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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
UBS AG, Stamford Branch, as		104/25/2011	Bank Corporation: SWITZERI AND
Administrative Agent			Corporation: SWITZERLAND

RECEIVING PARTY DATA

Name:	Wintersilks, LLC
Street Address:	30 Tozer Road
City:	Beverly
State/Country:	MASSACHUSETTS
Postal Code:	01915
Entity Type:	LIMITED LIABILITY COMPANY: FLORIDA

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	1523579	WINTERSILKS
Registration Number:	1940484	WINTERSILKS

CORRESPONDENCE DATA

Fax Number: (302)636-5454

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

Phone: 800-927-9801 x2348 Email: jpaterso@cscinfo.com

Correspondent Name: Corporation Service Co.- J. Paterson Address Line 1: 1090 Vermont Avenue NW, Suite 430

Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	781677-90
NAME OF SUBMITTER:	Jean Paterson
Signature:	/jep/
	TRADEMARK

Date:	05/26/2011
Total Attachments: 5 source=5-26-11 UBS-Wintersilks 14-TM#page1.tif source=5-26-11 UBS-Wintersilks 14-TM#page2.tif source=5-26-11 UBS-Wintersilks 14-TM#page3.tif source=5-26-11 UBS-Wintersilks 14-TM#page4.tif source=5-26-11 UBS-Wintersilks 14-TM#page5.tif	

RECORDATION FO TRADEMA	RM COVER SHEET RKS ONLY	
- Company and the second secon	ase record the attached documents or the new address(es) below.	
Name of conveying party(ies): UBS AG, Stamford Branch, as Administrative Agent	2. Name and address of receiving party(les) Additional names, addresses, or citizenship attached? No	
☐ Individual(s) ☐ Association ☐ General Partnership ☐ Limited Partnership ☐ Corporation- State: ☐ Other Bank Corporation Citizenship (see guidelines) Switzerland Additional names of conveying parties attached? ☐ Yes ☑ No 3. Nature of conveyance)/Execution Date(s): Execution Date(s) April 25, 2011 ☐ Assignment ☐ Merger ☐ Security Agreement ☐ Change of Name ☑ Other Release of Security Interest 4. Application number(s) or registration number(s) and	General Partnership Citizenship Limited Partnership Citizenship Corporation Citizenship Other LLC Citizenship Florida 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) didentification or description of the Trademark.	
A. Trademark Application No.(s) C. Identification or Description of Trademark(s) (and Filing)	B. Trademark Registration No.(s) See attached schedule A Additional sheet(s) attached? Yes No	
5. Name & address of party to whom correspondence concerning document should be mailed: Name: Corporation Service Company	6. Total number of applications and registrations involved:	
Corporation Service Company 1180 Avenue of the Americas - Suite 210 - Street Address: New York, NY 10036 -	7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ Authorized to be charged by credit card Authorized to be charged to deposit account Enclosed	
City:	8. Payment information:	
State: Zip:	a. Credit Card Last 4 Numbers Expiration Date b. Deposit Account Number Authorized User Name	
9. Signature: Signature Sarah M. Gilbert	Date Total number of pages including cover 5	
Name of Person Signing	sheet, attachments, and document:	

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, VA 22313-1450

TERMINATION AND RELEASE OF TRADEMARK SECURITY AGREEMENT

This TERMINATION AND RELEASE OF TRADEMARK SECURITY AGREEMENT (the "Termination and Release") made as of the ____ day of April, 2011, by UBS AG, STAMFORD BRANCH, in its capacity as administrative agent pursuant to the Credit Agreement (as defined below) (in such capacity, the "Administrative Agent") in favor of WINTERSILKS, LLC, a Florida limited liability company (the "Pledgor"). Capitalized terms not otherwise defined herein, shall have the meanings ascribed to them in the Credit Agreement and the Loan Documents.

