

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|--|-----------------------------|-----------------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | RELEASE BY SECURED PARTY | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| MORGAN STANLEY SENIOR FUNDING, INC. | | 04/08/2010 | CORPORATION: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | BARTHCO INTERNATIONAL, INC. | | |
| Street Address: | 5101 S. BROAD STREET | | |
| City: | PHILADELPHIA | | |
| State/Country: | PENNSYLVANIA | | |
| Postal Code: | 19112 | | |
| Entity Type: | CORPORATION: PENNSYLVANIA | | |
| PROPERTY NUMBERS Total: 2 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 2845780 | U.S.A. PRIORITY PACKAGE | |
| Registration Number: | 1906209 | BARTHCO INTERNATIONAL, INC. | |
| CORRESPONDENCE DATA | | | |
| Fax Number: (646)848-4455 <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> Phone: 212-848-4455 Email: jlik@shearman.com Correspondent Name: Zheng Bao Address Line 1: 599 Lexington Avenue Address Line 2: Shearman & Sterling LLP Address Line 4: New York, NEW YORK 10022 | | | |
| ATTORNEY DOCKET NUMBER: | 3232/644 | | |
| NAME OF SUBMITTER: | ZHENG BAO | | |
| Signature: | /ZHENG BAO/ | | |

TRADEMARK

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Date:

04/09/2010

Total Attachments: 5

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RELEASE OF SECURITY INTEREST IN TRADEMARKS

THIS RELEASE OF SECURITY INTERESTS IN TRADEMARKS (this “Release”) is made as of April 8, 2010 (“Effective Date”) by and between Barthco International Inc. (“Grantor”) and Morgan Stanley Senior Funding, Inc., as administrative agent (the “Administrative Agent”). Capitalized terms not defined herein have the meaning given to them in the Pledge and Security Agreement (defined below).

WHEREAS, OHH Acquisition Company, as a Guarantor, and the Administrative Agent and certain other parties entered into that certain Pledge and Security Agreement dated August 10, 2005 (the “Pledge and Security Agreement”);

WHEREAS, pursuant to the terms of the Pledge and Security Agreement, Grantor became a “Grantor” under such agreement;

WHEREAS, pursuant to the Pledge and Security Agreement, Grantor entered into that certain Trademark Security Agreement dated June 30, 2006 (the “Trademark Security Agreement”) for the purpose of recording the Administrative Agent’s security interest with respect to the trademarks of Grantor, including those items set forth on Schedule A hereto (as further defined in the Trademark Security Agreement, the “Trademark Collateral”) with the United States Patent and Trademark Office;

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on July 14, 2006, at Reel 003348, Frames 0096; and

WHEREAS, Grantor has paid all of its outstanding indebtedness to the Administrative Agent.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Administrative Agent hereby, (i) terminates the Trademark Security Agreement, (ii) terminates, cancels and releases any and all security interests it has against the Trademark Collateral, and (iii) re-assigns to Grantor any right, title and interest it may have in, to and under the Trademark Collateral to Grantor.

The Administrative Agent shall, upon Grantor’s written request and at the Grantor’s sole cost and expense, take all further actions, and provide to Grantor, its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments) reasonably requested by Grantor to more fully and effectively effectuate the purposes of this Release, unless any of the foregoing actions would be contrary to applicable law or the Loan Documents, but in each case without recourse to the Administrative Agent, the Lenders or any other Secured Party, and without any representation or warranty of any kind, express or implied.

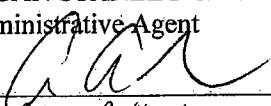
This Release shall be governed by and construed in accordance with the laws of the State of New York.

The Administrative Agent hereby authorizes and requests that the Commissioner of Trademarks and any other applicable United States government officer record this Release.

* * * * *

IN WITNESS WHEREOF, the parties hereto have caused this Release to be executed by their duly authorized representatives as of the Effective Date.

MORGAN STANLEY SENIOR FUNDING, INC.,
as Administrative Agent

By: 
Name: Colin Barthgate
Title: VP

BARTHCO INTERNATIONAL, INC.,
as Grantor


By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the Administrative Agent has caused this Release to be executed by its duly authorized representative as of the Effective Date.

MORGAN STANLEY SENIOR FUNDING, INC.,
as Administrative Agent

By: _____
Name: _____
Title: _____

BARTHCO INTERNATIONAL, INC.,
as Grantor

By: 
Name: Scott McWilliams
Title: Chief Executive Officer

SCHEDULE A

U.S. Trademark Registrations

| Trademark No. | Registration Date | Mark |
|----------------------|--------------------------|----------------------------------|
| 2845780 | 05/25/2004 | U.S.A. PRIORITY PACKAGE |
| 1906209 | 07/18/1995 | BARTHCO INTERNATIONAL INC. |