

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
Stylesheet Version v1.1

Reel Frame: 4516/6299

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SOVEREIGN BANK		05/21/2010	Bank: UNITED STATES
RECEIVING PARTY DATA			
Name:	SUPREME CORQ, LLC		
Street Address:	3811 West Chester Pike		
Internal Address:	Building 2, Suite 200		
City:	Newtown Square		
State/Country:	PENNSYLVANIA		
Postal Code:	19073		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	2973670	SUPREMECORQ T-TOP	
Registration Number:	2780430		
Registration Number:	2647418		
Registration Number:	1912552		
Registration Number:	1920917	SUPREMECORQ	
Registration Number:	1912553	SUPREMECORQ	
Registration Number:	1920918	SUPREMECORQ	
CORRESPONDENCE DATA			

TRADEMARK

700460677

REEL: 004522 FRAME: 0544

Fax Number: (212)310-8007  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 212-735-4559  
Email: vindra.richter@weil.com  
Correspondent Name: Vindra Richter c/o Weil et al  
Address Line 1: 767 Fifth Ave  
Address Line 4: New York, NEW YORK 10153

**ATTORNEY DOCKET NUMBER:**

KELLER/65623.1/ VR

**NAME OF SUBMITTER:**

Vindra Richter

**Signature:**

/vindra richter/

**Date:**

04/06/2011

**Total Attachments: 3**

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**RECEIPT INFORMATION**

ETAS ID: TM199561

Receipt Date: 04/06/2011

Fee Amount: \$190

TRADEMARK

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4/13/2011 9:10:57 PM PAGE 4/005 Fax Server

TO: VINDRA RICHTER C/O WEIL ET AL COMPANY: 767 FIFTH AVE

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

04/06/2011  
 900188594

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SOVEREIGN BANK		05/21/2010	Bank: UNITED STATES
RECEIVING PARTY DATA			
Name:	SUPREME CORQ, LLC		
Street Address:	3811 West Chester Pike		
Internal Address:	Building 2, Suite 200		
City:	Newtown Square		
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Postal Code:	19073		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	2973670	SUPREMECORQ T-TOP	
Registration Number:	2760430		
Registration Number:	2647418		
Registration Number:	1912552		
Registration Number:	1920917	SUPREMECORQ	
Registration Number:	1912553	SUPREMECORQ	
Registration Number:	1920918	SUPREMECORQ	
CORRESPONDENCE DATA			
Fax Number:	(212)310-8007		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	212-736-4669		
Email:	vindra.richter@weil.com		
Correspondent Name:	Vindra Richter c/o Weil et al		
Address Line 1:	767 Fifth Ave		

CH \$190.00 2973670

USPTO

4/13/2011 9:10:57 PM PAGE 5/005 Fax Server

TO: VINDRA RICHTER C/O WEIL ET AL COMPANY; 767 FIFTH AVE

Address Line 4: New York, NEW YORK 10153	
ATTORNEY DOCKET NUMBER:	KELLER/65623.1/ VR
NAME OF SUBMITTER:	Vindra Richter
Signature:	/vindra richter/
Date:	04/06/2011
Total Attachments: 3 source=Supreme - Bank of America Release Agreement#page1.tif source=Supreme - Bank of America Release Agreement#page2.tif source=Supreme - Bank of America Release Agreement#page3.tif	

## RELEASE AGREEMENT

THIS RELEASE AGREEMENT (the "AGREEMENT") is made this 21<sup>st</sup> day of May, 2010, by and among by and among, SUPREME CORQ, LLC, a Delaware limited liability company (the "Borrower"), SUPREME CORQ HOLDINGS, LLC, a Delaware limited liability company ("Supreme Holdings" or "Corporate Guarantor"), GRAHAM PARTNERS INVESTMENTS, L.P., a Delaware limited partnership ("GPI"), GRAHAM PARTNERS INVESTMENTS (A), L.P., a Delaware limited partnership ("GPIA") and GRAHAM PARTNERS INVESTMENTS (B), L.P., a Delaware limited partnership ("GPB"; and together with GPI and GPIA, the "Graham Parties", and each a "Graham Party") and SOVEREIGN BANK (the "Lender"; and together with Borrower, Corporate Guarantor and the Graham Parties, the "Parties").

