

RESUBMISSION

03/03/2011

Form PTO-1594 (Rev. 01-09)
OMB Collection 0651-0027 (exp. 02/11)



U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

MRD 1/21/11

103619050

ET

To the Director of the U. S. Patent and Trademark Office. Please record the attached documents or the new address(es) below

1. Name of conveying party(ies):

Wells Fargo Bank, Natinoal Association

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☐ Corporation- State: _____
☒ Other National Association

Citizenship (see guidelines) US

Additional names of conveying parties attached? ☐ Yes ☒ No

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) 12/30/10

- ☐ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☒ Other Release of Security Interests

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? ☐ Yes ☒ No

Name: Acorn Products Co., LLC

Internal

Address: _____

Street Address: 2 Cedar Street

City: Lewiston

State: ME

Country: US Zip: 04243

- ☐ Association Citizenship _____
☐ General Partnership Citizenship _____
☐ Limited Partnership Citizenship _____
☐ Corporation Citizenship _____
☒ Other Limited Liability Co. Citizenship US

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☒ No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

Please see attached list of Trademark Registration Nos.

Additional sheet(s) attached? ☒ Yes ☐ No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Ann G. Schoen

Internal Address: _____

Street Address: 2200 PNC Center

201 East Fifth Street

City: Cincinnati

State: OH Zip: 45202

Phone Number: 513-651-6128

Fax Number: 513-651-6981

Email Address: aschoen@fbtlaw.com

6. Total number of applications and registrations involved:

20

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$515.00

- ☐ Authorized to be charged to deposit account
☒ Enclosed

8. Payment Information:

Deposit Account Number 06-2226

Authorized User Name Frost Brown Todd LLC Dep Acct

9. Signature:

/Ann G. Schoen/

Signature

Ann G. Schoen

Name of Person Signing

January 21, 2011

Date

Total number of pages including cover sheet, attachments, and document 11

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK
REEL: 004495 FRAME: 0044

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1



SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Wells Fargo Bank, National Association		12/30/2010	National Association:

RECEIVING PARTY DATA

Name:	Acorn Products Co., LLC
Street Address:	2 Cedar Street
City:	Lewiston
State/Country:	MAINE
Postal Code:	04243
Entity Type:	LIMITED LIABILITY COMPANY:

PROPERTY NUMBERS Total: 20

Property Type	Number	Word Mark
Registration Number:	2763070	ACORN
Registration Number:	2763071	ACORN
Registration Number:	3820154	ACORN
Registration Number:	2874173	ACORN COMFORT ON EARTH
Registration Number:	2891086	
Registration Number:	3820155	
Registration Number:	2917866	AFTER ACTIVE
Registration Number:	3373609	ANORAK WEATHER WEAR
Registration Number:	2958122	CLASSIC COMFORT
Registration Number:	3616991	C-NOVA
Registration Number:	2272962	COMFORT ON EARTH
Registration Number:	2335576	COMFORT ON EARTH
Registration Number:	3714128	COMFORT ON EARTH
Registration Number:	3055450	COMFORT ON EARTH

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Registration Number:	3235336	DOUBLE DUTY
Registration Number:	3735048	EARTHROAMER
Registration Number:	1421141	OH EWE
Registration Number:	2846916	STUDIO COMFORT
Registration Number:	2616056	SUNDAL
Registration Number:	3160873	SUNKICKS

CORRESPONDENCE DATA

Fax Number: (513)651-6981

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

Phone: 5136516128

Email: aschoen@fbtlaw.com

Correspondent Name: Ann G. Schoen

Address Line 1: 2200 PNC Center

Address Line 2: 201 East Fifth Street

Address Line 4: Cincinnati, OHIO 45202

ATTORNEY DOCKET NUMBER:	0089100/0583267
NAME OF SUBMITTER:	Ann G. Schoen
Signature:	/Ann G Schoen/
Date:	01/21/2011

Total Attachments: 8

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Recordation Form Cover Sheet (Cont'd)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

B. Trademark Registration No.(s)

Trademark	Application No.	Registration No.	Registration Date	Classes
ACORN	75672879	2763070	09/16/2003	24; 25
[Design]	75672880	2763071	09/16/2003	24; 25
ACORN	77589756	3820154	07/20/2010	35
[Design]	76555398	2874173	08/17/2004	25
[Design]	76557647	2891086	10/05/2004	25
[Design]	77589762	3820155	07/20/2010	35
AFTER ACTIVE	76557643	2917866	01/11/2005	25
ANORAK WEATHER WEAR	77056436	3373609	01/22/2008	25
CLASSIC COMFORT	78250165	2958122	05/31/2005	25
C-NOVA	77366139	3616991	05/05/2009	25
COMFORT ON EARTH	75366656	2272962	08/24/1999	25
COMFORT ON EARTH	75672881	2335576	03/28/2000	24
COMFORT ON EARTH	77589760	3714128	11/24/2009	35
COMFORT ON EARTH	78576706	3055450	01/31/2006	25
DOUBLE DUTY	78769772	3235336	04/24/2007	25
EARTHROAMER	77588609	3735048	01/05/2010	25
OH EWE	73476176	1421141	12/16/1986	25
STUDIO COMFORT	78250193	2846916	05/25/2004	25
SUNDAL	78066344	2616056	09/03/2002	25
SUNKICKS	78659836	3160873	10/17/2006	25

The Wells Fargo logo, consisting of the words "WELLS" and "FARGO" stacked vertically in a white, sans-serif font on a black rectangular background.

