

URD 12/30/98 RECORDS TR/

12-31-1998



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To the Honorable Commissioner of Patents and ...

inal documents or copy thereof.

1. Name of conveying party(ies):

The Chase Manhattan Bank, as Agent
111 West 40th Street
New York, NY 10018

- Individual(s)
- General Partnership
- Corporation-State
- Other New York Banking Corporation
- Association
- Limited Partnership

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other Release of Security Interest
- Merger
- Change of Name

Execution Date: December 23, 1998

2. Name and address of receiving party(ies)

Name: Biscayne Apparel International, Inc.

Internal Address: _____

Street Address: 1373 Broad Street, 3rd Floor

City: Clifton State: NJ ZIP: 07013

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State Delaware
- Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

(Designations must be a separate document from assignment)

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

4. Application number(s) or patent number(s): 1,634, 178

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

(1,634,178)

Additional numbers attached? Yes No

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

Name: Zalkin, Rodin & Goodman LLP

Internal Address: Attention: Peter Montoni, Esq

Street Address: 750 Third Avenue

City: New York State: NY ZIP: 10017

2/30/1998 DNGUYEN 00000287 1634178

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41).....\$ 40.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

1 FC:481

40.00 DP

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Peter Montoni
Name of Person Signing

Signature

December 29, 1998

4 Date

Total number of pages including cover sheet, attachments, and document:

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

TRADEMARK
REEL: 1833 FRAME: 0635

RECEIVED
98 DEC 30 AM 9:16
ASSIGNMENT BRANCH

**RELEASE OF SECURITY
INTEREST IN TRADEMARKS**

THIS RELEASE OF SECURITY INTEREST IN TRADEMARKS (the "Release") made as of the 23 day of December 1998 by THE CHASE MANHATTAN BANK, as Agent, with an office at 111 West 40th Street, 10th Floor, New York, NY 10018 (the "Agent").

W I T N E S S E T H:

WHEREAS, Biscayne Apparel, Inc., Biscayne Apparel International, Inc. (the "Grantor"), Mackintosh of New England Co., M&L International, Inc. (collectively, the "Borrowers"), the banks party thereto (the "Banks") and the Agent are party to that certain Second Amended and Restated Credit Agreement and Guaranty, dated as of March 24, 1997, as amended (the "Credit Agreement");

WHEREAS, the Credit Agreement amends and restates that certain Credit Agreement, dated March 16, 1995, as amended (the "1995 Credit Agreement"), by and among the Borrowers, the Agent and the Banks, as amended and restated by that certain Amended and Restated Credit Agreement and Guaranty, dated as of March 28, 1996;

WHEREAS, in connection with the 1995 Credit Agreement, the Grantor entered into a Trademark Security Agreement dated March 16, 1995 (the "Trademark Security Agreement"), pursuant to which the Grantor assigned, conveyed and transferred unto the Agent, for the ratable benefit of the Banks, on the terms and conditions contained in the Trademark Security Agreement, and as additional security for the obligations, a lien upon all of the Grantor's right, title and interest in, to and under the Trademarks (as defined in the Trademark Security Agreement) and under the goodwill of the business symbolized by the Trademarks, and in, to, and under all assets deriving from and relating to the Trademarks, including, without limitation, license fees and other payments due thereon or in connection therewith;

WHEREAS, the Trademark Security Agreement was recorded in the United States Patent and Trademark Office (the "PTO") on May 3, 1996, at Reel 1435, Frame 0056;

NOW, THEREFORE, in consideration of these premises, the Agent agrees as follows:

1. The Agent hereby re-assigns and releases to the Grantor and terminates all right, title and interest that the Agent has in and to the trademark listed on Schedule A attached hereto (the "Released Trademark") and all proceeds of the foregoing; and all general intangibles associated with the foregoing, including without limitation, all goodwill associated in any way with such Released Trademark; the right to sue for past, present and future infringements, and all rights corresponding thereto; and all rights relating to any related trademarks or trademark applications existing in the past, present or future. The Agent will execute and deliver to the Grantor, in a commercially reasonable manner, at the Grantor's expense, such additional documents as may be reasonably necessary and

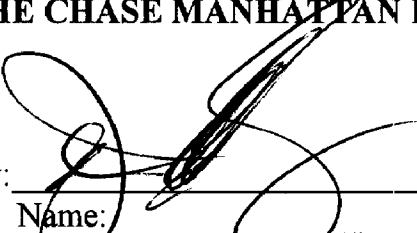
delivered by the Grantor to the Agent, which are intended to terminate any interest of the Agent in the Released Trademark.

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

3. This Release may be executed in two or more counterparts, and by 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 taken together shall constitute but one and the same agreement.

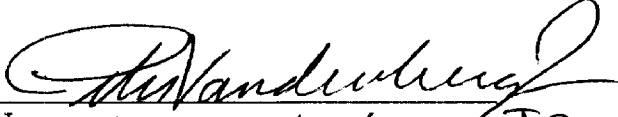
IN WITNESS WHEREOF, the undersigned has caused this Release of Security Interest in Trademarks to be duly executed and delivered by a duly authorized officer on the day and year first above written.

THE CHASE MANHATTAN BANK, as Agent

By: 
Name: _____
Title: **John Mulvey, VP**

**ACCEPTED AND AGREED AS OF
THIS 23 DAY OF DECEMBER, 1998**

BISCAYNE APPAREL INTERNATIONAL, INC.

By: 
Name: *Peter Vandenberg Jr*
Title: *as President and COO*

SCHEDULE A
TO THE RELEASE
OF SECURITY INTEREST
IN TRADEMARKS BETWEEN
BISCAYNE APPAREL INTERNATIONAL, INC.
AND
THE CHASE MANHATTAN BANK

<u>TRADEMARK</u>	<u>REGISTRATION NO.</u>	<u>REGISTRATION DATE</u>
AMY	1,634,178	February 5, 1991