### BACKGROUND

A. The Parties are entering into this Agreement in contemplation of the payment by Borrower of Obligations due and owing under that certain Credit Agreement dated December 20, 2007, which provided for, among other things: i) the establishment of a revolving credit loan to Borrower pursuant to which Lender would make advances to Borrower in an aggregate amount, not to exceed Ten Million Dollars (\$10,000,000.00); and ii) the extension of credit to Borrower in the amount of Eight Million Dollars (\$8,000,000.00) (the "Credit Agreement"), and, together with other documents described in the Credit Agreement as the Loan Documents, and all other documents executed or delivered by any Borrower, Corporate Guarantor or Graham Party (collectively, the "Obligors") to these agreements, or in connection therewith, as they may be or have been modified from time to time (hereinafter, collectively, the "Loan Documents"). (All terms capitalized, but not herein defined, shall have the meanings given to such terms in the Credit Agreement.)

B. As of May 21, 2010, the outstanding principal balance due and owing under the Loan Documents is Eighteen Millions Dollars (\$18,000,000.00) (the "Principal Balance").

C. At the request of the Obligors, Lender has agreed to release the Obligations upon the receipt of payment and releases from the Obligors, subject to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of foregoing premises and intending to be legally bound hereby, the Parties hereto agree as follows:

### TERMS

I. Payment. On May 21, 2010, Obligors, or any of them, shall pay or cause to be paid to Lender the sum of Sixteen Million Two Hundred Fifty Thousand Dollars (\$16,250,000.00) in immediately available funds wired to Lender (the "Pay-Off Amount") per the following instructions:

SOVEREIGN BANK  
ATTN: COMMERCIAL LOAN OPERATIONS  
1130 BERKSHIRE BLVD  
WYOMISSING, PA 19610  
ABA # - 231372691  
PLEASE INCLUDE THE FOLLOWING REFERENCE  
SUPREME CORQ #52123150

2. Lender's Obligations: Lender shall, upon receipt of the Pay-Off Amount and the execution of this Agreement by the Parties, take such steps as are necessary to terminate, discharge and/or release the Collateral and promptly return any Collateral in its possession to Borrower. Lender agrees to provide such other releases of Collateral prepared by Obligors, in form and substance reasonably satisfactory to Lender, as Obligors may reasonably request subsequent to the date hereof in connection with Lender's above-described release of security interests, liens and pledges, the cost or expense for which shall be borne by Obligors.

3. Obligors' Release: In consideration for Lender's agreements contained herein, Obligors, and each of them, hereby remise, release, and forever discharge, and by these presents for themselves, their shareholders, officers and directors, their successors in interest and assigns, hereby remise, release and forever discharge Lender, its officers, directors, employees, agents, servants, successors and assigns from and against any and all claims, counterclaims, crossclaims, demands, damages, complaints, actions, causes of action, suits or law or in equity, including without limitation, claims, counterclaims, crossclaims or joinder of claims by any party for contribution, indemnity or otherwise, arising from or relating to the Loan Documents, or any other agreements, documents and relationships each has or may have with Lender from the beginning of the world to the date hereof; provided however, nothing contained in this paragraph shall release Lender from its obligations under this Agreement.

4. Lender's Release: Lender acknowledges that upon and subject to receipt of the Pay-Off Amount by federal wire transfer in accordance with the above instructions, (i) the Obligations shall be and hereby are terminated, discharged and released in full, (ii) the Loan Documents including, without limitation, the Put Agreement and the Participation Agreement shall automatically terminate without further action by any Party, (iii) all obligations of Obligors under the Loan Documents including, without limitation, the Put Agreement and the Participation Agreement shall be released and discharged, (iv) all of the covenants set forth in the Loan Documents shall be terminated and be of no further force and effect, and (v) Lender shall be deemed to have released and hereby does release all security interests, mortgages, liens and pledges which have been granted to Lender pursuant to the Loan Documents. Obligors are hereby authorized to prepare and file any and all termination statements effecting or reflecting of public record the release of the foregoing security interests, mortgages, liens and pledges, copies of which shall be delivered to Lender upon such filing or recordation.

