

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
TD Bank, N.A.		07/23/2013	National Association: UNITED STATES

RECEIVING PARTY DATA

Name:	AS IP Holdings, Inc.
Street Address:	100 Metro Way
City:	Secaucus
State/Country:	NEW JERSEY
Postal Code:	07094
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	3898317	A LUX
Registration Number:	3063310	ARE YOU THE NEXT GREAT WOMAN OF STYLE?
Registration Number:	3878373	ASHLEY SPORT
Registration Number:	2046868	ASHLEY STEWART
Registration Number:	3076982	ASHLEY STEWART
Registration Number:	2266303	GREAT WOMEN OF STYLE
Registration Number:	2747468	URBAN BRANDS
Registration Number:	3939361	ASHLEY SPORT
Serial Number:	76257526	ASHLEY STEWART
Serial Number:	76330074	ASHLEY STEWART
Serial Number:	77383905	BUTTERFLY BY ASHLEY STEWART

CORRESPONDENCE DATA

Fax Number:	6172484000
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OP \$290.00 3898317

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Email: tmadmin@choate.com
Correspondent Name: Elizabeth A. Walker
Address Line 1: Two International Place
Address Line 2: Choate Hall & Stewart LLP
Address Line 4: Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER:	2010280-0024
NAME OF SUBMITTER:	Elizabeth A. Walker
Signature:	/Elizabeth A. Walker/
Date:	07/25/2013

Total Attachments: 5

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**RELEASE OF SECURITY INTEREST
IN TRADEMARKS AND TRADEMARK APPLICATIONS**

July 23, 2013

AS IP HOLDINGS, INC., a Delaware corporation (the “Debtor”) granted a security interest (the “Security Interest”) in certain Collateral (as defined in the Trademark Security Agreement referred to below) to TD BANK, N.A., a national banking association, as agent (the “Agent”), as set forth in that certain Trademark Collateral Assignment and Security Agreement, dated as of January 28, 2011 by the Debtor in favor of the Agent (as amended, amended and restated, restated, supplemented or otherwise modified and in effect from time to time, the “Trademark Security Agreement”), which was recorded with the United States Patent and Trademark Office at Reel 4485, Frame 0163 on January 31, 2011. Capitalized terms used herein and not defined herein shall have the meanings assigned to such terms in the Trademark Security Agreement.

WHEREAS, the Agent has been requested to release its Security Interest and reassign its interests in the Collateral, including those Trademarks identified in Exhibit A attached hereto, which the Agent is willing to do, subject to the terms and conditions set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

A. The Agent hereby (i) terminates and releases the Trademark Security Agreement and (ii) releases, terminates and discharges all liens and the Security Interest, hereby waives and relinquishes all its rights, powers, privileges and remedies with respect to the Debtor and its successors and assigns in association with the Security Interest, and hereby releases Debtor and its successors and assigns from all covenants, obligations, liabilities and warranties in association with the Security Interest in the following:

1. all Trademarks, including, but not limited to, those Trademarks identified in Exhibit A attached hereto;

2. all present and future licenses pertaining to the Trademarks (collectively, the “Trademark Licenses”, and, individually, a “Trademark License”);

3. all of the goodwill of the business connected with the use of, and symbolized by, the Trademarks and Trademark Licenses; and

4. all products and proceeds of and rights associated with the foregoing, including any claim by the Debtor against third parties for past, present, or future infringement or dilution of any Trademark or Trademark License, for any injury to the goodwill associated with the use of any Trademark or Trademark License, or for enforcement of any Trademark or Trademark License.

B. The Agent agrees that any power of attorney or similar rights granted by the Debtor to the Agent with respect to the Trademarks, including those Trademarks identified in Exhibit A attached hereto, or Trademark licenses pursuant to or in connection with the Trademark Security Agreement is terminated.

C. The Agent hereby reassigns, transfers and conveys to the Debtor without any representation, warranty or recourse of any kind, any and all of the Agent’s right, title and interest in and to the Collateral, effective as of the date set forth above.

D. The Agent hereby authorizes the Debtor or its designee to record this release with the United States Patent and Trademark Office.

THIS RELEASE OF SECURITY INTEREST IN TRADEMARKS AND TRADEMARK APPLICATIONS SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, BUT EXCLUDING ANY PRINCIPLES OF CONFLICTS OF LAW OR OTHER RULE OF LAW THAT WOULD CAUSE THE APPLICATION OF THE LAW OF ANY JURISDICTION OTHER THAN THE LAWS OF THE STATE OF NEW YORK.

[Signature page follows next.]

IN WITNESS WHEREOF, the Agent has duly executed this Release of Security Interest in Trademarks and Trademark Applications as of the date first above written.

TD BANK, N.A.. as Agent

By:

Name: Al Forzano

Title: Vice President

**EXHIBIT A
TO
RELEASE OF SECURITY INTEREST
IN TRADEMARKS AND TRADEMARK APPLICATIONS**

LIST OF TRADEMARKS AND TRADEMARK APPLICATIONS

<u>OWNER</u>	<u>TRADEMARK</u>	<u>COUNTRY</u>	<u>REGISTRATION NUMBER</u>	<u>REGISTRATION DATE</u>
AS IP Holdings, Inc.	A LUX & DESIGN	US	3,898,317	1/4/11
AS IP Holdings, Inc.	ARE YOU THE NEXT GREAT WOMEN OF STYLE?	US	3,063,310	2/28/06
AS IP Holdings, Inc.	ASHLEY SPORT & DESIGN	US	3,878,373	11/23/10
AS IP Holdings, Inc.	ASHLEY STEWART	US	2,046,868	3/25/97
AS IP Holdings, Inc.	ASHLEY STEWART	MEXICO	623818	9/4/08
AS IP Holdings, Inc.	ASHLEY STEWART	MEXICO	649966	9/4/08
AS IP Holdings, Inc.	ASHLEY STEWART	US	3,076,982	4/4/06
AS IP Holdings, Inc.	GREAT WOMEN OF STYLE	US	2,266,303	8/3/99
AS IP Holdings, Inc.	URBAN BRANDS	US	2,747,468	8/5/03
AS IP Holdings, Inc.	ASHLEY SPORT (WORD)	US	3,939,361	4/5/11

Trademark Applications

<u>OWNER</u>	<u>MARK</u>	<u>COUNTRY</u>	<u>SERIAL NUMBER</u>	<u>FILING DATE</u>
AS IP Holdings, Inc.	ASHLEY STEWART	US	76/257,526	5/14/01
AS IP Holdings, Inc.	ASHLEY STEWART	US	76/330,074	10/25/01
AS IP Holdings, Inc.	ASHLEY SPORT (word)	MEXICO	1109581	8/4/10
AS IP Holdings, Inc.	ASHLEY SPORT (design)	MEXICO	1109583	8/4/10
AS IP Holdings, Inc.	ASHLEY SPORT	CANADA	1490775	7/30/10
AS IP Holdings, Inc.	ASHLEY SPORT & DESIGN	CANADA	1490774	7/30/10
AS IP Holdings, Inc.	A LUX & DESIGN	CANADA	1495367	9/10/10
AS IP Holdings, Inc.	A LUX & DESIGN	MEXICO	1119011	9/10/10
AS IP Holdings, Inc.	A LUX & DESIGN	MEXICO	1119009	9/10/10
AS IP Holdings, Inc.	A LUX & DESIGN	MEXICO	1119010	9/10/10
AS IP Holdings, Inc.	Butterfly by Ashley Stewart	US	77/383,905	1/30/08