

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		Notice of Release of Security Interest in Trademark Rights	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
J.P. Morgan Europe Limited		10/31/2011	COMPANY: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	Mexx Europe B.V.		
Street Address:	Johan Huizingalaan 400		
Internal Address:	1066 JS		
City:	Amsterdam		
State/Country:	NETHERLANDS		
Entity Type:	Private Company with Limited Liability: NETHERLANDS		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	3064232	MEXX	
Registration Number:	3127245	MEXX	
Registration Number:	1472187	MEXX	
Registration Number:	1635452	MEXX	
Registration Number:	3121088	MEXX	
Registration Number:	3213836	MEXX	
CORRESPONDENCE DATA			
Fax Number:	(212)492-0754		
Email:	ashevell@paulweiss.com, aashville@paulweiss.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Adam Shevell		
Address Line 1:	1285 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10019-6064		
ATTORNEY DOCKET NUMBER:	15325-030		

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DOMESTIC REPRESENTATIVE

Name:

Address Line 1:

Address Line 2:

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:	Adam Shevell
Signature:	/A. Shevell/
Date:	11/01/2011

Total Attachments: 4

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NOTICE OF RELEASE OF
SECURITY INTEREST IN TRADEMARK RIGHTS

This NOTICE OF RELEASE OF SECURITY INTEREST IN TRADEMARK RIGHTS (this "Release"), effective as of October 31, 2011 is made by J.P. Morgan Europe Limited, as European collateral agent (the "European Collateral Agent"), in favor of Mexx Europe B.V., a private company with limited liability organized under the laws of the Netherlands (the "Company"), pursuant to that certain Second Amended and Restated Credit Agreement dated as of May 6, 2010 (as amended by the First Amendment and Consent, dated as of March 25, 2011, the Second Amendment, dated as of May 19, 2011 and the Third Amendment and Consent, dated as of September 21, 2011), and as the same may be further amended or modified from time to time, the "Credit Agreement") among the Borrowers party thereto, the Company, the other Loan Parties from time to time party thereto, the European Collateral Agent, the Lenders from time to time party thereto and the other agents party thereto.

W I T N E S S E T H:

WHEREAS, in connection with the Credit Agreement, the Company executed and delivered a Deed of Pledge of Intellectual Property Rights, dated as of January 13, 2009, as supplemented by means of a Supplemental Deed of Pledge of Intellectual Property Rights, dated as of 11 February, 2011, in favor of the European Collateral Agent (as further amended, restated, supplemented or otherwise modified from time to time, the "European Security Agreement") and a Grant of Security Interest in Trademark Rights, dated as of January 12, 2009, in favor of the European Collateral Agent (as amended, restated, supplemented or otherwise modified from time to time, the "Grant of Security Interest");

WHEREAS, pursuant to the European Security Agreement and the Grant of Security Interest, the Company pledged and granted to the European Collateral Agent for the benefit of the European Collateral Agent and the Secured Parties a continuing security interest in all of its intellectual property, including the trademarks and trademark applications set forth on Schedule A attached hereto (the "Released Trademarks");

WHEREAS, the European Collateral Agent recorded its security interest in the Released Trademarks under the Grant of Security Interest in the Trademark Division of the United States Patent and Trademark Office on February 20, 2009, at Reel 003939, Frame 0397;

WHEREAS, the Company has requested that the European Collateral Agent release any and all right, title and interest it may have in the Released Trademarks pursuant to the European Security Agreement, the Grant of Security Interest and the Credit Agreement, and the European Collateral Agent has agreed to do so; and

WHEREAS, the European Collateral Agent has duly authorized the execution, delivery and performance of this Release.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the European Collateral Agent agrees, for the benefit of the Company, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Release, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and European Security Agreement, as applicable (it being understood that, in the event of any conflict, such terms shall have the meanings provided or provided by reference in the European Security Agreement).

SECTION 2. Release of Security Interest. The European Collateral Agent does hereby release, relinquish and discharge its security interest and any other rights in, to and under the Released Trademarks and all right, title and interest of the Company in the Released Trademarks are hereby reassigned to the Company.

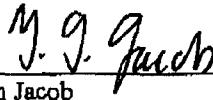
SECTION 3. Purpose. This Release has been executed and delivered by the European Collateral Agent for the purpose of recording this Release with the United States Patent and Trademark Office. This Release has been granted to the Company in connection with the European Security Agreement and is expressly subject to the terms and conditions thereof. The European Security Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Counterparts. This Release may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

[Signatures Follow On Next Page.]

IN WITNESS WHEREOF, the European Collateral Agent has caused this Release to be duly executed and delivered by its officer thereunto duly authorized as of the date set forth above.

J.P. MORGAN EUROPE LIMITED
as European Collateral Agent for the Secured
Parties

By: 
Name: Tim Jacob
Title: Senior Vice President

[Mexx IP Release]

SCHEDULE A

U.S. Trademark Registrations and Applications

Mark Name	Current Owner	App. No.	App. Date	Reg. No.	Reg. Date
MEXX (stylized)	Mexx Europe B.V.	78194642	12/15/2002	3064232	2/28/2006
MEXX (stylized)	Mexx Europe B.V.	76352905	12/24/2001	3127245	8/8/2006
MEXX (stylized)	Mexx Europe B.V.	73584604	2/21/1986	1472187	1/12/1988
MEXX	Mexx Europe B.V.	73823771	9/6/1989	1635452	2/19/1991
MEXX	Mexx Europe B.V.	76352902	12/24/2001	3121088	7/25/2006
MEXX	Mexx Europe B.V.	78194511	12/13/2002	3213836	2/27/2007