

05-23-2001



Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings

U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

101726322

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

Mac 5-9-01

1. Name of conveying party(ies): Foothill Capital Corporation
Individual(s) Association General Partnership Limited Partnership Corporation-State - California Other
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies) Name: The Sirena Apparel Group, Inc. Internal Address: Street Address: 2825 Santa Fe Avenue City: Los Angeles State: CA Zip: 50058
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

3. Nature of conveyance: Assignment Merger Security Agreement Change of Name Other Partial Release and Reassignment
Execution Date: May 2, 2001

4. Application number(s) or registration number(s): A. Trademark Application No.(s) 75/616281 75/616295

B. Trademark Registration No.(s) 0551238 1088787
Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Dean S. Brockbank Internal Address: Parr, Waddoups, Brown, Gee and Loveless Street Address: 185 South State Street, Suite 1300 City: Salt Lake State: UT Zip: 84111

6. Total number of applications and registrations involved: 4
7. Total fee (37 CFR 3.41): \$ 115.00 Enclosed Authorized to be charged to deposit account
8. Deposit account number:
05-09-2001 U.S. Patent & TMO/TM Mail Rpt Dt #7:
(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.
Susan Allen Name of Person Signing Signature Date May 9, 2001

Total number of pages including cover sheet, attachments, and document: 6

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

PARTIAL RELEASE AND REASSIGNMENT

THIS PARTIAL RELEASE AND REASSIGNMENT is executed as of May 2, 2001 by FOOTHILL CAPITAL CORPORATION, a California corporation ("Foothill").

WITNESSETH:

WHEREAS, THE SIRENA APPAREL GROUP, INC., a Delaware corporation ("Debtor") and Foothill are parties to a certain Trademark Security Agreement, dated as of October 24, 2000 (the "Trademark Security Agreement"), pursuant to which Debtor incurred certain liabilities to and granted a security interest in and collateral assignment of the "Trademark Collateral" (as defined in the Trademark Security Agreement), including, without limitation, the trademark registrations and applications for trademark registration issued thereon or applied for in the United States or throughout the world, including the registrations, recordings, supplemental registrations and pending applications for registration in the United States Trademark Office as described in Schedule A attached hereto (collectively, the "Rose Marie Reid Registrations"), as security for Debtor's obligations to Foothill under the Trademark Security Agreement;

WHEREAS, the Trademark Security Agreement was submitted for recordation with the United States Trademark Office on or about December 1, 2000, and a copy of such submission is attached hereto as Exhibit 1; and

WHEREAS, Debtor no longer has an interest in the portion of the Trademark Collateral described on Schedule A hereto (the "Rose Marie Reid Trademarks") and has requested that Foothill release its security interest in the Rose Marie Reid Trademarks;

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged:

1. Foothill hereby releases, without any representation, warranty, or recourse whatsoever, its security interest in and collateral assignment of the Rose Marie Reid Trademarks.

2. Foothill hereby reassigns, grants and conveys to Debtor, without any representation, warranty, or recourse whatsoever, all of Foothill's right, title and interest, if any, in and to the Rose Marie Reid Trademarks, including without limitation the Registrations appearing in Schedule A.

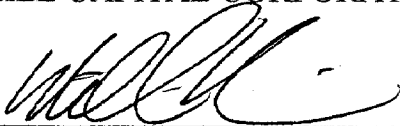


05-09-2001

U.S. Patent & TMO/c/TM Mail RcptDt #73

IN WITNESS WHEREOF, Foothill has caused this Release and Reassignment to be duly executed by its duly authorized officer or representative as of the day and year first above written.

FOOTHILL CAPITAL CORPORATION

By: 

Its: Vice President

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

On this 2nd day of May 2001 before me personally appeared William Sniad known to me to be the individual who executed the foregoing instrument and acknowledged to me that he/~~she~~ executed the same as the duly authorized officer or representative above designated of Foothill Capital Corporation.

K. Melissa Chavez
Notary Public

Los Angeles County, CA

My commission expires: 1-20-2005



EXHIBIT I

Recorded by the Assignment Division of the U.S. Patent and Trademark Office on
December 1, 2000, Reel/Frame: 2184/572

SCHEDULE A

Registration No.
or Application
No. _____

Registration Date

Owner

Mark

551238

11/27/51

The Sirena
Apparel Group,
Inc.

ROSE MARIE
REID
(STYLIZED)

1088787

04/04/78

The Sirena
Apparel Group,
Inc.

ROSE MARIE
REID AND
DESIGN

75/616281

01/04/99

The Sirena
Apparel Group,
Inc.

ROSE MARIE
REID

75/616295

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Apparel Group,
Inc.

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REID