

**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

**PROPERTY NUMBERS Total: 18**

Property Type	Number	Word Mark
Registration Number:	2861692	MERCER STREET STUDIO
Registration Number:	3327026	
Registration Number:	3320607	NICK DANGER
Registration Number:	3157244	HAMPSHIRE STUDIO
Registration Number:	3097872	DESIGNERS O
Registration Number:	3145120	LANDSCAPE
Registration Number:	3061258	NICK DANGER
Registration Number:	3094201	NICK DANGER'S GARAGE
Registration Number:	2908753	PLANET & COMPANY
Registration Number:	1714681	AMERICAN PORTRAIT
Registration Number:	3382639	AFFLUENT
Registration Number:	3124175	SPRING + MERCER
Registration Number:	2715845	DESIGNERS ORIGINALS STUDIO
Registration Number:	3386166	LUXELON ULTRA

CH \$465.00 2861692

Registration Number:	2120319	PLANET & COMPANY
Registration Number:	2027864	MOVING BLEU
Registration Number:	1932784	DESIGNERS ORIGINALS
Registration Number:	1930868	AMBRA

**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  
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: 6**  
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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 between **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") and **HAMPSHIRE GROUP, LIMITED**, a Delaware corporation ("Borrower") having its principal executive offices at 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, Hampshire Designers, Inc. ("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**, Borrower entered into that certain Borrower 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"), Borrower 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 003741/0592 and reel/frame 002826/0980; 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. 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 Borrower (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

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

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

Name:  
Title:

[Signature Page: Trademark Release (Hampshire)]

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:

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

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

[Signature Page: Trademark Release (Hampshire)]

**EXHIBIT I**  
**TRADEMARKS**

Reel 3741, Frame 0592

1	Serial #:	<u>78975426</u>	Reg #:	<u>2861692</u>
	Mark:	Mercer Street Studio		
2	Serial #:	<u>78780066</u>	Reg #:	<u>3327026</u>
	Mark:	[Design Only]		
3	Serial #:	<u>78746002</u>	Reg #:	<u>3320607</u>
	Mark:	Nick Danger		
4	Serial #:	<u>78679204</u>	Reg #:	<u>3157244</u>
	Mark:	Hampshire Studio		
5	Serial #:	<u>78637708</u>	Reg #:	<u>3097872</u>
	Mark:	Designers O		
6	Serial #:	<u>78721137</u>	Reg #:	<u>3145120</u>
	Mark:	Landscape		
7	Serial #:	<u>78478404</u>	Reg #:	<u>3061258</u>
	Mark:	Nick Danger		
8	Serial #:	<u>78463999</u>	Reg #:	<u>3094201</u>
	Mark:	Nick Danger's Garage		
9	Serial #:	<u>78337569</u>	Reg #:	<u>2908753</u>
	Mark:	Planet & Company		
10	Serial #:	<u>74030731</u>	Reg #:	<u>1714681</u>
	Mark:	American Portrait		
11	Serial #:	<u>77120489</u>	Reg #:	<u>3382639</u>
	Mark:	Affluent		

**Reel 2826, Frame 0980**

1	<b>Serial #:</b> <u>78136488</u> <b>Mark:</b> Spring + Mercer	<b>Reg #:</b> <u>3124175</u>
2	<b>Serial #:</b> <u>78136482</u> <b>Mark:</b> Designers Originals Studios	<b>Reg #:</b> <u>2715845</u>
3	<b>Serial #:</b> <u>78217475</u> <b>Mark:</b> Luxelon Ultra	<b>Reg #:</b> <u>3386166</u>
4	<b>Serial #:</b> <u>75007887</u> <b>Mark:</b> Planet & Company	<b>Reg #:</b> <u>2120319</u>
5	<b>Serial #:</b> <u>74680241</u> <b>Mark:</b> Moving Bleu	<b>Reg #:</b> <u>2027864</u>
6	<b>Serial #:</b> <u>74544996</u> <b>Mark:</b> Designers Originals	<b>Reg #:</b> <u>1932784</u>
7	<b>Serial #:</b> <u>74515970</u> <b>Mark:</b> Ambra	<b>Reg #:</b> <u>1930868</u>