

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>		NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>		Notice of Release of Security Interest In Trademark Rights	
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
JPMorgan Chase Bank, N.A.		08/10/2011	National Banking Association: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	L.C. Licensing, Inc.		
<b>Street Address:</b>	1441 Broadway		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10018		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	74347506	VIVID	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(212)492-0239		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
<b>Email:</b>	cmeredithgoujon@paulweiss.com, aashville@paulweiss.com		
<b>Correspondent Name:</b>	Claudine Meredith-Goujon		
<b>Address Line 1:</b>	1285 Avenue of the Americas		
<b>Address Line 4:</b>	New York, NEW YORK 10019-6064		
<b>ATTORNEY DOCKET NUMBER:</b>	15325-005		
<b>NAME OF SUBMITTER:</b>	Claudine Meredith-Goujon		
<b>Signature:</b>	/Claudine Meredith-Goujon/		
<b>Date:</b>	08/11/2011		

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**Total Attachments: 4**

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NOTICE OF RELEASE OF  
SECURITY INTEREST IN TRADEMARK RIGHTS

This NOTICE OF RELEASE OF SECURITY INTEREST IN TRADEMARK RIGHTS (this "Release"), effective as of August 10, 2011 is made by JPMorgan Chase Bank, N.A., both in its capacity as US collateral agent (the "US Collateral Agent") and administrative agent (the "Administrative Agent", referred to herein as the "Agent"), in favor of L.C. Licensing, Inc., a Delaware corporation (the "Company"), pursuant to that certain Second Amended and Restated Credit Agreement dated as of May 6, 2010 (as amended by the First Amendment and Consent, dated as of March 25, 2011, and the Second Amendment, dated as of May 19, 2011), and as the same may be further amended or modified from time to time, the "Credit Agreement") among the Borrowers party thereto, the Company, the other Loan Parties from time to time party thereto, the Agent, the Lenders from time to time party thereto and the other agents party thereto.

WITNESSETH:

WHEREAS, in connection with the Credit Agreement, the Company and the other grantors party thereto, have executed and delivered a US Pledge and Security Agreement, dated as of January 12, 2009, as amended and reaffirmed by the Reaffirmation Agreement and First Amendment, dated as of May 6, 2010, in favor of the Agent (as amended, restated, supplemented or otherwise modified from time to time, the "US Security Agreement");

WHEREAS, pursuant to the US Security Agreement, the Company pledged and granted to the Agent for the benefit of the Agent and the Secured Parties a continuing security interest in all of their intellectual property, including the trademarks and trademark applications set forth on Schedule A attached hereto (the "Released Trademarks");

WHEREAS, the Agent recorded its security interest in the Released Trademarks in the Trademark Division of the United States Patent and Trademark Office on February 19, 2009 at Reel 003938, Frame 0405 pursuant to the Grant of Security Interest in Trademark Rights, dated as of January 12, 2009 between the Company and the Agent.

WHEREAS, the Company has requested that the Agent release any and all right, title and interest it may have in the Released Trademarks pursuant to the US Security Agreement, and the Agent has agreed to do so; and

WHEREAS, the Agent has duly authorized the execution, delivery and performance of this Release.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Agent agrees, for the benefit of the Company, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Release, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and US Security Agreement, as applicable (it being understood that, in the event of any conflict, such terms shall have the meanings provided or provided by reference in the US Security Agreement).

SECTION 2. Release of Security Interest. The Agent does hereby release, relinquish and discharge its security interest in, to and under the Released Trademarks and all right, title and interest of the Company in the Released Trademarks are hereby reassigned to the Company.

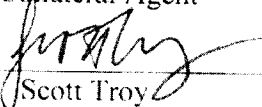
SECTION 3. Purpose. This Release has been executed and delivered by the Agent for the purpose of recording this Release with the United States Patent and Trademark Office. This Release has been granted to the Company in connection with the US Security Agreement and is expressly subject to the terms and conditions thereof. The US Security Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Counterparts. This Release may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

*[Signatures Follow On Next Page.]*

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

JPMORGAN CHASE BANK, N.A.,  
as US Collateral Agent

By:   
Name: Scott Troy  
Title: Vice President

JPMORGAN CHASE BANK, N.A.,  
as Administrative Agent

By:   
Name: Scott Troy  
Title: Vice President

**SCHEDULE A**

**U.S. Trademark Registrations and Applications**

<b>Mark Name</b>	<b>Owner</b>	<b>App. No.</b>	<b>App. Date</b>	<b>Reg. No.</b>	<b>Reg. Date</b>
VIVID	L.C. Licensing, Inc.	74347506	1/11/1993	1860231	10/25/1994