

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
American Capital, Ltd. (successor by merger to American Capital Financial Services, Inc.), as Administrative Agent		04/25/2011	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Arizona Mail Order Company, Inc.
Street Address:	3740 E. 34th Street
City:	Tucson
State/Country:	ARIZONA
Postal Code:	85713
Entity Type:	CORPORATION: DELAWARE

Name:	Bedford Fair Apparel, Inc.
Street Address:	3740 E. 34th Street
City:	Tucson
State/Country:	ARIZONA
Postal Code:	85713
Entity Type:	CORPORATION: DELAWARE

Name:	LM&B Catalog, Inc.
Street Address:	3740 E. 34th Street
City:	Tucson
State/Country:	ARIZONA
Postal Code:	85713
Entity Type:	CORPORATION: DELAWARE

Name:	Monterey Bay Clothing Company, Inc.
Street Address:	30 Tozer Road
City:	Beverly

CH \$40.00 3469545

State/Country:	MASSACHUSETTS
Postal Code:	01915
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	3469545	VICKI BLUE

CORRESPONDENCE DATA

Fax Number: (302)636-5454
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 800-927-9801 x2348
Email: jpaterso@cscinfo.com
Correspondent Name: Corporation Service Co.- J. Paterson
Address Line 1: 1090 Vermont Avenue NW, Suite 430
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	781677-30
NAME OF SUBMITTER:	Jean Paterson
Signature:	/jep/
Date:	05/25/2011

Total Attachments: 6
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Continuation of #2 Additional receiving parties

Bedford Fair Apparel, Inc.
3740 E. 34th Street
Tucson, AZ 85713
Delaware Corporation

LM&B Catalog, Inc.
3740 E. 34th Street
Tucson, AZ 85713
Delaware Corporation

Monterey Bay Clothing Company, Inc.
30 Tozer Road
Beverly, MA 01915
Delaware Corporation

RELEASE OF SECURITY INTEREST IN TRADEMARKS

THIS RELEASE OF SECURITY INTEREST IN TRADEMARKS (this "Release") is made as of April [23], 2011 ("Effective Date") by and between **American Capital, Ltd.** (successor by merger to American Capital Financial Services, Inc.), in its capacity as Administrative Agent (as defined in the Credit Agreement) ("Grantee"), and **Arizona Mail Order Company, Inc., Bedford Fair Apparel, Inc., LM&B Catalog, Inc. and Monterey Bay Clothing Company, Inc.** (collectively, "Grantor"). Capitalized terms used but not defined herein have the meanings given to such terms in the Security Agreement (as defined herein).

WHEREAS, pursuant to the terms and conditions of that certain Trademark Security Agreement ("Trademark Security Agreement") by and between Grantor and Grantee dated September 18, 2008, Grantor granted to Grantee a continuing security interest in and to the Trademarks (as defined in the Security Agreement), Goodwill (as defined in the Security Agreement) associated with such Trademarks, and all Proceeds (as defined in the Security Agreement) of any and all of the foregoing (other than Excluded Property), including, without limitation, those referred to on Schedule I hereto (collectively, the "Trademark Collateral").

WHEREAS, Grantor and Grantee entered into the Trademark Security Agreement pursuant to the terms and conditions of that certain Security Agreement by and between Grantor (each as a "New Pledgor" pursuant to the joinder agreement dated as of September 18, 2008) and Grantee dated as of April 30, 2007 (the "Security Agreement");

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office ("PTO") on March 24, 2009 at Reel/Frame 3961/0749; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantee hereby terminates the Trademark Security Agreement, and hereby terminates, cancels and releases any and all security interests it has against the Trademark Collateral.

Grantee represents and warrants that: (i) it has the full power and authority to execute this Release; and (ii) it has not assigned, transferred, restricted or otherwise encumbered any security interest it has against the Trademark Collateral.

Grantee shall, at Grantor's expense, take all further actions, and provide to Grantor, Grantor's successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by Grantor to more fully and effectively effectuate the purposes of this Release.

* * * * *

IN WITNESS WHEREOF, Grantee has caused this Release to be executed by its duly authorized representative as of the Effective Date.

American Capital, Ltd. (successor by merger to
American Capital Financial Services, Inc.), as
Administrative Agent

By: _____

Name: Gordon J. O'Brien

Title: President - Specialty Finance
and Operations

[Signature Page to Trademark Release]

TRADEMARK
REEL: 004548 FRAME: 0746

Schedule I

(attached hereto)