

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Termination and Release of Security Interest in Certain Trademarks

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
General Electric Capital Corporation, as Agent		06/03/2009	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	RHE Hatco, Inc.
<b>Street Address:</b>	601 Marion Drive
<b>City:</b>	Garland
<b>State/Country:</b>	TEXAS
<b>Postal Code:</b>	75042
<b>Entity Type:</b>	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 35**

Property Type	Number	Word Mark
Registration Number:	2692766	SUEDE 8 XXXXXXXX
Registration Number:	2490537	RESISTOL
Registration Number:	2397228	RESISTOL RODEO GEAR
Registration Number:	2380672	RRESISTOL
Registration Number:	2361017	TUFF ANUFF
Registration Number:	2109438	RESISTOL
Registration Number:	2058519	C
Registration Number:	1821412	ROUGH STOCK
Registration Number:	1706915	ROUGH STOCK
Registration Number:	1338045	BLACK GOLD
Registration Number:	1034374	RESISTOL BEST ALL-AROUND
Registration Number:	0670790	KRUSHABLE
Registration Number:	0526196	"SELF-CONFORMING"

CH \$890.00 2692766

Registration Number:	0744124	GOLDEN COACH
Registration Number:	0739064	DOBBS
Registration Number:	0657477	RESISTOL "SELF-CONFORMING"
Registration Number:	0566665	DOBBS
Registration Number:	0330447	RESISTOL
Registration Number:	1044952	BRADFORD
Registration Number:	1333368	DIAMOND HORSESHOE
Registration Number:	0174832	DOBBS FIFTH AVENUE NEW YORK THE KNAPP-FELT SHOPS DOBBS & CO. D
Registration Number:	0031332	KNOX NEW YORK. MOVEO ET PROFICIO
Registration Number:	1384367	TOUCH OF MINK
Registration Number:	1820007	LOOK FOR THE GENUINE FIREBRAND
Registration Number:	1824477	CHARLIE 1 HORSE
Registration Number:	0832240	CAVANAGH
Registration Number:	0505279	CAVANAGH
Registration Number:	0796796	CHURCHILL
Registration Number:	0051125	DUNLAP & CO. EXTRA QUALITY
Registration Number:	0614481	STOCKMAN
Registration Number:	2871590	DOBBS
Registration Number:	2874372	KNOX
Registration Number:	2778004	CHARLIE 1 HORSE HAT CO.
Serial Number:	78376025	CHARLIE 1 HORSE
Serial Number:	78376681	CHARLIE 1 HORSE

**CORRESPONDENCE DATA**

Fax Number: (214)746-7777  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Email: mandy.price.brown@weil.com, beth.akers@weil.com  
Correspondent Name: Mandy Price Brown  
Address Line 1: Weil, Gotshal & Manges LLP  
Address Line 2: 200 Crescent Court, Suite 300  
Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER:	51830-0046 MANDY BROWN
NAME OF SUBMITTER:	Mandy Price Brown
Signature:	/Mandy Price Brown/

Date:

08/12/2009

**Total Attachments: 8**

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**TERMINATION AND RELEASE OF SECURITY INTEREST  
IN CERTAIN TRADEMARKS**

**RHE HATCO, INC.**

**TERMINATION AND RELEASE OF SECURITY INTEREST IN CERTAIN TRADEMARKS**, dated as of June 3, 2009, by General Electric Capital Corporation, a Delaware corporation having its principal place of business at 201 Merritt Seven, Norwalk, Connecticut ("Agent").

**WHEREAS**, Agent and RHE Hatco, Inc., a Delaware corporation ("Hatco") entered into a Trademark Security Agreement dated as of June 2, 2003 (as amended by (i) that certain Omnibus Amendment of Certain Collateral Documents, dated as of May 27, 2004 and (ii) that certain Second Omnibus Amendment of Certain Collateral Documents, dated as of January 7, 2005, and as may be further amended, restated or otherwise modified and in effect from time to time, the "Trademark Agreement"), which Trademark Agreement was recorded with the United States Patent and Trademark Office on or about June 30, 2003 at Reel 002793, Frame 0508, for the purpose of securing certain obligations of Hatco, including, without limitation, those arising under §2 of the Trademark Agreement; and

