

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
Webster Business Credit Corporation		03/18/2011	commercial bank: NEW YORK
RECEIVING PARTY DATA			
Name:	Factory Connection LLC		
Street Address:	701 Railroad Ave		
City:	Albertville		
State/Country:	ALABAMA		
Postal Code:	35951		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	1487941	THE FACTORY CONNECTION	
Registration Number:	1575113	CRICKET BY THE CREEK	
CORRESPONDENCE DATA			
Fax Number:	(608)283-2275		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	608-283-0132		
Email:	kateelin@michaelbest.com		
Correspondent Name:	Kelly Teelin, Paralegal		
Address Line 1:	1 South Pinckney St., Ste. 700		
Address Line 2:	Michael Best & Friedrich LLP		
Address Line 4:	Madison, WISCONSIN 53703		
ATTORNEY DOCKET NUMBER:	018898-0004		
NAME OF SUBMITTER:	Kelly A. Teelin		
Signature:	/Kelly A. Teelin/		

OP \$65.00 1487941

Date:

04/06/2011

Total Attachments: 5

source=Webster_Release_Intellectual Property#page1.tif

source=Webster_Release_Intellectual Property#page2.tif

source=Webster_Release_Intellectual Property#page3.tif

source=Webster_Release_Intellectual Property#page4.tif

source=Webster_Release_Intellectual Property#page5.tif

RELEASE AND REASSIGNMENT

THIS RELEASE AND REASSIGNMENT is made this 18th day of March, 2011 by and between **Factory Connection, LLC** ("Debtor") and **Webster Business Credit Corporation** (the "Secured Party").

WITNESSETH:

WHEREAS, the Debtor and the Secured Party entered into certain agreements (the "Loan Agreements"), evidencing the extension by the Secured Party of loans and other financial accommodations (the "Loans") to the Borrower;

WHEREAS, as partial security for the Loans, Borrower granted a security interest in and to certain Trademarks, each as defined below, to Secured Party; and

WHEREAS, the Loans have been fully satisfied and, therefore, the Borrower has requested that Secured Party release its security interest in the Trademarks and reassign the same to Borrower.

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

1. Secured Party hereby releases its security interest in all of Borrower's right, title and interest in and to all of its now owned or existing and filed and hereafter acquired or arising and filed:

(a) trademarks, trademark registrations, tradenames and trademark applications, including, without limitation, the trademarks and applications listed on Schedule B, attached hereto and made a part hereof, and (a) renewals and extensions thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing trademarks, trademark registrations, tradenames and applications, together with the items described in clauses (a)-(d) of this subparagraph, are hereinafter referred to as the "Trademarks"); and

(b) the goodwill of Borrower's business connected with and symbolized by the Trademarks.

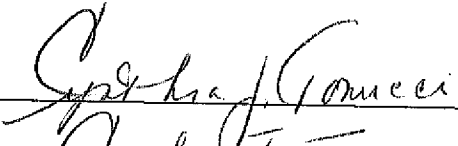
2. Secured Party hereby reassigns, grants and conveys to Borrower, without any representation, recourse or undertaking by Secured Party, all of Secured Party's right, title and interest, in and to the Trademarks.

(Signature Page Follows)

IN WITNESS WHEREOF, the Secured Party has caused this Release and Reassignment to be duly executed by its duly authorized officer as of the day and year first above written.

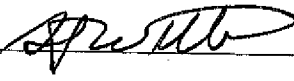
SECURED PARTY:

WEBSTER BUSINESS CREDIT CORPORATION

By: 
Name: Cynthia F. Tonucci
Title: VP

DEBTOR:

FACTORY CONNECTION, LLC

By: 
Name: Steve Williams
Title: CFO

ACKNOWLEDGMENT

State of Alabama)

) SS

County of Marshall)

On this 18th day of March, 2011 before me personally appeared Steve Williams to me known to be the individual who executed the foregoing instrument and acknowledged to me that he executed the same as the duly authorized officer above designated of Secured Party.

Chaletta B. Mosley
Notary Public

My Commission Expires ALABAMA AT LARGE
NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: JULY 1, 2011

ACKNOWLEDGMENT

State of Massachusetts

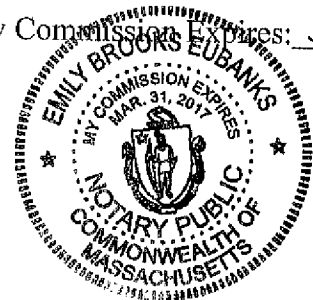
) SS

County of Bristol)

On this 22 day of March, 2011 before me personally appeared _____, to me known to be the individual who executed the foregoing instrument and acknowledged to me that he executed the same as the duly authorized officer above designated of Debtor.

Emily Brooks Eubank
Notary Public

My Commission Expires: 3-31-17



SCHEDULE B

Trademarks

MARK	SERIAL NO.	REGISTRATION NO.
The Factory Connection	73680303	1,487,941
Cricket by the Creek	73777231	1,575,113

018898-0004\8832147.1