

12-31-1998

S. DEPARTMENT OF COMMERCE Patent and Trademark Office



100935101

Attachments or copy thereof.

Tab settings => => => 12/30/98

To the Honorable Commissioner of Patents and Tradem

1. Name of conveying party(ies): The Chase Manhattan Bank, as Agent 111 West 40th Street New York, New York 10018

2. Name and address of receiving party(ies) Name: Mackintosh of New England Co. Internal Address: Street Address: 1373 Broad Street, 3rd Floor City: Clifton State: NJ ZIP: 07013

3. Nature of conveyance: [X] Other Release of Security Interest Execution Date: December 23, 1998

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 12/30/1998 DNGUYEN 00000286 1073221

4. Application number(s) or patent number(s): A. Trademark Application No.(s) See Attached Schedule A B. Trademark Registration No.(s) See Attached Schedule A

6. Total number of applications and registrations involved: 6 7. Total fee (37 CFR 3.41).....\$ 165.00 [X] Enclosed [] Authorized to be charged to deposit account 8. Deposit account number:

Additional numbers attached? [X] Yes [] No City: New York State: NY ZIP: 10017

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 Date December 29, 1998

Total number of pages including cover sheet, attachments, and document: 5

RECEIVED 9 DEC 30 AM 9:17 TRADEMARK BRANCH

SCHEDULE A TO
RECORDATION FORM
COVER SHEET

UNITED STATES REGISTRATIONS

<u>TRADEMARK</u>	<u>REGISTRATION NO.</u>	<u>REGISTRATION DATE</u>
ALL OUTDOORS	1,073,221	9/13/77
VESTCOAT & DESIGN	1,447,591	7/14/87
CHAS. MACKINTOSH & CO. LTD. & DESIGN	395,402	5/26/42
MACKINTOSH NEW ENGLAND	2,162,989	6/9/98

UNITED STATES APPLICATIONS

<u>TRADEMARK</u>	<u>APPLICATION NO.</u>	<u>FILING DATE</u>
MACKINTOSH NEW ENGLAND	74/322,876	10/16/92
MACKINTOSH SPORT	75/232,744	1/29/97

**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., Mackintosh of New England Co. (the "Grantor"), 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, 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, the Grantor entered into a Trademark Security Agreement dated as of March 25, 1998 (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 November 20, 1998, at Reel 1772, Frame 0412;

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

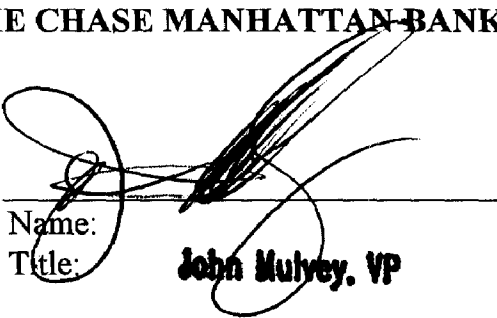
1. The Agent hereby re-assigns and releases to the Grantor and terminates all right, title and interest that the Agent has in and to the trademark listed on Schedule A attached hereto (the "Released Trademarks") and all proceeds of the foregoing; and all general intangibles associated with the foregoing, including without limitation, all goodwill associated in any way with such Released Trademarks; 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 Trademarks.

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.

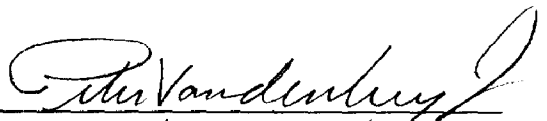
IN WITNESS WHEREOF, the undersigned has caused this Release of Security Interest in Trademarks to be duly executed and delivered by a duly authorized officer on the day and year first above written.

THE CHASE MANHATTAN BANK, as Agent

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

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

MACKINTOSH OF NEW ENGLAND CO.

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

SCHEDULE A
TO THE RELEASE
OF SECURITY INTEREST
IN TRADEMARKS BETWEEN
MACKINTOSH OF NEW ENGLAND CO.
AND
THE CHASE MANHATTAN BANK

UNITED STATES REGISTRATIONS

<u>TRADEMARK</u>	<u>REGISTRATION NO.</u>	<u>REGISTRATION DATE</u>
ALL OUTDOORS	1,073,221	9/13/77
VESTCOAT & DESIGN	1,447,591	7/14/87
CHAS. MACKINTOSH & CO. LTD. & DESIGN	395,402	5/26/42
MACKINTOSH NEW ENGLAND	2,162,989	6/9/98

UNITED STATES APPLICATIONS

<u>TRADEMARK</u>	<u>APPLICATION NO.</u>	<u>FILING DATE</u>
MACKINTOSH NEW ENGLAND	74/322,876	10/16/92
MACKINTOSH SPORT	75/232,744	1/29/97

ZALKIN, RODIN & GOODMAN LLP

COUNSELORS AT LAW

750 THIRD AVENUE

NEW YORK, NY 10017-2771

HENRY LEWIS GOODMAN
RICHARD S. TODER
ROBERT H. SCHEIBE
ANDREW D. GOTTFRIED
MENACHEM O. ZELMANOVITZ
WILLIAM H. SCHRAG
MICHAEL S. DAVIS
MARGOT B. SCHONHOLTZ
MARK F. LISGIO
NEIL E. HERMAN

(212) 455-0600

HARRY ZALKIN (1913-1968)
ISRAEL AKSELROD (1925-1975)

FACSIMILE 212-682-6331

December 29, 1998

VIA FEDERAL EXPRESS

United States Patent and Trademark Office
Office of Public Records
Crystal Gateway 4, Room 335
Washington, DC 20231

Re: Mackintosh of New England Co.

Dear Sir/Madam:

Enclosed for filing and recordation is a copy of a Release of Security Interest in Trademarks (the "Release"), dated as of December 23, 1998, by The Chase Manhattan Bank ("Chase"), as agent for itself and the Lenders party to the Second Amended and Restated Credit Agreement and Guaranty, dated as of March 24, 1997 (as amended, supplemented or restated from time to time).

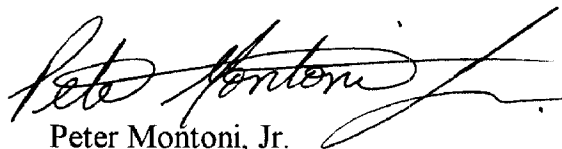
By this enclosed document, Chase, as agent, releases its security interest in the right, title and interest in and to the U.S. trademark registrations and applications identified on the enclosed Recordation Form Cover Sheet.

Kindly record this Release against the U.S. trademarks identified on the enclosed Recordation Form Cover Sheet.

Enclosed is a Zalkin, Rodin & Goodman LLP check in the amount of \$165.00, representing payment of the fees incurred in connection with such filing and recordation.

Kindly address any inquiries concerning this matter to the attention of the undersigned at the above address.

Respectfully submitted,



Peter Montoni, Jr.

Enclosures

RECEIVED
98 DEC 30 AM 9:17
ASSIGNMENT BRANCH