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To the Honorable Commissioner of Patent

and original documents or copy thereof.

1. Name of conveying party(ies):

The Bank of New York

- Individual(s)
 - General Partnership
 - Corporation-State
 - Other a state chartered New York banking corporation
- Additional name(s) of conveying party(ies) attached? Yes No

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

Name: Venator Group Specialty, Inc.

Internal Address: _____

Street Address: 233 Broadway

City: New York State: NY ZIP: 10279

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State New York
- 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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other Relinquishment of Assignment for Security.
- Merger
- Change of Name

Execution Date: December 1, 1999

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

A. Trademark Application No.(s)

75/404,911 - BODY DANCE

B. Trademark registration No.(s)

1,883,162 - AFTER THOUGHTS

Additional numbers attached? Yes No

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

Name: Jillian D. Sexsmith, Esq.

Internal Address: Venator Group, Inc.

Street Address: 233 Broadway

City: New York State: NY ZIP: 10279

6. Total number of applications and registrations involved: _____

22

7. Total fee (37 CFR 3.41):..... \$ 565.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

23-3062

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

03/15/2000 TTDN11 00000069 233062 1883162
01 FC:481 (40.00 CH)
02 FC:482 525.00 CH

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.

Jillian D. Sexsmith
Name of Person Signing

Signature

December 1, 1999
Date

Total number of pages composing cover sheet: _____

4

CONTINUATION OF SECTION 4A

Application No. and Corresponding Mark

75/518,125 - DEVIL DIP

75/508,710 - DRESS CODE

75/643,924 - HIP STIXS

75/625,344 - PRINCIE

75/625,238 - PRINCIE

75/429,851 - RAIN DANCE

75/404,912 - WIND DANCE

CONTINUATION OF SECTION 4B

Registration No. and Corresponding Mark

1,931,774 – AFTER THOUGHTS
1,931,783 – AFTER THOUGHTS
1,933,245 – AFTER THOUGHTS
1,937,244 – AFTER THOUGHTS
1,956,013 – AFTER THOUGHTS
2,095,025 – AFTER THOUGHTS
2,162,003 – AFTER THOUGHTS TRIANGLE DESIGN
1,343,617 – AFTERTHOUGHTS
1,600,052 – CARIMAR
1,958,314 – LIL THOUGHTS
2,044,925 – LIL THOUGHTS
1,951,435 – SENSITIVE SOLUTIONS
1,410,917 – FINAL TOUCH BOUTIQUE

**NOTICE OF RELINQUISHMENT OF
ASSIGNMENT FOR SECURITY (IN U.S. TRADEMARKS)**

WHEREAS, a Trademark Security Agreement, dated as of June 16, 1999 (the "Agreement"), was made by VENATOR GROUP SPECIALTY, INC., a New York corporation ("Grantor") in favor of THE BANK OF NEW YORK, in its capacity as Administrative Agent (the "Grantee") pursuant to, and in conjunction with, the Security Agreement dated as of June 16, 1999 (as amended from time to time, the "Security Agreement"), among Venator Group, Inc. a New York corporation (with its successors, the "Company"), each of the Subsidiaries of the Company listed on the signature pages thereof and each other Subsidiary of the Company that may from time to time become a party thereto in accordance with Section 20 thereof (each, with its successors, a "Subsidiary Guarantor") and the Grantee;

WHEREAS, pursuant to the Agreement, the Grantor assigned and granted Grantee a security interest in all of Grantor's right, title and interest in and to the U.S. Trademarks, U.S. Trademark registrations, U.S. Trademark applications and Trademark Licenses set forth on Schedule 2B and Schedule 2C to the Security Agreement, together with (i) all Proceeds (as such term is defined in the Uniform Commercial code in effect in the State of New York, the "Proceeds") and products of the Marks, (ii) the goodwill of the businesses symbolized by the Marks and (iii) all causes of action arising prior to the date thereof for infringement of any of the Marks or unfair competition regarding the same;

