

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
Bank Leumi USA		06/01/2007	CORPORATION: NEW YORK
RECEIVING PARTY DATA			
Name:	I. Spiewak & Sons., Inc.		
Street Address:	469 Seventh Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10018		
Entity Type:	CORPORATION: NEW YORK		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3288854	SPIEWAK PERFORMANCE DUTY UNIFORMS	
CORRESPONDENCE DATA			
Fax Number:	(914)840-1234		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(914) 421-0500		
Email:	mail@levman.com		
Correspondent Name:	Howard F Mandelbaum		
Address Line 1:	222 Bloomingdale Road		
Address Line 2:	Suite 203		
Address Line 4:	White Plains, NEW YORK 10605		
ATTORNEY DOCKET NUMBER:	WARS0760US		
NAME OF SUBMITTER:	Howard F. Mandelbaum		
Signature:	/Howard F. Mandelbaum/		
Date:	07/12/2011		

OP \$40.00 3288854

Total Attachments: 5

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ERIC A. HALPERN
First Vice President
Middle Market Lending
Group Head

June 1, 2007

I. Spiewak & Sons, Inc.
469 Seventh Avenue
New York, NY 10018
Attn: Roy Spiewak, President

FCC, LLC, d/b/a First Capital
565 Fifth Avenue
New York, N.Y. 10017

Re: Payoff

Ladies and Gentlemen:

Reference is made to that certain Credit Agreement dated as of February 9, 2006 (the "Credit Agreement") between I. Spiewak & Sons, Inc. (the "Borrower") and Bank Leumi USA (the "Lender"). Capitalized terms used herein and not otherwise defined herein shall have the respective meanings set forth in the Credit Agreement.

The Lender and the Borrower hereby agree that upon payment in immediately available federal funds of the following amounts (i) \$5,067,663.34 (which amount includes all principal, interest, fees, penalties and other amounts owing by the Borrower to the Lender on the date hereof, the "Payoff Amount") and (ii) \$1,800.00 (which amount represents all outstanding legal fees and disbursements of Warshaw Burstein Cohen Schlesinger & Kuh, LLP ["WBCSK"]) on the date hereof by wire transfers to the Lender and to WBCSK to the accounts listed on Exhibit A hereto all of the Borrower's debts, liabilities and obligations, including, without limitation, the Obligations, to the Lender arising under the Credit Agreement and the other Loan Documents, shall have been paid in full, and Borrower shall be released from all liability therefor (except for any obligations which by their terms survive termination of the Loan Documents and as set forth below) and:

1. all of the Lender's liens on, and security interests in, all of the assets and properties of the Borrower and the Individual Guarantors arising under the Credit Agreement and the other Loan Documents shall terminate automatically and the Lender shall have no other lien, security interest, charge, encumbrance or other claim against the assets of the Borrower or the Individual Guarantors; and the Lender hereby authorizes the Borrower and the Individual Guarantors or any person authorized by the Borrower and the Individual Guarantors to prepare and file termination statements for any Uniform Commercial Code Financing Statements in any jurisdiction listing the Lender as a secured party and the Borrower or Individual Guarantors as ~~debtor~~ **LEUMI USA** any further action by the Lender; and the Lender also hereby agrees to promptly,

LEUMI USA
562 Fifth Avenue
New York, N.Y. 10036
212-626-1372
212-626-1329 fax
1527181 Halpern@leumiusa.com
Member FDIC

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REEL: 004580 FRAME: 0072

but in any event within three (3) business days after the date hereof, a) deliver to FCC, LLC (d/b/a First Capital), any of the Borrower's or Individual Guarantors' assets that the Lender is holding as Collateral, b) terminate any security interest in or any account control agreement in place with Merrill Lynch relating to the securities account owned by Michael Spiewak, and c) release any security interest in or account control agreement relating to any certificate of deposit owned by Roy Spiewak and transfer any such certificate of deposit to First Capital's name pursuant to such documents as Lender may reasonably request; and

2. the Credit Agreement and each of the other Loan Documents shall be terminated, except to the extent the provisions therein survive termination by the terms of such documents.

The Borrower and FCC, LLC (d/b/a First Capital) hereby jointly and severally agree by their respective execution of this Agreement, to indemnify and reimburse the Lender in full for the amount of all drafts presented under the Letter of Credit set forth on Exhibit B hereto (the "Letter of Credit") caused by the Lender to be issued for the account of the Borrower, plus the amount of any service charge or other expense related to any such Letter of Credit, *provided, however*, that Lender will not cause the Letter of Credit to be amended, renewed or extended beyond the current expiration date thereof.

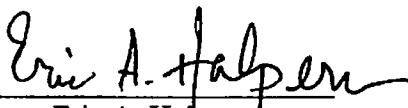
In the event that the all or any portion of the Payoff Amount is not received by the Lender by 3:00 p.m. Eastern Daylight Time on June 1, 2007, the per diem interest and charges shall accrue on the Payoff Amount (or such unpaid portion thereof) at the rate of \$1,423.61 per day.

In furtherance of the foregoing, the Lender hereby agrees, upon receipt of the Payoff Amount and from time to time thereafter, to execute and deliver any documents, at the Borrower's expense, as shall be reasonably requested by the Borrower to evidence such release and termination.

Please indicate agreement to the foregoing by signing in the space provided below. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed to be but one and the same agreement. Delivery by any party hereto of a signature page to this Agreement by facsimile shall be effective as delivery of a counterpart manually executed by such party of this Agreement. This Agreement shall be governed by the laws of the State of New York without giving effect to its choice of law principles.

Very truly yours,

BANK LEUMI USA

By: 
Name: Eric A. Halpern
Title: FVP

Agreed to and Accepted:

I. SPIEWAK & SONS, INC.

By: _____
Name: Roy Spiewak
Title: President

ROY SPIEWAK

MICHAEL SPIEWAK

FCC, LLC (d/b/a First Capital)

By: _____
Name:
Title:

Exhibit A

<u>Recipient</u>	<u>Amount</u>
Bank Leumi USA 562 Fifth Avenue New York, NY 10036 ABA: 026002794 Acct: 0125178301 For Credit to: I. Spiewak & Sons, Inc.	\$5,067,663.34
Warshaw Burstein Cohen Schlesinger & Kuh, LLP Operating Account c/o Bank Leumi USA 579 Fifth Avenue New York, NY 10017 Operating Account #3557925001 ABA #026-002 794 (known as Routing #) Attention: Iris Schechter (212) 626-1387	\$1,800.00

Exhibit B

Letter of Credit Ref. #	Issue Date	Letter of Credit Expiration Date	Amount	Beneficiary Name
S30000389	3/16/06	2/28/08	US\$100,000	rector 469 LLC and med 469 LLC

{533743;1}

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