

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	RELEASE BY SECURED PARTY

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Fifth Third Bank		11/20/2009	Banking Corporation: OHIO

**RECEIVING PARTY DATA**

<b>Name:</b>	Mannings, U.S.A., Inc.
<b>Street Address:</b>	200 Richards Avenue
<b>Internal Address:</b>	P.O. Box 896
<b>City:</b>	Dover
<b>State/Country:</b>	NEW JERSEY
<b>Postal Code:</b>	07802
<b>Entity Type:</b>	CORPORATION: NEW JERSEY

**PROPERTY NUMBERS Total: 5**

Property Type	Number	Word Mark
Registration Number:	3471819	MANWOOL
Registration Number:	2804646	SUPERKNIT
Registration Number:	2308335	M MANNINGS U.S.A.
Registration Number:	2310359	MANNINGS U.S.A.
Registration Number:	2308334	MANNINGS

**CORRESPONDENCE DATA**

Fax Number: (202)533-9099  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 202-467-8856  
 Email: behogue@vorys.com, iplaw@vorys.com, rsdonnell@vorys.com  
 Correspondent Name: Richard S. Donnell  
 Address Line 1: 1828 L Street, NW  
 Address Line 2: 11th Floor  
 Address Line 4: Washington, DISTRICT OF COLUMBIA 20036

**900148966**

**TRADEMARK  
 REEL: 004106 FRAME: 0622**

**CH \$140.00 3471819**

ATTORNEY DOCKET NUMBER:	5252-467/0769/MANNINGS
NAME OF SUBMITTER:	Richard S. Donnell
Signature:	/richard s donnell/
Date:	12/02/2009
Total Attachments: 3 source=Boltech USPTO Releases3#page1.tif source=Boltech USPTO Releases3#page2.tif source=Boltech USPTO Releases3#page3.tif	

## RELEASE OF TRADEMARK SECURITY AGREEMENT

THIS RELEASE OF TRADEMARK SECURITY AGREEMENT, dated as of November 20, 2009, is made by Fifth Third Bank, an Ohio banking corporation ("Bank").

WHEREAS, Bank and Mannings, U.S.A., Inc., a New Jersey corporation ("Grantor"), are parties to that certain Trademark Security Agreement dated as of October 16, 2008 (the "Agreement"), which was recorded with The United States Patent and Trademark Office on October 22, 2008 in its records at Reel 003875, Frame 0250;

WHEREAS, the Agreement granted, assigned and conveyed to Bank a security interest in Grantor's entire right, title and interest in and to all of its "Trademark Collateral" (as defined in the Agreement), including, without limitation (i) all of Grantor's right, title and interest in and to all of its now or in the future owned or existing and filed Trademarks listed on Schedule I of the Agreement (attached hereto and made a part hereof as Schedule I); (ii) all renewals of each of the Trademarks; (iii) all income, royalties, damages and payments now and in the future due or payable under or with respect to any and all Trademarks, including damages and payments for past or future infringements of any and all Trademarks; (iv) all rights to sue for past, present and future infringements of any and all Trademarks; (v) all rights corresponding to each of the Trademarks throughout the world; (vi) all of Grantor's Trademark License Rights (as defined in the Agreement); and (vii) together in each case with the goodwill of Grantor's business connected with the use of, and symbolized by, the foregoing; and

WHEREAS, Bank desires to release its rights and security interests in the Trademark Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Bank hereby fully and finally releases and terminates (i) its security interest and other rights in, to and under the Trademark Collateral and (ii) any and all other rights it may have under the Agreement.

*[Signature Page Follows]*

IN WITNESS WHEREOF, Bank has caused this Release of Trademark Security Agreement to be duly executed as of the day and year first above written.

FIFTH THIRD BANK

By: \_\_\_\_\_



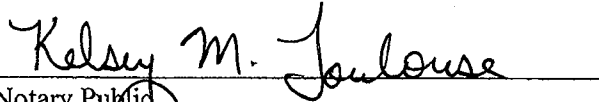
Bryan Walters, Vice President

STATE OF OHIO )

) SS:

COUNTY OF CUYAHOGA )

The foregoing Release of Trademark Security Agreement was acknowledged before me on this 19<sup>th</sup> day of November, 2009 by Bryan Walters, Vice President of Fifth Third Bank, an Ohio banking corporation, on behalf of such corporation.

  
\_\_\_\_\_  
Notary Public

My commission expires:


NEVER

KELSEY M. TOULOUSE, Atty.  
NOTARY PUBLIC • STATE OF OHIO  
My commission has no expiration date  
Section 147.03 O.R.C.

**SCHEDULE I**

**TRADEMARKS AND LICENSES**

**Federally-registered Trademarks**

<b>Trademarks</b>			
<b>Country</b>	<b>Mark</b>	<b>Status</b>	<b>Liens/Notes</b>
<b>Reg. No./App. Ser. No.</b>			
U.S. Reg. No. 3,471,819	MANWOOL	Registered	None
U.S. Reg. No. 2,804,646	SUPERKNIT	Registered	None
U.S. Reg. No. 2,308,335	M MANNINGS U.S.A and Design  	Registered	None
U.S. Reg. No. 2,310,359	MANNINGS U.S.A.	Registered	None
U.S. Reg. No. 2,308,334	MANNINGS	Registered	None

**Common-law Trade Names and Trademarks**

1. "Mannings USA, Inc."
2. "Mannings Inc."
3. Squareish "M" in "Mannings USA, Inc."
4. "Manwool"
5. "Superknit"
6. "Bolttech-Mannings"

**Trademark Licenses**

None.

11/12/2009 7228098