

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
	Sovereign Bank New England	FORMERLY Fleet Bank-New Hampshire	06/16/2002	Federally Chartered Bank: UNITED STATES
RECEIVING PARTY DATA				
Name:	Foto Fantasy, Inc.			
Street Address:	63 Range Road			
City:	Windham			
State/Country:	NEW HAMPSHIRE			
Postal Code:	03087			
Entity Type:	CORPORATION: DELAWARE			
PROPERTY NUMBERS Total: 1				
	Property Type	Number	Word Mark	
	Registration Number:	2201210	THE PENNY MEN	
CORRESPONDENCE DATA				
Fax Number:	2125065151			
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	212-506-3634			
Email:	lpartmann@orrick.com			
Correspondent Name:	Elena Sauber			
Address Line 1:	51 West 52nd Street			
Address Line 2:	Orrick, Herrington & Sutcliffe LLP			
Address Line 4:	New York, NEW YORK 10019			
ATTORNEY DOCKET NUMBER:	15410-31			
NAME OF SUBMITTER:	Elena Sauber			
Signature:	/Elena Sauber/			
Date:	11/14/2013			
Total Attachments: 1 source=2002 Release (Sovereign Bank New England) #page1.tif				

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Sovereign

SOVEREIGN BANK NEW ENGLAND
A Division of Sovereign Bank

January 16, 2002

Foto Fantasy, Inc.
8-10 Commercial Street
Hudson, NH 03051
Attn: Timothy J. Mellen, Chief Operating Officer

Re: Sovereign Bank

Dear Mr. Mellen:

Reference is made to that certain Commercial Loan Agreement dated January 7, 1998 between Foto Fantasy, Inc. (the "Company") and Fleet Bank-New Hampshire ("Fleet"), as amended (the "Loan Agreement"). In consideration of (i) the sale of certain assets of the Company relating solely to its kiddie-ride, penny-press, gumball and bill-changing business (the "Business") and (ii) the repayment by the Company to Sovereign Bank (the "Lender"), as successor in-interest to Fleet, of certain outstanding indebtedness under the revolving term loan in accordance with the Loan Agreement, the Lender hereby consents to the sale of the assets of the Business and release of the Lender's lien thereon, and agrees to take all actions reasonably necessary to immediately terminate any liens in favor of the Lender on any assets relating to the Business.

Sincerely,

VICG PA45104T