

11-30-2004

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

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To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):

BANKBOSTON, N.A.

Execution Date(s) September 27, 2003

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

3. Nature of conveyance:

- ☐ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Government Interest Assignment
☐ Executive Order 9424, Confirmatory License
☒ Other Release of security interest

2. Name and address of receiving party(ies)

Name: TOTES ISOTONER CORPORATION

Internal Address: _____

Street Address: 9566 International Blvd.

City: Cincinnati

State: Ohio

Country: U.S.A. Zip: 45246

Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application or patent number(s):

☐ This document is being filed together with a new application.

A. Patent Application No.(s)

B. Patent No.(s)

See attachment Schedule A

Additional numbers attached? ☒ Yes ☐ No

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

Name: James J. Johnston, Esq.

Internal Address: Dechert LLP
4000 Bell Atlantic Tower

Street Address: 1717 Arch Street

City: Philadelphia

State: Pennsylvania Zip: 19103-2793

Phone Number: 215.994.2617

Fax Number: 215.655.2617

Email Address: jay.johnston@dechert.com

6. Total number of applications and patents involved:

41

7. Total fee (37 CFR 1.21(h) & 3.41) \$ 1,640.00

- ☐ Authorized to be charged by credit card
☐ Authorized to be charged to deposit account
☒ Enclosed
☐ None required (government interest not affecting title)

8. Payment Information

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number _____

Authorized User Name _____

9. Signature:

James J. Johnston

Signature

November 23, 2004
Date

Name of Person Signing

Total number of pages including cover sheet, attachments, and documents: 8

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

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PATENT
REEL: 016016 FRAME: 0478

Recordation Form Cover Sheet

Item 4 - Application number(s) or patent number(s) - Continued

Schedule A

Patent No.(s)

D318178	D321781	D398145
D312538	D321428	D394539
D321780	D321426	
D312348	D322881	
D319262		
D312325	D321592	
D313309	D317975	
D316980	D322883	
D315637	D319536	
D327079	D319343	
D319342	D317976	
D325467	D328520	
D316480	D379710	
D311811	D370775	
D312724	D369238	
D318755	D369462	
D316777	D374545	
D316476	D384491	
D315812	D375616	
D316630	D378320	

GENERAL ELECTRIC CAPITAL CORPORATION
500 West Monroe Street
Chicago, Illinois 60661

September 27, 2003

totes Isotoner Corporation
9566 International Boulevard
Cincinnati, Ohio 45246
Attention: Douglas P. Gernert

Payoff Letter

Ladies and Gentlemen:

This Letter Agreement refers to the (i) Revolving Credit and Term Loan Agreement dated as of August 1, 1997, as amended and restated as of June 27, 2001 among totes Isotoner Corporation, as Borrower (the "Borrower"), certain of its affiliates, the lenders from time to time party thereto (the "Lenders"), and Fleet National Bank, as agent ("Fleet"), as amended by that certain Assignment Agreement and Resignation and Appointment of Agent dated as of April 1, 2002 among General Electric Capital Corporation ("GECC"), Fleet and the Assignors party thereto (and as defined therein), pursuant to which all rights as Lender, Agent and Collateral Agent (as defined in the Amendment, defined below) were assigned to GECC (as each may have been amended prior to the date hereof, collectively, the "Loan Agreement"), and GECC became the sole lender and the agent under the Loan Agreement, (ii) the Security Documents, as defined in the Amendment to Security Documents dated as of June 27, 2001 (the "Second Amendment"), by and among Borrower, Fleet, the Term Lender and the other Transaction Parties party thereto (as each may have been amended prior to the date hereof, collectively, the "Security Documents"), and (iii) that certain letter agreement of even date herewith (the "Consent Agreement") among Borrower, GECC and ARK CLO 2000-1, Limited (the "Term Lender"). All terms used herein without definition shall have the same meanings given to them in the Loan Agreement.

The Borrower informed GECC that it intended to terminate the Loan Agreement and enter into a new credit facility (the "New Credit Facility") with General Electric Capital Corporation as agent (in such capacity under the New Credit Facility, the "New Agent") and the lenders from time to time parties to such New Credit Facility (the "New Lenders") and that the

proceeds of the New Credit Facility would be used, in part, to repay in full all Obligations owing to GECC under the Loan Agreement and the other Loan Documents.