Wells Fargo Capital Finance
300 Commercial Street
Boston, MA 02109
617 248-8885
617 248-8922 Fax

December 30, 2010

Via Electronic Mail

Acorn Products Co., LLC
2 Cedar Street
Lewiston, ME 04243
Attn: David Quinn

Re: Request of Acorn Products Co., LLC, a Maine limited liability company (the "Borrower"), for payoff of that certain Credit and Security Agreement dated as of December 15, 2008 (as amended and currently in effect, the "Credit Agreement")

Ladies and Gentlemen:

You have requested that Wells Fargo Bank, National Association ("Wells Fargo"), acting through its Wells Fargo Business Credit operating division, accept payment in full of all Indebtedness of Borrower under the Credit Agreement and any related documents and any other amounts due and payable as of December 30, 2010 (the "Payoff Date"), and terminate each Line of Credit extended to Borrower thereunder as well as Wells Fargo's security interest in Borrower's Collateral (the "Security Interest"). Capitalized terms not otherwise defined in this letter shall have the meaning set forth in the Credit Agreement. This letter shall be effective from the date hereof through midnight Boston time on December 30, 2010 (the "Expiration Time"), after which it shall be null and void in the event that Wells Fargo has not received the Payoff Amount (defined below) in immediately available funds.

CONDITIONS TO TERMINATION OF CREDIT AGREEMENT AND SECURITY INTEREST

In order to meet your request, Wells Fargo must receive the following no later than the Payoff Date:

- (i) immediately available funds in the amount of \$3,351,045.15, representing all unpaid principal, interest, fees (including termination fee of \$42,500), costs, expenses and other amounts due under the Credit Agreement and related Loan Documents (except for the amount set forth in (ii) below);
- (ii) immediately available funds in the amount of \$15,000 representing an estimation of the anticipated outstanding legal fees and expenses incurred by Wells Fargo and due and owing by the Borrower as well as amounts and losses that may arise from Wells Fargo's failure or inability to collect the full face amount of any checks, instruments, and payment orders payable to Borrower, including without limitation, all usual bank charges and direct costs and expenses relating to same which have been credited to any of Borrower's credit facilities under

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the Credit Agreement or to its deposit accounts, provided that Wells Fargo will retain such funds pursuant to a pledge or other arrangement with the Borrower and apply them as necessary to cover the above amounts until the Borrower no longer maintains the related accounts with Wells Fargo and for a ninety (90) day period thereafter, following which Wells Fargo will return the balance of such funds to the Borrower at its direction; and

(iii) a fully executed counterpart of the Borrower to this letter and that certain Application for Continuance and Transfer of Letters of Credit to be executed by Wells Fargo, the Borrower, Totes Isotoner Corporation and Credit Suisse AG, acting through its Cayman Islands Branch.

PAYMENT OF PAYOFF AMOUNTS AND ADJUSTMENTS

The aggregate amount of such funds required by (i) and (ii) above (being \$3,366,045.15, the "Payoff Amount") shall be sent via wire transfer, pursuant to the following instructions:

Wells Fargo Bank, National Association
ABA 121 000 248
Account No. 4230128945
For Wells Fargo Business Credit
Phone Advice: Karen Malatesta (617-263-6319)

If, by reason of adjustments made no more than sixty (60) days after the Payoff Date, additional amounts are found to be due and owing to Wells Fargo, you agree to promptly reimburse Wells Fargo for such additional indebtedness. Our demand for such payment shall be conclusive upon you and Wells Fargo shall not be obligated to make demand for payment upon any other indemnitor.

TERMINATION OF CREDIT AGREEMENT AND SECURITY INTEREST

Upon receipt of the foregoing,

1. Wells Fargo releases, terminates and satisfies its Security Interest in the Collateral, and shall execute and deliver such releases, termination statements or directions to terminate as Borrower may reasonably request, which unless paid for pursuant to (ii) above must be prepared and filed by Borrower or Borrower's appointee or agent at Borrower's sole cost and expense.
2. Wells Fargo shall deliver all Collateral in its possession to Borrower (or to any appointees or agents of Borrower, as directed by Borrower).
3. Borrower and any of its appointees or agents are authorized by Wells Fargo to file UCC termination statements to effectuate the termination of Wells Fargo's Security Interest in Borrower's Collateral as set forth in paragraph 1 above.

