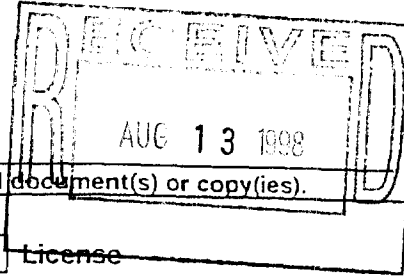


08-17-1998



100801248

RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY



8-13-98

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)  
Document ID # \_\_\_\_\_
- Correction of PTO Error  
Reel # \_\_\_\_\_ Frame # \_\_\_\_\_
- Corrective Document  
Reel # \_\_\_\_\_ Frame # \_\_\_\_\_

Conveyance Type

- Assignment
- License
- Security Agreement
- Nunc Pro Tunc Assignment  
Effective Date  
Month Day Year  
\_\_\_\_\_
- Merger
- Change of Name
- Other Release and Assignment

Conveying Party

Mark if additional names of conveying parties attached

Name Foothill Capital Cororation

Execution Date  
Month Day Year  
07 20 1998

Formerly \_\_\_\_\_

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association

Other \_\_\_\_\_

Citizenship/State of Incorporation/Organization California

Receiving Party

Mark if additional names of receiving parties attached

Name The Lovable Company

DBA/AKA/TA \_\_\_\_\_

Composed of \_\_\_\_\_

Address (line 1) 2121 Peachtree Industrial Blvd.

Address (line 2) \_\_\_\_\_

Address (line 3) Buford Georgia 30518

- Individual
- General Partnership
- Limited Partnership

- Corporation
- Association

Other \_\_\_\_\_

Citizenship/State of Incorporation/Organization Georgia

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

08/17/1998 DNGUYEN 00000021 651408

FOR OFFICE USE ONLY

01 FC:481 40.00 OP  
02 FC:482 1775.00 OP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:  
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK  
REEL: 1797 FRAME: 0275

**Domestic Representative Name and Address**

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Correspondent Name and Address**

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Pages**

Enter the total number of pages of the attached conveyance document including any attachments.

#

**Trademark Application Number(s) or Registration Number(s)**

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

**Trademark Application Number(s)**

**Registration Number(s)**

<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

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<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

**Number of Properties**

Enter the total number of properties involved.

#

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

No

**Statement and Signature**

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Michelle L. Blackmon

Name of Person Signing

*Michelle L. Blackmon*

Signature

8/10/98

Date Signed

**LOVABLE U.S. TRADEMARKS STATUS REPORT**  
October 8, 1997

Mark	Filing Date	Serial No	Reg. No.	Reg. Date	Status	Renewal Due	File No
ADD-VANTAGE	8/5/53	651,408	589,197	4/27/54	Registered	4/27/2004	12551-8133
ANCHORS-A-WAIST	4/17/64	191,419	783,713	1/19/65	Registered	1/19/2005	12551-8215
BARE MINIMUM	5/27/96	813,483			Filed		12551-8372CA
BONITA	2/18/94	492,194	1,919,849	9/19/95	Registered	9/19/2005	12551-8348
BURN RUBBER, NOT BRAS	4/18/96	75090358			Published		12551-8367
CALL ME CAMI	5/26/93	394,951	1,821,458	2/15/94	Registered	2/15/2004	12551-8339
CELEBRITY BY LOVABLE	6/22/83	431,368	1,292,401	8/28/84	Registered	8/28/2004	12551-8072
COTTON, NATURALLY	4/20/83	422,383	1,282,607	6/19/84	Registered	6/19/2004	12551-8184
CURVES AHEAD	9/10/80	277,344	1,181,221	12/8/81	Registered	12/8/2001	12551-8225

**LOVABLE U.S. TRADEMARKS STATUS REPORT**  
October 8, 1997

Mark	Filing Date	Serial No	Reg. No.	Reg. Date	Status	Renewal Due	File No
CURVES AHEAD	8/17/95	716,971	2,063,958	5/20/97	Registered	5/20/2007	12551-8360
CURVES CREATOR	8/17/95	716,972	2,034,527	1/28/97	Registered	1/28/2007	12551-8361
DIRECTIONS	2/10/93	357,606	1,831,396	4/19/94	Registered	4/19/2004	12551-8336
DREAM MAKER	4/21/94	516,055	1,940,523	12/12/95	Registered	12/12/2005	12551-8353
FIRST CLASS	11/23/81	338,660	1,225,155	1/25/83	Registered	1/25/2003	12551-8226
FLOWER MARKET	11/7/86	631,523	1,449,838	7/28/87	Registered	7/28/2007	12551-8239
FULL 'N PRETTY	11/3/77	147,061	1,098,883	8/8/78	Registered	8/8/98	12551-8160
GRAND ENTRANCE	12/9/85	572,319	1,400,468	7/8/86	Registered	7/8/2006	12551-8234
HEART & CHECK LOGO	1/14/97	75/225,48 <sub>7</sub>			Allowed - To Be Published		12551-8373

