

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
NATIONSBANK, N.A., AS AGENT		03/06/2000	NATIONAL BANKING ASSOCIATION:

RECEIVING PARTY DATA

Name:	Conso International Corporation
Street Address:	6050 Dana Way
City:	Antioch
State/Country:	TENNESSEE
Postal Code:	37013
Entity Type:	CORPORATION: SOUTH CAROLINA

PROPERTY NUMBERS Total: 41

Property Type	Number	Word Mark
Registration Number:	1821378	CLEARWARE DECORATING SYSTEM
Registration Number:	1978322	CONSO
Registration Number:	1978323	CONSO
Registration Number:	2227320	CLAESSON
Registration Number:	2227321	CLAESSON
Registration Number:	2214183	DUITALL FABRIC MASTER
Registration Number:	0514739	SIMPLICITY
Registration Number:	0508225	SIMPLICITY
Registration Number:	0684574	QUICK MEASURE
Registration Number:	0805145	JIFFY
Registration Number:	0816384	SIMPLICITY PERSONAL FIT
Registration Number:	0891787	STYLE
Registration Number:	1102664	PICK-A-KNIT
Registration Number:	1088706	GO EVERY-WHERE

**TRADEMARK**

Registration Number:	1099516	E.S.P.
Registration Number:	1135739	YES I CAN!
Registration Number:	1135740	FUSS-FREE FIT
Registration Number:	1213895	SUPER SIMPLE
Registration Number:	1426278	SIMPLICITY
Registration Number:	1466326	SIMPLICITY HOUSE
Registration Number:	1482464	SIMPLICITY
Registration Number:	1553693	NEW LOOK
Registration Number:	1642911	SIMPLICITY DOLL HOUSE
Registration Number:	1664976	IT'S SO EASY IT'S SIMPLICITY
Registration Number:	1686390	THE 2 HOUR EXPRESS
Registration Number:	1899797	STYLE AT HOME
Registration Number:	1784085	YES I CAN
Registration Number:	1819900	PUMPKIN PUSS
Registration Number:	1839380	STYLE MADE EASY
Registration Number:	1844474	SIMPLICITY
Registration Number:	1889877	SIMPLICITY DECOR
Registration Number:	1914892	SIMPLY THE BEST
Registration Number:	2065951	CAMP SIMPLICITY
Registration Number:	2106457	DESIGN YOUR OWN
Serial Number:	75167542	TOTALLY TEDDY - DRESS 'N PLAY BEARS
Serial Number:	75170977	CREATIVE COOL - DESIGN 'N WEAR
Registration Number:	2188571	THE PANEL PLACE
Serial Number:	75284693	CUT SEW GO
Registration Number:	2280074	SIMPLICITY
Registration Number:	2282886	SIMPLICITY
Registration Number:	2282887	SIMPLICITY

**CORRESPONDENCE DATA**

Fax Number: 2026638007  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*  
Phone: 2026638000  
Email: dctm@pillsburylaw.com  
Correspondent Name: Patrick J. Jennings  
Address Line 1: 2300 N Street, N.W.  
Address Line 4: Washington, DISTRICT OF COLUMBIA 20037

**TRADEMARK**

**REEL: 004907 FRAME: 0395**

	77722-4
NAME OF SUBMITTER:	Patrick J. Jennings
Signature:	/Pat Jennings/
Date:	11/27/2012
Total Attachments: 5 source=release - nationsbank payoff#page1.tif source=release - nationsbank payoff#page2.tif source=release - nationsbank payoff#page3.tif source=release - nationsbank payoff#page4.tif source=release - nationsbank payoff#page5.tif	

March 6, 2000

Conso International Corporation  
513 North Duncan By-Pass  
Post Office Box 326  
Union, South Carolina 29379

Re: Loan Agreement (as heretofore amended or modified, the "Loan Agreement"), dated as of June 19, 1998 between Conso International Corporation, a South Carolina corporation and Simplicity Pattern Co., Inc., a Delaware corporation (the "Borrowers") and Bank of America, N.A. (successor by merger to NationsBank, N.A.) (the "Lender") and the Promissory Notes referenced on Exhibit A hereto (the "Notes")

Ladies and Gentlemen:

We refer to the Loan Agreement, as defined above. Capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Loan Agreement.

