

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
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<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST
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<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
SoleMates LLC		08/06/2004	Limited Liability Company: DISTRICT OF COLUMBIA

<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	EagleBank
<b>Street Address:</b>	7815 Woodmont Avenue
<b>City:</b>	Bethesda
<b>State/Country:</b>	MARYLAND
<b>Postal Code:</b>	20814
<b>Entity Type:</b>	CORPORATION: MARYLAND

<b>PROPERTY NUMBERS Total: 1</b>		
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>
Serial Number:	76575529	SIMPLYSOLES

<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(301)718-8973
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
<b>Phone:</b>	240-497-2059
<b>Email:</b>	jbruno@eaglebankmd.com
<b>Correspondent Name:</b>	Jackie Bruno
<b>Address Line 1:</b>	7815 Woodmont Avenue
<b>Address Line 4:</b>	Bethesda, MARYLAND 20814

<b>ATTORNEY DOCKET NUMBER:</b>	76174.038
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<b>NAME OF SUBMITTER:</b>	Lerch, Early & Brewer, Chtd.
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**Total Attachments: 11**  
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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (as such agreement may be amended, supplemented or otherwise modified from time to time, this "Trademark Security Agreement") made as of August 6, 2004, by SOLE MATES LLC (herein the "**Debtor**"), a District of Columbia limited liability company, whose address is 3103 18th Street, N.W., Washington, DC 20010, for the benefit of EagleBank (the "**Secured Party**"), whose address is 7815 Woodmont Avenue, Bethesda, Maryland 20814.

### RECITALS:

The security interest and pledges and assignments as applicable granted hereby are to secure punctual payment and performance of the following (i) a certain promissory note from SOLE MATES, LLC, the ("**Debtor**") of even date herewith in the original principal sum of One Hundred Thousand and 00/100 Dollars (\$100,000.00) and payable to the order of Secured Party (the "**Note**"), and any and all extensions, renewals, modifications and rearrangements thereof and the performance of all of Debtor's obligations under the terms of any loan document executed in connection with the Note (the "**Loan Documents**"); and (ii) any and all other indebtedness, liabilities and obligations whatsoever of Debtor to Secured Party whether direct or indirect, absolutely or contingent, primary or secondary, due or to become due and whether now existing or hereafter arising and howsoever evidenced or acquired, whether joint or several, or joint and several (all of which are herein separately and collectively referred to as the "**Obligations**"). Debtor acknowledges that the security interest hereby granted shall secure all future advances as well as any and all other indebtedness, liabilities and obligations of Debtor to Secured Party whether now in existence or hereafter arising.

NOW, THEREFORE, in consideration of the above premises and in order to induce the Secured Party to make the loan pursuant to the terms of the Note, Debtor agrees as follows:

#### 1. Defined Terms.

- (a) The words "hereof," "herein" and "hereunder" and words of like import when used in this Trademark Security Agreement shall refer to this Trademark Security Agreement as a whole and not to any particular provision of this Trademark Security Agreement, and section references are to sections in this Trademark Security Agreement unless otherwise specified.
- (b) All terms defined in this Trademark Security Agreement in the singular shall have comparable meanings when used in the plural, and vice versa, unless otherwise specified.

2. Security Interest in Trademarks. To secure the prompt and complete payment, observance and performance when due (whether at the stated maturity, by acceleration or

otherwise) of all the Obligations, the Debtor hereby assigns and pledges to the Secured Party, and hereby grants to the Secured Party, a security interest in all of the Debtor's right, title and interest in and to the following, whether now-owned or existing or hereafter arising or acquired and wheresoever located (collectively, the "**Collateral**"):

(a) trademarks, trademark registrations, trade names and trademark applications for any of the foregoing in the United States Patent and Trademark Office or in any other office or with any other official anywhere in the world or which are used in the United States or any state, territory or possession thereof, or in any other place, nation or jurisdiction anywhere in the world, including, without limitation, the trademarks, trademark registrations, service marks, service mark registrations and applications listed on Annex I, attached hereto and made a part hereof, and (i) all renewals thereof, (ii) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof, and (iv) all rights corresponding thereto throughout the world (all of the foregoing trademarks, and trademark registrations, trade names, service marks, service mark registration and applications, together with the items described in clauses (i) through (iv) in this subparagraph (a), are sometimes hereinafter individually and/or collectively referred to as the "**Trademarks**");

(b) license agreements with any other party in connection with any Trademarks or such other party's trademarks or trademark applications, whether the Debtor is a licensor or licensee under any such license agreement, including, but not limited to, the license agreements listed on Annex II attached hereto and made a part hereof, and the right to prepare for sale, sell and advertise for sale, all of the inventory now or hereafter owned by the Debtor and now or hereafter covered by such license agreements (all of the foregoing being hereinafter referred to collectively as the "**Licenses**"); and

(c) the goodwill of the Debtor's business connected with and symbolized by the Trademarks;

3. **Restrictions on Future Agreements.** The Debtor agrees that until all the Obligations shall have been satisfied in full, the Debtor will not, without the Secured Party's prior written consent, abandon any Trademark, except as would not have a material adverse effect, or enter into any agreement, including, without limitation, any license agreement (other than as necessary to maintain or protect any Trademark), which is inconsistent with the Debtor's obligations under this Trademark Security Agreement, and the Debtor further agrees that it will not take any action, or permit any action to be taken by any other persons to the extent that such persons are subject to its control, including licensees, or fail to take any action, which would affect the validity, priority, perfection or enforcement of the rights transferred to the Secured Party under this Trademark Security Agreement, and any such agreement or action if it shall take place shall be null and void and of no effect whatsoever.

