## 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
JP Morgan Chase Bank		03/04/2009	CORPORATION: NEW YORK

#### **RECEIVING PARTY DATA**

Name:	Phillips-Van Heusen Corporation	
Street Address:	1290 Avenue of the Americas	
City:	New York	
State/Country:	NEW YORK	
Postal Code:	10023	
Entity Type: CORPORATION: DELAWARE		

### PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	0854677	SALTY DOG

#### **CORRESPONDENCE DATA**

Fax Number: (740)892-3860

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 740-892-2118

Email: JeffMFurr@FurrLawFirm.com

Correspondent Name: Jeffrey M. Furr
Address Line 1: 2622 Debolt Road
Address Line 4: Utica, OHIO 43080

 NAME OF SUBMITTER:
 Jeffrey M. Furr

 Signature:
 /jmf/

 Date:
 04/30/2009

Total Attachments: 1

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TRADEMARK
REEL: 003979 FRAME: 0431

## RELEASE OF TRADEMARK SECURITY INTEREST

Release of Trademark Security Interest (this "Release"), dated as of February 4, 2009, by and between Phillips-Van Heusen Corporation, a Delaware corporation ("Borrower") and JP Morgan Chase Bank, a New York banking corporation ("Collateral Agent").

WHEREAS, pursuant to the Security Agreement dated as of April 22, 1998 between PVH and Collateral Agent, as assignee of The Chase Manhattan Bank (the "Security Agreement"), recorded with the U.S. Patent Office at Trademark Reel 1754 and Frame 0042, PVH granted to the Collateral Agent, for the ratable benefit of the Secured Parties (as such term is defined in the Security Agreement), a security interest in and first priority lien on all of PVH's right, title and interest in and to certain collateral, including, without limitation the SALTY DOG trademark, which is the subject of US Trademark Registration No. 0854677 (the "SALTY DOG Mark");

WHEREAS, pursuant to the Trademark Assignment Agreement dated as of January 22, 2008, PVH assigned all of its right, title and interest in and to the SALTY DOG Mark to Branded, LLC a Georgia corporation;

WHEREAS, the Collateral Agent has agreed to terminate and release its security interest and all of its right, title and interest in the SALTY DOG Mark; and

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

- The Collateral Agent hereby terminates and releases its security interest in and first priority lien on the SALTY DOG Mark.
- The Borrower hereby acknowledges and accepts the foregoing release and assignment by the Collateral Agent.
- In all other respects, the Security Agreement is ratified and confirmed and remains in 3. full force and effect.
- This Release may be executed in any number of counterparts, each of which shall be deemed an original for all purposes, and all of which, when taken together, shall constitute one document.
- This Release shall be governed by the internal laws of the State of New York, without 5. reference to principles of conflict of laws.
- This Release shall be construed without regard to any presumption or other rule requiring construction against the drafting party.

PHILLIPS-VAN HEUSEN CORPORATION

JP MORGAN CHASE BANK

Name: MARU D.

**HSCHER** Title: Source VICE PREIDENT

RECORDED: 04/30/2009

Date: MARCH 9, 2009

Donna DiFacio By:

Name: Varra DiFacio

Title: VILL President Date: March 4, 2009

> TRADEMARK REEL: 003979 FRAME: 0432