

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
Plainfield Offshore Holdings X Inc.		10/25/2010	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	J. Mendel LLC		
Street Address:	463 Seventh Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10018		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	1428455	J. MENDEL	
Registration Number:	1984745	THE WORKSHOP BY J. MENDEL	
Registration Number:	2831708	J. MENDEL	
Registration Number:	2829695	J. MENDEL	
CORRESPONDENCE DATA			
Fax Number:	(212)632-5555		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	212-632-5500		
Email:	lmoffatt@salans.com		
Correspondent Name:	Lora A. Moffatt		
Address Line 1:	c/o Salans, 620 Fifth Avenue		
Address Line 4:	New York, NEW YORK 10020		
ATTORNEY DOCKET NUMBER:	0047642.0005		
NAME OF SUBMITTER:	Lora A. Moffatt		

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**TRADEMARK
 REEL: 004304 FRAME: 0276**

Signature:	/lora a moffatt/
Date:	10/26/2010
Total Attachments: 5 source=jmendelsecurityrelease#page1.tif source=jmendelsecurityrelease#page2.tif source=jmendelsecurityrelease#page3.tif source=jmendelsecurityrelease#page4.tif source=jmendelsecurityrelease#page5.tif	

RELEASE OF SECURITY INTEREST IN TRADEMARKS

This RELEASE OF SECURITY INTEREST IN TRADEMARKS (the "Release") is made and effective as of October 25, 2010 and is granted by PLAINFIELD OFFSHORE HOLDINGS X INC., a Delaware corporation having an office at 333 Ludlow Street, Stamford, Connecticut 06902 ("Lender"), in favor of J. MENDEL LLC, a Delaware limited liability company having its principle place of business at 463 Seventh Avenue, New York, NY 10018 ("Grantor").

WITNESSETH:

WHEREAS, Grantor executed that certain Security Agreement, dated December 31, 2007 (the "Security Agreement"), in favor of Lender, pursuant to which Grantor granted to Lender a security interest in certain of Grantor's personal property and fixture assets, including without limitation certain trademarks, service marks, trademark and service mark registrations, and trademark and service mark registration applications;

WHEREAS, Lender executed that certain Trademark Collateral Security and Pledge Agreement, dated as of December 31, 2007 (the "Trademark Security Agreement"), which is supplemental to the provisions contained in the Security Agreement, in favor of Lender, pursuant to which Grantor granted to Lender a continuing security interest in and first priority lien on Grantor's right, title and interest in and to the "Pledged Trademarks" (as defined in the Trademark Security Agreement);

WHEREAS, a security interest in favor of Lender in the Pledged Trademarks was recorded with the United States Patent and Trademark Office ("USPTO") on January 3, 2008 at Reel/Frame 3688/0173 and a corrective assignment was recorded on January 7, 2008 at Reel/Frame 3691/0298;

WHEREAS, Grantor has satisfied all of its obligations under the Security Agreement and the Trademark Security Agreement with respect to the Pledged Trademarks specifically set forth on Schedule A attached hereto, and therefore has requested that Lender release and discharge fully its lien and security interest in and to the Pledged Trademarks; and

WHEREAS, Lender is willing to release and discharge fully the security interest in and to the Pledged Trademarks as a result of the sale of indebtedness owed to Lender by Grantor pursuant to the Debt Transfer Agreement dated as of August 13, 2010, by and between Lender and J. Mendel Inc. (f/k/a TGG Mergersub, Inc.) pursuant to which J. Mendel Inc. purchased all of the Grantor's indebtedness to Lender and related rights incurred pursuant to the Credit Agreement, dated as of December 31, 2007, between Grantor and Lender, as amended.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lender and Grantor, intending to be legally bound, hereby agree as follows:

1. Release of Security Interest. Lender, on its own behalf and on behalf of its successors, legal representatives and assigns, hereby releases and discharges fully its security interest in and to the Pledged Trademarks, the goodwill of Grantor's business symbolized by each trademark, all applications and registrations thereto, and all other right, title and interest in and to the Pledged Trademarks conveyed to Lender (if any) pursuant to the Security Agreement, the Trademark Security Agreement and/or any other agreement, and Lender hereby reassigns any and all such right, title and interest that it may have in the Pledged Trademarks (if any) to Grantor.

