

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
CAPITALSOURCE FINANCE LLC		08/12/2008	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Simplicity Pattern Co. Inc.
Street Address:	2 Park Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10016
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 19

Property Type	Number	Word Mark
Registration Number:	2808669	SIMPLICITY
Registration Number:	2585152	SIMPLICITY TRIMS
Registration Number:	2282887	SIMPLICITY
Registration Number:	2282886	SIMPLICITY
Registration Number:	2280074	SIMPLICITY
Registration Number:	2106457	DESIGN YOUR OWN
Registration Number:	1784085	YES I CAN
Registration Number:	1914892	SIMPLY THE BEST
Registration Number:	1664976	IT'S SO EASY IT'S SIMPLICITY
Registration Number:	1642911	SIMPLICITY DOLL HOUSE
Registration Number:	1553693	NEW LOOK
Registration Number:	1482464	SIMPLICITY
Registration Number:	1466326	SIMPLICITY HOUSE
Registration Number:	1426278	SIMPLICITY

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Registration Number:	1135739	YES I CAN!
Registration Number:	0891787	STYLE
Registration Number:	0508225	SIMPLICITY
Registration Number:	0514739	SIMPLICITY
Registration Number:	0805145	JIFFY

CORRESPONDENCE DATA

Fax Number: (215)655-2617

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

Email: jay.johnston@dechert.com

Correspondent Name: James J. Johnston

Address Line 1: Cira Centre, 2929 Arch St.

Address Line 2: Dechert LLP

Address Line 4: Philadelphia, PENNSYLVANIA 19104-2808

NAME OF SUBMITTER:	Kristina M. Case
Signature:	/Kristina Case/
Date:	08/15/2008

Total Attachments: 3

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RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY

WHEREAS, SIMPLICITY PATTERN CO. INC., a Delaware corporation (“Simplicity”), LENDING TEXTILE CO., INC., a Pennsylvania corporation (“Textile”), CONSO INTERNATIONAL CORPORATION, a South Carolina corporation (“Conso”), and WM. WRIGHT CO., a Delaware corporation (“Wright”, and together with Simplicity, Conso and Textile, the “Grantors”), entered into an Intellectual Property Security Agreement, dated as of April 8, 2004 (the “Security Agreement”), with CAPITALSOURCE FINANCE LLC, a Delaware limited liability company, as collateral agent (in such capacity, the “Collateral Agent”), for the secured parties (the “Secured Parties”) identified in the Revolving Credit, Term Loan, Guaranty and Security Agreement dated as of April 8, 2004;

WHEREAS, the Security Agreement was recorded in the United States Patent and Trademark Office on April 19, 2004, at reel/frame 2951/0732 (as to Simplicity), reel/frame 2951/0764 (as to Conso), and reel/frame 2951/0907 (as to Wright);

WHEREAS, the Security Agreement was recorded in the United States Copyright Office on May 12, 2004 at V3510 D601 P1-30 and V3510 D600 P1-30;

WHEREAS, Grantors granted to the Collateral Agent, under the terms of the Security Agreement, a continuing security interest (the “Security Interest”) in favor of the Collateral Agent in and to the intellectual property described in the Security Agreement, including without limitation the Pledged Intellectual Property (as defined below) owned by Grantors; and

WHEREAS, pursuant to that certain letter of Collateral Agent referenced as “Payoff Quote under Credit Agreement” dated as of June 5, 2008, the Grantors have taken such steps and made such payments as to fulfill its obligations of payment under the Security Agreement, and the Collateral Agent, on behalf of itself and the other Secured Parties, has agreed to release any and all right, title, and interest of the Collateral Agent, and each Secured Party, in and to (i) the trademark registrations set forth on Schedule A hereto, (ii) the copyright registrations set forth on Schedule B hereto, and (iii) all other Intellectual Property (as defined in the Security Agreement) subject to the Security Interest (collectively, the “Pledged Intellectual Property”).

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, and intending to be legally bound, the Collateral Agent hereby releases the Security Interest in the Pledged Intellectual Property, and hereby waives, relinquishes and releases Grantors and their respective successors and assigns from all covenants, obligations, liabilities and warranties under the Security Agreement with respect to the Pledged Intellectual Property.

CAPITALSOURCE FINANCE LLC, as Collateral Agent and on behalf of the other Secured Parties

By: _____
Name:
Title:

Date:

TRADEMARKS (Simplicity Pattern Co. Inc.)			
REG. NO.	MARK	COUNTRY	REG. DATE.
2,808,669	SIMPLICITY	U.S.A.	1/27/2004
2,585,152	SIMPLICITY TRIMS	U.S.A.	6/25/2002
2,282,887	SIMPLICITY	U.S.A.	10/5/1999
2,282,886	SIMPLICITY	U.S.A.	10/5/1999
2,280,074	SIMPLICITY	U.S.A.	9/21/1999
2,106,457	DESIGN YOUR OWN	U.S.A.	10/21/1997
1,784,085	YES I CAN	U.S.A.	7/27/1993
1,914,892	SIMPLY THE BEST	U.S.A.	8/29/1995
1,664,976	IT'S SO EASY ITS SIMPLICITY	U.S.A.	11/19/1991
1,642,911	SIMPLICITY DOLL HOUSE	U.S.A.	4/30/1991
1,553,693	NEW LOOK	U.S.A.	8/29/1989
1,482,464	SIMPLICITY	U.S.A.	2/29/1988
1,466,326	SIMPLICITY HOUSE	U.S.A.	11/24/1987
1,426,278	SIMPLICITY	U.S.A.	1/27/1987
1,135,739	YES I CAN!	U.S.A.	5/20/1980
891,787	STYLE	U.S.A.	5/26/1970
508,225	SIMPLICITY	U.S.A.	4/5/1949
514,739	SIMPLICITY	U.S.A.	9/6/1949
805,145	JIFFY	U.S.A.	3/8/1966