning assigned to it in Section 2 of this Security Agreement.

"Obligations" shall mean all now existing or hereafter arising obligations of Company to EAB, whether primary or

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secondary, direct or indirect, absolute or contingent, joint or several, secured or unsecured, due or not, liquidated or unliquidated, arising by operation of law or otherwise under any promissory note, guarantee, loan or credit agreement, letter of credit, draft, acceptance, interest rate or foreign exchange agreement, mortgage or other documents evidencing indebtedness or other obligations whether for principal, interest, fees, expenses or otherwise, together with all costs of collection or enforcement, including, without limitation, reasonable attorneys' fees incurred in any collection efforts or in any action or proceeding.

"Proceeds" shall have the meaning assigned to it under Section 9-306 of the Code, and in any event, shall include, but not be limited to (i) any and all proceeds of any insurance, indemnity, warranty or guarantee payable to Company from time to time with respect to any of the Collateral, (ii) any and all payments (in any form whatsoever) made or due and payable to Company from time to time in connection with any requisition, confiscation, condemnation, seizure or forfeiture of all or any part of the Collateral by any governmental body, authority, bureau or agency (or any person acting under color of governmental authority), and (iii) any and all other amounts from time to time paid or payable under or in connection with any of the Collateral.

"Security Agreement" shall mean this Security Agreement, as the same may from time to time be amended or supplemented.

"Trademarks" shall mean the registered trademarks shown in the attached Schedule A, and those trademarks which are hereafter adopted or acquired by Company, and all right, title and interest therein and thereto, and all registrations, applications, and recordings thereof in any United States jurisdiction, including, without limitation, applications, registrations and recordings in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof, all whether now owned or hereafter acquired by Company.

2. Grant of Security Interest. As collateral security for the prompt payment of the Obligations, Company hereby grants and conveys to EAB a security interest in and to (a) the entire right, title and interest of Company in and to the Trademarks, including the registrations appurtenant thereto, listed in Schedule A hereto (as the same may be amended pursuant hereto from time to time), and in and to any and all trademarks, and registrations and applications appurtenant thereto, hereafter acquired or filed by Company, including without limitation all renewals thereof, all proceeds of infringement suits, the rights to sue for past, present and future infringements and all rights

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corresponding thereto in the United States and the goodwill of the business to which each of the Trademarks relates.

3. New Trademarks. If any trademarks are hereafter acquired, the provisions of paragraph 2 shall automatically apply thereto and Company shall give EAB prompt written notice thereof. Company grants EAB a power-of-attorney, irrevocable so long as the Loan Agreement is in existence or any Obligations are outstanding, to modify this Security Agreement by amending Schedule A to include any future trademarks, including trademark registrations appurtenant thereto covered by this Security Agreement.

4. Execution of Power of Attorney. Concurrently with the execution and delivery hereof, Company is executing and delivering to EAB, in the form of Schedule B hereto, ten (10) originals of a Power of Attorney for the implementation of the assignment, sale or other disposal of the Trademarks in the event of a continuing Event of Default.

5. Remedies, Rights Upon Default.

If an Event of Default shall occur and be continuing, EAB shall have all rights and remedies available to EAB under the Loan Agreement and the GSA.

6. Cumulative Remedies. All of EAB's rights and remedies with respect to the Collateral, whether established hereby or by the Loan Agreement, or by any other agreements or documents or by law, shall be cumulative and may be exercised singularly or concurrently.

7. Severability. The provisions of this Security Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

8. No Modification Except in Writing. This Security Agreement is subject to modification only by a writing signed by the parties.

9. Successors and Assigns. The benefits and burdens of this Security Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.

10. Governing Law. The validity and interpretation of this Security Agreement and the rights and obligations of the

parties shall be governed by the laws of the State of New York.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement under seal as of the day and year first above written.

Dated: New York, New York  
April 18, 1996

I. SPIEWAK & SONS, INC.

Witness:

Lisa M. Ottavelli

By:

[Signature]  
Name: Michael Spiewak  
Title: President

EUROPEAN AMERICAN BANK

Witness:

Lisa M. Ottavelli

By:

[Signature]  
Name: CATHLEEN D. MERENOIND  
Title: V.P.