**WHEREAS**, pursuant to the Trademark Agreement, Hatco granted Agent a continuing security interest in and first priority lien on all of its trademarks and trademark licenses to which it is a party; all reissues, continuations or extensions of the foregoing; all goodwill of the business connected with the use of, and symbolized by, each trademark and each trademark license; and all products and proceeds of the foregoing, including, without limitation, any claim by Hatco against third parties for past, present or future (i) infringement or dilution of any trademark or trademark licensed under any trademark license or (ii) injury to the goodwill associated with any trademark or any trademark licensed under any trademark license (collectively, including, without limitation, the trademarks identified on Exhibit A attached hereto which shall be known hereinafter as the "Hatco Trademarks"), and pledged and mortgaged (but did not transfer title to) the Hatco Trademarks to Agent; and

**WHEREAS**, it is contemplated that Arena Brands, Inc., a Delaware corporation, will sell its 100% ownership interest in Hatco to an unaffiliated third party and has requested that Agent release its security interest in the Hatco Trademarks; and Agent has agreed to terminate and release its security interest and its right, title and interest in the Hatco Trademarks as herein provided.

**NOW, THEREFORE**, for valuable consideration and pursuant to the terms and conditions set forth in the Trademark Agreement:

Agent hereby terminates and releases its security interest and first priority lien on the Hatco Trademarks identified on Exhibit A attached hereto, and Agent hereby assigns and

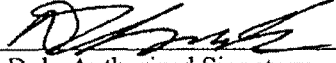
transfers to Hatco, without recourse, Agent's entire right, title and interest in and to the Hatco Trademarks listed on Exhibit A attached hereto, effective as of the date set forth above.

The parties hereto acknowledge that this document may be filed along with any other necessary documentation with the United States Patent and Trademark Office to evidence the termination and release granted herein.

This document may be executed in one or more counterparts, each of which shall be deemed an original but which together shall constitute one and the same instrument.

*[Remainder of page intentionally left blank.]*

**GENERAL ELECTRIC CAPITAL  
CORPORATION, as Agent**

By:   
Title: Duly Authorized Signatory

**DANIEL T. EUBANKS  
DULY AUTHORIZED SIGNATORY**

Accepted:

**RHE HATCO, INC.**

By: \_\_\_\_\_  
Title: Thomas A. Hough  
Title: Vice President, Chief Financial Officer  
and Treasurer

[Termination and Release of Security Interest in Certain Trademarks]

**GENERAL ELECTRIC CAPITAL  
CORPORATION, as Agent**

By: \_\_\_\_\_  
Title: Duly Authorized Signatory

Accepted:

**RHE HATCO, INC.**

By: Thomas A. Hough  
Title: Thomas A. Hough  
Title: Vice President, Chief Financial Officer  
and Treasurer

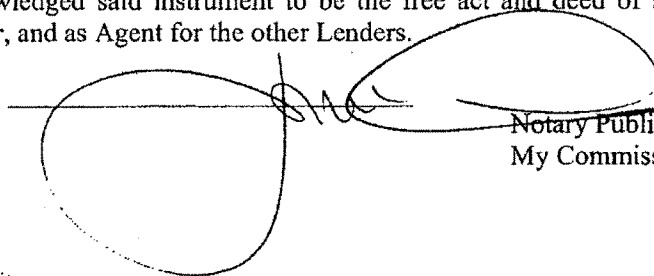
[Termination and Release of Security Interest in Certain Trademarks]

**TRADEMARK  
REEL: 004042 FRAME: 0414**

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF Connecticut )  
COUNTY OF Fairfield )

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this 2<sup>nd</sup> day of June, 2009, personally appeared Daniel T. Edwards to me known personally, and who, being by me duly sworn, deposes and says that he is a duly authorized signatory of **GENERAL ELECTRIC CAPITAL CORPORATION**, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and said officer acknowledged said instrument to be the free act and deed of said corporation for itself, as a Lender, and as Agent for the other Lenders.