**LOVABLE U.S. TRADEMARKS STATUS REPORT**  
October 8, 1997

Mark	Filing Date	Serial No	Reg. No.	Reg. Date	Status	Renewal Due	File No
HEART'S DELIGHT	8/8/61	125,610	736,092	8/14/62	Registered	8/14/2002	12551-8092
HERE AND NOW	10/19/87	690,606	1,493,248	6/21/88	Registered	6/21/2008	12551-8324
HIDDEN CROSS	3/16/81	301,327	1,196,315	5/25/82	Registered	5/25/2002	12551-8151
HIP MEISTER	8/17/95	716,974	2,037,906	2/11/97	Registered	2/11/2007	12551-8363
INCREDIBRA	5/5/94	520,278	1,948,037	1/16/96	Registered	1/16/2006	12551-8352
INNOCENTS	12/9/85	572,260	1,402,282	7/22/86	Registered	7/22/2006	12551-8235
INSTANT CLEAVAGE					Being Prepared		12551-8354
IT'S THE ICING ON YOUR BIRTHDAY SUIT	10/26/93	451,080			Pending		12551-8344
LACE FACE	7/3/80	268,882	1,180,327	12/1/81	Registered	12/1/2001	12551-8123

**LOVABLE U.S. TRADEMARKS STATUS REPORT**  
October 8, 1997

Mark	Filing Date	Serial No	Reg. No.	Reg. Date	Status	Renewal Due	File No
LACE PARFAIT	9/22/77	142,123	1,115,326	3/20/79	Registered	3/20/99	12551-8121
LACE-EVER-AFTER	7/24/85	549,799	1,411,382	9/30/86	Registered	9/30/2006	12551-8125
LACE-EVER-AFTER (Stylized)	2/10/93	357,609	1,795,109	9/28/93	Registered	9/28/99	12551-8333
LOVABLE	1/26/40	427,898	378,181	5/28/40	Registered	5/28/2000	12551-8010
LOVABLE	8/19/47	531,813	500,299	5/11/48	Registered	5/11/2008	12551-8011
LOVABLE	2/24/56	3,297	636,849	11/6/56	Registered	11/6/96	12551-8012
LOVABLE	11/30/66	259,695	832,979	8/1/67	Registered	8/1/2007	12551-8013
LOVABLE	11/15/71	407,691	947,645	11/21/72	Registered	11/21/2002	12551-8014
LOVABLE	2/17/93	359,938	1,848,241	8/2/94	Registered	8/2/2004	12551-8338

**LOVABLE U.S. TRADEMARKS STATUS REPORT**  
**October 8, 1997**

Mark	Filing Date	Serial No	Reg. No.	Reg. Date	Status	Renewal Due	File No
LOVABLE	1/26/40	427,898	378,181	5/28/40	Registered	5/28/2000	12551-8020
LOVABLE "BARE MINIMUM"	8/26/58	57,912	679,667	6/2/59	Registered	6/2/99	12551-8019
LOVABLE & HEART DESIGN	2/10/93	357,608	1,793,746	9/21/93	Registered	9/21/99	12551-8335
LOVABLE & Heart Design - For Perfumes			686,048	9/29/59	Registered	9/29/99	12551-8017
LOVABLE MONEY SAVERS	12/12/80	289,461	1,187,813	1/26/82	Registered	1/26/2002	12551-8045
LOVABLE PRICE SAVERS	1/27/75	42,787	1,036,853	3/30/76	Registered/Renewed	3/30/2006	12551-8034
LOVABLE TRENDSETTERS	12/12/80	289,462	1,210,592	9/28/82	Registered	9/28/2002	12551-8060
LOVE AFFAIR	12/2/93	466,036			Pending		12551-8346
LOVE BIRD	5/19/65	219,221	806,011	3/22/66	Registered	3/22/2006	12551-8046

