

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
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<b>NATURE OF CONVEYANCE:</b>	Release of Trademark Security Agreement
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**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Fleet National Bank	National Westminster Bank USA	04/23/2004	National Banking Association: UNITED STATES

**RECEIVING PARTY DATA**

<b>Name:</b>	Georgette Klinger, Inc.
<b>Street Address:</b>	501 Madison Avenue
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10022
<b>Entity Type:</b>	CORPORATION: NEW YORK

**PROPERTY NUMBERS Total: 14**

Property Type	Number	Word Mark
Registration Number:	1284859	GK
Registration Number:	1370618	
Registration Number:	1284858	GEORGETTE
Registration Number:	1719277	HERBAL ESSENTIALS
Registration Number:	1301107	
Registration Number:	1730543	
Registration Number:	1286713	KATHRYN
Registration Number:	1121229	
Registration Number:	1106942	GEORGETTE KLINGER
Registration Number:	1354848	KLINGER
Registration Number:	1104128	KLINGER
Registration Number:	1076178	GEORGETTE KLINGER
Registration Number:	1400036	FIRMATIVE
Registration Number:	1115110	GK

CH \$365.00 1284859

CORRESPONDENCE DATA

Fax Number: (212)704-6288

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: 2127046000

Email: kzielaznicki@jenkens.com

Correspondent Name: Karl M. Zielaznicki

Address Line 1: 405 Lexington Avenue

Address Line 2: The Chrysler Building

Address Line 4: New York, NEW YORK 10174

ATTORNEY DOCKET NUMBER:

64145.00004

NAME OF SUBMITTER:

Karl M. Zielaznicki

Total Attachments: 3

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## RELEASE OF TRADEMARK SECURITY AGREEMENT

This RELEASE OF TRADEMARK SECURITY AGREEMENT (this "Agreement") dated April 23, 2004 between GEORGETTE KLINGER, INC., a dissolved New York corporation (the "Borrower"), with its principal place of business located at 501 Madison Avenue, New York, NY 10022 and FLEET NATIONAL BANK (f/k/a NATIONAL WESTMINSTER BANK USA), a national banking association, with an office at 111 Westminister Street, Providence, RI 02110.

### W I T N E S S E T H:

WHEREAS, the Borrower entered into a certain Loan Agreement dated March 21, 1989, as amended by, (i) a Waiver and Agreement dated February 28, 1990, (ii) a Waiver and Amendment dated May 2, 1991 and (iii) an Amendment No. 3 to Loan Agreement dated April 30, 1992 (hereinafter, as it may from time to time be amended, modified or supplemented, referred to as the "Loan Agreement") with the Bank pursuant to which the Bank has agreed to make available to the Borrower a credit facility (the "Credit Facility") under which the Borrower may, subject to the terms of the Loan Agreement, obtain loans and letters of credit issued for its account, upon and subject to the terms and conditions of the Loan Agreement;

WHEREAS, the Borrower owns the trademarks and/or service marks listed on Schedule A attached hereto along with goodwill of the business associated therewith, and also the US Patent and Trademark Registrations and Applications listed on said Schedule A (the "Trademarks");

WHEREAS, pursuant to a Security Agreement and Trademark Security Agreement dated March 21, 1989 and an Amended and Restated Trademark Security Agreement between the Borrower and the Bank (hereinafter, as it may from time to time be amended, modified or supplemented, referred to as the "Security Agreements"), the Borrower granted the Bank a security interest in the Trademarks on the terms and conditions set forth in the Security Agreements; and

WHEREAS, the Borrower has made payment and/or performed all of the obligations secured by Security Agreements and the Bank has agreed to execute this Agreement.

NOW, THEREFORE, in consideration of the Borrower's satisfaction of all of the obligations secured by the Security Agreements and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Bank hereby terminates the first lien upon and security as set forth in the Security Agreements in all of the Borrower's right, title and interest in and to the Trademarks, together with the goodwill of the business connected with the use and symbolized by the Trademarks.

The Bank expressly agrees to execute and deliver, at the request of the Borrower, all other papers, instruments, and other documents and to perform any other acts the Borrower reasonably may require in order to terminate the security interests granted in the Security

Agreements and and/or to provide evidence to support any of the foregoing in the event such evidence is deemed necessary by the Borrower.

IN WITNESS WHEREOF, the Bank has caused this Agreement to be duly executed by an officer thereof on the day and year first above written.

FLEET NATIONAL BANK

By: Britt O'Rourke

Name: Britt O'Rourke

Title: Vice President

STATE OF NEW YORK)  
) ss:  
COUNTY OF NEW YORK)

On this 23<sup>RD</sup> day of April in the year 2004 before me personally came BRITT O'ROURKE, to me known, who, being by me duly sworn, did depose and say that she resides at 1185 AVE. OF AMERICAS, N.Y., N.Y., that she is an VICE PRES. of FLEET NATIONAL BANK (f/k/a National Westminster Bank USA), the banking association described in and which executed the foregoing instruments; and the he/she signed his/her name thereto by order of the board of directors of said association.

Josephine Nappi  
Notary Public

**JOSEPHINE NAPPI**  
Notary Public, State of New York  
No. 01NA4791885  
Qualified in Queens County  
Commission Expires Jan. 31, 2006

**SCHEDULE A**

<b><u>US Trademark Registrations</u></b>		
<b><u>Mark</u></b>	<b><u>Registration Date</u></b>	<b><u>Registration No.</u></b>
GK	July 10, 1984	1,284,859
<i>DESIGN ONLY</i>	November 12, 1995	1,370,618
GEORGETTE	July 10, 1984	1,284,858
HERBAL ESSENTIALS	September 22, 1992	1,719,277
<i>DESIGN ONLY</i>	October 23, 1984	1,301,107
<i>DESIGN ONLY</i>	November 10, 1992	1,730,543
KATHRYN	July 24, 1984	1,286,713
<i>DESIGN ONLY</i>	June 26, 1979	1,121,229
GEORGETTE KLINGER	November 28, 1978	1,106,942
KLINGER	August 20, 1985	1,354,848
KLINGER	October 17, 1978	1,104,128
GEORGETTE KLINGER	October 25, 1977	1,076,178
FIRMATIVE	July 8, 1996	1,400,036
GK DESIGN	March 20, 1979	1,115,110