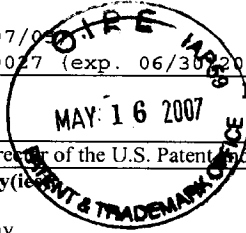


05-21-2007

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



103407930



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

its or 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

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)

3. Nature of Conveyance:

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

Execution Date: April 27, 2007

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)
 434,297
 740,068

Additional numbers attached? Yes No

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

DIGRAZZO; Reg. Date: November 18, 1947; Reg. No.:434,297
 BARNEY'S; Reg. Date: October 30, 1962; Reg. No. 740,068

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: tmdocket@oblon.com
 OSMMN Ref: 270659US

6. Total number of applications and registrations involved: 43
 7. Total fee (37 CFR 2.6(b)(6) & 3.41): \$1,090.00

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

9. Signature:
 Signature
Carol L.B. Matthews, Esquire
 Name of Person Signing

May 16, 2007
 Date

Total number of pages, including cover sheet, attachments, and document: 20

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

00000028 434297
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1050.00 0P
05/18/2007 MJR/MAL
01 FC:852
02 FC:852P

ADDITIONAL NUMBERS

Serial Number	Mark
73397420	Oak Room
73397422	International House
73397423	America House
73397425	Barneys
73397426	English Room
73397427	Barneys New York
73397428	Barneys
73397429	Barneys Corporate Program
73397431	The R.S.V.P. Room at Barneys
73397708	Barneys Chelsea Passage
73685577	Co/Op Barneys New York
73792604	Barneys New York
74030677	Select, Don't Settle
74139558	Chelsea Passage
74173714	Select, Don't Settle
74579035	Look
74698082	Barneys New York
75172667	Fred's at Barney's New York
75222841	Co/Op
75273941	Barneys New York
75297335	[Design of Baby's Head Line Drawing]
75865763	Co/Op Barney's New York
75865764	Co/Op
75876415	Barneys New York Procreation
75981207	Barneys New York Procreation
75981426	Barneys New York
75981502	[Design Lion Line Figure]
76007053	Barneys New York
76007054	[Design Lion Line Figure]
76050007	Barneys New York Free Stuff
76084625	Get it Right
7608488	Give Good Gift
7608496	[Design Silhouette of man]
76143228	Barneys New York Madison Avenue
76210450	Barneys New York Offspring
76254052	Cheeky, Happy, Hip
76261420	Cheeky. Happy. Hip [Design with Pair of Birds]
76261421	Get it Right
76283654	Taste, Luxury, Humor
76368542	The Foundation
76389133	The Foundation

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.

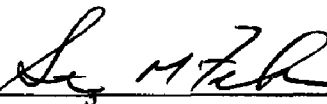
5. Wilmington Trust hereby releases Barneys from the Pledge Agreement and releases and discharges all interests and claims that Wilmington Trust may have in the "Pledged Collateral" (as defined therein) given as collateral security thereunder, including, without limitation, any and all interests Wilmington 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

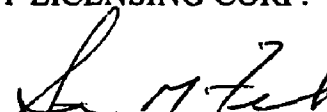
BARNEY'S, INC.

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 27th 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 23rd 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 21, 10~~
10/17/2010

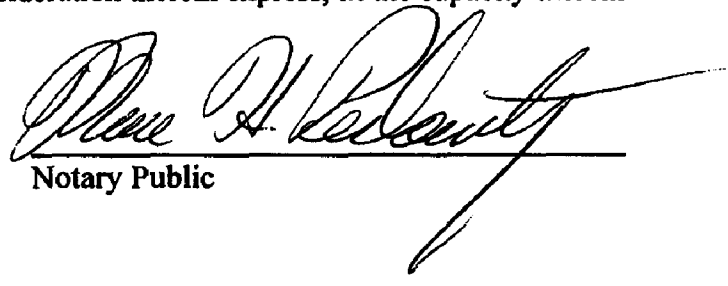
Marc H. Perlowitz
Notary Public

THE STATE OF NEW YORK)

COUNTY OF New York)

On the 23rd 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, 2008~~
10/17/2010



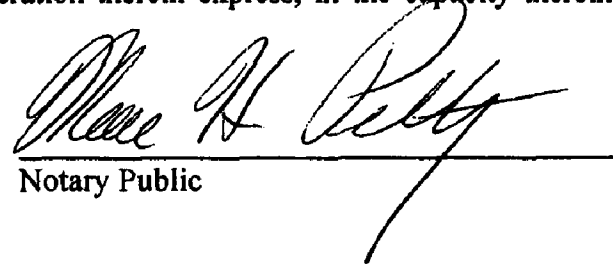
Notary Public

THE STATE OF NEW YORK)

COUNTY OF New York)

On the 23rd 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, 2008~~
10/17/2010



Notary Public

SCHEDULE A

List of U.S. Trademarks – Reel/Frame 2889/0677

Serial Number	Mark
71503277	Di Grazzo
72136187	Barney's
73397420	Oak Room
73397422	International House
73397423	America House
73397425	Barneys
73397426	English Room
73397427	Barneys New York
73397428	Barneys
73397429	Barneys Corporate Program
73397431	The R.S.V.P. Room at Barneys
73397708	Barneys Chelsea Passage
73685577	Co/Op Barneys New York
73792604	Barneys New York
74030677	Select, Don't Settle
74139558	Chelsea Passage
74173714	Select, Don't Settle
74579035	Look
74698082	Barneys New York
75172667	Fred's at Barney's New York
75222841	Co/Op
75273941	Barneys New York
75297335	[Design of Baby's Head Line Drawing]
75865763	Co/Op Barney's New York
75865764	Co/Op
75876415	Barneys New York Procreation
75981207	Barneys New York Procreation
75981426	Barneys New York
75981502	[Design Lion Line Figure]
76007053	Barneys New York
76007054	[Design Lion Line Figure]
76050007	Barneys New York Free Stuff
76084625	Get it Right
76086488	Give Good Gift
76086496	[Design Silhouette of man]
76143228	Barneys New York Madison Avenue
76210450	Barneys New York Offspring
76254052	Cheeky, Happy, Hip
76261420	Cheeky. Happy. Hip [Design with Pair of Birds]

Serial Number	Mark
76261421	Get it Right
76283654	Taste, Luxury, Humor
76368542	The Foundation
76389133	The Foundation

SCHEDULE B

List of Equity Interests under Pledge Agreements

Name of Issuer	Percentage of Issues and Outstanding Common Stock Owned by Pledgor	Shares of Capital Stock Owned and Pledged by Pledgor
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

B-1

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