5. Obligors' Default: The failure of Obligors to perform in accordance with the terms hereof, including failure timely to provide the Pay-Off Amount, shall constitute an Event of Default, immediately upon which Event of Default, this Agreement shall be deemed null and void and the Loan Documents in full force and effect.

6. Time of Essence. Time is of the essence of this Agreement.
7. Governing Law and Jurisdiction. This Agreement will be construed in accordance with and governed by the laws of the Commonwealth of Pennsylvania.
8. Counterparts. This Agreement may be executed and delivered by facsimile transmission or pdf email and, if so executed and delivered, shall be of the same force and effect as an original of a manually signed copy. This Agreement may be executed in counterparts each of which shall be considered an original and both of which together shall constitute one fully executed original. A signed copy of this Agreement by facsimile or pdf email shall constitute an original for all purposes.
9. Entire Agreement. This Agreement constitutes the entire agreement among the parties hereto concerning the subject matter set forth herein and supersedes all prior or contemporaneous oral and/or written agreements and representations not contained herein concerning the subject matter of this Agreement.
10. Amendments and Waivers. The provisions of this Agreement may be modified or amended only by a written agreement entered into by all of the parties to this Agreement, and may be waived only by a written waiver signed by the Agent. No waiver, modification or amendment shall extend to, or affect any obligation not expressly waived, modified or amended or impair any right of the Agent related to such obligation. Any party claiming a waiver of the provisions of this paragraph shall have the burden of proving any such waiver by clear and convincing evidence.
11. No Presumption Against Drafter. The language of this Agreement is a product of the mutual effort of the parties. This Agreement shall be construed fairly as to all parties, and it shall not be construed for or against any of the Parties on the basis of the extent to which that party participated in drafting it.

[Signatures follow on next page]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed the day and year first above written.

**OBLIGORS:****SUPREME CORQ, LLC**

By: Joseph M. May  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

GRAHAM PARTNERS INVESTMENTS, L.P.  
GRAHAM PARTNERS INVESTMENTS (A), L.P.  
GRAHAM PARTNERS INVESTMENTS (B), L.P.

By: Graham Partners General Partner, L.P.,  
its General Partner

By: Graham Partners, Inc.,  
as Manager on behalf of the General  
Partner

By: WM  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**SUPREME CORQ HOLDINGS LLC**

By: Joseph M. May  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**LENDER:****SOVEREIGN BANK**

By: \_\_\_\_\_  
Name: Kevin Cornwall  
Title: Senior Vice President



IN WITNESS WHEREOF, the parties have caused this Agreement to be executed the day and year first above written.

**OBLIGORS:**  
**SUPREME CORQ, LLC**

By: \_\_\_\_\_  
Name:  
Title:

**GRAHAM PARTNERS INVESTMENTS, L.P.**  
**GRAHAM PARTNERS INVESTMENTS (A), L.P.**  
**GRAHAM PARTNERS INVESTMENTS (B), L.P.**

By: **Graham Partners General Partner, L.P.,**  
their General Partner

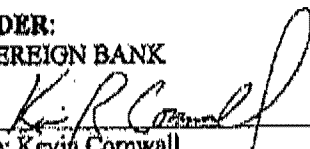
By: **Graham Partners, Inc.,**  
as Manager on behalf of the General  
Partner

By: \_\_\_\_\_  
Name:  
Title:

**SUPREME CORQ HOLDINGS LLC**

By: \_\_\_\_\_  
Name:  
Title:

