

06-04-2001

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

Form PTO-1594-C-MARK 5-24-01
(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)
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To the Honorable Commissioner of Patents and Trademarks, Please return the enclosed original documents or copy thereof.

1. Name of conveying party(ies):

Foothill Capital Corporation, a California corporation

- Individual(s)
- General Partnership
- Corporation-State
- Other
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other Partial Release & Reassignment
- Merger
- Change of Name

Execution Date: May 2, 2001

2. Name and address of receiving party(ies)

Name: Sirena Apparel Group, Inc.
Internal Address: _____
Address: _____

Street Address: 2825 Santa Fe Avenue
City: Los Angeles State: CA Zip: 90058

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

0551238
1088787

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Kelly A. McMahon

Internal Address: Jeffer, Mangels, Butler & Marmaro LLP

Street Address: 2121 Avenue of the Stars

City: Los Angeles State: CA Zip: 90067

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41).....\$65.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

10-0440

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. 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.

Kelly A. McMahon
Name of Person Signing

[Signature]
Signature

5/23/01
Date

Total number of pages including cover sheet, attachments, and document: 6

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

TRADEMARK
REEL: 2307 FRAME: 0780

PARTIAL RELEASE AND REASSIGNMENT

THIS PARTIAL RELEASE AND REASSIGNMENT is executed as of May 2, 2001 by FOOTHILL CAPITAL CORPORATION, a California corporation ("Foothill").

WITNESSETH:

WHEREAS, THE SIRENA APPAREL GROUP, INC., a Delaware corporation ("Debtor") and Foothill are parties to a certain Trademark Security Agreement, dated as of October 24, 2000 (the "Trademark Security Agreement"), pursuant to which Debtor incurred certain liabilities to and granted a security interest in and collateral assignment of the "Trademark Collateral" (as defined in the Trademark Security Agreement), including, without limitation, the trademark registrations and applications for trademark registration issued thereon or applied for in the United States or throughout the world, including the registrations, recordings, supplemental registrations and pending applications for registration in the United States Trademark Office as described in Schedule A attached hereto (collectively, the "Rose Marie Reid Registrations"), as security for Debtor's obligations to Foothill under the Trademark Security Agreement;

WHEREAS, the Trademark Security Agreement was submitted for recordation with the United States Trademark Office on or about December 1, 2000, and a copy of such submission is attached hereto as Exhibit 1; and

WHEREAS, Debtor no longer has an interest in the portion of the Trademark Collateral described on Schedule A hereto (the "Rose Marie Reid Trademarks") and has requested that Foothill release its security interest in the Rose Marie Reid Trademarks;


NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged:

1. Foothill hereby releases, without any representation, warranty, or recourse whatsoever, its security interest in and collateral assignment of the Rose Marie Reid Trademarks.

2. Foothill hereby reassigns, grants and conveys to Debtor, without any representation, warranty, or recourse whatsoever, all of Foothill's right, title and interest, if any, in and to the Rose Marie Reid Trademarks, including without limitation the Registrations appearing in Schedule A.

IN WITNESS WHEREOF, Foothill has caused this Release and Reassignment to be duly executed by its duly authorized officer or representative as of the day and year first above written.

FOOTHILL CAPITAL CORPORATION

By: 

Its: Vice President

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

On this 2nd day of May 2001 before me personally appeared William Spind known to me to be the individual who executed the foregoing instrument and acknowledged to me that he/~~she~~ executed the same as the duly authorized officer or representative above designated of Foothill Capital Corporation.

K. Melissa Chavez
Notary Public

Los Angeles County, CA

My commission expires: 1-20-2005

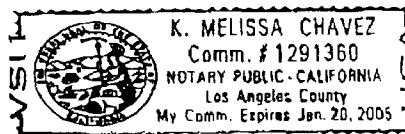


EXHIBIT I

Recorded by the Assignment Division of the U.S. Patent and Trademark Office on
December 1, 2000, Reel/Frame: 2184/572

SCHEDULE A

<u>Registration No. or Application No.</u>	<u>Registration Date</u>	<u>Owner</u>	<u>Mark</u>
551238	11/27/51	The Sirena Apparel Group, Inc.	ROSE MARIE REID (STYLIZED)
1088787	04/04/78	The Sirena Apparel Group, Inc.	ROSE MARIE REID AND DESIGN
75/616281	01/04/99	The Sirena Apparel Group, Inc.	ROSE MARIE REID
75/616295	01/04/99	The Sirena Apparel Group, Inc.	ROSE MARIE REID