4. New Trademarks. The Debtor represents and warrants that the Trademarks and Licenses listed on Annexes I and II constitute all of the significant trademarks, applications, trade names, service marks, service mark registrations and trademark registrations now owned and material license agreements entered into by the Debtor. If, before the Obligations shall have been satisfied in full, the Debtor shall, after the date hereof, (i) obtain rights to any new trademarks, trademark registrations, trademark applications, service marks, service mark registrations, or trade names, (ii) become entitled to the benefit of any trademarks, trademark registrations, trademark applications, trade names, service marks, service mark registrations, trademark licenses or trademark license renewals or (iii) enter into any new trademark license agreements, the provisions of paragraph 2 above shall automatically apply thereto, and the Debtor shall give to the Secured Party prompt written notice thereof of all new trademark registrations and applications. The Debtor hereby authorizes the Secured Party to modify this Trademark Security Agreement by amending Annex I or II to include any future trademarks, trademark applications, trade names, service marks, service mark registrations, trademark registrations or license agreements that are the Trademarks or the Licenses, under paragraph 2 above or under this paragraph 4.

5. Additional Representations and Warranties.

The Debtor hereby represents, warrants, covenants and agrees that:

- (a) Except as otherwise provided or permitted herein or in the Security Agreement of even date herewith executed by the Debtor (the "**Security Agreement**"), it is and will continue to be the owner of all its right, title and interest in the Collateral so long as the Trademarks and Licenses shall continue in force. The Trademarks and Licenses are and shall continue to be free from any lien.
- (b) It has the full right and power to grant the security interest in the Collateral made hereby.
- (c) It has made no previous assignment, transfer or agreements in conflict herewith or constituting a present or future assignment, transfer, or encumbrance on any of the Collateral.
- (d) So long as any Obligations remain outstanding, it will not execute, and there will not be on file in any public office, any effective financing statement or other document or instrument covering the Collateral except as otherwise contemplated or permitted hereby or by the Security Agreement and the other Loan Documents.
- (e) Subject to any limitation stated therein or in connection therewith, all information furnished to the Secured Party concerning the Collateral and proceeds thereof, for the purpose of obtaining credit or an extension of credit, is, or will be at the time the same is furnished, accurate and correct in all material respects.
- (f) To the best of the Debtor's knowledge and belief following diligent inquiry, no infringement or unauthorized use presently is being made of any of the Trademarks or

Licenses which has or may reasonably be expected to have, alone or in the aggregate, a material adverse effect. The Debtor has advised the Secured Party of the existence of material restrictions on the use of the Trademark and Licenses as may be contained in the Debtor's franchise agreements and license agreements relating to the use of the Trademarks and Licenses.

(g) The Debtor will not sell, assign or otherwise transfer any of its right, title or interest in any of the Collateral and provided that to the extent it sells, assigns or otherwise transfers any of its right, title or interest in any of the Collateral.

#### 6. Royalties; Term.

(a) The Debtor hereby agrees that any rights granted hereunder to the Secured Party for the benefit of the Secured Party with respect to all the Collateral as described above shall be worldwide and without any liability for royalties or other related charges from the Secured Party to the Debtor.

(b) The term of the security interest granted herein shall extend until the earlier of (i) the expiration or abandonment of each of the Trademarks and Licenses subject to this Trademark Security Agreement, or (ii) the payment in full of the Obligations.

7. The Secured Party's Right to Inspect. The Secured Party shall have the right, at any time and from time to time, to inspect the Debtor's premises and to examine the Debtor's books, records and operations, including, without limitation, the Debtor's merchandise quality control processes upon reasonable notice and at such reasonable times and as often as may be reasonably requested. The Debtor agrees (i) not to sell or assign its interest in, or grant any license under, the Collateral without the prior written consent of the Secured Party; and (ii) to maintain the quality of any and all merchandise in connection with which the Trademarks are used, substantially consistent with or better than the quality of said merchandise as of the date hereof.

8. Termination of Security Interest. This Trademark Security Agreement is made for collateral purposes only. Upon payment in full of the Obligations, the Secured Party shall, at the Debtor's sole cost and expense, execute and deliver to the Debtor all termination statements, releases or other instruments as may be necessary or proper to re-vest in the Debtor (without recourse to or warranty by the Secured Party) full title to the Collateral granted hereby, subject to any disposition thereof which may have been made by the Secured Party pursuant hereto.