**LENDER:**  
**SOVEREIGN BANK**

By:  \_\_\_\_\_  
Name: **Kevin Cornwall**  
Title: **Senior Vice President**

# Due Diligence trademark Chart

#	TRADEMARK	Status	App. No. App. Date	Reg. No. Reg. Date	Owner	Security Interest
1.	SUPREMECORQ T-TOP	Registered	78292459 26-AUG-2003	2973670 19-JUL-2005	Supreme Corp, LLC	Assignment: Reel/Frame: 3687/0029 Conveyance: Security Interest Assignor: Supreme Corp, LLC Exec Dt: 12/20/2007 <del>Finance: Sovereign Bank</del>
2.	Design Only	Registered Supplemental Register	75764598 29-JUL-1999	2760430 02-SEP-2003	Supreme Corp, Inc.	Assignment: Reel/Frame: 3687/0029 Conveyance: Security Interest Assignor: Supreme Corp, LLC Exec Dt: 12/20/2007 <del>Finance: Sovereign Bank</del>
3.	Design Only	Registered Supplemental Register	75764599 29-JUL-1999	2647418 05-NOV-2002	Supreme Corp, Inc.	Assignment: Reel/Frame: 3687/0029 Conveyance: Security Interest Assignor: Supreme Corp, LLC Exec Dt: 12/20/2007 <del>Finance: Sovereign Bank</del>
4.	THE NEW TRADITION	Cancelled	75617527 08-JAN-1999	2409351 28-NOV-2000	Supreme Corp, Inc.	
5.	HOMEWOOD	Cancelled	74503888 18-MAR-1994	1920911 19-SEP-1995	Banc Of America Commercial Finance Corporation, Through Its Commercial Funding Division	Assignment: Reel/Frame: 2166/0368 Conveyance: Assigns The Entire Interest Assignor: Supreme Corp, Inc. Exec Dt: 12/30/1999

#	TRADEMARK	Status	App. No. App. Date	Reg. No. Reg. Date	Owner	Security Interest
6.	Design Only	Registered	74473627 21-DEC-1993	1912552 15-AUG-1995	Supreme Corp, Inc.	Assignee: Banc Of America Commercial Finance Corporation, Through Its Commercial Funding Division [ I believe this should be a security interest - you may want to pull the recording doc]
7.	SUPREMECORQ	Registered	74473719 21-DEC-1993	1920917 19-SEP-1995	Supreme Corp, LLC	Assignment: Reel/Frame: 3687/0029 Conveyance: Security Interest Assignor: Supreme Corp, LLC Exec Dt: 12/20/2007 Assignee: Sovereign Bank
8.	SUPREMECORQ	Registered	74473922 21-DEC-1993	1912553 15-AUG-1995	Supreme Corp, LLC	Assignment: Reel/Frame: 3687/0029 Conveyance: Security Interest Assignor: Supreme Corp, LLC Exec Dt: 12/20/2007 Assignee: Sovereign Bank
9.	SUPREMECORQ	Registered	21-DEC-1993	1920918 19-SEP-1995	Supreme Corp, LLC	Assignment: Reel/Frame: 3687/0029 Conveyance: Security Interest Assignor: Supreme Corp, LLC Exec Dt: 12/20/2007

#	TRADEMARK	Status	App. No. App. Date	Reg. No. Reg. Date	Owner	Security Interest
						Assignee: Sovereign Bank

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4/13/2011 9:10:57 PM PAGE 2/005 Fax Server

TO:VINDRA RICHTER C/O WEIL ET AL COMPANY:767 FIFTH AVE

**UNITED STATES PATENT AND TRADEMARK OFFICE**UNDER SECRETARY OF COMMERCE FOR INTELLECTUAL PROPERTY AND  
DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE

APRIL 07, 2011

PTAS

VINDRA RICHTER C/O WEIL ET AL  
767 FIFTH AVE  
NEW YORK, NY 10153

\*900188594\*

UNITED STATES PATENT AND TRADEMARK OFFICE  
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENTTHE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF  
THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS  
AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER  
REFERENCED BELOW.PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE  
INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA  
PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD  
FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY  
CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 571-272-3350.  
PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE,  
MAIL STOP: ASSIGNMENT SERVICES BRANCH, P.O. BOX 1450, ALEXANDRIA, VA 22313.

