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
Manufacturers Hanover Trust Company		05/17/1994	COMPANY: UNKNOWN

RECEIVING PARTY DATA

Name:	Sierra Designs Acquisition Corporation
Street Address:	600 Kellwood Parkway
City:	Chesterfield
State/Country:	MISSOURI
Postal Code:	63017
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	1034882	60/40 PARKA
Registration Number:	1086407	SIERRA DESIGNS
Registration Number:	1083585	SINCE 1986 THE ORIGINAL 60/40 PARKA SIERRA DESIGNS

OP $90.00 1034882

CORRESPONDENCE DATA

Fax Number: (314)576-3388
Phone: 3145763340
Email: courtney.jackson@kellwood.com
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Correspondent Name: Kellwood Company
Address Line 1: 600 Kellwood Parkway
Address Line 4: Chesterfield, MISSOURI 63017

NAME OF SUBMITTER:	M. Courtney Jackson
Signature:	/M. Courtney Jackson/

Date:	10/14/2011

Total Attachments: 7
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MUTUAL RELEASE BY AND AMONG
ODYSSEY HONG KONG AND PURCHASER

This MUTUAL RELEASE ("Release") is entered into as of May 17, 1994, by and between Odyssey International Limited, a Hong Kong corporation (in receivership and liquidation), acting by Matthew F. O'Driscoll, one of its receivers, pursuant to powers granted to him and David W. Mace (each a "Receiver" and collectively, the "Receivers"), in Clause 9 of a Debenture dated August 29, 1991, in favor of Manufacturer's Hanover Trust Company ("OIL"), on the one hand, and Sierra Designs Acquisition Corporation, a Delaware corporation ("Purchaser"), on the other hand, with respect to the facts and circumstances described below.

RECITALS:

A. Sierra Designs, a California corporation ("Seller"), Odyssey Holding Inc., as debtor in possession, a Delaware corporation ("Seller's Parent"), and Purchaser have entered into that certain Purchase and Sale Agreement dated as of April 11, 1994 (the "Purchase Agreement"), pursuant to which Seller has agreed to sell substantially all of its assets (the "Sierra Assets"), as more fully described in the Purchase Agreement, to Purchaser on the terms and conditions set forth in the Purchase Agreement. Capitalized terms used but not defined herein shall have the meanings assigned to such terms in the Purchase Agreement.

B. The Purchase Agreement requires, as a condition to the consummation of the transactions contemplated by the Purchase Agreement, that OIL provide a general release of Purchaser relating to the Sierra Assets and that the Purchaser provide a general release of OIL.

C. OIL and the Purchaser have determined to provide the releases referred to in Recital B pursuant to the terms of this Release.

AGREEMENT:

NOW, THEREFORE, in consideration of the matters set forth in the above Recitals, which are incorporated herein by reference, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Receipt of Purchase Agreement. OIL hereby acknowledges that it has received a copy of, and is familiar with, the terms of the Purchase Agreement.

2. No Objection to Purchase Agreement. OIL hereby represents that it has no objection to the purchase of the Sierra Assets by the Purchaser pursuant to the terms of the Purchase Agreement.

3. Release by OIL.

(a) OIL hereby acknowledges and agrees that effective automatically upon the closing of the purchase and sale of the Sierra Assets, but subject to paragraph 3(c) hereof, the Purchaser, its assets, its directors and officers, in their capacities as directors and officers of the Purchaser, and the Sierra Assets shall be released from and be free and clear of all liens, security interests, charges, encumbrances, co-ownerships, debts, claims, demands, rights, actions, causes of action, costs, fines, contempts, obligations, guaranties, losses, damages (including punitive damages) and liabilities of every character and description whether known or unknown, liquidated or unliquidated, discovered, discoverable or undiscoverable, fixed or contingent, suspected or unsuspected (collectively, the "Claims and Demands") asserted or assertible by or on behalf of or running to the benefit of, OIL or the Receivers (collectively, the "OIL Claims and Demands") all of which are hereby remised, released and discharged.

