900232225 08/29/2012

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
Sovereign Bank, NA		08/27/2012	CORPORATION: NEW JERSEY

RECEIVING PARTY DATA

Name:	Biflex Intimates Group, LLC	
Street Address:	575 Route 28	
City:	Raritan	
State/Country:	NEW JERSEY	
Postal Code:	10016	
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE	

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	3196285	DREAM FIT
Registration Number:	0422786	BIFLEX

CORRESPONDENCE DATA

Fax Number: 9087257088

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US

Mail.

Phone: 9087225640

Email: officeactions@br-tmlaw.com

Correspondent Name: Stephen L. Baker Address Line 1: 575 Route 28

Address Line 4: Raritan, NEW JERSEY 08869

NAME OF SUBMITTER:	Stephen L. Baker
Signature:	/Stephen L. Baker/
Date:	08/29/2012

Total Attachments: 3

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TRADEMARK REEL: 004852 FRAME: 0492

TERMINATION, RELEASE AND REASSIGNMENT OF SECURITY INTERESTS IN TRADEMARKS

THIS TERMINATION, RELEASE AND REASSIGNMENT OF SECURITY INTERESTS IN TRADEMARKS ("Release") made as of the <u>27</u> day of August, 2012 by Sovereign Bank, NA, dba Sovereign Bank, a nationally chartered bank with offices at 101 Wood Avenue South, 6th Floor, Iselin, NJ 08830-1335 ("SOVEREIGN"), and Biflex Intimates Group, LLC, a Delaware limited liability company, with offices at 6th Floor, 180 Madison, Avenue New York, NY 10016 ("BIFLEX").

WITNESSETH

WHEREAS, SOVEREIGN and BIFLEX entered into a certain Trademark Security Agreement dated as of January 27, 2006 (the "Agreement"), by which BIFLEX granted to SOVEREIGN as Agent, a lien on and continuing security interest in, among other things, the Marks (as such term is defined in the Agreement and as set forth below), as security for, among other things, the payment and performance in full of the Secured Obligations (as such term is defined in the Agreement);

WHEREAS, the Agreement was recorded in the United States Patent and Trademark Office (the "PTO") on February 2, 2006, at Reel 3239, Frame 0001.

WHEREAS, BIFLEX has requested that SOVEREIGN terminate and release its security interest in and lien on the BIFLEX Marks, among other things as described below, and reassign the same to BIFLEX:

NOW THERFORE, in consideration of the premises and for other good and valuable consideration, the receipt of which are hereby acknowledged, it is agreed as follows:

1. SOVEREIGN does hereby release and terminate all liens and security interests in all the following properties of BIFLEX which were granted, bargained, sold, transferred, assigned, mortgaged and pledged to SOVEREIGN as collateral security for the Secured Obligations under and pursuant to the Agreement, and SOVEREIGN hereby without recourse and without representation or warranty of any kind, assigns, sells, conveys, grants, sets over, transfers and releases to BIFLEX any other and all of SOVEREIGN's right, title and interest, if any, in and to the following, purportedly owned by BIFLEX whether at the time of said grant, assignment, mortgage and pledge under and pursuant to the Agreement or thereafter acquired:

"All trademark applications, trademarks (whether registered, unregistered or for which any application to register has been filed), service marks applications, service marks (whether registered, unregistered or for which any application to register has been filed), and tradenames of BIFLEX, including but not limited to the marks listed in Schedule A, including without limitation, all renewals thereof and all proceeds thereof (such as, by way of example, but not limited to, license

TRADEMARK
REEL: 004852 FRAME: 0493

royalties and proceeds of infringement suits), the right to sue for past, present, or future infringements, all rights owned by Biflex corresponding thereto throughout the world (all of the foregoing are collectively referred to herein as the "Marks"), together with the goodwill of the business symbolized by each Mark and the registrations (if any) thereof."

- 2. The parties hereto, SOVEREIGN and BIFLEX, do hereby cancel and terminate the Agreement and all rights and obligations of the parties thereunder.
- 3. The parties hereto agree that, at any time and from time to time upon the written request of the other party, each party will execute and deliver such further documents and do such further acts and things as may be reasonably requested by the other party in order to effect the purposes of this Release.
- 4. The Release has been executed and delivered in, and shall be governed by and construed in accordance with the laws of the State of New Jersey.

IN WITNESS WEREOF, the undersigned has caused this Release to be duly executed and delivered by a duly authorized officer on the day and year first above written.

Sovereign Bank, NA. By Sta Conlor Ita Conlon SVP

On this 27 day of August, 2012, before me personally came I Cowlow, to me known, who being by me duly sworn, did depose and say that he is the Ser U.P. of Sovereign Bank, NA.; the corporation described in and which executed the above instrument; that (s) he has been authorized to execute said instrument on behalf of said corporation; and that (s)he signed said instrument on behalf of said corporation pursuant to said authority.

WINESS WHEREOF, Thereto set my hand and official seal.

Notary Public

MARIA MANEIRO NOTARY PUBLIC OF NEW JERSEY MY COMMISSION EXPIRES JUNE 15, 2014

SCHEDULE A

ermination, Release And Reassignment Of Security Interests In Trademarks
From Sovereign Bank, NA to Biffex Intimates Group LLC

TRADEMARK

U.S. REGISTRATION NO.

DREAM FIT

3196285

BIFLEX

0422786

TRADEMARK

CANADIAN REGISTRATION NO

BIFLEX

105710

TRADEMARK REEL: 004852 FRAME: 0495

RECORDED: 08/29/2012