

03-15-1999



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RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

3-8-99
MLO

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
- Merger
- Change of Name
- Other

Effective Date
Month Day Year
2 23 99

Conveying Party

Mark if additional names of conveying parties attached

Name

Execution Date
Month Day Year
2 23 99

Formerly

- Individual General Partnership Limited Partnership Corporation Association
- Other

Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

- Individual General Partnership Limited Partnership
- Corporation Association
- Other

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

Citizenship/State of Incorporation/Organization

03/11/1999 DNGUYEN 00000103 2128671

FOR OFFICE USE ONLY

01 FC:481

40.00 DP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

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

TRADEMARK
REEL: 1866 FRAME: 0905

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)			Registration Number(s)		
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="2,128,671"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment: Enclosed Deposit Account

Deposit Account (Enter for payment by deposit account or if additional fees can be charged to the account.)

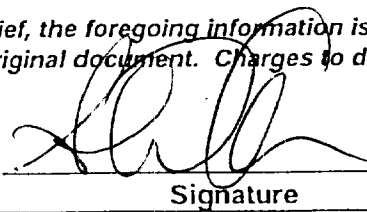
Deposit Account Number: #

Authorization to charge additional fees: Yes No

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. Charges to deposit account are authorized, as indicated herein.

SHERWIN D. ABRAMS
Name of Person Signing



Signature

3-5-99
Date Signed

**RELEASE OF SECURITY
INTEREST IN TRADEMARKS**

THIS RELEASE OF SECURITY INTEREST IN TRADEMARKS (the "Release") made as of the 23rd day of February, 1999 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 I 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 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.

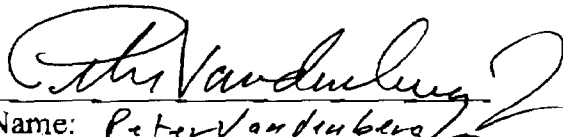
IN WITNESS WHEREOF, the undersigned has caused this Release of Security Interest in Trademarks to be duly executed and delivered by a duly authorized officer on the day and year first above written.

THE CHASE MANHATTAN BANK, as Agent

By: 
Name: **John H. King, VP**
Title: **John H. King, VP**

ACCEPTED AND AGREED AS OF THIS 23 DAY OF FEBRUARY, 1999

MACKINTOSH OF NEW ENGLAND CO.

By: 
Name: **Peter Vandenberg Jr**
Title: **President**

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>
KAOTIC	2,128,671	1/13/98