

PATENT ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Release of Security Interest in Patents
CONVEYING PARTY DATA	
Name	Execution Date
General Electric Capital Corporation	07/08/2011
RECEIVING PARTY DATA	
Name:	Totes Isotoner Holdings, Inc.
Street Address:	9655 International Boulevard
City:	Cincinnati
State/Country:	OHIO
Postal Code:	45246
Name:	Totes Holdings, Inc.
Street Address:	9655 International Boulevard
City:	Cincinnati
State/Country:	OHIO
Postal Code:	45246
Name:	Totes Isotoner Corporation
Street Address:	9655 International Boulevard
City:	Cincinnati
State/Country:	OHIO
Postal Code:	45246
PROPERTY NUMBERS Total: 21	
Property Type	Number
Patent Number:	6164304
Patent Number:	D473708
Patent Number:	D485056
Patent Number:	D378320
Patent Number:	D379710

CH \$840.00 6164304

501605577

PATENT
REEL: 026645 FRAME: 0606

Patent Number:	D398145
Patent Number:	D369238
Patent Number:	D369462
Patent Number:	D374545
Patent Number:	D384491
Patent Number:	D375616
Patent Number:	D370775
Patent Number:	D394539
Patent Number:	D404156
Patent Number:	D415299
Patent Number:	D430726
Patent Number:	D491349
Patent Number:	7010870
Application Number:	29267118
Application Number:	29267129
Patent Number:	5373283

CORRESPONDENCE DATA

Fax Number: (917)777-4104

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 212-735-3000

Email: mmcguire@skadden.com

Correspondent Name: Skadden, Arps, Slate, Meagher & Flom LLP

Address Line 1: Four Times Square

Address Line 2: Attn: John Deming, Esq.

Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	217730/2034
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NAME OF SUBMITTER:	John Deming
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Total Attachments: 8

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RELEASE OF SECURITY INTEREST IN PATENTS

This RELEASE OF SECURITY INTEREST IN PATENTS, dated as of July 8, 2011 (this "Release"), is made by GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation with offices located at 299 Park Avenue, New York, New York 10171, as collateral agent for the Secured Parties (the "Assignor"), in favor of TOTES ISOTONER HOLDINGS, INC., a Delaware corporation with offices located at 9655 International Boulevard, Cincinnati, Ohio 45246 ("Parent"), TOTES HOLDINGS, INC., a Delaware corporation with offices located at 9655 International Boulevard, Cincinnati, Ohio 45246 ("Holdings"), TOTES ISOTONER CORPORATION, an Ohio corporation with offices located at 9655 International Boulevard, Cincinnati, Ohio 45246, formerly known as Totes Inc. ("Borrower"), and the Guarantors (Borrower, Parent, Holdings and the Guarantors, collectively, the "Assignees").

All capitalized terms used but not otherwise defined herein have the meanings given to them in the Patent Security Agreement (as defined below).

WITNESSETH

WHEREAS, the Assignees and the Assignor, among other parties, are parties to that certain (i) Credit Agreement, dated as of January 31, 2007 (as amended, amended and restated, supplemented or otherwise modified, the "Credit Agreement"), (ii) Intercreditor Agreement, dated as of January 31, 2007 (as amended, amended and restated, supplemented or otherwise modified, the "Intercreditor Agreement"), (iii) Security Agreement, dated as of January 31, 2007, (as amended, amended and restated, supplemented or otherwise modified, the "Security Agreement") and (iv) Patent Security Agreement, dated as of January 31, 2007 (the "Patent Security Agreement");

WHEREAS, under the terms of the Patent Security Agreement, as collateral security for the payment in full of the Secured Obligations, each Assignee pledged and granted to the Assignor for the benefit of the Secured Parties, a lien on and security interest in all of the right, title and interest of such Assignee in, to and under the following Collateral now owned or at any time hereafter acquired by such Assignee or in which such Assignee now or has at any time in the future may acquire any right, title or interest (other than any Intellectual Property for which the creation by an Assignee of a security interest therein is prohibited without the consent of a third party (to the extent such consent is not) obtained or by law (other than to the extent that any restriction on such assignment would be rendered ineffective pursuant to Sections 9-406, 9-407, 9-408 or 9-409 of the UCC (or any successor provision or provisions) or any relevant jurisdiction or any other applicable law)) (collectively, the "Patent Collateral");