2. Further Assurances. Lender further agrees to execute and deliver to Grantor any and all further documents or instruments and do any and all further acts, at Grantor's expense, including without limitation recording this instrument with the USPTO, which Grantor (or Grantor's agents or designees), reasonably request in order to confirm this Release and Grantor's right, title and interest in and to the Pledged Trademarks.

3. Entire Agreement. This Agreement sets forth the entire agreement and understanding of the parties hereto with respect to the subject matter hereof and supersedes all prior promises or agreements made by, to, or between the parties, whether oral or written with respect to the subject matter hereof. This Agreement may not be amended except by a writing manually signed by both of the parties hereto.

4. Choice of Law; Exclusivity; Jurisdiction; Venue. This Agreement shall be governed by, construed in accordance with, and enforced pursuant to the laws of the State of New York without regard to principles of conflict of laws. All actions, proceedings and disputes arising out of, or relating to, this Agreement shall be heard and determined exclusively in any state or federal court sitting in New York County in the State of New York. The parties hereto waive any defense of lack of jurisdiction, forum non conveniens, improper venue or any similar basis as not being a resident of New York County, New York, and hereby specifically authorize any action brought by either party hereto pursuant to this Agreement to be instituted and prosecuted in the (i) Supreme Court of the State of New York in New York County, New York or (ii) United States District Court for the Southern District of New York, at the election of the party bringing such action.

5. Notices. Any notice, waiver or other communication given hereunder will be delivered as follows: (i) in the case of the Grantor, by certified United States mail (return receipt requested) or delivery by a recognized overnight commercial courier, addressed to c/o J. Mendel LLC, 463 Seventh Avenue, 9th floor, New York, NY 10018, attention: CEO and CFO, with a copy (which copy shall not constitute notice hereunder) to Anthony J. Carroll, Salans LLP, 620 Fifth Avenue, New York, NY 10020-2457, and (ii) in the case of Lender, by certified United States mail (return receipt requested) or delivery by a recognized overnight commercial courier, addressed to Plainfield Offshore Holdings X Inc., 333 Ludlow Street, Stamford, CT 06902, attention: Thomas X. Fritsch, with a copy (which copy shall not constitute notice hereunder) to Irwin Kishner, Esq., Herrick, Feinstein LLP, 2 Park Avenue, New York, New York 10016. Notices served will be deemed given and effective upon actual receipt (or refusal of receipt).

6. Severability. If any provision of this Agreement, or any part of any provision, is hereafter construed or adjudicated to be invalid or unenforceable, the same shall not affect the

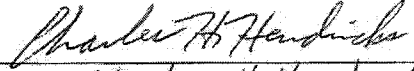
remainder of the covenants or rights or remedies which shall be given full effect without regard to the invalid portions. If any of the covenants set forth herein is held to be invalid or unenforceable because of the duration of such provision or otherwise, the parties hereto agree that the court making such determination shall have the power to reduce the duration of such provision or otherwise modify such provision and said provision in its reduced or otherwise modified form shall then be enforceable.

7. Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original and both of which, when taken together, shall constitute one and the same agreement. This Agreement may be executed and delivered via telecopier machine or other form of electronic delivery by any of the parties hereto, which shall be deemed for all purposes as an original.


[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have executed and delivered, or caused the execution and delivery of, this Agreement as of the date first above written.

J. MENDEL LLC, Grantor

By: 
Name: Charles H. Hendricks
Title: CFO

PLAINFIELD OFFSHORE HOLDINGS X
INC., Lender

By: 
Name: Thomas A. Fitter
Title: Managing Director

SCHEDULE A

TRADEMARKS

Trademark	Jurisdiction	Registration Nos.	Registration Date
J. MENDEL	United States	1428455	2/10/87
THE WORKSHOP BY J. MENDEL	United States	1984745	7/2/96
J. MENDEL & Design	United States	2831708	4/13/04
J. MENDEL	United States	2829695	4/13/04

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