RECORDATION DATE: 04/06/2011

REEL/FRAME: 004516/0299  
NUMBER OF PAGES: 5BRIEF: RELEASE AGREEMENT  
DOCKET NUMBER: KELLER/65623.1/ VR

## ASSIGNOR:

SOVEREIGN BANK

DOC DATE: 05/21/2010  
CITIZENSHIP: UNITED STATES  
ENTITY: BANK

## ASSIGNEE:

SUPREME CORQ, LLC  
3811 WEST CHESTER PIKE  
BUILDING 2, SUITE 200  
NEWTOWN SQUARE, PENNSYLVANIA  
19073CITIZENSHIP: DELAWARE  
ENTITY: LIMITED LIABILITY  
COMPANY

TO: VINDRA RICHTER C/O WEIL ET AL COMPANY: 767 FIFTH AVE

004516/0299 PAGE 2

SERIAL NUMBER: 78292459 FILING DATE: 08/26/2003  
REGISTRATION NUMBER: 2973670 ISSUE DATE: 07/19/2005

MARK: SUPREMECORQ T-TOP  
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

SERIAL NUMBER: 75764598 FILING DATE: 07/29/1999  
REGISTRATION NUMBER: 2760430 ISSUE DATE: 09/02/2003

MARK:  
DRAWING TYPE: MISCELLANEOUS DESIGN

SERIAL NUMBER: 75764599 FILING DATE: 07/29/1999  
REGISTRATION NUMBER: 2647418 ISSUE DATE: 11/05/2002

MARK:  
DRAWING TYPE: MISCELLANEOUS DESIGN

SERIAL NUMBER: 74473627 FILING DATE: 12/21/1993  
REGISTRATION NUMBER: 1912552 ISSUE DATE: 08/15/1995

MARK:  
DRAWING TYPE: MISCELLANEOUS DESIGN

SERIAL NUMBER: 74473719 FILING DATE: 12/21/1993  
REGISTRATION NUMBER: 1920917 ISSUE DATE: 09/19/1995

MARK: SUPREMECORQ  
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS AND DESIGN

SERIAL NUMBER: 74473922 FILING DATE: 12/21/1993  
REGISTRATION NUMBER: 1912553 ISSUE DATE: 08/15/1995

MARK: SUPREMECORQ  
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

SERIAL NUMBER: 74473923 FILING DATE: 12/21/1993  
REGISTRATION NUMBER: 1920918 ISSUE DATE: 09/19/1995

MARK: SUPREMECORQ  
DRAWING TYPE: STYLIZED WORDS, LETTERS, OR NUMBERS

STEVEN POST, EXAMINER  
ASSIGNMENT SERVICES BRANCH  
PUBLIC RECORDS DIVISION

Vindra Richter  
Weil, Gotshal & Manges LLP  
767 Fifth Avenue  
New York, NY 10153

April 14, 2011

*BY FACSIMILE*  
1-571-273-0140  
United States Patent and Trademark Office  
P.O. Box 1450  
Alexandria, VA 22313  
Attention: Assignment Division

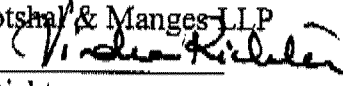
Re: Notice of Recordation of Trademark Assignment  
Reel/ Frame No. 004516/0299

Dear Sir/Madam,

Please note that the supporting release agreement filed on April 6, 2011 does not represent the parties as mentioned on the Notice of Recordation.

Please supplement the assignment record with the attached correct agreement (with Sovereign Bank).

If you have any questions, please contact me at 212-735-4559.

Respectfully submitted,  
Weil, Gotshal & Manges LLP  
By:   
Vindra Richter  
IP Specialist  
Tel: 212-735-4559  
Fax: 212-833-3610