You have advised us that on March 6, 2000 (the "US Pay-Off Date") and on March 7, 2000 (the "UK Pay-Off Date"), the Borrowers intend (i) to repay in full all Loans and other Obligations owing to the Lender and all other indebtedness or obligations of any and every kind owing by the Borrowers to the Lender with proceeds of loans from SunTrust Bank, Atlanta, (ii) to provide back-up letters of credit for any letters of credit that will remain outstanding and to cash collateralize any and all outstanding contingent Obligations, and (iii) terminate their Commitment.

Please be advised that there will be owing to Lenders on the US Pay-Off Date and the UK Pay-Off Date the following respective amounts (collectively, the "Pay-Off Amounts"), assuming (a) no further Loans or advances are made to Borrower after March 3, 2000, (b) no change in the interest rate on or after the date of this letter, and (c) the full remittance, in the manner prescribed below, of the Pay-Off Amounts on or prior to 2:00 p.m. (Atlanta, Georgia time) on the US Pay-Off Date with respect to US obligations and on or prior to the time designated by the Bank in London on the UK Pay-Off Date with respect to UK obligations:

US Pay-Off Amount (principal and interest):	\$24,848,484.95
UK Pay-Off Amount (principal and interest):	£ 6,810,530.61

The US Pay-Off Amount is to be remitted to the Lender by wire transfer of immediately available funds as follows:

Bank of America, N.A.

ABA Number: 053000196

Attention: Metrolina Commercial Loan Support

Beneficiary: Conso International Corp.

Account Number: General Ledger Account # 1093600504700

The UK Pay-Off Amount is to be remitted to the Lender in accordance with instructions from the Lender.

Upon Lender's receipt of the Pay-Off Amounts on or prior to the times and dates set forth above, (i) all Obligations (other than contingent obligations described above) and other amounts then owing by the Borrowers to Lender shall have been paid in full, (ii) all security interests and liens granted to Lender in all real and personal property collateral of the Borrowers and their Subsidiaries shall terminate, (iii) all guaranties of the Obligations and other amounts owed by the Borrowers to the Lender shall be released, (iv) all third party arrangements shall be terminated (other than the back-up letters of credit described above) and all other Loan Documents and similar arrangements entered into by the Borrowers or any of their Subsidiaries in favor of the Lender shall be terminated, (v) the executed releases and terminations listed on Exhibit B, all of which are now held by Kennedy Covington Lobdell & Hickman, L.L.P. in escrow, shall be released from escrow, and (vi) we will execute and deliver to you, at your request and expense, such additional documents, instruments or agreements (all of which shall be prepared by you) as you may reasonably request to further evidence the termination of all instruments of record in favor of the Lender with respect to the security interests and liens granted to Lender in all real property and personal property collateral of the Borrowers.

The foregoing release by the Lender is conditioned on the agreement that all of the Lender's rights are reserved (i) in and to any checks or similar instruments for the payment of money heretofore received by the Lender in connection with the Loan Agreement or otherwise received by the Lender from the Borrowers and their account debtors (such checks or instruments collectively referred to as the "Instruments"), (ii) in and to any money due to become due under or by any reason of the Instruments and (iii) in and to any right to claim that such moneys are due.

The Borrowers hereby agree to pay to the Lender, upon the Lender's demand, the amount of any Instrument for which the Borrowers were given credit in computing the balance of its indebtedness owed to the Lender if such Instrument is hereafter returned unpaid for any reason whatsoever, together with all expenses incident to the processing and return of any such Instrument.

