

Form PTO-1594 (Rev. 04/01) F
TRADEMARK No. 0651-0027 (exp. 5/31/2002)
Tab settings ⇌ ⇌ ⇌ ▼

08-21-2001

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office



101818089

original documents or copy thereof.

1. Name of conveying party(ies):

GMAC COMMERCIAL CREDIT LLC

- Individual(s)
- General Partnership
- Corporation-State
- Other Limited Liability Company
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other Release of Security Interest
- Merger
- Change of Name

Execution Date: June 20, 2001

2. Name and address of receiving party(ies)

Name: Norton McNaughton of Squire, Inc.
Internal Address: c/o McNaughton Apparel Group Inc.
Street Address: 463 Seventh Avenue, attn: Amanda J. Bokman, V.P.
City: New York State: NY Zip: 10018

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State New York
- Other

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)
Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

Please see the attached.

B. Trademark Registration No.(s)

Please see the attached.

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Kronish Lieb Weiner & Hellman LLP
Internal Address: attn: Inna Fayenson

Street Address: 1114 Avenue of the Americas

City: New York State: NY Zip: 10036

6. Total number of applications and registrations involved:

45

7. Total fee (37 CFR 3.41).....\$ 1140

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Inna Fayenson
Name of Person Signing

Inna Fayenson
Signature

8/14/01
Date

Total number of pages including cover sheet, attachments, and document: 9

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

08/20/2001 11:40:00 AM
MUELLER 00000176 1240249
4070 00 00
1140.00 00

TRADEMARK
REEL: 002351 FRAME: 0697



ATTACHMENT TO RECORDATION FORM COVER SHEET
CONTINUATION OF ITEM 2

1. Name: Miss Erika, Inc.
Internal
Address: c/o McNaughton Apparel Group Inc.
Street Address: 463 Seventh Avenue, attn: Amanda J. Bokman, V. P.
City: New York State: NY Zip: 10018

(Corporation – State: New York)

2. Name: Jeri-Jo Knitwear, Inc.
Internal
Address: c/o McNaughton Apparel Group Inc.
Street Address: 463 Seventh Avenue, attn: Amanda J. Bokman, V. P.
City: New York State: NY Zip: 10018

(Corporation – State: New York)

3. Name: McNaughton Apparel Holdings, Inc.
Internal
Address: c/o McNaughton Apparel Group Inc.
Street Address: 463 Seventh Avenue, attn: Amanda J. Bokman, V. P.
City: New York State: NY Zip: 10018

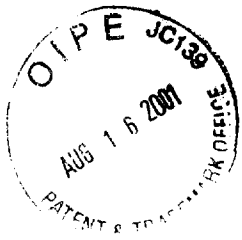
(Corporation – State: South Carolina)

ATTACHMENT TO RECORDATION FORM COVER SHEET

CONTINUATION OF ITEM 4

1,940,249
1,953,711
2,236,906
1,918,602
1,780,351
1,898,409
1,833,865
702,630
1,158,183
2,055,989
1,992,213
2,129,267
2,049,780
1,538,271
2,001,756
1,585,817
1,056,631
1,309,107
1,597,536
1,515,449
2,127,960
75/739,305
75/649,373
75/557,714
1,982,856
1,332,274
1,861,857
75/151,519
1,665,094
1,595,536
1,740,611
2,000,243
1,725,877
1,693,103
1,802,815
1,459,355

1,540,627
2,232,313
2,228,790
2,228,791
2,232,316
2,232,320
2,228,801
76/051,432
76/070,279



RELEASE OF SECURITY INTEREST (TRADEMARKS)

This RELEASE OF SECURITY INTEREST (the "Release") is made and effective as of the date indicated below and is granted by GMAC COMMERCIAL CREDIT LLC (as successor in interest to Banc of America Commercial Corporation f/k/a Nationsbank Commercial Corporation), in its capacity as Collateral Agent under the Financing Agreement (as defined below), ("Releasor") in favor of Norton McNaughton of Squire, Inc., Miss Erika, Inc., and Jeri-Jo Knitwear, Inc., each a New York corporation; and McNaughton Apparel Holdings, Inc., a South Carolina corporation (hereinafter collectively "Releasees").

