

01-17-2003

FORM PTO-1594  
Rev. 6-93

MRD

RECORD



U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

MB No. 0651-0011 (exp. 4/94)

TR

Tab settings

1-16-03

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

1. Name of conveying party(ies):

The Bank of New York  
Execution date 12-17-2007

- Individual(s)
- General Partnership
- Corporation-State
- Other
- Association
- Limited Partnership

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
- Previously Recorded on Reel 002595  
Execution Date: Frame 0419

2. Name and address of receiving party(ies)

Name: B. Boman & Co., Inc.  
Internal Address  
Street Address: 1000 Huyler Street  
City: Teterboro State: NJ ZIP: 07608

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

B. Trademark Registration No.(s)

1,104,159 1,210,999  
1,350,720 1,327,100

Additional numbers attached?  Yes  No

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

Name: B. Boman & Co., Inc.

Internal Address:

01/17/2003 GTON11 00000089 1164159

01 FC:8521	40.00 DP
02 FC:8522	75.00 DP
03 FC:8523	120.00 DP

Street Address: 1000 Huyler Street

City: Teterboro State: NJ ZIP: 07608

6. Total number of applications and registrations involved:

4

115.00  
7. Total fee (37 CFR 3.41) \$120.00

- 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.

Cindy Ronson  
Name of Person Signing

G Ronson  
Signature

1/16/03  
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: 002597 FRAME: 0609

ASSIGNMENT AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

AGREEMENT made as of the 17 day of December, 2002, by and between The Bank of New York, a New York corporation with its principal place of business in New York ("Lender"), and B. Boman & Co., Inc., a New York corporation having an address c/o A&E Stores, Inc., 1000 Huyler Street, Teterboro, NJ 07608 ("Assignor").

WITNESSETH:

WHEREAS, pursuant to an Assignment of Trademarks and Service Marks as Collateral dated as of March 1, 1994 (the "Collateral Assignment"), between Lender and Assignor, Assignor assigned to Lender certain Trademarks, including, without limitation, those listed on the attached Exhibit A (the "Trademarks"), which Assignment was recorded with the United States Patent and Trademark Office on June 5, 1994 at Reel 1190, Frame 249, as security for the "Obligations" as defined in the Collateral Assignment; and

WHEREAS, Assignor has satisfied the Obligations and Lender has agreed to release its security interest in the Trademarks and reassign them to Assignor;

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, Lender and Assignor hereby agree as follows:

1. Lender hereby assigns and transfers to Assignor, without recourse or warranty, its entire right, title and interest in to and to the Trademarks and any United States trademark application filed as a continuation, continuation-in-part or division of any Trademark, or for reissue of any Trademark, and any United States trademark issuing on any Trademark, together with all of Lender's rights, title and interest in any cause of action that has heretofore arisen or may hereafter arise, owing to unconsented use or any disclosure of a Trademark, the same to be held and enjoyed by Assignor for its own use and benefit and the use and benefit of its legal representatives, successors and assigns to the full end of the term of which the Trademarks are granted (including any reissues and continuations thereof).


2. Lender hereby releases its security interest in the Trademarks.

3. Assignor and Lender hereby acknowledge and agree that the Collateral Assignment is terminated as of the date of this Agreement.


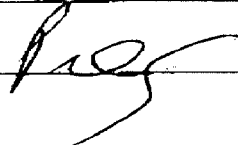
4. The date of this Agreement first set forth above is for identification purposes only and is the date this Agreement is deemed to have been delivered by Lender to Assignor. This Agreement was executed by the parties on the date set forth in the acknowledgments below.

IN WITNESS WHEREOF, Assignor and Lender have caused this Agreement to be executed by their duly authorized officers, all as of the day and year first above written.

The Bank of New York

By:   
Wendy T. O'Keefe  
Title: Vice President

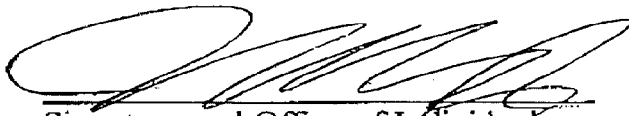
B. Boman & Co., Inc,

By:   
Title: 

State of New York:  
County of New York:

On the 17th day of November in the year 2002 before me, the undersigned, a Notary Public in and for said State, personally appeared Alan A. Ades, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

JOHN M. FOLEY, JR.  
Notary Public, State of New York  
No. 01F06348585  
Qualified in Nassau County  
Commission Expires 3/31/06

  
Signature and Office of Individual  
Taking Acknowledgment

State of New Jersey:  
County of ~~New Jersey~~ BERGEN

On the 20th day of December, 2002, before me personally appeared the above-named Alan A. Ades, as President of B. Boman & Co., Inc., to me known and known by me to be the person executing the foregoing instrument, and he acknowledged said instrument by him executed to be his free act and deed in said capacity and the free act and deed of the corporation.

  
Notary Public  
My Commission Expires:

MAUREEN J. FERRARO  
COMMISSION EXPIRES 6/3/07  
NOTARY #2202150  
STATE OF NEW JERSEY

EXHIBIT AU.S. Trademark Registration

<u>Registration No.</u>	<u>Date Registered</u>	<u>Trademark</u>
1,164,159	8/4/81	Famous Designer Clothes For The Woman Who Knows
1,210,999	9/28/92	Bolton's
1,350,720	7/23/85	Madison and Park
1,327,100	3/26/85	Sloat Sport