

1.25.99

FORM PTO-1574 (Modified)  
(Rev. 6-93)  
OMB No. 0651-0011 (exp. 4  
Copyright 1994-97 LegalSt:  
TM05/REV03

RECORDED

02-03-1999



Docket No.:

009168.022

Tab settings

01-25-1999

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original documents or copy thereof.

To the Honorable

U.S. Patent & TMO/ TM Mail Rcpt Dt. #54

1. Name of conveying party(ies):

**MBank, Dallas, N.A. - now PNC Bank, N.A.**

- Individual(s)
- General Partnership
- Corporation-State
- Other national banking association

Additional names(s) of conveying party(ies)  Yes  No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other Term/Release of Security Interest in Trademark

Execution Date: November 5, 1998

2. Name and address of receiving party(ies):

Name: Simplicity Pattern Company, Inc.

Internal Address: \_\_\_\_\_

Street Address: 2 Park Avenue, 12th Floor

City: New York State: NY ZIP: 10016

- Individual(s) citizenship \_\_\_\_\_
- Association \_\_\_\_\_
- General Partnership \_\_\_\_\_
- Limited Partnership \_\_\_\_\_
- Corporation-State \_\_\_\_\_
- Other \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic designation is  Yes  N  
(Designations must be a separate document from Additional name(s) & address(es)  Yes  N

4. Application number(s) or registration numbers(s):

A. Trademark Application No.(s)

**Refund Refs**  
**02/03/1999 DNGUYEN 0000076440**

B. Trademark Registration No.(s)

1,482,464      1,466,326      1,426,278

**CHECK Refund Total: \$195.00**

Additional numbers  Yes  No

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

Name: Karl S. Sawyer, Jr.

Internal Address: \_\_\_\_\_

Kennedy Covington Lobdell & Hickman, L.L.P.

Street Address: 100 North Tryon St., Suite 4200

City: Charlotte State: NC ZIP: 28202

6. Total number of applications and registrations involved:.....

14

7. Total fee (37 CFR 3.41):.....\$ \$560.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

18-1215

02/03/1999 DNGUYEN 00000018 1482464

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01 FC:481      40.00 OP  
02 FC:482      325.00 OP

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.*

Karl S. Sawyer, Jr.  
Name of Person Signing

Signature

Jan 21 1999  
Date

Total number of pages including cover sheet, attachments, and

5

**Recordation Form Cover Sheet Continuation**

1,213,895	1,135,740	1,102,664
1,099,516	1,088,706	816,384
805,145	684,574	514,739
508,225		

**Exhibit A**

**Simplicity Pattern Co., Inc.**

**U.S. Trademarks subject to security interests in favor of  
MBank Dallas, N.A., recorded on 2/9/88 at Reel/Frame 0603/0276**

**Registered Marks**

<b>Mark</b>	<b>Registration No.</b>	<b>Registration Date</b>
SIMPLICITY	1,482,464	3/29/88
SIMPLICITY HOUSE and Design	1,466,326	11/24/87
SIMPLICITY	1,426,278	1/27/87
SUPER SIMPLE	1,213,895	10/26/82
FUSS -FREE FIT	1,135,740	5/20/80
YES I CAN !	1,135,739	5/20/80
PICK-A-KNIT	1,102,664	9/19/78
E.S.P.	1,099,516	8/15/78
GO EVERY-WHERE and Design	1,088,706	4/4/78
SIMPLICITY PERSONAL FIT	816,384	10/4/66
JIFFY	805,145	3/8/66
QUICK MEASURE	684,574	9/1/59
SIMPLICITY (stylized)	514,739	9/6/49
SIMPLICITY	508,225	4/5/49

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**TRADEMARK  
REEL: 1847 FRAME: 0217**

**TERMINATION AND RELEASE  
OF SECURITY INTEREST  
IN TRADEMARKS**

**TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS**, dated as of November 5, 1998, by **MBANK, DALLAS, N.A.** ("Secured Party").

**WHEREAS**, pursuant to the terms of a Security Agreement (as amended, modified, extended or restated from time to time) between Simplicity Pattern Company, Inc. (the "Company") and the Secured Party, the Company granted to the Secured Party a security interest in and lien on all of the trademarks and trademark applications identified on Exhibit A attached hereto (collectively, the "Pledged Trademarks"); and

**WHEREAS**, the Security Agreement was recorded with the United States Patent and Trademark Office on February 9, 1988 at Reel/Frame 0603/0276; and

**WHEREAS**, the Secured Party has agreed to terminate and release its security interest in the Pledged Trademarks as herein provided;

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Secured Party and the Company hereby agree as follows:

1. **Termination and Release.** The Secured Party hereby terminates and releases its security interest in and lien on all of the Pledged Trademarks effective as of the date first set forth above.
2. **Acknowledgment and Acceptance.** The Company hereby acknowledges and accepts the foregoing terminated release by the Secured Party.
3. **Counterparts.** This Termination and Release may be executed in any number of counterparts which shall together constitute one and the same agreement.

**IN WITNESS WHEREOF**, the Secured Party and the Company have executed this Termination and Release, to take effect as of the date first set forth above.

**PNC Bank, National Association**, as successor by  
assignment to **MBank, Dallas, N.A.**, as Secured  
Party

By:   
Title: ASSISTANT VICE PRESIDENT

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**TRADEMARK  
REEL: 1847 FRAME: 0218**

Accepted:

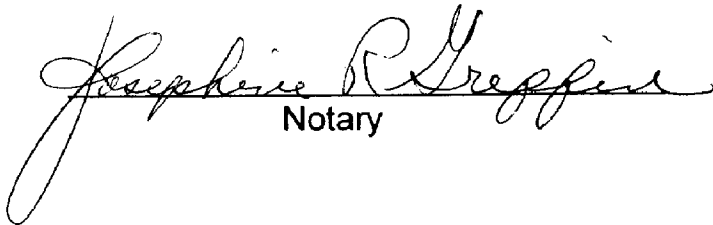
**Simplicity Pattern Co., Inc.**

By: Fred J. Russo  
Title: CHIEF OPERATING OFFICER

STATE OF NEW JERSEY )  
  ) ss:  
COUNTY OF MIDDLESEX )

On this, the 5<sup>th</sup> day of November, 1998 before me, the subscriber, personally appeared Robert Anchundia, who I am satisfied is the person who executed the foregoing instrument as Assistant Vice President of **PNC Bank, National Association**, as successor by assignment to **MBANK, DALLAS, N.A.**, a national banking association, the bank named in the foregoing instrument, and who acknowledged that he, as such officer, being authorized to do so, executed the foregoing instrument as such bank's voluntary act and deed for the purposes therein contained by signing on behalf of said bank as such officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

  
Notary

My Commission Expires:  
JOSEPHINE R. GRIFFIN  
NOTARY PUBLIC OF NEW JERSEY  
~~MY COMMISSION EXPIRES AUG. 28, 2001~~

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