

05-21-2007

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



103407931

To the Director of the U.S. Patent and Trademark Office

Transmit this document to the new address(es) below.

1. Name of conveying party(ies):

Wilmington Trust Company

- Individual(s)       Association
- General Partnership     Limited Partnership
- Corporation - State: Delaware
- Other \_\_\_\_\_

Citizenship (see guidelines) \_\_\_\_\_  
Additional name(s) of conveying party(ies) attached?  Yes  No

3. Nature of Conveyance:

- Assignment       Merger
- Security Agreement     Change of Name
- Other Release of Security Interest

Execution Date: April 27, 2007

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

Additional names, addresses, or citizenship attached?  Yes  No

Name: BARNEY'S, INC., BARNEYS AMERICA, INC., BARNEYS (CA) LEASE CORP., BARNEYS (NY) LEASE CORP., BASCO ALL-AMERICAN SPORTSWEAR CORP., BARNEYS AMERICA (CHICAGO) LEASE CORP., BNY LICENSING CORP. and BARNEYS NEW YORK, INC.

Address: 575 Fifth Avenue, 11th Floor  
New York, NY 10017

Country: USA

- Association      Citizenship \_\_\_\_\_
- General Partnership    Citizenship \_\_\_\_\_
- Limited Partnership    Citizenship \_\_\_\_\_
- Corporation - New York    Citizenship \_\_\_\_\_
- Other \_\_\_\_\_      Citizenship \_\_\_\_\_

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)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

919,009

1,348,019

Additional numbers attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

THE MADISON ROOM; Reg. Date: August 24, 1971; Reg. No.: 919,009

MADISON ROOM; Reg. Date: July 9, 1985; Reg. No. 1,348,019

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

Carol L.B. Matthews, Esquire  
OBLON, SPIVAK, McCLELLAND, MAIER & NEUSTADT, P.C.  
Attorneys at Law  
1940 Duke Street  
Alexandria, Virginia 22314  
(703) 413-3000  
Email: [tmddocket@oblon.com](mailto:tmddocket@oblon.com)  
OSMMN Ref: 270659US

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 2.6(b)(6) & 3.41): \$65.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information

- a. Credit Card (see attached form)
- b. Deposit Account Number: 50-2014

40.00 OP  
25.00 OP

9. Signature:

Carol L.B. Matthews, Esquire  
Name of Person Signing

May 16, 2007

Date

Total number of pages, including cover sheet, attachments, and document: 12

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, Virginia 22313-1450

05/18/2007 11:41:01 AM 00000029 919009

01 FC:8521  
02 FC:8522

## **RELEASE OF SECURITY INTEREST**

THIS RELEASE OF SECURITY INTEREST, dated as of April 27, 2007 ("Release") by and among BARNEY'S, INC., a New York corporation (and as successor-in-interest to Barneys America, Inc., Barneys (CA) Lease Corp., Barneys (NY) Lease Corp., BASCO All-American Sportswear Corp., and Barneys America (Chicago) Lease Corp.), BNY LICENSING CORP., a Delaware corporation (together with Barney's, Inc., "the Barneys Subsidiaries"), and BARNEYS NEW YORK, INC., a Delaware corporation, (collectively "Barneys" or "Releasee") and WILMINGTON TRUST COMPANY, a Delaware banking corporation, in its capacity as Collateral Agent ("Wilmington Trust" or "Releasor").

WHEREAS, Barneys and Wilmington Trust, as trustee, are party to an Indenture, dated as of April 1, 2003, as amended (the "Indenture"), which provides for the issuance by Barney's, Inc. of its 9% Senior Secured Notes Due 2008 (the "Notes"); and

WHEREAS, Barneys New York, Inc., as grantor, and Wilmington Trust, as collateral agent, entered into that certain Security Agreement, dated April 1, 2003, as amended by First Amendment dated December 1, 2004 (the "Parent Security Agreement"), in favor of Wilmington Trust in order to secure the obligations of Barneys under the Indenture; and

WHEREAS, the Barneys Subsidiaries, as grantors, and Wilmington Trust, as collateral agent, entered into that certain Security Agreement, dated April 1, 2003, as amended by First Amendment dated December 1, 2004 (the "Barneys Security Agreement"), in favor of Wilmington Trust in order to further secure the obligations of Barneys under the Indenture; and

WHEREAS, the Barneys Subsidiaries, as grantors, and Wilmington Trust, as collateral agent, entered into that certain Intellectual Property Security Agreement, dated April 1, 2003 (the

“IP Security Agreement”), in order to further secure Barneys’ obligations under the Indenture;  
and

WHEREAS, pursuant to said Parent Security Agreement, Barneys Security Agreement, IP Security Agreement (collectively referred to as the “Security Agreements”), Barneys granted to Wilmington Trust certain security interests which, *inter alia*, consisted of liens on United States Trademarks, Trademark Registrations and Applications listed on Schedule A annexed hereto (the “Trademarks”), which are owned by the Barneys Subsidiaries; and

