

## TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Security Interest Recorded At Reel/Frame 1597/0025		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bank of America N.A., successor-in-interest to Fleet National Bank		06/24/2008	National Association:
RECEIVING PARTY DATA			
Name:	Brigham's, Inc.		
Street Address:	30 Mill Street		
City:	Arlington		
State/Country:	MASSACHUSETTS		
Postal Code:	02476		
Entity Type:	CORPORATION: MASSACHUSETTS		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	0513658	BRIGHAM'S	
Registration Number:	0750266	BRIGHAM'S	
CORRESPONDENCE DATA			
Fax Number:	(646)728-2614		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	212-596-9000		
Email:	tmfilings@fishneave.com		
Correspondent Name:	Nicholas J. Vogt, Ropes & Gray LLP		
Address Line 1:	1211 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10036		
ATTORNEY DOCKET NUMBER:	HHC-445 RELEASE FLEET 1		
NAME OF SUBMITTER:	Nicholas J. Vogt		
Signature:	/Nicholas J. Vogt/		

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TRADEMARK  
REEL: 003824 FRAME: 0715

Date:

07/29/2008

Total Attachments: 1

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RELEASE

In consideration of the payment of all indebtedness and amounts secured by that certain Trademark Security Agreement made as of May 14, 1997, by and between Bank of America N.A., successor-in-interest to Fleet National Bank, with a principal place of business at One Federal Street, Boston, MA 02110 (the "Bank"), and Brigham's, Inc., a Massachusetts corporation, with a principal place of business at 30 Mill Street, Arlington, MA 02476 (the "Borrower"), which Trademark Security Agreement was filed with the United States Patent and Trademark Office on June 6, 1997, and recorded in Reel 1597, Frame 0025, et seq., of the Trademark Assignment Records, the Bank hereby releases and discharges all of its right, title and interest in and to the above-described Trademark Security Agreement, including the security interest and conditional assignment created and existing thereunder on the property described in and covered thereby, and reassigns to the Borrower any right, title and interest of the Bank in and to the "Collateral" described therein, including the right to recover for past infringement of any of the Collateral and the goodwill of the goodwill of the business in connection with which the Collateral is used and which is symbolized by any of the Collateral.

Reference is made to the above-described Trademark Security Agreement and the recordation thereof for all purposes in connection herewith.

Executed this 24<sup>th</sup> day of June, 2008.

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

Name: Scott W. Vorey

Title: Sr. Vice President

Bank of America N.A.

**COMMONWEALTH OF MASSACHUSETTS**

Suffolk ss. \_\_\_\_\_

June 24, 2008

On this 24<sup>th</sup> day of June, 2008, before me, the undersigned notary public, personally appeared Scott W. Vorey, proved to me through satisfactory evidence of identification, being (check whichever applies): \_\_\_\_\_ Driver=s license or other state or federal government document bearing a photographic image; \_\_\_\_\_ Oath or affirmation of a credible witness known to me who knows the above signatory; or X My own personal knowledge of the identity of the signatory, to be the person whose name is signed above, and acknowledged the foregoing to be signed by him voluntarily for its stated purpose, as

Sr. Vice President (title) for Bank of America, N.A.

Notary Public: Eileen P. Ruff

My Commission Expires: 1-16-2015

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