

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	RELEASE BY SECURED PARTY

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Webster Business Credit		06/10/2010	CORPORATION: NEW YORK

**RECEIVING PARTY DATA**

<b>Name:</b>	Robert Lee Morris
<b>Street Address:</b>	233 Spring Street
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10013
<b>Entity Type:</b>	CORPORATION: NEW YORK

**PROPERTY NUMBERS Total: 7**

Property Type	Number	Word Mark
Registration Number:	1709927	RLM
Registration Number:	1647154	ROBERT LEE MORRIS
Registration Number:	1780323	ROBERT LEE MORRIS
Registration Number:	1813398	ROBERT LEE MORRIS
Registration Number:	2092323	RLM
Serial Number:	78965232	SUNGLOW
Registration Number:	0032514	

**CORRESPONDENCE DATA**

Fax Number: (212)308-9079  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 2125080427  
 Email: cdorman@phillipslytle.com  
 Correspondent Name: Christopher Dorman  
 Address Line 1: 437 Madison Avenue  
 Address Line 2: 34th Floor

**900191588**

**TRADEMARK  
 REEL: 004538 FRAME: 0778**

**OP \$190.00 1709927**

Address Line 4: New York, NEW YORK 10022

NAME OF SUBMITTER:

Christopher Dorman

Signature:

/Christopher Dorman/

Date:

05/11/2011

Total Attachments: 5

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**TERMINATION AND RELEASE OF  
TRADEMARK SECURITY AGREEMENT**

**THIS TERMINATION AND RELEASE OF TRADEMARK SECURITY AGREEMENT** (this "Agreement") dated as of June 10, 2010, is by Webster Business Credit Corporation, a New York corporation ("Webster") and ROBERT LEE MORRIS, INC. (formerly known as RLM Acquisition, Inc.) ("Grantor").

WHEREAS, the Grantor and Webster are parties to a certain Credit and Security Agreement dated as of November 9, 2006, as amended (the "Credit and Security Agreement"), pursuant to which Webster agreed to make certain loans and provide certain financial accommodations to the Grantor, as particularly set forth therein; and

WHEREAS, in order to partially secure the Grantor's obligations to Webster under the Credit and Security Agreement, the Grantor executed and delivered in favor of Webster that certain Trademark Security Agreement dated as of November 9, 2006 (the "Trademark Security Agreement"), pursuant to which the Grantor has collaterally assigned, granted and conveyed to Webster a security interest in and to the trademarks as more fully described on Exhibit A attached hereto and made a part hereof (the "Trademarks"); and

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office (the "USPTO") on December 20, 2006 at Reel 3447, Frame 912; and

WHEREAS, Grantor has requested that Webster execute and deliver this Agreement and Webster has agreed to do so.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants and agreements of the parties hereto, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Termination of Collateral Assignment. The Grantor and Webster hereby agree that the Trademark Security Agreement is hereby terminated and deemed of no further force or effect and that each party thereto shall have no further obligation thereunder, except for such obligations that expressly survive the termination of the Trademark Security Agreement.
2. Release of Security Interest. Webster hereby discharges and releases its security interest in the Property (as defined in the Trademark Security Agreement).
3. Recording with USPTO. Webster hereby authorizes the Grantor to file and record this Agreement with the USPTO.
4. Representations and Warranties. Each party hereto represents and warrants to the other party that (i) it has all requisite power and authority to enter into this Agreement, (ii) the execution, delivery and performance of this Agreement has been fully authorized by all necessary action on its part and does not violate any provision of any agreement, charter, order,

judgment or law to which it is a party or by which it or its properties is bound, and (iii) this Agreement constitutes the legal, valid and binding obligation of such party enforceable against it in accordance with its terms, except as may be limited by bankruptcy, insolvency and similar laws affecting the rights of creditors generally and by general principles of equity.

5. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York, without giving effect to the principles of conflicts of law.

6. Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

7. Counterparts. This Agreement may be executed in any number of counterparts each of which when so executed and delivered shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned have duly executed this Agreement as of the day and year first above written.

ROBERT LEE MORRIS, INC.  
(f/k/a RLM Acquisition, Inc.)