- (a) all U.S. patents issued or assigned to, and all patent applications made by, such Assignee (whether established or registered or recorded in the United States or any political subdivision thereof), including but not limited to the patents and applications for any of the foregoing listed in Schedule A hereto, together with any and all (i) rights and privileges arising under applicable law with respect to such Assignee's use of any patents, (ii) inventions and improvements described and claimed therein, (iii) reissues, divisions,

continuations, renewals, extensions, re-examinations and continuations-in-part thereof and amendments thereto, (iv) proceeds thereof, including, without limitation, all income, fees, royalties, damages, claims and payments now or hereafter due and/or payable thereunder and with respect thereto including damages and payments for past, present or future infringements or other violations thereof, (v) rights corresponding thereto throughout the world and (vi) rights to sue for past, present or future infringements or other violations thereof;

- (b) all Intellectual Property Licenses of such Assignee relating to any patents; and
- (c) to the extent not covered by the foregoing, all Proceeds and products of each of the foregoing and all accessions to, substitutions and replacements for, and rents, profits and products of, each of the foregoing, and except as otherwise provided in the Credit Agreement, any and all Proceeds of any insurance, indemnity, warranty or guaranty payable to such Assignee from time to time with respect to any of the foregoing;

WHEREAS, the Patent Security Agreement was recorded with the United States Patent and Trademark Office on March 15, 2007 at Reel/Frame No. 019019/0032;

WHEREAS, the Assignor and the Assignees desire that the Assignor terminate and release its lien on and security interest in all right, title and interest of the Assignees in, to and under all of the Patent Collateral, including, without limitation, the registrations, recordings, supplemental registrations and pending applications for registration set forth in Schedule A hereto.

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

The Assignor hereby terminates, releases and discharges fully, without representation, warranty or recourse, its lien on and security interest in all right, title and interest of the Assignees in, to and under all of the Patent Collateral, including, without limitation, the registrations, recordings, supplemental registrations and pending applications for registration set forth on Schedule A hereto, and reassigns and transfers any right, title and interest that the Assignor may have in the Patent Collateral to the Assignees.

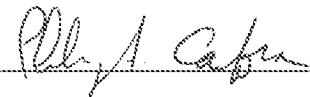
The Assignor hereby authorizes the Assignees, or the Assignees' authorized representative to: (i) record this Release with the United States Patent and Trademark Office, (ii) file UCC financing statement amendments with the applicable filing office in order to memorialize the release of the security interest of the Assignor in the Patent Collateral, and/or (iii) otherwise record or file this Release in the applicable governmental office or agency. The Assignor further agrees to execute and deliver to the Assignees any and all further documents and instruments, and do any and all further acts which the Assignees (or their agents or designees) reasonably request, at the Assignees' sole cost and expense, in order to confirm this Release and the Assignees' right, title, and interest in or to the Patent Collateral.

This Release shall be governed by, and construed in accordance with, the laws of the State of New York.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Assignor has caused this RELEASE OF SECURITY INTEREST IN PATENTS to be duly executed and delivered by its duly authorized officer as of the date first written above.

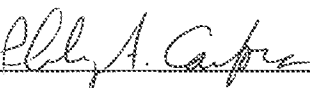
GENERAL ELECTRIC CAPITAL CORPORATION

By: 

Name: PHILIP F. CARFAGNA
DULY AUTHORIZED SIGNATORY

Title: _____

GENERAL ELECTRIC CAPITAL CORPORATION

By: 

Name: PHILIP F. CARFAGNA
DULY AUTHORIZED SIGNATORY

Title: _____

**SCHEDULE A
TO
RELEASE OF SECURITY INTEREST
IN PATENTS**

See attached.