WHEREAS, the Agreement was presented to the United States Patent and Trademark Office as of September 9, 1999;

WHEREAS, the Grantee, in its capacity as Administrative Agent, wishes to release any and all interest it may have in the U.S. Trademarks, U.S. Trademark registrations, U.S. Trademark applications and Trademark Licenses set forth on Schedule A to this Agreement (the "Marks"), together with (i) all Proceeds (as such term is defined in the Uniform Commercial code in effect in the State of New York, the "Proceeds") and products of the Marks, (ii) the goodwill of the businesses symbolized by the Marks and (iii) all causes of action arising prior to the date thereof for infringement of any of the Marks or unfair competition regarding the same;

WHEREAS the parties desire to provide a document suitable for recording in the United States Patent and Trademark Office for the purposes of recording the release, relinquishment and discharge by the Grantee of its security interest in the Marks;

NOW, THEREFORE, in consideration of and in exchange for good and

valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantee hereby relinquishes, releases and discharges its security interest in the Marks, including without limitation, its security interest in the Marks, together with (i) all Proceeds and products of the Marks (ii) the goodwill of the businesses symbolized by the Marks and (iii) all causes of action arising prior to the dated thereof for infringement of any of the Marks or unfair competition regarding the same.

Terms used in this certificate and not defined have the meanings assigned to them in the Security Agreement.

IN WITNESS WHEREOF, the Grantee has caused this Notice of Relinquishment of Assignment of Security (in U.S. Trademarks) to be duly executed as of November 30, 1999.

THE BANK OF NEW YORK, as
Administrative Agent, Grantee

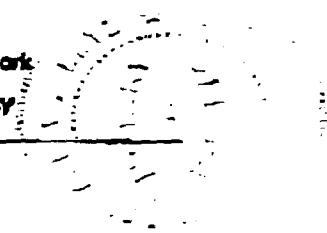
By: *Howard F. Hanson, Jr.*
Title: VICE PRESIDENT

STATE OF New York)
 : ss.)
COUNTY OF New York)

On this 20th day of November, 1999, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Harold F. Berman, Jr., personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed the within on behalf of the Corporation therein named, and acknowledged to me that the Corporation executed it.

Witnessed My Hand and
Official Seal

Richard W. Katz
Notary Public in and for
the said County and State
RICHARD W. KATZ
Notary Public, State of New York
No. 02KA470888
Qualified in New York County
Term Expires 10-31-2001



**SCHEDULE A
THE MARKS**

**US TRADEMARKS
RECORDED WITH THE
USPTO**

TRADEMARK APPLICATIONS	APPLICATION NUMBER
BODY DANCE	App. 75/404,911
DEVIL DIP	App. 75/518,125
DRESS CODE	App. 75/508,710
HIP STDXS	App. 75/643,924
PRINCIE	App. 75/625,344
PRINCIE	App. 75/625,238
RAIN DANCE	App. 75/429,851
WIND DANCE	App. 75/404,912

TRADEMARK REGISTRATIONS NUMBER	REGISTRATION
AFTER THOUGHTS	1,883,162
AFTER THOUGHTS	1,931,774
AFTER THOUGHTS	1,931,783
AFTER THOUGHTS	1,933,245
AFTER THOUGHTS	1,937,244
AFTER THOUGHTS	1,956,013
AFTER THOUGHTS	2,095,025
AFTER THOUGHTS TRIANGLE DESIGN	2,162,003

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AFTERTHOUGHTS	1,343,617
CARIMAR	1,600,052
LIL THOUGHTS	1,985,314
LIL THOUGHTS	2,044,925
SENSITIVE SOLUTIONS	1,951,435
FINAL TOUCH BOUTIQUE	1,410,917

**US COMMON LAW
TRADEMARKS**

**AFTER THOUGHTS ATTITUDES
ATTITUDES COLOR ILLUSION
COLOR ILLUSION
FRACTIONS**

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**** TOTAL PAGE 11 ****