WHEREAS, Releasees and Releasor entered into that certain Financing Agreement dated as of September 25, 1997, as amended and restated or otherwise modified from time to time (the "Financing Agreement");

WHEREAS, pursuant to the Financing Agreement, Releasees executed that certain Security Agreement dated as of September 25, 1997 ("Security Agreement") and that certain Amendment and Consent to Security Agreement dated as of November 29, 2000 ("Amended Security Agreement") in favor of Releasor, pursuant to which Releasees granted to Releasor a continuing security interest (the "Security Interest") in the Collateral (as defined in the Security Agreement) including without limitation the following:

(i) all trademarks, service marks, trade names, business names, trade styles, designs, logos and other source or business identifiers and all general intangibles of like nature, now or hereafter owned, adopted, acquired or used by each respective Grantor (including, without limitation, all trademarks, service marks, trade names, business names, trade styles, designs, logos and other source or business identifiers described in Schedule A hereto), all applications, registrations and recordings thereof (including, without limitation, applications, registrations and recordings in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state thereof or any other country or any political subdivision thereof), and all reissues, extensions or renewals thereof, together with all goodwill of the business symbolized by such marks and all customer lists, formulae and other records of each respective Grantor relating to the distribution of products and services in connection with which any of such marks are used, and all income, royalties, damages and payments now or hereafter due and/or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past and future infringements or dilution's thereof and the right to sue for past, present and future infringements and dilutions thereof (hereinafter referred to collectively as the "Trademarks"), and (ii) all licenses, contracts or other agreements, whether written or oral, naming the respective Grantor as licensor or licensee and providing for the grant of any right to use any Trademark, including, without limitation, all Trademark Licenses described in Schedule A hereto, together with any goodwill connected with and symbolized by any such trademark licenses or agreements and the right to prepare for sale and sell any and all Inventory now or hereafter owned by each respective Grantor and now or hereafter covered by such licenses (hereinafter referred to collectively as the "Trademark Licenses", and together with the Trademarks, the "Trademark Collateral");

WHEREAS, pursuant to the Security Agreement, Releasees executed and delivered that certain Assignment For Security (Trademarks) and that certain UCC-1 Financing Statement dated as of September 25, 1997 in favor of Releasor, pursuant to which Releasees granted to Releasor a security interest (the "Assigned Security Interest") in all right, title and interest of Releasees in, to and under the trademarks and trademark registrations listed on Schedule A attached hereto (the "Trademarks"), together with the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof;

WHEREAS, the United States Patent and Trademark Office recorded the Assignment For Security (Trademarks) and the UCC-1 Financing Statements at Reel 1645/Frame 0297 and Reel 1712/Frame 0936 on October 10, 1997; Reel 1642/Frame 0937 and Reel 1642/Frame 0972 on October 9, 1997; and Reel 1751/Frame 0664, Reel 1751/Frame 0679 and Reel 1756/Frame 0107 on June 22, 1998;

WHEREAS, Releasees have requested that Releasor release and discharge fully the Assigned Security Interest;

AND WHEREAS, Releasor is willing to release and discharge fully the Assigned Security Interest.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Releasor hereby releases and discharges fully the Security Interest related to the Trademarks, and all other right, title and interest in the Trademark Collateral which may have been conveyed to Releasor (if any) pursuant to the Security Agreement, Assignment For Security (Trademarks) and the UCC-1 Financing Statements, and Releasor reassigns without any representation or warranty of any kind or nature any and all such right, title and interest it may have (if any) in the Trademark Collateral to Releasees.

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IN WITNESS WHEREOF, the Releasor has caused this Release to be duly executed by its officer thereunto duly authorized as of the 20th day of June, 2001.

GMAC COMMERCIAL CREDIT LLC
(as successor in interest to Banc of America
Commercial Corporation f/k/a Nationsbanc
Commercial Corporation), as Collateral Agent

By: Frank Imperato

Name: _____

Title: SVP

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF New York
COUNTY OF New York ss.:

On this 27th day of June 2001, before me, the undersigned, personally appeared Frank Imperato, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Mary Ellen Lynch
[NOTARY SEAL]



