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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM326153

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: RELEASE OF SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Wells Fargo Bank National Association		12/15/2014	National Association:

RECEIVING PARTY DATA

Name:	Jos A. Bank Clothiers, Inc.	
Street Address:	500 Hanover Pike	
City:	Hampstead	
State/Country:	MARYLAND	
Postal Code:	20174	
Entity Type:	CORPORATION: DELAWARE	
Name:	The Joseph A. Bank Mfg. Co., Inc.	
Street Address:	500 Hanover Pike	
City:	Hampstead	
State/Country:	MARYLAND	
Postal Code:	20174	
Entity Type:	CORPORATION: NEW JERSEY	

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	1182109	JOS. A. BANK
Registration Number:	1335610	DAVID BANKS, LTD.
Registration Number:	1337264	JOS. A. BANK

CORRESPONDENCE DATA

Fax Number: 2127288111

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

Phone: 2127288000

Email: ipdept@willkie.com

Correspondent Name: Kim Walker c/o Willkie Farr & Gallagher

Address Line 1: 787 Seventh Avenue

Address Line 4: New York, NEW YORK 10019

ATTORNEY DOCKET NUMBER: 120758.00013 KAW

TRADEMARK REEL: 005419 FRAME: 0630

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NAME OF SUBMITTER:	Kim A. Walker	
SIGNATURE:	/kaw-907/	
DATE SIGNED:	12/15/2014	
Total Attachments: 3		

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TRADEMARK
REEL: 005419 FRAME: 0631

AFFIDAVIT OF RELEASE OF SECURITY AGREEMENT IN TRADEMARKS

THIS AFFIDAVIT OF RELEASE OF SECURITY INTEREST IN TRADEMARKS, pertains to that certain Trademark Security Agreement (defined below) by Jos A. Bank Clothiers, Inc., a Delaware corporation, and The Joseph A. Bank Mfg. Co., Inc., a New Jersey corporation (as predecessor to The Joseph A. Bank Mfg. Co., Inc., a Delaware corporation) (together, the "Obligors"), in favor of Wells Fargo Bank National Association (the "Agent").

WITNESSETH: -

WHEREAS, pursuant to that certain Credit Agreement, dated as of December 31, 1986 and amended as of April 1, 1987 (the "<u>Credit Agreement</u>"), the Obligors granted to the Agent security interests in certain collateral, including the trademark registrations set forth on Schedule A attached hereto, together with the goodwill associated therewith (the "Trademark Collateral");

WHEREAS, in connection with the Credit Agreement, the Obligors executed that certain Trademark Security Agreement, dated as of April 1, 1987 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Trademark Security Agreement"), under which the Obligors mortgaged, pledged and granted to the Agent a lien on, and security interest in and to, all of Obligors' right, title and interest in, to and under the Trademark Collateral (together with the security interests granted pursuant to the Credit Agreement, the "Security Interests"), for recording with the United States Patent and Trademark Office and any other appropriate governmental authorities;

WHEREAS, the Trademark Security Agreement was recorded in the United States Patent and Trademark Office on May 18, 1987 at Reel 0562/Frame 0488; and

WHEREAS, the Obligors have satisfied and fulfilled all of their obligations to release the Agent's Security Interests in the Trademark Collateral.

NOW, THEREFORE, Laura Ann Smith, being duly sworn, and under penalty of perjury, hereby deposes and says as follows:

- 1. I am Vice President and Assistant Secretary of each of Jos A. Bank Clothiers, Inc. and The Joseph A. Bank Mfg. Co., Inc.
- 2. The Obligors have satisfied and fulfilled all of their obligations under the Trademark Security Agreement, and the Security Interests in the Trademark Collateral are no longer in effect and thus have been released. Any right, title or interest of the Agent in the Trademark Collateral have ceased and become void.

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3. All statements made herein of my own knowledge are true and all statements made on information and belief are believed to be true; and further that these statements are made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code, and that such willful false statements may jeopardize the validity of the application or document or any registration resulting therefrom.

LAURA ANN SMITH

SCHEDULE A

TRADEMARKS

Country	Mark	Reg. No.	Reg. Date
U.S.	JOS. A. BANK	1182109	12/15/1981
U.S.	DAVID BANKS, LTD	1335610	5/14/1985
U.S.	JOS. A. BANK	1337264	5/21/1985

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