(b) This Release by OIL shall constitute a complete defense to any OIL Claim and Demand. Nothing in this Release shall be construed as, or shall be admissible in any legal action or proceeding as, an admission by Purchaser that any OIL Claim or Demand exists that is within the scope of the matters hereby released.

(c) Notwithstanding anything to the contrary contained herein, this Release by OIL shall be null and void in the event that Purchaser fails to make the payment, if any, required pursuant to the provisions of Sections 3.1 and 3.2(b) of the Purchase Agreement. In addition, and notwithstanding anything to the contrary contained herein, this Release shall not operate to release (i) Purchaser from any of its obligations under the Purchase Agreement or the Escrow Agreement or any document executed in connection therewith or any of its obligations under this Release or any of its obligations arising solely from conduct after the date of this Release, or (ii) any Insider or Affiliate (as such terms are defined in the Bankruptcy Code, 11 U.S.C. § 101 et seq) of Seller or Seller's Parent or any of the shareholders, officers, directors or employees of any such Insider or Affiliate.

4. Release by Purchaser.

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(a) Purchaser hereby acknowledges and agrees that effective immediately upon the closing of the purchase and sale of the Sierra Assets, but subject to paragraph 4(c) hereof, OIL, the Receivers, OIL's assets and its directors and officers, in their capacities as directors and officers of OIL, shall be released from and be free and clear of all Claims and Demands, asserted or assertible by or on behalf of or running to the benefit of, the Purchaser or any of its former, present and future employees, officers, directors, shareholders, affiliates, agents, attorneys, accountants, consultants and representatives, as of the closing of the purchase and sale of the Sierra Assets (collectively, the "Purchaser Claims and Demands"), all of which are hereby irrevocably and unconditionally remised, released and forever discharged.

(b) This Release by Purchaser shall constitute a complete defense to any Purchaser Claim and Demand. Nothing in this Release shall be construed as, or shall be admissible in any legal action or proceeding as, an admission by OIL that any Purchaser Claim or Demand exists that is within the scope of the matters hereby released.

(c) Notwithstanding anything to the contrary contained herein, nothing in this Release shall be construed as a release or waiver by Purchaser of its right to be indemnified by Seller and held harmless by Seller under or pursuant to the Purchase Agreement. Furthermore, and notwithstanding anything to the contrary contained herein, this Release shall not operate to release OIL from any of its obligations under the Purchase Agreement or the Escrow Agreement or any document executed in connection therewith or any of its obligations under this Release or any of its obligations arising solely from conduct after the date of this Release.

5. Release of Unknown Claims. OIL, on the one hand, and the Purchaser, on the other hand, hereby agree, represent, and warrant that the matters released herein by OIL and the Purchaser, respectively, are not limited to matters which are known or disclosed, and in connection with the subject matter of this Release, OIL and the Purchaser, respectively, hereby waive any and all rights and benefits which they now have or in the future may have conferred upon them by virtue of the provisions of Section 1542 of the Civil Code of the State of California, or any similar or comparable provision of law of any jurisdiction which may now exist or hereafter be enacted and which may be applicable to the subject matter of this Release. Said Section 1542 provides as follows:

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A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.

OIL, on the one hand, and the Purchaser, on the other hand, agree, represent and warrant that they intend to release, discharge and acquit, in the case of OIL, the Purchaser, and in the case of the Purchaser, OIL, from any unknown causes of action, claims, demands, debts, controversies, damages, costs, losses and expenses which in any way are set forth in or related to OIL Claims and Demands and the Purchaser Claims and Demands identified hereinabove.

