# 5.00 265399

#### 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		04/25/2011	Bank
Administrative Agent		04/25/2011	Corporation: SWITZERLAND

#### **RECEIVING PARTY DATA**

Name:	Gold Violin LLC
Street Address:	138 Conant Street
Internal Address:	Third Floor
City:	Beverly
State/Country:	MASSACHUSETTS
Postal Code:	01915
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

#### PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	2653990	GOLD VIOLIN
Registration Number:	2639135	GOLD VIOLIN
Registration Number:	2519292	GOLD VIOLIN
Serial Number:	78707507	GOLD VIOLIN HELPFUL PRODUCTS FOR INDEPENDENT LIVING

#### **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: 781677-95

REEL: 004549 FRAME: 0137

TRADEMARK

NAME OF SUBMITTER:	Jean Paterson	
Signature:	/jep/	
Date:	05/26/2011	
Total Attachments: 5 source=5-26-11 UBS-Gold Violin 16-TM#page1.tif source=5-26-11 UBS-Gold Violin 16-TM#page2.tif source=5-26-11 UBS-Gold Violin 16-TM#page3.tif source=5-26-11 UBS-Gold Violin 16-TM#page4.tif source=5-26-11 UBS-Gold Violin 16-TM#page5.tif		

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RECORDATION FORM COVER SHEET			
TRADEMARKS ONLY			
To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.			
Name of conveying party(les):     UBS AG, Stamford Branch, as Administrative Agent	2. Name and address of receiving party(ies)  Additional names, addresses, or citizenship attached?  No  Name: Gold Violin LLC		
☐ 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 A. Trademark Application No.(s)  C. Identification or Description of Trademark(s) (and Filing	Internal Address: Street Address: 138 Conant Street, 3rd Floor City: Beverly State: Massachusetts Country: USA Zip: 01915  Association Citizenship General Partnership Citizenship Limited Partnership Citizenship  Corporation Citizenship Delaware  Other Citizenship 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. B. Trademark Registration No.(s) See attached schedule A  Additional sheet(s) attached? Yes No		
Name & address of party to whom correspondence concerning document should be mailed:     Name:	6. Total number of applications and registrations involved:		
Internal Address 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) \$		
City:	8. Payment Information:		
State: Zip:	a. Credit Card Last 4 Numbers Expiration Date		
Phone Number: Fax Number: #781677-9\$ Email Address:	b. Deposit Account Number  Authorized User Name		
9. Signature:  Signature	aut 1/17/11 Date		
Sarah M. Gilbert  Name of Person Signing	Total number of pages including cover 6 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 25 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 GOLD VIOLIN LLC, a Delaware 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 September 14, 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 003938, Frame 0948 on January 29, 2009;

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:

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- 1. 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]

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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

Name:

Title:

Associate Director Sanking Products Simposs US

Name: Title:

April Varner-Nanton Director Banking Products Services, US

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

### SCHEDULE I

## TRADEMARK SECURITY AGREEMENT

#### Trademark Registrations:

OWNER	RECISTRATION: NUMBER	THADEMARK
Gold Violin LLC	2653990	Gold Violin
Gold Violin LLC	2639135	Gold Violin
Gold Violin LL,C	2519292	Gold Violin

#### Trademark Applications:

-owner	APPLICATION SERGAL NO	TRADEMARK
Gold Violin LLC	78707507	Gold Violin Helpful
		Products for
,	4	Independent Living

TRADEMARK **REEL: 004549 FRAME: 0143** 

**RECORDED: 05/26/2011**