# 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
PNC Bank, National Association		01/15/2010	national banking association:

### **RECEIVING PARTY DATA**

Name:	Charles Craft, Inc.		
Street Address:	21381 Charles Craft Lane		
City:	Laurinburg		
State/Country:	NORTH CAROLINA		
Postal Code:	28352		
Entity Type:	CORPORATION: NORTH CAROLINA		

### PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark	
Registration Number: 1252994		FIDDLER'S CLOTH	

### **CORRESPONDENCE DATA**

Fax Number: (336)378-5400

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

Phone: 336.378.5200

Email: lorna.selvaggio@smithmoorelaw.com

Correspondent Name: Smith Moore Leatherwood LLP

Address Line 1: 300 North Greene Street, Suite 1400

Address Line 4: Greensboro, NORTH CAROLINA 27401

ATTORNEY DOCKET NUMBER: 32083.10

NAME OF SUBMITTER: Lorna D. Selvaggio

Signature: /Lorna D. Selvaggio/

Date: 01/22/2010

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## Total Attachments: 4

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## TERMINATION AND RELEASE OF SECURITY INTERESTS

This **TERMINATION AND RELEASE OF SECURITY INTERESTS** dated as of January \_\_\_\_\_\_\_, 2010, is from PNC Bank, National Association, a national banking association (the "Secured Party"), to Charles Craft, Inc., a North Carolina corporation (the "Assignor").

## WITNESSETH:

WHEREAS, pursuant to the Trademark Security Agreement and the Patent Security Agreement, both dated May 20, 2002, and the Amended and Restated Trademark Security Agreement and the Amended and Restated Patent Security Agreement, both dated September 1, 2004, each made by the Assignor in favor of the Secured Party, certain security interests (collectively, the "Security Interests") were granted by the Assignor to the Secured Party in certain collateral, including, without limitation, the Intellectual Property Collateral (as hereinafter defined); and

WHEREAS, the Secured Party now desires to terminate and release the entirety of its Security Interests in the Intellectual Property Collateral.

**NOW, THEREFORE,** for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release of Security Interests, the Secured Party hereby states as follows:

- 1. <u>Definitions</u>: The term "Intellectual Property Collateral," as used herein, shall mean, as of the date hereof, all of the Assignor's right, title and interest of every kind and nature in:
  - (a) all of Assignor's United States and foreign patents and patent applications, including, without limitation, those identified on Schedule A, attached hereto and incorporated herein by reference, including the right to recover for all past, present and future infringements thereof and all reissues, divisions, continuations, continuations-in-part, substitutes, renewals, and extensions thereof, all improvements thereon, and all other rights of any kind whatsoever of such Assignor accruing thereunder or pertaining thereto;
  - (b) all of Assignor's United States and foreign trademarks, trade names, trade dress, service marks, trademark registrations and service mark registrations, and applications for trademark registration or service mark registration and any renewals thereof, including, without limitation, those identified in Schedule A, attached hereto and incorporated herein by reference, including all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto (including, without limitation, damages for past or future infringements thereof), the right to sue or otherwise recover for all past, present and future infringements thereof, all rights corresponding thereto throughout the world (but only such rights as now exist or may come to exist under applicable local law) and all other rights of any kind whatsoever of such Assignor accruing thereunder or pertaining thereto, together in each case with the goodwill of the

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business connected with the use of, and symbolized by, each such trademark and service mark;

- (c) all of such Assignor's right, title and interest, whether now owned or hereafter acquired, in and to all United States and foreign copyrights and copyright applications, including, without limitation, the right to recover for all past, present and future infringements thereof and all reissues, divisions, continuations, continuations-in-part, substitutes, renewals, and extensions thereof, all improvements thereon, and all other rights of any kind whatsoever of such Assignor accruing thereunder or pertaining thereto;
- (d) all license agreements regarding items (a)-(c) with any other party, whether such Assignor is a licensor or licensee under any such license agreement, and the right to prepare for sale, sell and advertise for sale, all Inventory (as defined in the Security Agreement) now or hereafter owned by such Assignor and now or hereafter covered by such licenses; and
  - (e) all proceeds of any of the foregoing.
- 2. <u>Release of Security Interests</u>: The Secured Party hereby terminates, releases, discharges, quitclaims and relinquishes its Security Interests in the Intellectual Property Collateral, and any right, title or interest of the Secured Party in such Intellectual Property Collateral shall hereby cease and become void.
- 3. <u>Further Assurances</u>: The Secured Party hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the release of the Security Interests contemplated hereby.

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TRADEMARK REEL: 004136 FRAME: 0118 **IN WITNESS WHEREOF,** the undersigned has executed this Termination and Release of Security Interests by its duly authorized officer as of the date first above written.

PNC BANK, NATIONAL ASSOCIATION By: STATE OF NOHL (anolina)

COUNTY OF Macklinering) SS.: On this 15th day of January, 2010, before me personally appeared Scott Crolastein to me known who, being by me duly sworn, did depose and say that he/she is Vice President of PNC Bank, N.A., described herein and which executed the foregoing instrument, and that he/she signed his/her name thereto pursuant to the authority granted Scott Goldstein Vtiphance OMadigos

(Affix Seal Below)

STEPHANIE O'MADIGAN
NOTARY PUBLIC
MECKLENBURG COUNTY
STATE OF NORTH CAROLINA
MY COMMISSION EXPIRES 8-22-2010

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# Schedule A

## **Patents**

U.S. Patent	Patent No.	Granted	Status	Security Interest
Towel with Cross-Stitch Area	Des. 421,198	02-29-2000	Issued	Reel/ Frame 012928/0700 To: PNC Bank, National Association Executed: 05/20/2002 Recorded: 06/03/2002  Reel/Frame 015139/0758 To: PNC Bank, National Association Executed: 09/01/2004 Recorded: 09/17/2004

## **Trademarks**

U.S. Trademark	Reg. No.	Issued	Class / Goods	Status	Security Interest
FIDDLER'S CLOTH	1,252,994	10-04-1983	Class 24: Fabric for cross stitching		Reel/ Frame 2531/0271 To: PNC Bank, National Association Executed: 05/20/2002 Recorded: 06/26/2002 Reel/Frame 2939/0519 To: PNC Bank, National Association Executed: 09/01/2004 Recorded: 09/17/2004

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**RECORDED: 01/22/2010**