6. The Receivers. Each Receiver shall incur no personal liability by virtue of this Release, nor in relation to any related matter or claim, howsoever, whenever or whatever arising and whether such claim be formulated in contract, tort or both or by reference to any other remedy or right and in whatever jurisdiction or forum. It is declared and acknowledged that in the negotiation, execution and delivery of this Release, the Receivers are and shall be agents of OIL, save only where by law such agency cannot arise or continue by reason of the winding up of OIL, and shall incur no personal liability by reason of their acting in that capacity. Each Receiver is a party to this Release only for the purpose of receiving the benefit of this declaration and the benefit of any exclusion of liability in its favor contained herein.

7. No Assignment. OIL and the Purchaser represent and warrant that they have not assigned any claims released by them herein to any other person or entity.

8. Governing Law. This Release shall be governed by and interpreted in accordance with the laws of the State of California, except to the extent, if any, that the laws of any other jurisdiction (foreign or domestic) would give a more expansive scope to the releases herein given, in which case the laws of such other jurisdictions would apply.

9. Authority/Binding Obligations. OIL and the Purchaser expressly represent and warrant: (a) that they are duly authorized and empowered to enter into this Release and perform and observe their agreements and obligations herein, and (b) that they are fully, unconditionally and irrevocably bound by the provisions hereof.

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10. Further Assurances. OIL agrees to execute and deliver to the Purchaser, and the Purchaser agrees to execute and deliver to OIL, all such other and additional instruments, releases and documents, and to do all such other acts and things, as the Purchaser, on the one hand, or OIL, on the other hand, may reasonably deem necessary to more fully carry out the releases and agreements contained herein.

11. No Other Agreements. This Release embodies the entire agreement of the parties hereto relating to the subject matter hereof, and there are no other agreements or understandings relating to this matter other than as stated in this Release and the Purchase Agreement. This Release supersedes all prior negotiations, discussions, understandings and agreements relating to the subject matter of this Release. The parties hereto acknowledge that this Release is fully integrated and not in need of parol evidence in order to reflect the intentions of the parties, that the parties intend the literal words of this Release to govern the transactions described herein, and for all prior negotiations, drafts and other extraneous communication to have no significance or evidentiary effect whatsoever.

12. Headings. The section headings in this Release are included herein for convenience of reference only, and shall not constitute a part of this Release for any other purpose.

13. No Waiver. This Release may not be modified, amended, terminated, or waived except by a writing signed by the parties hereto. No course of conduct shall have the effect of modifying, amending, terminating or waiving the terms of this Release absent a writing signed by the parties hereto.

14. Execution in Counterparts. This Release may be executed in any number of counterparts and by different parties hereto or thereto in separate counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which counterparts taken together shall constitute but one and the same instrument.

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IN WITNESS WHEREOF, this Release has been entered into by the undersigned as of the day and year first written above.

OIL:

ODYSSEY INTERNATIONAL LIMITED, a Hong Kong corporation (in receivership and liquidation) acting by Matthew F. O'Driscoll, one of its receivers pursuant to powers granted to him and David W. Mace in Clause 9 of a Debenture dated August 29, 1991, in favor of Manufacturer's Hanover Trust Company:

for and on behalf of Odyssey International Limited (in receivership and liquidation) acting by its receivers:

By: _____
Matthew F. O'Driscoll, Receiver

PURCHASER:

SIERRA DESIGNS ACQUISITION CORPORATION

By: _____
Name:
Title:

TRADEMARK
REEL: 004642 FRAME: 0390

IN WITNESS WHEREOF, this Release has been entered into by the undersigned as of the day and year first written above.

OIL:

ODYSSEY INTERNATIONAL LIMITED, a Hong Kong corporation (in receivership and liquidation) acting by Matthew F. O'Driscoll, one of its receivers pursuant to powers granted to him and David W. Mace in Clause 9 of a Debenture dated August 29, 1991, in favor of Manufacturer's Hanover Trust Company:

By:_____
Matthew F. O'Driscoll, Receiver

PURCHASER:

SIERRA DESIGNS ACQUISITION CORPORATION

By:_____
Name: George J. Graham Jr
Title: President

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TRADEMARK
RECORDED: 10/14/2011
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