WHEREAS, said Security Agreements were recorded with the United States Patent and Trademark Office at (1) Reel 2813, Frame 0222 on March 18, 2004, (2) Reel 2889, Frame 0677, and (3) Reel 2816, Frame 0218 on March 18, 2004, December 8, 2003 and March 24, 2004, respectively; and

WHEREAS, Barneys New York, Inc., as pledgor, and Wilmington Trust, as collateral agent, entered into that certain Pledge Agreement, dated April 1, 2003 (the “Parent Pledge Agreement”), in order to further secure Barneys’ obligations under the Indenture; and

WHEREAS, the Barneys Subsidiaries, as pledgors, and Wilmington Trust, as collateral agent, entered into that certain Pledge Agreement, dated April 1, 2003 (the “Pledge Agreement”), in order to further secure Barneys’ obligations under the Indenture; and

WHEREAS, pursuant to said Parent Pledge Agreement and Pledge Agreement, Barneys pledged to Wilmington Trust certain equity interests which, *inter alia*, consisted of shares of capital stock owned by the Pledgors as listed on Schedule B annexed hereto (the “Equity Interests”); and

WHEREAS, Barneys has fully paid and satisfied its outstanding obligations under the Indenture, thereby terminating said security interests and said pledges pursuant to the respective provisions of the Parent Security Agreement, Barneys Security Agreement, IP Security Agreement, Parent Pledge Agreement and Pledge Agreement; and

WHEREAS, Wilmington Trust now desires to release and to execute a satisfaction of each of the Parent Security Agreement, Barneys Security Agreement, the IP Security Agreement, and the Parent Pledge Agreement and Pledge Agreement, and to release any security interests and assignments granted under the Parent Security Agreement, Barneys Security Agreement, IP Security Agreement, Parent Pledge Agreement or Pledge Agreement back to Barneys;

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

1. Wilmington Trust hereby releases Barneys from the Parent Security Agreement and releases and discharges all interests and claims that Wilmington Trust may have in the "Collateral" (as defined in the Parent Security Agreement) given as collateral security thereunder, including, without limitation, any and all interests Wilmington Trust may have in each of the Trademarks. Wilmington Trust hereby declares that the Parent Security Agreement is fully terminated and discharged and shall be of no further force and effect, and that Barneys shall not have any further obligations thereunder.
2. Wilmington Trust hereby releases Barneys from the Barneys Security Agreement and releases and discharges all interests and claims that Wilmington Trust may have in the "Collateral" (as defined in the Barneys Security Agreement) given as

collateral security thereunder, including, without limitation, any and all interests Wilmington Trust may have in each of the Trademarks. Wilmington Trust hereby declares that the Barneys Security Agreement is fully terminated and discharged and shall be of no further force and effect, and that Barneys shall not have any further obligations thereunder.

3. Wilmington Trust hereby releases Barneys from the IP Security Agreement and releases and discharges all interests and claims that Wilmington Trust may have in the "Intellectual Property Collateral" (as defined in the IP Security Agreement) given as collateral security thereunder, including, without limitation, any and all interests Wilmington Trust may have in each of the Trademarks. Wilmington Trust hereby declares that the IP Security Agreement is fully terminated and discharged and shall be of no further force and effect, and that Barneys shall not have any further obligations thereunder.

4. Wilmington Trust hereby releases Barneys from the Parent Pledge Agreement and releases and discharges all interests and claims that Wilmington Trust may have in the "Pledged Collateral" (as defined therein) given as collateral security thereunder, including, without limitation, any and all interests Wilmington Trust may have in each of the shares of capital stock identified on Exhibit A attached thereto. Wilmington Trust hereby declares that the Parent Pledge Agreement is fully terminated and discharged and shall be of no further force and effect, and that Barneys shall not have any further obligations thereunder. Wilmington Trust

hereby agrees to release said shares of capital stock and deliver said shares of capital stock to Barneys forthwith.

5. Wilmington Trust hereby releases Barneys from the Pledge Agreement and releases and discharges all interests and claims that Wilmington Trust may have in the "Pledged Collateral" (as defined therein) given as collateral security thereunder, including, without limitation, any and all interests Wilmington Trust may have in each of the shares of capital stock identified on Exhibit A attached thereto. Wilmington Trust hereby declares that the Pledge Agreement is fully terminated and discharged and shall be of no further force and effect, and that Barneys shall not have any further obligations thereunder. Wilmington Trust hereby agrees to release said shares of capital stock and deliver said shares of capital stock to Barneys forthwith.
6. Notwithstanding anything to the contrary contained in this Release, the releases granted hereby are without recourse, representation, warranty or liability of any kind.
7. The parties may sign any number of copies of this Release. Each signed copy will be an original, but all of them together represent the same agreement.

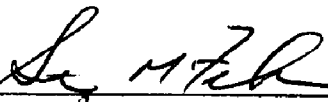
IN WITNESS WHEREOF, this Release shall be binding and effective upon execution by

Wilmington Trust the day and year first above written.

