

03-11-2004

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To the Honorable Commissioner of

102690690

and original documents or copy thereof.

1. Name of conveying party(ies):

Wilmington Trust Company

- Individual(s)
- General Partnership
- Corporation-State
- Other Delaware corporation bank
- Association
- Limited Partnership

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

3. Nature of conveyance:

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

Execution Date: February 25, 2004

2. Name and address of receiving party(ies)

Name: Spell C. LLC

Internal Address: _____

Street Address: 625 Landor Lane

City: Pasadena State: CA Zip: 91106

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

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) 75/080140

B. Trademark Registration No.(s) 0373836

Additional number(s) attached Yes No

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

Name: Jennifer Saunders, Esq.

Internal Address: c/o Latham & Watkins

Street Address: 633 West Fifth Street

Suite 4000

City: Los Angeles State: CA Zip: 90071-2007

6. Total number of applications and registrations involved: _____

30

7. Total fee (37 CFR 3.41).....\$ 765.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: _____

DO NOT USE THIS SPACE

9. Signature.

Rachel Pinto, Trademark Paralegal
Name of Person Signing

March 4, 2004

Date

Total number of pages including cover sheet, attachments, and document: **8**

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

02/10/2004 NSETACHE 00000003 75000140

01 FC:8521
02 FC:8522

40.00 OP
725.00 OP

TRADEMARK
REEL: 002925 FRAME: 0046

Continuation for the Information in Item 4.

Item 4. Application numbers and Registration Numbers

Registration Numbers

01183054
1242909
1270846
1279965
1465602
1468419
1513489
1523327
1582609
1588752
1588753
1594234
1595384
1639754
1644461
1676514
1699855
1708195
1727754
1819502
1751953
2756422

Application Numbers

75/080140
75/080142
75/144397
75/313055
75/314347
75/374248
75/392419

**RELEASE OF SECURITY INTEREST
IN TRADEMARK COLLATERAL**

This **RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL** (this "Release") dated as of February 25, 2004, is made by WILMINGTON TRUST COMPANY, a Delaware corporation bank, as Trustee ("the Trustee"), pursuant to the termination of the Security Agreement (defined below) between SPELL C. LLC, a Delaware limited liability company (with its successors, "SPV"), and Trustee.

WITNESSETH:

WHEREAS, SPV and the Trustee entered into a Security Agreement, dated as of December 23, 1997, (the "Security Agreement"; capitalized terms used and not otherwise defined herein shall have the meanings given in the security agreement), pursuant to which SPV granted security interests in certain assets of SPV, including pursuant to the following:

A Trademark Security Agreement dated December 23, 1997 by SPV in favor of Wilmington Trust Company, as recorded in the United States Patent and Trademark Office on March 4, 1998, at Reel/Frame No. 1700/0255.

WHEREAS, Trustee acknowledges full payment, performance and satisfaction of the Indenture, the Note and all other obligations of SPV secured by the above-referenced Trademark Security Agreement (the "TM Security Agreement"); and

WHEREAS, SPV has requested that Trustee release its security interest in the Trademark Collateral, as defined in the Security Agreement, in connection with the termination of both the Security Agreement and the Trademark Security Agreement (the "Released Collateral").

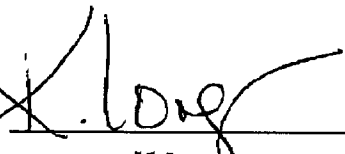
NOW THEREFORE, the Trustee hereby RELEASES all of its security interest in the Trademark Collateral, including without limitation the Trademark Collateral listed in

Schedule A attached hereto and incorporated herein by reference and any other Trademark Collateral described in the aforementioned Trademark Security Agreement.

The Trustee agrees, at SPV's expense, to cooperate with SPV and provide SPV with the information and additional authorization necessary to effect the release of the Trustee's security interest in the Released Collateral.

IN WITNESS THEREOF, the Trustee has executed this Release as of the date first set forth above.

WILMINGTON TRUST COMPANY,
not in its individual capacity, but solely
as Trustee

By: 
Title: Kristin Long
Financial Services Officer

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF Delaware)
)
COUNTY OF New Castle)

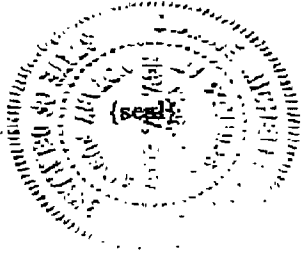
ss.

On this 25th day of February, 2004, before me personally appeared Kristin F. Long, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Wilraington Trust, and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal, this 25th day of February, 2004

Dianne Michelle Bruton
Notary Public

**DIANNE MICHELLE BRUTON
NOTARY PUBLIC - DELAWARE
My Commission Expires November 27, 2007**



SCHEDULE A
to
RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL
TRADEMARK REGISTRATIONS

TRADEMARK	REG. NO.	REG. DATE
CHEROKEE	0373836	12/26/1939
INDIAN HEAD LOGO	1183054	12/22/1981
TRIANGLE INDIAN HEAD LOGO	1242909	06/21/1983
CHEROKEE	1270846	03/20/1984
INDIAN HEAD LOGO	1279965	05/29/1984
CHEROKEE SHOE SOLE	1465602	11/17/1987
INDIAN HEAD SHOE SOLE	1468419	12/08/1987
CHEROKEE	1513489	11/22/1988
INDIAN HEAD LOGO	1523327	02/07/1989
CHEROKEE	1582609	02/13/1990
CHEROKEE	1588752	03/27/1990
CHEROKEE BEACHIES	1588753	03/27/1990
INDIAN HEAD LOGO	1594234	05/01/1990
CHEROKEE	1595384	05/08/1990
CHEROKEE	1639754	04/02/1991
CHEROKEE	1644461	05/14/1991
CHEROKEE LITE	1676514	05/12/1992
INDIAN HEADPIECE LOGO	1699855	07/07/1992
CHEROKEE HEADPIECE LOGO	1708195	08/18/1992
CHEROKEE MAN	1727754	10/27/1992
CHEROKEE FEATHER LOGO	1819502	01/08/1993
CHEROKEE FEATHER LOGO	1751953	02/09/1993
CHEROKEE	2756422	08/26/2003

SCHEDULE A CONTINUED

TRADEMARK APPLICATIONS

TRADEMARK	APP. NO.	FILING DATE
THE CHEROKEE GROUP, A DIVISION OF CHEROKEE, INC. A WORLDWIDE TRADITION	75/080140	03/28/1996
THE CHEROKEE GROUP, A DIVISION OF CHEROKEE, INC. A WORLDWIDE TRADITION	75/080142	03/28/1996
CHEROKEE	75/144397	08/05/1996
CHEROKEE	75/313055	06/23/1997
CHEROKEE BABY	75/314347	06/24/1997
CHEROKEE	75/374248	10/16/1997
CHEROKEE	75/392419	11/19/1997

SCHEDULE A CONTINUED
TRADEMARK LICENSES

<u>Name of Agreement</u>	<u>Parties Licensor/Licensee</u>	<u>Date of Agreement</u>
License Agreement	Spell C. LLC, as Licensor/ Dayton-Hudson Corporation as Licensee	11/12/1997

TOTAL P.07