UNITED STATES PATENTS:**Registrations:**

OWNER	REGISTRATION NUMBER	DESCRIPTION
totes Isotoner Corp.	6164304	Umbrella
totes Isotoner Corp.	D473708	Umbrella Handle
totes Isotoner Corp.	D485056	Umbrella Handle
totes Isotoner Corp.	D378320	Moccasin Vamp
totes Isotoner Corp.	D379710	Umbrella Handle
totes Isotoner Corp.	D398145	Sandal Insert
totes Isotoner Corp.	D369238	Umbrella Case Design
totes Isotoner Corp.	D369462	Umbrella Handle Design
totes Isotoner Corp.	D374545	Neck Wrap
totes Isotoner Corp.	D384491	Overshoe Upper Design
totes Isotoner Corp.	D375616	Footwear Tread Design
totes Isotoner Corp.	D370775	Umbrella Handle Design
totes Isotoner Corp.	D394539	Overshoe Upper
totes Isotoner Corp.	D404156	Combined Umbrella Handle and Flashlight
totes Isotoner Corp.	D415299	Combined Flashlight and Umbrella Handle
totes Isotoner Corp.	D430726	Umbrella Handle with Flashlight (Children's version)
totes Isotoner Corp.	D491349	Umbrella Handle
totes Isotoner Corp.	7010870	Tufted foam insole and tufted footwear (disclosed as Pillow Step)

totes, Inc.*

5373283

Alarm system for a card holder

Applications:

OWNER	APPLICATION NUMBER	DESCRIPTION
totes Isotoner Corp.	29/267118	Umbrella Handle
totes Isotoner Corp.	29/267129	Umbrella Handle

Licenses: None.

OTHER PATENTS:

Registrations:

OWNER	REGISTRATION NUMBER	COUNTRY/STATE	DESCRIPTION
totes Isotoner Corp.	966665	France	Slipper Design
totes Isotoner Corp.	559020-559022	France	Glove Palm Strips
totes Isotoner Corp.	555909-11	France	Slipper Sock Tread Design
totes Isotoner Corp.	559003-559007	France	Mule-tupe Slipper
totes Isotoner Corp.	559008-559012	France	Tug Boat Slipper
totes Inc.*	893987	France	Umbrella Handle Design
totes Inc.*	893655	France	Umbrella Handle Design
totes Inc.*	893653	France	Umbrella Handle Design
totes Inc.*	893654	France	Umbrella Handle Design
totes Inc.*	89 3984	France	Umbrella Handle Design
totes Inc.*	89 3173	France	Umbrella Handle Design
totes Inc.*	893656	France	Umbrella Handle Design
totes Isotoner Corp.	EP 1031295	Great Britain (European Patent)	Umbrella

* Title to be updated as required under Section 6.5 of the Security Agreement.

PATENT

REEL: 026645 FRAME: 0614

totes Isotoner Corp.	2000621	Great Britain	Tread Design For Footwear
totes Isotoner Corp.	2000623	Great Britain	Tread Design For Footwear
totes Isotoner Corp.	2060359	Great Britain	Display Packaging for Umbrellas
totes Isotoner Corp.	1170861	Japan	Umbrella Handle
Display System Fabrications Limited; totes Isotoner UK Ltd.	2367743	Great Britain	Article display device

Applications:

<u>OWNER</u>	<u>APPLICATION NUMBER</u>	<u>COUNTRY/STATE</u>	<u>DESCRIPTION</u>
totes Isotoner Corp.	2454729	Canada	TUFTED FOAM INSOLE AND TUFTED FOOTWEAR
totes Isotoner Corp.	0414683.3	Great Britain	TUFTED FOAM INSOLE AND TUFTED FOOTWEAR
totes Isotoner UK Ltd.	200215660	Great Britain	RIGID CASE FOR AN UMBRELLA

Licenses: None.