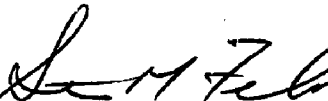
WILMINGTON TRUST COMPANY, as Collateral Agent

By:   
Name: Kristin L. Moore  
Title: Senior Financial Services Officer

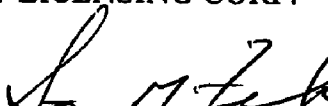
BARNEY'S, INC.

By:   
Name: STEVEN M. FELDMAN  
Title: VP & CFO

BARNEYS NEW YORK, INC.

By:   
Name: STEVEN M. FELDMAN  
Title: VP - CFO

BNY LICENSING CORP.

By:   
Name: STEVEN M. FELDMAN  
Title: VP - CFO

ACKNOWLEDGEMENTS

THE STATE OF Delaware )  
 )  
COUNTY OF New Castle )

On the 27<sup>th</sup> day of April, 2007, before me, the undersigned authority, on this day personally appeared Kristen L. Moore, Senior Financial Services Officer of WILMINGTON TRUST COMPANY, as Collateral Agent, a Delaware banking corporation; known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that (s)he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.

JANET LOUISE FRAATZ  
Notary Public - State of Delaware  
My Comm. Expires March 18, 2010

Janet Louise Fraatz  
Notary Public

THE STATE OF NEW YORK )  
 )  
COUNTY OF New York )

On the 23<sup>rd</sup> day of April, 2007, before me, the undersigned authority, on this day personally appeared Steven Feldman, Executive Vice President of BARNEY'S, INC., a New York corporation; known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein express, in the capacity therein stated and as the act and deed of said corporation.

MARC H. PERLOWITZ  
Notary Public, State of New York  
No. 24-4738601  
Qualified in New York County  
Commission Expires ~~May 23, 10~~  
10/17/2010

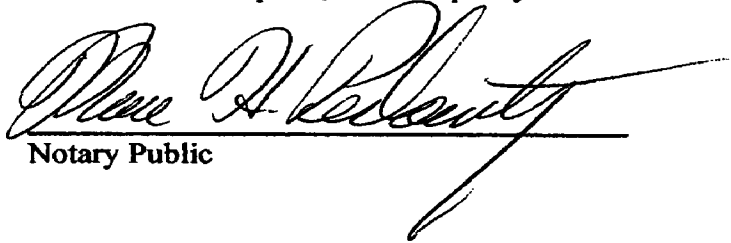
Marc H. Perlowitz  
Notary Public



THE STATE OF NEW YORK )  
COUNTY OF New York )

On the 23<sup>rd</sup> day of April, 2007, before me, the undersigned authority,  
on this day personally appeared Steven Feldman, Executive  
Vice President of BARNEY NEW YORK, INC., a Delaware corporation; known to  
me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me  
that he executed the same for the purposes and consideration therein express, in the capacity therein  
stated and as the act and deed of said corporation.

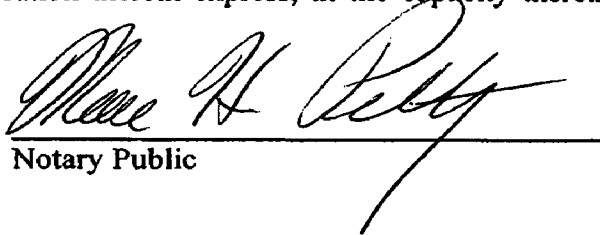
**MARC H. PERLOWITZ**  
Notary Public, State of New York  
No. 24-4738601  
Qualified in New York County  
Commission Expires ~~May 31, 08~~  
10/17/2010

  
\_\_\_\_\_  
Notary Public

THE STATE OF NEW YORK )  
COUNTY OF New York )

On the 23<sup>rd</sup> day of April, 2007, before me, the undersigned authority,  
on this day personally appeared Steven Feldman, Executive  
Vice President of BNY LICENSING CORP., a Delaware corporation; known to me to  
be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that  
he executed the same for the purposes and consideration therein express, in the capacity therein  
stated and as the act and deed of said corporation.

**MARC H. PERLOWITZ**  
Notary Public, State of New York  
No. 24-4738601  
Qualified in New York County  
Commission Expires ~~May 31, 08~~  
10/17/2010

  
\_\_\_\_\_  
Notary Public

SCHEDULE A

List of U.S. Trademarks – Reel/Frame 2816/0218

<b>Serial Number</b>	<b>Mark</b>
72372005	The Madison Room
73397710	Madison Room

**SCHEDULE B**

**List of Equity Interests under Pledge Agreements**

<b>Name of Issuer</b>	<b>Percentage of Issues and Outstanding Common Stock Owned by Pledgor</b>	<b>Shares of Capital Stock Owned and Pledged by Pledgor</b>
Barneys America, Inc.	100	324,000
BNY Licensing Corp.	100	200
Barneys (CA) Lease Corp.	100	100
Barneys (NY) Lease Corp.	100	100
Basco All-American Sportswear Corp.	100	100
Barneys America (Chicago) Lease Corp.	100	100
Barney's, Inc.	100	8,560

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