

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM321111

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Release of Intellectual Property Security Interest recorded at Reel 003781/Frame 0212, as Collateral Agent

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Wells Fargo Bank, National Association, successor by merger to Wells Fargo Finance, LLC		09/16/2014	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	S&K Famous Brands, Inc.
Street Address:	11100 West Broad Street
City:	Glen Allen
State/Country:	VIRGINIA
Postal Code:	23060
Entity Type:	CORPORATION: VIRGINIA

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	1348160	KILBURN & FINCH
Registration Number:	1433036	CAMBRIDGE BAY
Registration Number:	1724782	TAILORS ROW
Registration Number:	2096201	S&K FAMOUS BRANDS
Registration Number:	1875326	TAILORS ROW
Registration Number:	2056065	ROBERTO VILLINI
Registration Number:	2274160	S&K AMERICA'S SUIT STORE
Registration Number:	3228977	S&K

CORRESPONDENCE DATA

Fax Number: 2123183400

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 1 512 536 3040

Email: nyipdocket@nortonrosefulbright.com

Correspondent Name: Richard J. Groos, Brandon M. Ress

Address Line 1: Fulbright & Jaworski LLP

Address Line 2: 98 San Jacinto Boulevard, Suite 1100

Address Line 4: Austin, TEXAS 78701-4255

TRADEMARK

ATTORNEY DOCKET NUMBER:	11201466
NAME OF SUBMITTER:	Brandon M. Ress
SIGNATURE:	/Brandon M. Ress/
DATE SIGNED:	10/24/2014
Total Attachments: 4 source=Release of Intellectual Property Security Interest recorded at Reel 003781 Frame 0212#page1.tif source=Release of Intellectual Property Security Interest recorded at Reel 003781 Frame 0212#page2.tif source=Release of Intellectual Property Security Interest recorded at Reel 003781 Frame 0212#page3.tif source=Release of Intellectual Property Security Interest recorded at Reel 003781 Frame 0212#page4.tif	

RELEASE OF INTELLECTUAL PROPERTY SECURITY INTEREST

This RELEASE OF INTELLECTUAL PROPERTY SECURITY INTEREST ("Release"), is made and effective as of September 16, 2014 and granted by WELLS FARGO BANK, NATIONAL ASSOCIATION, successor by merger to Wells Fargo Retail Finance, LLC (the "Collateral Agent"), as collateral agent for the secured parties under the Credit Agreement referred to below (the "Secured Parties"), in favor of S&K FAMOUS BRANDS, INC., a Virginia corporation, and its successors, legal representatives and assignees (the "Grantor").

WHEREAS, the Grantor entered into a Credit Agreement dated as of April 30, 2008 (the "Loan Agreement"), with the Collateral Agent and the lenders party thereto;

WHEREAS, in connection with the Loan Agreement, the Grantor executed and delivered to the Collateral Agent (i) that certain Security Agreement dated as of April 30, 2008, made by and among the Grantor and the Collateral Agent (the "Master Security Agreement") and (ii) Intellectual Property Security Agreement, dated as of April 30, 2008 (the "IP Security Agreement" and, together with the Master Security Agreement, the "Security Agreements");

WHEREAS, pursuant the Security Agreements, the Grantor pledged and granted to the Collateral Agent for the ratable benefit of the Secured Parties a security interest in and to all of the right, title and interest of such Grantor in, to and under the Trademark Collateral (as defined below);

WHEREAS, the IP Security Agreement was recorded at the United States Patent and Trademark Office at Reel 003781/Frame 0212 on May 21, 2008; and

WHEREAS, the Grantor has requested that the Collateral Agent enter into this Release in order to accomplish and evidence the release of any and all right, title and interest the Collateral Agent and the Secured Parties may have in the Trademark Collateral pursuant to the Security Agreements.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Collateral Agent hereby states as follows:

1. Definition. The term "Trademark Collateral", as used herein, shall mean all of Grantor's right, title and interest of every kind and nature as of the date hereof in the following (collectively, the "Trademark Collateral"):

(a) any and all trademarks, service marks, trade names, brand names, logos, trade dress, design rights and other similar designations of source, sponsorship, association or origin, whether registered or unregistered, including the trademark registrations and applications set forth in Schedule 1 hereto, together with the goodwill connected with the use of and symbolized thereby and all extensions and renewals thereof ("Trademarks");

(b) any and all license and other agreements in which the Grantor directly or indirectly has granted or is granted a license or other right, whether exclusive or non-exclusive, (i) to use or develop any Trademarks, (ii) to receive royalties, revenues, income or other payment related to any Trademarks, or (iii) to exercise any other right with respect to with respect to any Trademarks;

(c) all rights of any kind whatsoever of the Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(d) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(e) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Release of Security Interest. Collateral Agent, on behalf of itself and the Secured Parties, their successors, legal representatives and assigns, hereby confirms the release of, and hereby releases, terminates and discharges, its security interest granted under the Security Agreements in the Trademark Collateral, and any and all other right, title and interest in and to the Trademark Collateral it may have pursuant to the Security Agreements.

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

WELLS FARGO BANK,
NATIONAL ASSOCIATION,
successor by merger to Wells Fargo
Retail Finance, LLC,
as Collateral Agent

By: *LSM*

Name: *Lynn S Whitmore*

Title: *Managing Director*

Address for Notices:

One Boston Pl

19th Fl

Boston, MA

02108

TRADEMARK

REEL: 005387 FRAME: 0238

SCHEDULE 1

TRADEMARK REGISTRATIONS AND APPLICATIONS

Registration #: 1348160 – KILBURN & FINCH
Registration #: 1433036 – CAMBRIDGE BAY
Registration #: 1724782 – TAILORS ROW
Registration #: 2096201 – S&K FAMOUS BRANDS
Registration #: 1875326 – TAILORS ROW
Registration #: 2056065 – ROBERTO VILLINI
Registration #: 2274160 – S&K AMERICA'S SUIT STORE
Registration #: 3228977 – S&K