For purposes of the foregoing, GECC and the Borrower hereby agree as follows:

1. As of September 27, 2003, the aggregate amount of Obligations owing to GECC under the Loan Documents was equal to \$13,873,181.09 (the "Payoff Amount") as set forth on Schedule 1 hereto, which amount includes, without limitation, principal, accrued and unpaid interest, prepayment fees, breakage costs in connection with the prepayment of LIBOR Rate Loans, expenses and all other fees, costs and expenses payable under the Loan Documents (including an estimate of the costs and expenses of counsel).
2. GECC confirms receipt of payment in full of the Payoff Amount from the New Agent and lenders under the New Facility. Subject to the terms of this Letter Agreement, GECC further confirms that (a) the Commitments and the Loan Agreement have thereby terminated, (b) GECC is deemed to have automatically released all of its liens on and security interests in any and all Collateral granted to secure the Obligations to GECC under the Loan Agreement and the other Loan Documents; provided, however, that such release does not release any liens and security interests granted to GECC as successor Collateral Agent for the benefit of the Term Lender and (c) as provided in, and subject to the terms of the Consent Letter, GECC shall assign to the Term Lender, or an agent therefor, all liens and security interests held by it as Collateral Agent on behalf of the Term Lender and shall thereafter resign as Collateral Agent.
3. Upon the termination of the Loan Agreement pursuant to paragraph 2 above, all rights, duties, commitments and other obligations of all parties thereto (including, without limitation, the Borrower, the Guarantors, the Lenders and the Agent) arising under or in connection with the Loan Agreement and the other Loan Documents have terminated, except that each indemnity and expense reimbursement provision in the Loan Agreement or any of the other Loan Documents for the benefit of GECC (whether as Agent, Collateral Agent, Lender or otherwise) shall survive the termination of the Loan Agreement in accordance with the terms thereof.
4. The Agent hereby agrees to execute and deliver to the Borrower or to the Term Lender at the Borrower's expense such further instruments and documents, in form and substance satisfactory to the New Agent, which are reasonably requested by the Borrower or the Term Lender (i) to terminate all of its liens on and security interests in any and all Collateral granted to secure the Obligations to GECC under the Loan Agreement and the other Loan Documents and (ii) to assign to the Term Lender, or an

agent therefor, all liens and security interests held by it as Collateral Agent on behalf of the Term Lender, including, without limitation, financing change statements and assignments in respect of the Agent's security interest in the Borrower's intellectual property.

This Letter Agreement may be executed in any number of counterparts and by the different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which when taken together shall constitute but one and the same Letter Agreement.

[Signature Page Follows]

This Letter Agreement shall be construed in accordance with and governed by the internal laws of the State of Illinois.

Very truly yours,

GENERAL ELECTRIC CAPITAL
CORPORATION, as Agent

By: *Dwayne L. Coker*
Name: *Dwayne L. Coker*
Title: *Duly Authorized Signatory*

ACKNOWLEDGED AND AGREED:

TOTES ISOTONER CORPORATION
as Borrower

By: _____
Name: _____
Title: _____

FROM LATHAM & WATKINS LLP

(SAT) 9.27.03 17:50/ST. 17:49/NO. 4861977500 P 1

This Letter Agreement shall be construed in accordance with and governed by the internal laws of the State of Illinois.

Very truly yours,

GENERAL ELECTRIC CAPITAL
CORPORATION, as Agent

By: Dwayne L. Coker
Name: Dwayne L. Coker
Title: Only Authorized Signatory

ACKNOWLEDGED AND AGREED:

TOTES ISOTONER CORPORATION
as Borrower

By: Donna H. Deje
Name: DONNA H. DEJE
Title: SUP/ERO

SCHEDULE 1

Calculation of Payoff Amount as of September 27, 2003

Principal (Term Loan)	\$13,800,795.49
Interest (Term Loan)	\$ 72,385,60
TOTAL LOAN PAYOFF AMOUNT	\$13,873,181.09

CH634606.3

RECORDED: 11/26/2004

PATENT
REEL: 016016 FRAME: 0485