WITNESSETH:

WHEREAS, pursuant to that certain (A) Credit Agreement, dated as of April 30, 2007, (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among HABAND COMPANY LLC, a Delaware limited liability company (f/k/a Haband Company, Inc., "Haband"), JOHNNY APPLESEED'S, INC., a Massachusetts corporation ("JAI"), NORM THOMPSON OUTFITTERS, INC., an Oregon corporation ("NTO") and DRAPER'S & DAMONS LLC, a California limited liability company (f/k/a Drapers & Damons, Inc., "DDI" and, together with Haband, JAI and NTO, the "Initial Borrowers"), BLAIR LLC, a Delaware limited liability company (f/k/a Blair Corporation, "Blair" and, together with the Initial Borrowers, collectively "Borrowers" and each individually, a "Borrower"), and the Guarantors from to time to time party hereto (the "Guarantors"); (B) SECURITY AGREEMENT dated as of April 30, 2007 (as amended, amended and restated, supplemented or otherwise modified from time to time in accordance with the provisions hereof, the "Security Agreement") made by the Borrowers and Guarantors, as pledgors in favor of Administrative Agent, pursuant to which the Pledgor was required to execute and deliver the Trademark Security Agreement (as defined below), made by the Pledgor in favor of the Administrative Agent; and (C) TRADEMARK SECURITY AGREEMENT, dated as of August 23, 2007, by the Pledgor in favor of the Administrative Agent (the "Trademark Security Agreement"), the Pledgor granted to the Administrative Agent, for the benefit of the Secured Parties, a lien on and security interest in and to all of its right, title and interest under certain Pledged Collateral (as defined in the Security Agreement) of the Pledgor including (a) Trademarks of Pledgor listed on Schedule I attached to the Trademark Security Agreement; (b) all Goodwill associated with such Trademarks; and (c) all Proceeds (as defined in the Security Agreement) of any and all of the Trademarks listed on Schedule I to the Trademark Security Agreement (collectively, the "Trademark Collateral");

WHEREAS, the Trademark Security Agreement was recorded with the U.S. Patent and Trademark Office at Reel 003613, Frame 0693 on August 30, 2007;

NOW, THEREFORE, in consideration of the premises and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

NY:1336650.1

- I. The Administrative Agent, for the benefit of the Secured Parties, does hereby release and terminate all collateral pledges, grants, assignments, and liens and security interests in the pledged Trademark Collateral, including the Trademarks listed on <u>Schedule I</u> attached hereto.
- 2. The Administrative Agent hereby agrees, at the expense of the Borrowers, to take any reasonable actions and to execute, acknowledge, procure and deliver any further documents necessary or reasonably requested by the Borrowers to effectuate, record or evidence the release of the Administrative Agent's security interest in the Trademark Collateral.
- 3. The Administrative Agent authorizes the Pledgor to request that the United States Patent and Trademark Office record this Termination and Release against the Trademark Collateral.
- 4. This Termination and Release shall be governed by the law of the State of New York.

[no further text on this page; signatures follow]

IN WITNESS WHEREOF, Administrative Agent, for the benefit of the Secured Parties, has caused this Termination and Release to be duly executed and delivered by a duly authorized officer on the day and year first above written.

UBS AG, STAMFORD BRANCH, as Administrative Agent

By:____ Name: Title:

Masociate Director Banking Products

Name: Title:

April Varner-Nanton Director Banking Products Services, US

SIGNATURE PAGE TO TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL

SCHEDULE I

TO TRADEMARK SECURITY AGREEMENT

Owner	Registration Number	Trademark
Wintersilks, LLC	1523579	WINTERSILKS
11711 Marco Beach Drive	The state of the s	
Jacksonville, Florida 32224-7615		
Wintersilks Inc.	1940484	WINTERSILKS
11711 Marco Beach Drive	Land of the land o	
Jacksonville, Florida 32224-7615	31.00	

TRADEMARK REEL: 004549 FRAME: 0130

RECORDED: 05/26/2011