

RECC

03-16-1999



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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

Tab settings

Send original documents or copy thereof.

To the Honorable Commissioner of Patents and Trademarks

1. Name of conveying party(ies):

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

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

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: March 5, 1999

2. Name and address of receiving party(ies)

Name: Mackintosh of New England Co.

Internal Address: _____

Street Address: 1373 Broad Street, 3rd Fl.

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):

A. Trademark Application No.(s)

See Attached Schedule 1

B. Trademark Registration No.(s)

See Attached Schedule 1

Additional numbers attached? Yes No

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

Name: Morgan, Lewis & Bockius LLP

Internal Address: Attn: Peter Montoni, Esq.

Street Address: 101 Park Avenue

City: New York State: NY ZIP: 10178

6. Total number of applications and registrations involved: _____

7. Total fee (37 CFR 3.41).....\$ 115.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

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

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.

Leana Nussbaum
Name of Person Signing

Leana Nussbaum
Signature

3/11/99
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: 1868 FRAME: 0225

3/15/1999 00000020 1197990

01 FC:481
02 FC:482

SCHEDULE I
TO RECORDATION FORM COVER SHEET

UNITED STATES REGISTRATIONS

| <u>TRADEMARK</u> | <u>REGISTRATION NO.</u> | <u>REGISTRATION DATE</u> |
|------------------|-------------------------|--------------------------|
| KAOS | 1,197,990 | 6/15/82 |
| KAOS | 1,419,300 | 5/14/86 |
| Andy Johns | 1,562,284 | 10/24/89 |
| Andy Johns | 1,060,825 | 3/8/77 |

**RELEASE OF SECURITY
INTEREST IN TRADEMARKS**

THIS RELEASE OF SECURITY INTEREST IN TRADEMARKS (the "Release") made as of the 5th day of March, 1999 by THE CHASE MANHATTAN BANK, as Agent, with an office at 111 West 40th Street, 10th Floor, New York, NY 10018 (the "Agent").

WITNESSETH:

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");

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.

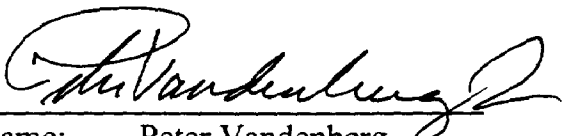
IN WITNESS WHEREOF, the undersigned has caused this Release of Security Interest in Trademarks to be duly executed and delivered by a duly authorized officer on the day and year first above written.

THE CHASE MANHATTAN BANK, as Agent

By: _____
Name:
Title:

**ACCEPTED AND AGREED AS OF
THIS 5th DAY OF MARCH, 1999**

MACKINTOSH OF NEW ENGLAND CO.

By: 
Name: Peter Vandenberg
Title: President and Chief Operating Officer

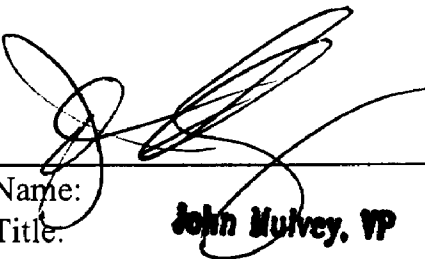
reasonably necessary and delivered by the Grantor to the Agent, which are intended to terminate any interest of the Agent in the Released Trademarks.

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

**ACCEPTED AND AGREED AS OF
THIS 5th DAY OF MARCH, 1999**

MACKINTOSH OF NEW ENGLAND CO.

By: _____
Name: Peter Vandenberg
Title: President and Chief Operating Officer

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

UNITED STATES REGISTRATIONS

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