SCHEDULE A

TRADEMARKS/TRADEMARK LICENSES/TRADENAMES

A. United States Trademark Filings

Trademark	Registration Number	Registration Date
KATHERINE MARIE	1,940,249	December 5, 1995
KATE McNAUGHTON	1,953,711	January 30, 1996
NORTON & CO.	2,236,906	April 6, 1999
NORTY'S	1,918,602	September 12, 1995
MAGGIE McNAUGHTON	1,780,351	July 6, 1993
MODIANO	1,898,409	June 6, 1995
NORTON McNAUGHTON	1,833,865	May 3, 1994
PANT-HER	702,630	August 9, 1960
PANT-HER & Design	1,158,183	June 23, 1981
NORTON STUDIO	2,055,989	April 22, 1997
McNAUGHTON WEAR	1,992,213	August 6, 1996
DANIELLE PAIGE	2,129,267	January 13, 1998
D.P.S.	2,049,780	April 1, 1997
COTTON SPIRIT	1,538,271	May 9, 1989
ARENDINE	2,001,756	September 17, 1990
CURRENTS	1,585,817	March 6, 1990
CURRENTS & Design	1,056,631	January 14, 1977
JERI-JO	1,309,107	December 11, 1984
ENERGIE BI CURRENTS	1,597,536	May 22, 1990
ENERGIE (Stylized)	1,515,449	December 6, 1988
JAMIE SCOTT	2,127,960	January 13, 1998
ENERGIE POLAR 2000	75/739,305	Filed: June 28, 1999
E (Stylized)	75/649,373	Filed: November 16, 1999
POLAR 2000	75/557,714	Filed: September 21, 1998
RACHEL MAX	1,982,856	June 25, 1996
ALYSSA BROOKE	1,332,274	April 23, 1985
ERIKA	1,861,857	November 8, 1994
ERIKA DIMENSIONS	75/151,519	Filed: August 15, 1996
PRIVATE PARTY	1,665,094	November 19, 1991
PRIVATE PARTY	1,595,536	May 8, 1990
PRIVATE PARTY	1,740,611	December 15, 1992
RETURN TO NATURE	2,000,243	September 10, 1996
RICKI	1,725,877	October 20, 1992
SUGAR BLUES	1,693,103	June 9, 1992
SUGAR BLUES	1,802,815	November 2, 1993
SUGAR CO. LTD.	1,459,355	September 29, 1987

Trademark	Registration Number	Registration Date
WHITE MOUNTAIN COLLEGE	1,540,627	May 23, 1989
ERIKA BLUES	2,232,313	March 16, 1999
ERIKA & CO.	2,228,790	March 2, 1999
ERIKA II & CO.	2,228,791	March 2, 1999
ERIKA STUDIO	2,232,316	March 16, 1999
ERIKA II STUDIO	2,232,320	March 16, 1999
ERIKA COLLECTION	2,228,801	March 2, 1999
NORTON McNAUGHTON VIEW	76/051,432	May 18, 2000
NORTON McNAUGHTON ESSENTIALS	76/070,279	June 14, 2000

B. Foreign Trademark Filings

Trademark	Registration Number	Registration Date
MAGGIE McNAUGHTON (Canada)	TMA 480,990	August 20, 1997
NORTON McNAUGHTON (Canada)	TMA 485,068	October 31, 1997
NORTON McNAUGHTON (Chile)	443,241	April 12, 1995
NORTON McNAUGHTON (Mexico)	482,534	June 14, 1994
MAGGIE McNAUGHTON (United Kingdom)	1,581,367	August 10, 1994
NORTON McNAUGHTON (European Union)	409,383	November 28, 1996
JAMIE SCOTT (Mexico)	481,397	December 5, 1994
CURRANTS (Mexico)	495,139	June 19, 1995
PANT-HER AND DESIGN (Canada)	TMA 219,677	March 25, 1977; renewed March 25, 1992
PANT-HER PANT & DESIGN (Canada)	TMA 132,164	August 9, 1963; renewed August 9, 1993
ERIKA (Canada)	1,031,022	October 1, 1999
ERIKA & CO. (Canada)	1,031,023	October 1, 1999
ERIKA COLLECTION (Canada)	1,031,025	October 1, 1999
ERIKA II & CO. (Canada)	1,031,024	October 1, 1999

Trademark	Registration Number	Registration Date
JAMIE SCOTT (Chile)	549,068	September 29, 1999

C. License Agreements

1. Trademark License Agreement by and between McNaughton Apparel Holdings Inc. and Norton McNaughton of Squire, Inc. dated August 7, 2000.

2. Trademark License Agreement by and between McNaughton Apparel Holdings Inc. and Jeri-Jo Knitwear, Inc. dated August 7, 2000.

3. Trademark License Agreement by and between McNaughton Apparel Holdings Inc. and Miss Erika, Inc. dated August 7, 2000.