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

Name: Lester Friedlander  
Title: President

WEBSTER BUSINESS CREDIT  
CORPORATION

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

Name: JASPER E. ROSENBERG

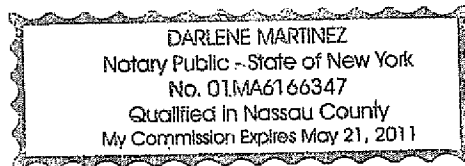
Title: VP

STATE OF NEW <sup>York</sup>JERSEY )  
COUNTY OF New York ) SS

I CERTIFY that on June 21, 2010, Lester Friedlander personally appeared before me, and that he acknowledged under oath, to my satisfaction, that:

- (a) he is the President of ROBERT LEE MORRIS, INC. (f/k/a RLM Acquisition, Inc.), the corporation named in the attached document;
- (b) he executed and delivered the attached document as the voluntary act and deed of such corporation, for the uses and purposes therein expressed; and
- (c) he was authorized by such corporation to execute and deliver the attached document on behalf of such corporation.

*Darlene Martinez*



STATE OF NEW YORK )  
COUNTY OF NEW YORK ) SS

I CERTIFY that on June 14<sup>th</sup>, 2010, Jason C. Rosenberg personally appeared before me, and that he/she acknowledged under oath, to my satisfaction, that:

- (a) he/she is a Vice President of Webster Business Credit Corporation, the corporation named in the attached document;
- (b) he/she executed and delivered the attached document as the voluntary act and deed of such corporation, for the uses and purposes therein expressed; and
- (c) he/she was authorized by such corporation to execute and deliver the attached document on behalf of such corporation.

*Joan H. Highland*

JOAN H. HIGHLAND  
Notary Public, State of New York  
No. 4984973  
Qualified in Putnam County  
Certificate filed in New York County  
Commission Expires August 5, 2013



**EXHIBIT A**

**REGISTERED TRADEMARKS  
ROBERT LEE MORRIS TRADEMARKS  
Live Trademarks as of October 2006**

Trademark	Registration/Application No.	Owner	LBL File No. and Deadlines in USPTO or Foreign Patent Offices	Country	Goods
RLM	Registration No. 1,709,927	Robert Lee Morris, Inc.	885.009 8/25/2012 Renewal Deadline	U.S.A.	Class 14— Jewelry
Robert Lee Morris	Registration No. 1,647,154	Robert Lee Morris, Inc.	885.010 6/11/2011 Renewal Deadline	U.S.A.	Class 3 - Perfume  Class 14- Jewelry, namely necklaces, bracelets, earrings, brooches, rings, pendants, cufflinks and pins, and keyrings made of brass and sterling silver.  Class 18— Handbags  Class 25 -Scarves and belts  Class 26 .Belt buckles.  Class 42— Retail jewelry store services.

ROBERT LEE MORRIS TRADEMARKS  
Live Trademarks as of October 2006

Trademark	Registration/Application No.	Owner	LBL File No. and Deadlines in USPTO or Foreign Patent Offices	Country	Goods
Robert Lee Morris	Registration No. 1,780,323	Robert Lee Morris, Inc.	885.023 7/6/2013 Renewal Deadline	U.S.A.	Class 21 Containers for cosmetics and toiletry articles, combs and brushes, placecard holders.
Robert Lee Morris	Registration No. 1,813,398	Robert Lee Morris, Inc.	885.024 12/28/2013 Renewal Deadline	U.S.A.	Class 20 Picture frames, wall sconces and flower holders Class 21 Vases, ashtrays, candy dishes, jewelry boxes
RLM	Registration No. 2,092,323	Robert Lee Morris, Inc.	885.061 8/26/2007 Renewal Deadline	U.S.A.	14—Jewelry
Sunglow	Application No. 78/965,232	Robert Lee Morris, Inc.	885.083 Pending	U.S.A.	Class 14—Jewelry
Robert Lee Morris	Registration No. 32,514	Robert Lee Morris, Inc.	885.010.044 8/26/2013 Renewal Deadline	Puerto Rico	Class 14—Jewelry