**LOVABLE U.S. TRADEMARKS STATUS REPORT**  
 October 8, 1997

Mark	Filing Date	Serial No	Reg. No.	Reg. Date	Status	Renewal Due	File No
LOVE LACE	5/19/65	219,222	814,550	9/6/66	Registered	9/6/2006	12551-8041
LOVEWEAR	2/10/70	350,999	902,243	11/10/70	Registered	11/10/2000	12551-8043
LUMINESQUE	2/10/93	357,607	1,793,745	9/21/93	Registered	9/21/99	12551-8337
MAGIC RING	4/21/94	516,056	1,978,787	6/4/96	Registered	6/4/2006	12551-8351
MISS LOVABLE	11/24/58	63,082	688,024	11/10/59	Registered	11/10/99	12551-8018
PATTERN PRETTY	7/3/80	268,964	1,176,336	11/3/81	Registered	11/3/2001	12551-8162
PERFECT TUMMY	8/17/95	716,975	2,034,528	1/28/97	Registered	1/28/2007	12551-8364
PERFECT TUSHY	11/21/95	75023052	2,056,331	4/22/97	Registered	4/22/2007	12551-8365
PRETTY-ACTIVE	5/24/79	217,050	1,152,507	4/28/81	Registered	4/28/2001	12551-8161



**LOVABLE U.S. TRADEMARKS STATUS REPORT**  
October 8, 1997

Mark	Filing Date	Serial No	Reg. No.	Reg. Date	Status	Renewal Due	File No
RUMOURS	1/6/94	476,808	1,927,057	10/17/95	Registered	10/17/2005	12551-8347
SATINESQUE	10/26/93	451,081	1,991,563	8/6/96	Registered	8/6/2006	12551-8341
SECRET CROSS	12/1/80	288,147	1,186,902	1/19/82	Registered	1/19/2002	12551-8150
SECRET HEART	8/8/61	125,611	735,387	7/31/62	Registered	7/31/2002	12551-8093
SHINE-ON-SHINE	3/24/80	255,440	1,176,319	11/3/81	Registered	11/3/2001	12551-8224
SKIN ON SKIN	2/19/88	712,071			Pending		12551-8325
SM - LOVABLE & Heart Logo	6/4/96	75113792	2,061,279	5/13/97	Registered	5/13/2007	12551-8371
SMOOTH CURVES	8/17/95	716,970	2,034,526	1/28/97	Registered	1/28/2007	12551-8359
STARLIGHTS	12/4/92	337,056	1,962,608	3/19/96	Registered	3/19/2006	12551-8334

**LOVABLE U.S. TRADEMARKS STATUS REPORT**  
October 8, 1997

Mark	Filing Date	Serial No	Reg. No.	Reg. Date	Status	Renewal Due	File No
STAY PUT	1/29/87	642,007	1,462,923	10/27/87	Registered	10/27/2007	12551-8240
SUDDEN COMFORT	2/24/61	114,331	725,670	12/26/61	Registered	12/26/2001	12551-8171
SWEETHEART	8/8/61	125,609	786,445	3/9/65	Registered	3/9/2005	12551-8081
THIGH REFORMER	8/17/95	716,973	2,039,501	2/18/97	Registered	2/18/2007	12551-8362
TOTAL COMFORT	4/12/67	268,966	851,229	6/18/68	Registered	6/18/2008	12551-8172
TRENDSETTERS	8/23/83	440,679	1,297,767	9/25/84	Registered	9/25/2004	12551-8061
VELVET LACE	10/2/89	829,376	1,626,059	12/4/90	Registered	12/4/2000	12551-8329
WAIST NOT	8/17/95	716,968			Allowed-Statement of Use Due		12551-8357
WHAT FUN	5/9/78	169,736	1,110,981	1/9/79	Registered	1/9/99	12551-8222

**LOVABLE U.S. TRADEMARKS STATUS REPORT**  
October 8, 1997

Mark	Filing Date	Serial No	Reg. No.	Reg. Date	Status	Renewal Due	File No
YOUR CHOICE	5/21/87	662,161	1,485,342	4/19/88	Registered	4/19/2008	12551-8210

**RELEASE AND ASSIGNMENT OF  
PATENTS, TRADEMARKS, COPYRIGHTS  
AND OTHER ASSETS AS SECURITY**

WHEREAS, The Lovable Company, a Georgia corporation (the "Company"), owned the patents described in the attached Schedule A (the "Patents"), trademarks described in the attached Schedule B (the "Trademarks") and copyrights described in the attached Schedule C (the "Copyrights") (hereinafter the Patents, Trademarks and Copyrights, collectively, the "Intellectual Property") for which there are recordings in the United States Patent, Trademark and Copyright Offices under the numbers set forth in the said attached schedules.

