

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
HSBC Bank USA, National Association		10/28/2010	INC. ASSOCIATION: UNITED STATES

RECEIVING PARTY DATA

Name:	Hampshire Group, Limited
Street Address:	1924 Pearman Dairy Road
City:	Anderson
State/Country:	SOUTH CAROLINA
Postal Code:	29625
Entity Type:	CORPORATION: DELAWARE

Name:	Hampshire Designers, Inc.
Street Address:	1924 Pearman Dairy Road
City:	Anderson
State/Country:	SOUTH CAROLINA
Postal Code:	29625
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	1971771	HAMPSHIRE STUDIO
Registration Number:	1399636	LUXELON

CORRESPONDENCE DATA

Fax Number: (678)553-2693
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 6785532692
 Email: gurveys@gtlaw.com
 Correspondent Name: Greenberg Traurig c/o Sheryl Gurvey

CH \$65.00 1971771

900175454

**TRADEMARK
 REEL: 004308 FRAME: 0533**

Address Line 1: 3290 Northside Pkwy.
Address Line 4: Atlanta, GEORGIA 30327

ATTORNEY DOCKET NUMBER:	103274.013000
NAME OF SUBMITTER:	Sheryl Gurvey
Signature:	/Sheryl Gurvey/
Date:	11/02/2010

Total Attachments: 5
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**TERMINATION AND RELEASE OF SECURITY INTEREST
IN TRADEMARKS**

TERMINATION AND RELEASE OF SECURITY INTERESTS IN TRADEMARKS ("Release"), dated as of the 28th day of October 2010, by and among **HSBC BANK USA, NATIONAL ASSOCIATION** acting as Agent for itself and the Banks (as defined in the Credit Agreement (as defined below)), having an office at 452 Fifth Avenue, New York, NY 10018 (in such capacity the "Agent"), **HAMPSHIRE GROUP, LIMITED**, a Delaware corporation ("Borrower") having its principal executive offices at 1924 Pearman Dairy Road, Anderson, South Carolina 29625, and **HAMPSHIRE DESIGNERS, INC.** a Delaware corporation ("Designers") having its principal executive offices at c/o Hampshire Group, Ltd., 1924 Pearman Dairy Road, Anderson, South Carolina 29625. Capitalized terms used herein shall have the meaning ascribed thereto in the Credit Agreement (as defined below), unless otherwise defined herein.

WITNESSETH:

WHEREAS, on August 7, 2009, Borrower, Designers, Item-Eyes, Inc. ("Item-Eyes", and together with Designers, "Guarantors"), the Agent and the other financial institutions party thereto (the "Banks", and collectively with Borrower, Guarantors and Agent, the "Credit Parties"), entered into that certain Second Amended and Restated Credit Agreement and Guaranty (as amended, the "Credit Agreement");

WHEREAS, pursuant to the Credit Agreement, the Credit Parties entered into (a) that certain Amended and Restated Master Security Agreement, dated as of August 7, 2009 (the "Master Security Agreement") and (b) that certain Reaffirmation Agreement, dated as of August 7, 2009 (the "Reaffirmation Agreement");

WHEREAS, Designers entered into that certain Designers Trademark Security Agreement on August 15, 2003 (the "Trademark Security Agreement") with the Agent;

WHEREAS, pursuant to the Credit Agreement, Master Security Agreement, Reaffirmation Agreement and Trademark Security Agreement (collectively, the "Security Agreements"), Designers granted a security interest to the Agent in certain collateral as defined in said Security Agreements, including the U.S. trademark registrations and applications listed in Exhibit I hereto and the goodwill associated therewith (the "Trademarks");

WHEREAS, the Security Agreements were recorded in the United States Patent and Trademark Office at reel/frame 002826/0762; and

WHEREAS, Borrower is paying off all outstanding Obligations under the Credit Agreement and the Agent wishes to release its security interest in and to the Trademarks.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. The Agent hereby releases its security interest and any right, title and interest which it may have in and to all Trademarks listed on Exhibit I, does hereby release and terminate all liens and security interests in and to the trademark collateral which were granted, pledged and assigned to the Agent, including the right to sue for past, present and future infringements thereof.


2. Borrower agrees to pay all costs and expenses (including reasonable attorney fees) of the Agent in connection with the preparation, execution, delivery, filing, recording and administration of this Release and the performance of any other acts required to effect the termination and release of any security interest in the Trademarks.

3. This Release may be filed by the Agent or Designers (or their designees) with the United States Patent and Trademark Office without further notice.


[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned have caused this Release to be duly executed on the day and year first above written.

HAMPSHIRE GROUP, LIMITED

By: 
Name: Jonathan W. Norwood
Title: Treasurer

HAMPSHIRE DESIGNERS, INC.

By: 
Name: Jonathan W. Norwood
Title: Treasurer

**HSBC BANK USA, NATIONAL
ASSOCIATION, As Agent**

By: _____
Name:
Title:

[Signature Page: Trademark Release (Designers)]

IN WITNESS WHEREOF, the undersigned have caused this Release to be duly executed on the day and year first above written.

HAMPSHIRE GROUP, LIMITED

By: _____
Name:
Title:

HAMPSHIRE DESIGNERS, INC.

By: _____
Name:
Title:

HSBC BANK USA, NATIONAL ASSOCIATION, As Agent

By: Doreen Driscoll
Name: Doreen Driscoll
Title: Vice President

[Signature Page: Trademark Release (Designers)]

EXHIBIT I
TRADEMARKS

Reel 2826, Frame 0762

- | | | |
|----------|---|------------------------------|
| 1 | Serial #: <u>74516143</u>
Mark: Hampshire Studio | Reg #: <u>1971771</u> |
| 2 | Serial #: <u>73570050</u>
Mark: Luxelon | Reg #: <u>1399636</u> |