

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The CIT Group/Business Credit, Inc.		02/01/2008	CORPORATION: NEW YORK
RECEIVING PARTY DATA			
Name:	Steve & Barry's Michigan LLC		
Street Address:	12 Harbor Park Drive		
City:	Port Washington		
State/Country:	NEW YORK		
Postal Code:	11050		
Entity Type:	LIMITED LIABILITY COMPANY: MICHIGAN		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2399262	STEVE & BARRY'S UNIVERSITY SPORTSWEAR	
CORRESPONDENCE DATA			
Fax Number:	(212)969-2900		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(212) 969-3000		
Email:	trademark@proskauer.com		
Correspondent Name:	Jenifer deWolf Paine		
Address Line 1:	Proskauer Rose LLP		
Address Line 2:	1585 Broadway - Trademark File Room		
Address Line 4:	New York, NEW YORK 10036-8299		
ATTORNEY DOCKET NUMBER:	67063-001 (SEC RELEASE)		
NAME OF SUBMITTER:	Jenifer deWolf Paine		
Signature:	/Jenifer deWolf Paine/		

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Date:

02/04/2008

Total Attachments: 3

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TERMINATION OF SECURITY INTEREST IN TRADEMARKS

This **TERMINATION OF SECURITY INTEREST IN TRADEMARKS**, dated as of February 1, 2008, is made by The CIT Group/Business Credit, Inc., as agent (the "Secured Party").

WHEREAS, the owner listed on Schedule A attached hereto (the "Grantor") has granted a security interest in certain personal property to the Secured Party, including without limitation a security interest in certain trademarks, trademark applications, and/or trademark licenses ("Trademarks");

WHEREAS, the security interest granted to the Secured Party was recorded at the United States Patent and Trademark Office on March 1, 2005 at Reel 3036 and Frame 0717; and

WHEREAS, the Secured Party has agreed to terminate and release its security interest in all of such Trademarks, including, without limitation, the Trademarks identified on Schedule A attached hereto.

NOW, THEREFORE, for valuable consideration, the Secured Party hereby terminates and releases all mortgages, liens, and security interests granted to the Secured Party in the following Trademarks:

1. all of the Grantor's Trademarks to which the Grantor is a party including those referred to on Schedule A attached hereto;
2. all goodwill of the business connected with the use of, and symbolized by, each Trademark; and
3. all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or (ii) injury to the goodwill associated with any Trademark.

IN WITNESS WHEREOF, the Secured Party has caused this Termination of Security Interest in Trademarks to be duly executed as of the date first set forth above.

Secured Party:

THE CIT GROUP/BUSINESS CREDIT, INC.,
as Agent

By: 
Name: **Adrian Avalos**
Title: **Vice President**

Schedule A

U.S. Trademarks

<u>Owner</u>	<u>Registration # or Serial #</u>	<u>Trademark</u>
Steve & Barry's Michigan LLC (Formerly Steve & Barry's MI LLC and Steve & Barry's Michigan, Inc.)	75654133 Registration #: 2399262	<i>Steve & Barry's University Sportswear</i>