WHEREAS, the Company is the legal owner of 32,000 shares of common stock of The Lovable Company, Ltd., a Japan corporation, (the "Stock"), which Stock has been pledged to Foothill Capital Corporation ("Foothill") and which Stock was optioned to Sara Lee Corporation or its designee ("Sara Lee") pursuant to the Order of the Bankruptcy Court dated July 16, 1998, a copy of which is appended hereto as Exhibit 1 (the "Sale Order");

WHEREAS, on February 17, 1998, the Company filed a voluntary bankruptcy petition pursuant to 11 U.S.C. § 301, and is currently a debtor and debtor-in-possession pursuant to Title 11 of the United States Code (the "Bankruptcy Code") in Case No. 98-62880 (the "Bankruptcy Case") in the United States Bankruptcy Court for the Northern District of Georgia, Atlanta Division (the "Bankruptcy Court");

WHEREAS, pursuant to, *inter alia*, (i) that certain Loan and Security Agreement dated as of October 8, 1997 by and between the Company and Foothill (the "Loan Agreement") and the Loan Documents (as defined in the Loan Agreement) related thereto, (ii) that certain Trademark Security Agreement by and between the Company and Foothill dated as of October 8, 1997, (iii) that certain Stock Pledge Agreement by and between the Company and Foothill dated as of October 8, 1997, (iv) that certain Senior Secured Super-Priority Debtor-in-Possession Loan and Security Agreement dated as of February 18, 1998 by and between the Company and Foothill (the "DIP Loan Agreement") and the Loan Documents (as defined in the DIP Loan Agreement) related thereto, (v) that certain Trademark Security Agreement dated as of February 18, 1998 by and between the Company and Foothill, (vi) that certain Stock Pledge Agreement by and between the Company and Foothill dated as of February 18, 1998, and (vii) that certain Release by Secured Party dated as of October 9, 1997 and executed by Wachovia Bank, N.A., a successor by merger to First National Bank of Atlanta (as such agreements have been amended or restated from time to time, the "Agreements") the Company granted a security interest in certain Intellectual Property of the Company, including, without limitation, the Trademarks, in favor of Foothill, as well as a security interest in the Stock, to secure the payment and performance by the Company of certain of its obligations thereunder;

WHEREAS, certain of the Agreements were recorded in the Assignment Branch, United States Patent and Trademark Office on October 17, 1997, located on Trademark Reel 1644, Frame 0374 (the "Filings");

WHEREAS, pursuant to the Sale Order the Intellectual Property was sold to Sara Lee and the Stock was optioned to Sara Lee free and clear of all liens, claims, and other encumbrances as set forth therein pursuant to the Bankruptcy Code, including liens, claims, encumbrances, or other rights of Foothill pursuant to the Agreements, which liens, claims, encumbrances, or other rights attached solely to the proceeds of such sale; and

WHEREAS, as a result of and pursuant solely to the entry of, the Sale Order, Sara Lee desires that Foothill execute and Sara Lee (at Sara Lee's expense) record releases of the Filings.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the undersigned, upon receipt of the Purchase Price (as defined in the Sale Order) does hereby terminate its security interest and liens in, and claims and other rights to the extent they currently exist (except the right to receive the proceeds of the sale pursuant to the Sale Order), with respect to, and does release and assign to Sara Lee, all of Foothill's interest, to the extent it currently exists, in the Intellectual Property and the Stock, including, without limitation, the following with respect to the Intellectual Property and Stock (as applicable): (a) all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable under with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements thereof to the extent that there is no conflict with the provisions of any license agreement, (c) all rights to sue for past, present and future infringements thereof to the extent that there is no conflict with the provisions of any license agreement, (d) to the extent permitted by law, all of Foothill's (and solely to the extent of Foothill's interest therein, the Company's) rights corresponding thereto throughout the world, (e) any additional patent license agreements with any other party in connection with the Patents; (f) any additional trademark license agreements with any other party in connection with the Trademarks; (g) any additional copyright license agreements with any other party in connection with the Copyrights; and (h) all goodwill associated with any of the foregoing. Foothill further agrees to execute and delivery to Sara Lee in recordable form any further or additional documents reasonably necessary or desirable to effectuate the terms of this Release and Assignment.

