

SCHEDULE 1
TO RECORDATION FORM COVER SHEET

UNITED STATES REGISTRATIONS

<u>TRADEMARK</u>	<u>REGISTRATION NO.</u>	<u>REGISTRATION DATE</u>
Good Friends	1,294,492	9/11/84
Hi Dives	1,514,693	11/29/88
Winning Team	1,773,699	5/25/93
Windy Trail	1,836,878	5/17/84
Wonderralls	1,013,839	6/17/75
Weather Tamer	730,123	4/17/62
Weather Tamer	1,561,092	10/17/89
Collie Warm as a Collie's Fur	1,561,093	10/17/89
Weather Tamer	1,577,883	1/16/90
Collie Design	1,582,648	2/13/90
The Kids Andy Johns	2,045,161	3/11/97

**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., M&L International, Inc. (the "Grantor"), Mackintosh of New England Co. (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 trademarks 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

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**

M&L INTERNATIONAL, INC.

By: _____
Name: Peter Vandenberg
Title: Vice President

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**

M&L INTERNATIONAL, INC.

By: 
Name: Peter Vandenberg
Title: Vice President

SCHEDULE A
TO THE RELEASE
OF SECURITY INTEREST
IN TRADEMARKS BETWEEN
M&L INTERNATIONAL, INC.
AND
THE CHASE MANHATTAN BANK

UNITED STATES REGISTRATIONS

<u>TRADEMARK</u>	<u>REGISTRATION NO.</u>	<u>REGISTRATION DATE</u>
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