Witness:

[Signature]

By:

[Signature]  
Name: BRUCE H. STANWOOD  
Title: Vice President

SCHEDULE A

Schedule A to a Trademark Collateral Security Agreement dated April 18, 1996, by and between I. SPIEWAK & SONS, INC. and EUROPEAN AMERICAN BANK.

Registered United States Trademarks

| <u>Reg. No. or<br/>Application No.</u> | <u>Mark</u>                 | <u>Filing Date</u> |
|--|-----------------------------|--------------------|
| 1,542,665                              | Flight Deck<br>U.S.A.       | June 6, 1989       |
| 1,826,401                              | Golden Fleece &<br>Design   | March 15, 1994     |
| 1,226,016                              | Titan Cloth                 | February 1, 1983   |
| 1,513,634                              | Saber Cloth                 | November 22, 1988  |
| 672,873                                | Excalibur                   | January 20, 1959   |
| 1,326,035                              | Trappings                   | March 19, 1985     |
| 1,855,815                              | Kinetic Expansion<br>System | September 27, 1994 |
| 1,569,816                              | Yukon Cloth                 | December 5, 1989   |
| 1,349,492                              | Winged Ram Design           | July 16, 1985      |

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STATE OF NEW YORK )  
SS.:  
COUNTY OF NEW YORK )

Before me, the undersigned, on this 18<sup>th</sup> day of April, 1996, personally appeared Michael Szwed, to me known personally, and who being by me duly sworn, deposes and says that he is the President of I. SPIEWAK & SONS, INC., and that said instrument was signed on behalf of said corporation by authority of its Board of Directors, and he acknowledged said instrument to be the free act and deed of said corporation.

LISA M. PETROCELLI  
Notary Public, State of New York  
No. 4748012  
Qualified in Madison County, NY  
Commission Expires June 6, 1997

Lisa M. Petrocelli  
Notary Public  
My Commission Expires:

STATE OF NEW YORK )  
SS.:  
COUNTY OF NEW YORK )

Before me, the undersigned, on this 18<sup>th</sup> day of April, 1996, personally appeared Catharina Gierckx to me known personally, and who being by me duly sworn, deposes and says that she is the Vice-President of EUROPEAN AMERICAN BANK, and that he was authorized to sign his name thereto on behalf of said corporation.

LISA M. PETROCELLI  
Notary Public, State of New York  
No. 4748012  
Qualified in Madison County, NY  
Commission Expires June 6, 1997

Lisa M. Petrocelli  
Notary Public  
My Commission Expires:

STATE OF NEW YORK )  
SS.:  
COUNTY OF NEW YORK )

Before me, the undersigned, on this 22<sup>nd</sup> day of April, 1996, personally appeared Gruce H. Stanwood, to me known personally, and who being by me duly sworn, deposes and says that he is the Vice-President of EUROPEAN AMERICAN BANK, and that he was authorized to sign his name thereto on behalf of said corporation.

Maria Ferraro  
Notary Public  
My Commission Expires:

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MARIA FERRARO  
Notary Public, State of New York  
No. 4748012  
Qualified in Madison County, NY  
Commission Expires Oct. 31, 1997  
REEL: 1496 FRAME: 0603

STATE OF NEW YORK )  
                          ) SS.:  
COUNTY OF NEW YORK )

On this 18<sup>th</sup> day of April, 1996, before me personally came Michael Spivak, to me known, who, being by me duly sworn, did depose and say that he is the President of I. SPIEWAK & SONS, INC., the corporation described in and which executed the foregoing instrument; and that he signed his name thereto by order of the Board of Directors of said corporation.

Lisa M. Petrucelli  
Notary Public

**LISA M. PETRUCELLI**  
Notary Public, State of New York  
No. 00000000000000000000  
Commission Expires June 15, 2007

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RECORDED: 04/23/1996

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# **EXHIBIT “B”**

**Exhibit B**

European American Bank Security Interest

| <u>Registration No.</u> | <u>Application Serial No.</u> | <u>Mark</u>               |
|-------------------------|-------------------------------|---------------------------|
| 672,873                 |                               | EXCALIBUR                 |
| 1,542,665               |                               | FLIGHT DECK U.S.A.        |
| 1,826,401               |                               | GOLDEN FLEECE<br>& DESIGN |
| 1,349,492               |                               | RAM (WINGED) DESIGN       |
| 1,226,016               |                               | TITAN CLOTH               |
| 1,569,816               |                               | YUKON CLOTH               |

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