

**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
WELLS FARGO BUSINESS CREDIT, INC.			11/20/2007
		Entity Type	
		CORPORATION: DELAWARE	
RECEIVING PARTY DATA			
Name:		Scalamandre Silks, Inc.	
Street Address:		300 TRADE ZONE DRIVE	
City:		RONKONKOMA	
State/Country:		NEW YORK	
Postal Code:		11779	
Entity Type:		CORPORATION: NEW YORK	
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	74025404	SCALAMANDRE	
Serial Number:	75260939	SCALAMANDRE	
CORRESPONDENCE DATA			
Fax Number:		(212)752-6380	
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:		212-421-2233	
Email:		mclyman@sillerwilk.com	
Correspondent Name:		Mark S. Clyman, Esq.	
Address Line 1:		675 Third Avenue	
Address Line 2:		Siller Wilk LLP	
Address Line 4:		NEW YORK, NEW YORK 10017	
ATTORNEY DOCKET NUMBER:		4266.01	
NAME OF SUBMITTER:		Mark S. Clyman	
Signature:		/Mark S. Clyman/	

OP \$65.00 74025404

**TRADEMARK**

Date:

10/06/2009

Total Attachments: 2

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**TERMINATION, RELEASE AND REASSIGNMENT OF  
SECURITY INTEREST IN TRADEMARKS**

This Termination, Release and Reassignment Agreement (this "Agreement") is dated as of November 20, 2007 and is executed in favor of **SCALAMANDRE SILKS, INC.**, a New York corporation ("Scalamandre") and **SA FABRICS, INC.**, a New York corporation ("Fabrics"; and together with Scalamandre, collectively, the "Debtors"), by **WELLS FARGO BANK, NATIONAL ASSOCIATION**, acting through its Wells Fargo Business Credit operating division ("Secured Party"), as successor-in-interest to Wells Fargo Business Credit, Inc.

WHEREAS, the Debtors and Secured Party entered into that certain Financing Agreement, dated as of July 31, 2003 (as amended, supplemented, restated or otherwise modified from time to time, the "Financing Agreement"), pursuant to which Secured Party made certain extensions of credit to the Debtors;

WHEREAS, in connection with the Financing Agreement, (i) the Debtors and Secured Party entered into that certain Patent and Trademark Security Agreement, dated as of July 31, 2003 (the "Security Agreement"), pursuant to which the Debtors granted a security interest in the Patents and Trademarks (each as defined in the Security Agreement) to Secured Party, (ii) Scalamandre executed that certain Notice of Assignment for Security (Trademarks) in favor of Secured Party, dated as of July 31, 2003, recorded with the United States Patent and Trademark Office on August 28, 2003 at Reel/Frame 2813/0807 (the "Scalamandre Notice"), and (iii) Fabrics executed that certain Notice of Assignment for Security (Trademarks) in favor of Secured Party, dated as of July 31, 2003, recorded with the United States Patent and Trademark Office on August 28, 2003 at Reel/Frame 2813/0803 (the "Fabrics Notice"); and

WHEREAS, the Debtors have requested that Secured Party terminate, release and reassign its security interest in the Patents and Trademarks in connection with the termination of the Financing Agreement, the Security Agreement and the related agreements, documents and instruments, and the payment and satisfaction in full of all obligations thereunder, pursuant to that certain Termination, Release and Indemnification Agreement, dated as of the date hereof, by and among Secured Party, the Debtors, Rosenthal & Rosenthal, Inc., as the Debtors' new lender ("New Lender") (the "Payout Agreement").

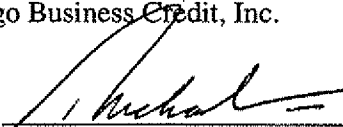
NOW, THEREFORE, upon Secured Party's receipt of the Payout Amount (as defined in the Payout Agreement), Secured Party hereby terminates, releases and reassigns to each applicable Debtor its lien on and security interest in (i) the Patents and Trademarks, (ii) the goodwill of each applicable Debtor's business connected with and symbolized by the Patents and Trademarks, and (iii) all cash and non-cash proceeds of the foregoing (collectively, the "Released Collateral"), whether such lien and security interest is granted pursuant to the Financing Agreement, the Security Agreement, the Scalamandre Notice, the Fabrics Notice, or any other agreement, document or instrument; and

Secured Party further agrees to execute and deliver to the Debtors or to New Lender, as the Debtors may so direct Secured Party in writing, any and all further agreements, documents or instruments and do any and all further acts, in each case at the Debtors' cost and expense, which the Debtors (or their agent or any of their designees) may reasonably request, in order to confirm this Agreement and the release by Secured Party of its lien on and security interest in the Released Collateral, and the reassignment by Secured Party to each applicable Debtor of all of Secured Party's right, title and interest in and to the Released Collateral.

*(Signature Page Follows)*

IN WITNESS WHEREOF, Secured Party has executed this Agreement as of the day and year first above written.

**WELLS FARGO BANK, NATIONAL  
ASSOCIATION**, acting through its Wells Fargo  
Business Credit operating division,  
as Secured Party, as successor-in-interest to Wells  
Fargo Business Credit, Inc.

By:   
Name: RICHARD MANTANI  
Title: VICE PRESIDENT

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

On the 20 day of November, 2007, before me, a duly authorized notary in and for the above county and state, appeared [Richard Mantani], on behalf of Wells Fargo Bank, National Association, known to me to be the individual who executed the above Agreement.

Robinia - McEwen  
Notary Public Reg. # 01MC6166374  
Exp. 05-21-2011

*Signature Page to Termination, Release and Reassignment of Security Interest in Trademarks*

**TRADEMARK**