This letter shall be governed by, and construed in accordance with, the laws of the State of New York applicable to contracts made and to be performed in the State. This letter may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same letter. We acknowledge and agree that SunTrust Bank, Atlanta, in its capacity as Agent for certain other financial institutions making financial

accommodations to the Borrowers, will rely on this letter in making financial accommodations to the Borrowers.

Very truly yours,

BANK OF AMERICA, N.A.  
(successor by merger to NationsBank, N.A.)

By: Michael G. Mayer  
Name: Michael G. Mayer  
Title: Senior Vice President

**EXHIBIT A**

**PROMISSORY NOTES**

1. Promissory Note in the amount of \$20,000,000 dated June 19, 1998 from Conso Products Company, a South Carolina corporation and Simplicity Pattern Co., Inc., a Delaware corporation (the "Borrowers") to NationsBank, N.A. (the "Bank")
2. Promissory Note in the amount of \$30,000,000 dated June 19, 1998 from Conso Products Company, a South Carolina corporation and Simplicity Pattern Co., Inc., a Delaware corporation (the "Borrowers") to NationsBank, N.A. (the "Bank")
3. Promissory Note in the amount of £7,000,000 dated June 19, 1998 from British Trimmings Limited, an English company (the "Borrower") to NationsBank, N.A. (the "Bank")

## **EXHIBIT B**

### **RELEASES AND TERMINATION STATEMENTS**

1. Release of Security Interest in Registered Copyrights recorded with the United States Copyright Office on July 10, 1998 at Microfilm V003419 P015
2. Release of Security Interest in Registered Copyrights recorded with the United States Copyright Office on July 10, 1998 at Microfilm V003419 P082
3. Release of Security Interest in Trademarks recorded with the United States Patent and Trademark Office on July 7, 1998 at Reel/Frame 1752/0924
4. Release of Security Interest in Trademarks recorded with the United States Patent and Trademark Office on July 7, 1998 at Reel/Frame 1752/0972
5. Release of Security Interests in Patents recorded with the United States Patent and Trademark Office on July 7, 1998 at Reel/Frame 9297/0421
6. Termination of UCC # 980624-095635A filed 6/24/98 with the South Carolina Secretary of State
7. Termination of UCC # 19980037552 filed 6/19/98 with the North Carolina Secretary of State
8. Termination of UCC # 98-1637 filed 6/19/98 with the Catawba County, NC Register of Deeds
9. Termination of UCC # 132004 filed 6/19/98 with the New York Secretary of State
10. Termination of UCC # 98PN32842 filed with the New York County, NY Clerk's Office
11. Termination of UCC # 132001 filed 6/19/98 with the New York Secretary of State
12. Termination of UCC # 98PN32841 filed with the New York County, NY Clerk's Office
13. Termination of UCC # D417714 filed 9/4/98 with the Michigan Secretary of State
14. Termination of UCC # 1031 filed 6/23/98 with the Berrien County, MI Register of Deeds
15. Termination of UCC # 98062698114322A filed 6/26/98 with the South Carolina Secretary of State
16. Termination of UCC # 012022 filed 6/18/98 with the Union County, SC Clerk's Office
17. Termination of UCC # 012023 filed 6/18/98 with the Union County, SC Clerk's Office
18. Termination of UCC # 012024 filed 6/18/98 with the Union County, SC Clerk's Office
19. Termination of UCC # D389620 filed 6/22/98 with the Michigan Secretary of State
20. Termination of UCC # 1115 filed 7/7/98 with the Berrien County, MI Register of Deeds
21. Release of Mortgage recorded in Book 204, Page 235 on 6/18/98 with the Union County, SC Clerk's Office
22. Release of Leasehold Mortgage recorded in Book 204, Page 236 on 6/18/98 with the Union County, SC Clerk's Office
23. Release of Mortgage recorded in Liber 1894, Page 277 on 6/18/98 with the Berrien County, MI Register of Deeds