The releases on behalf of Foothill herein shall pertain to only those certain assets acquired by Sara Lee pursuant to the approval of the Sale Order.

[SIGNATURE ON FOLLOWING PAGE]

Dated: July 20<sup>th</sup>, 1998

FOOTHILL CAPITAL CORPORATION

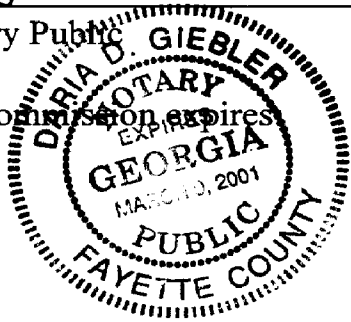
By: Christopher J. Carter  
Name: Christopher J. Carter  
Title: Vice President

Sworn to and subscribed before  
me this 20<sup>th</sup> day of July, 1998.

Daria D. Giebler

Notary Public

My commission expires



Schedule A  
to  
Release and Assignment  
dated as of July 20, 1998

Patents

**None .**

Schedule B  
to  
Release and Assignment  
dated as of July 20, 1998

Trademarks

**Attached.**



**THE LOVABLE COMPANY  
FOREIGN TRADEMARKS**

October 8, 1997

COUNTRY	MARK	STATUS	REG NO SERIAL NO.	REG. DATE FILING DATE	RENEWAL DUE DATE	RENEWAL INITIATED	GOODS	FILE NO.
CANADA	BONITA BY LUIGI	ALLOWED; STATEMENT OF USE DUE 2/17/97					Clothing	12551-8349CA
MEXICO	DREAMMAKER	REGISTERED	488,550	4/24/95	1/30/2005		Clothing	12551-8353MX
CANADA	HEART & CHECK LOGO	PENDING						12551-8373CA
AUSTRALIA	LOVABLE	REGISTERED	A447,346	6/24/86	6/24/2007		Cosmetics, perfumes	12551-8023AU
PAPUA NEW GUINEA	LOVABLE	REGISTERED	A56,665	2/28/94	2/4/2001		Lingerie	12551-8558PG
AUSTRALIA	LOVABLE (IN A HEART)	REGISTERED	A104,552	11/15/50	11/15/2006		Clothing, including boots and slippers	12551-8024AU

THE LOVABLE COMPANY  
 FOREIGN TRADEMARKS  
 October 8, 1997

COUNTRY	MARK	STATUS	REG NO SERIAL NO.	REG. DATE FILING DATE	RENEWAL DUE	RENEWAL INITIATED	GOODS	FILE NO.
CURACAO	LOVABLE IN A HEART	RENEWED	3000	9/7/54	12/7/2014			12551-8111CC
NEW ZEALAND	LOVABLE (IN A HEART)	REGISTERED/RE NEWED	65,803	3/17/60	2/17/2009		Brassieres	12551-8315NZ
NEW ZEALAND	LOVABLE (SCRIPT)	REGISTERED/RE NEWED	B65,633	2/23/60	2/23/2009		Brassieres	12551-8313NZ
AUSTRALIA	LOVABLE (WORD)	REGISTERED	A208,325	5/7/69	2/24/2002		Clothing	12551-8022AU
NEW ZEALAND	LOVABLE (WORD)	REGISTERED	B85,031	9/11/67	9/11/2002		Outer & Underwear	12551-8314NZ
PUERTO RICO	LOVABLE (WORD)	REGISTERED	31,417	6/23/92	6/23/2002		Outer & Underwear	12551-8359PR

THE LOVABLE COMPANY  
 FOREIGN TRADEMARKS  
 October 8, 1997

COUNTRY	MARK	STATUS	REG NO SERIAL NO.	REG. DATE FILING DATE	RENEWAL DUE	RENEWAL INITIATED	GOODS	FILE NO.
CANADA	MAGIC RING	ALLOWED						12551-8351CA
CANADA	TRENDSETTERS	REGISTERED	341,288	6/3/88	6/3/2003		Outer & Underwear	12551-8091CA
MEXICO	TRENDSETTERS	PENDING/ACCEPT ED					Outer & Underwear	12551-8091MX

Schedule C  
to  
Release and Assignment  
dated as of July 20, 1998

Copyrights

**None .**