4. The Credit Agreement, the Loan Documents, and each Line of Credit extended by Wells Fargo thereunder will be considered terminated and the obligations of each party thereunder will cease to be of any further force or effect; provided, however, that all provisions of the Credit Agreement and the other Loan Documents which by their terms survive termination of the Credit Agreement and the Loan Documents, including, without limitation, the Borrower's obligation to repay all Indebtedness under the Credit Agreement and Borrower's obligation to indemnify and hold Wells Fargo harmless as set forth in the Credit Agreement and Loan Documents, shall survive and not be deemed terminated, but shall remain in full force and effect, provided, further, notwithstanding the terms of the Credit Agreement and the other Loan Documents and any provisions of this Letter, the security interest terminated and released in accordance with clause 1 above, shall remain terminated and released, and no springing lien shall attach to the Collateral.

CONTINUATION OF DEPOSIT ACCOUNTS AND TREASURY MANAGEMENT PRODUCTS

Notwithstanding anything to the contrary in this letter, Borrower has requested, and Wells Fargo hereby agrees, that Wells Fargo will continue to offer Borrower, on an interim basis only, depository account services ("Deposit Accounts") and treasury management products ("Treasury Management Products") pursuant to the terms of the Commercial Account Agreement and Master Agreement for Treasury Services and any other agreements for banking services that are currently in existence between Wells Fargo and Borrower.

Borrower agrees to close the Deposit Accounts and terminate its Treasury Management Products with Wells Fargo within sixty (60) of the date of this letter; provided, however, that Wells Fargo reserves the right to close the Deposit Accounts and terminate all Treasury Management Products at any time in its discretion in accordance with its normal policies and procedures.

Borrower further agrees that Wells Fargo has no obligation to consider requests for overdraft advances with respect to the Deposit Accounts, and that checks, instruments, and payment orders drawn thereon will be honored only to the extent that sufficient available funds are deposited therein at the time that any such checks, instruments, and payment orders are presented for payment. In addition to and not in limitation of any and all rights of offset that Wells Fargo may have under applicable law, Wells Fargo has a security interest in all Deposits Accounts that Borrower maintains with Wells Fargo and any monies or cash in Wells Fargo's possession, and may apply same to the payment of all Indebtedness, as well as any unpaid fees, costs or expenses owing by Borrower to Wells Fargo.

Notwithstanding anything to the contrary in this letter, Wells Fargo also reserves all of its rights with respect to any checks, instruments, and payment orders received by it in connection with the Deposit Accounts. Borrower acknowledge and agree that Wells Fargo may not have yet received full and final credit for all checks, instruments, and payment orders deposited by us for collection, which may nevertheless have been credited to Borrower in the computation of the Payoff Amount. Borrower agrees to promptly indemnify and hold Wells Fargo harmless for and from any losses arising from Wells Fargo's failure or inability to collect the full face amount of

any such checks, instruments, and payment orders payable to Borrower, including without limitation, all usual bank charges and direct costs and expenses relating to same which have been credited to any of Borrower's credit facilities under the Credit Agreement or to its deposit accounts.

LETTERS OF CREDIT

The obligations with respect to the Borrower's existing outstanding Letters of Credit will be continued and transferred in accordance with that certain Application for Continuance and Transfer of Letters of Credit dated as of the date hereof by and between Wells Fargo, the Borrower, Totes Isotoner Corporation and Credit Suisse AG, acting through its Cayman Islands Branch.

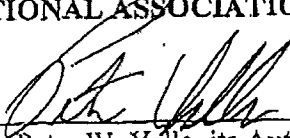
It is understood and agreed that our cancellation and termination of the Credit Agreement, the Loan Documents and the Security Interest of Wells Fargo in the Collateral of Borrower, is being undertaken in consideration of and in reliance upon the agreement of Borrower to indemnify Wells Fargo as provided in this letter. After satisfaction of all of Borrower's obligations to Wells Fargo, we shall remit to you any proceeds or items that we subsequently receive in connection with Borrower's Collateral, but we shall be under no obligation to further pursue any collection and/or exercise any remedies respecting any such Collateral, other than delivering it to you, endorsed or assigned, as necessary, without recourse to Wells Fargo.

[continued on following page]

This letter may be signed and exchanged in counterparts, all of which when taken together shall constitute one and the same agreement. Signature by facsimile or electronic mail will also bind the parties to this letter.

Very truly yours,

WELLS FARGO BANK,
NATIONAL ASSOCIATION

By: 
Name: Peter W. Yelle, its Authorized Signatory

ACKNOWLEDGED AND AGREED TO:

ACORN PRODUCTS CO., LLC

By: _____
Name: David Quinn
Title: Manager

This letter may be signed and exchanged in counterparts, all of which when taken together shall constitute one and the same agreement. Signature by facsimile or electronic mail will also bind the parties to this letter.

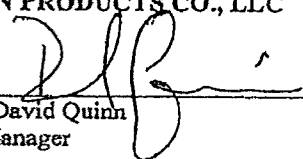
Very truly yours,

WELLS FARGO BANK,
NATIONAL ASSOCIATION

By: _____
Name: Peter W. Yelle
Title: Authorized Representative

ACKNOWLEDGED AND AGREED TO:

ACORN PRODUCTS CO., LLC

By: 
Name: David Quinn
Title: Manager

Payoff Letter