  
Notary Public  
My Commission Expires 3/31/2014



JOSEPHINE CHANG  
Notary Public  
State of Connecticut  
My Commission Expires 3/31/2014

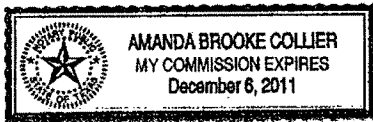
[Termination and Release of Security Interest in Certain Trademarks]



CERTIFICATE OF ACKNOWLEDGMENT

STATE OF TEXAS        )  
                                  )  
COUNTY OF DALLAS    )

3rd Before me, the undersigned, a Notary Public in and for the county aforesaid, on this day of June, 2009, personally appeared Thomas A. Hough to me known personally, and who, being by me duly sworn, deposes and says that he is a Vice President, Chief Financial Officer and Treasurer of **RHE HATCO, INC.**, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and said officer acknowledged said instrument to be the free act and deed of said corporation.



Amanda Brooke Collier  
Notary Public  
My Commission Expires: 12/6/2011

[Termination and Release of Security Interest in Certain Trademarks]

**EXHIBIT A**

Owner	Trademark or <u>Service Mark</u>	Registrations -- United States Patent and Trademark Office	
		<u>Registration No.</u>	<u>Registration Date</u>
RHE Hatco, Inc.	Suede 8 XXXXXXXXXX	2,692,766	03/04/2003
RHE Hatco, Inc.	Resistol & Design	2,490,537	09/18/2001
RHE Hatco, Inc.	Resistol Rodeo Gear	2,397,228	10/24/2000
RHE Hatco, Inc.	Rresistol	2,380,672	08/29/2000
RHE Hatco, Inc.	Tuff Anuff	2,361,017	06/27/2000
RHE Hatco, Inc.	Resistol	2,109,438	10/28/1997
RHE Hatco, Inc.	C & Design	2,058,519	05/06/1997
RHE Hatco, Inc.	Rough Stock & Design	1,821,412	02/15/1994
RHE Hatco, Inc.	Rough Stock	1,706,915	08/11/1992
RHE Hatco, Inc.	Black Gold	1,338,045	05/28/1985
RHE Hatco, Inc.	Resistol Best All-Around	1,034,374	02/24/1976
RHE Hatco, Inc.	Krushable	670,790	12/02/1958
RHE Hatco, Inc.	"Self-Conforming"	526,196	06/13/1950
RHE Hatco, Inc.	Golden Coach	744,124	01/22/1963
RHE Hatco, Inc.	Dobbs	739,064	10/09/1962
RHE Hatco, Inc.	Resistol "Self-Conforming"	657,477	01/21/1958
RHE Hatco, Inc.	Dobbs & Design	566,665	11/11/1952
RHE Hatco, Inc.	Resistol	330,447	12/03/1935
RHE, Inc.	Bradford	1,044,952	07/27/1976
RHE, Inc.	Diamond Horseshoe	1,333,368	04/30/1985

Owner	Trademark or Service-Mark	Registrations - United States Patent and Trademark Office	
		Registration No.	Registration Date
RHE, Inc.	Dobbs Fifth Avenue New York The Knapp-Felt Company D & Design	174,832	10/23/1923
RHE Hatco, Inc.	Knox New York Moveo et Proficio & Design	31,332	03/01/1898
RHE Hatco, Inc.	Touch of Mink	1,384,367	02/25/1986
RHE Hatco, Inc.	Look For The Genuine Firebrand	1,820,007	02/08/1994
Hat Brands, Inc.	Resistol	2,109,438	10/28/1997
RHE Hatco, Inc.	Charlie 1 Horse	1,824,477	03/01/1994
RHE Hatco, Inc.	Cavanagh	0,832,240	7/18/1967
RHE Hatco, Inc.	Cavanagh (Stylized)	0,505,279	12/28/1948
RHE Hatco, Inc.	Churchill	0,796,796	9/28/1965
RHE Hatco, Inc.	Dunlap & Co. Extra Quality (Plus Design)	0,051,125	4/3/1906
RHE Hatco, Inc.	Stockman	0,614,481	10/18/1955
RHE Hatco, Inc.	Dobbs	2,871,590	8/10/2004
RHE Hatco, Inc.	Knox	2,874,372	8/17/2004
RHE Hatco, Inc.	Charlie 1 Horse Hat Co.	2,778,004	10/28/2003
RHE Hatco, Inc.	Charlie 1 Horse	78/376025	Pending
RHE Hatco, Inc.	Charlie 1 Horse (Plus Design)	78/376681	Pending