9. Duties of the Debtor. The Debtor shall have the duty (i) to prosecute diligently any trademark application that is part of the Trademarks pending as of the date hereof or thereafter until the obligations shall have been paid in full, (ii) to make applications on trademarks, as appropriate, and (iii) to preserve and maintain all rights in trademark

applications, trademarks, trademark registrations, service marks, and service mark registrations, that are part of the Trademarks except, in the case of (i) or (iii), where the failure to do so would not have or be reasonably expected to have a material adverse effect. Any expenses incurred in connection with such applications shall be borne by the Debtor. The Debtor agrees to retain an experienced trademark attorney for the filing and prosecution of all such applications and other proceedings. The Debtor shall not abandon any right to file a trademark application in the United States or any pending trademark application in any country without the prior written consent of the Secured Party except as would not have or be reasonably expected to have a material adverse effect. If the Debtor fails to comply with any of the foregoing duties, the Secured Party shall have the right (but shall not be obligated) to do so in the Debtor's name to the extent permitted by law, but at the Debtor's expense, and the Debtor hereby agrees to reimburse the Secured Party in full for all expenses, including the fees and disbursements of counsel incurred by the Secured Party in protecting, defending and maintaining the Collateral. In the event that the Debtor shall fail to pay when due any fees required to be paid by it hereunder, or shall fail to discharge any lien prohibited hereby, or shall fail to comply with any other duty hereunder, the Secured Party may, but shall not be required to, pay, satisfy, discharge or bond the same for the account of the Debtor, and all monies so paid out shall be Obligations of the Debtor repayable on demand, together with interest under the Note.

10. The Secured Party's Right to Sue. From and after the occurrence and during continuance of an event of default under the Loan Documents, the Secured Party shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Trademarks and Licenses, and if the Secured Party shall commence any such suit, the Debtor shall, at the request of the Secured Party, do any and all lawful acts and execute any and all proper documents required by the Secured Party in aid of such enforcement. The Debtor shall, upon demand, promptly reimburse the Secured Party for all costs and expenses incurred by Secured Party pursuant to the terms of the Security Agreement.

11. Waivers. No course of dealing among the Debtor, the Secured Party, and no failure to exercise, nor any delay in exercising, on the part of the Secured Party, any right, power or privilege hereunder or under the Security Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof the exercise of any other right, power or privilege.

12. Cumulative Remedies; Power of Attorney; Effect On Other Agreements. All of the Secured Party's rights and remedies with respect to the Collateral, whether established hereby, by the Security Agreement, by the Loan Documents, by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Upon the occurrence and during the continuance of an event of default and the giving by the Secured Party of written notice to the Debtor of the Secured Party's intention to enforce its right and claims against the Debtor, the Debtor hereby authorizes the Secured Party to make, constitute and appoint any officer or agent of the Secured Party as the Secured Party may select, in its sole

discretion, as the Debtor's true and lawful attorney-in-fact, with power (but not the obligation) to (i) endorse the Debtor's name on all applications, documents, papers and instruments necessary or desirable for the Secured Party in the use of the Collateral, or (ii) take any other actions with respect to the Collateral as the Secured Party deems in the best interest of the Secured Party or (iii) grant or issue any exclusive or non-exclusive license under the Collateral to anyone, or (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Collateral to anyone free and clear of any encumbrance upon title thereof (other than any encumbrance created hereby). The Debtor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until the Obligations have been paid in full. The Debtor acknowledges and agrees that this Trademark Security Agreement is not intended to limit or restrict in any way the rights and remedies of the Secured Party under the Loan Documents but rather is intended to facilitate the exercise of such rights and remedies. The Secured Party shall have, in addition to all other rights and remedies given it by the terms of this Trademark Security Agreement, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Collateral may be located. Recourse to security will not be required at any time.

13. **Binding Effect; Benefits.** This Trademark Security Agreement shall be binding upon the Debtor and its successors and assigns, and shall inure to the benefit of the Secured Party. The Debtor's successors and assigns shall include, without limitation, a receiver, trustee or debtor-in-possession of or for the Debtor.

14. **Expenses.** The Debtor shall upon written demand pay to the Secured Party the amount of any and all expenses, including the fees and disbursements of its counsel and of any experts and agents.

15. **Amendments, Etc.** No amendment or waiver of any provision of this Trademark Security Agreement nor consent to any departure by the Debtor herefrom shall in any event be effective unless the same shall be in writing and signed by the party to be charged therewith, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

16. **Notices.** All notices and other communications provided for hereunder shall be given in the manner set forth in the Security Agreement and to the addresses first above written or, as to each party, at such other address as may be designated by such party in a written notice to the other party.

17. **Applicable Law; Severability.** This Trademark Security Agreement shall be construed in all respects in accordance with, and governed by, the laws of the State of Maryland. Whenever possible, each provision of this Trademark Security Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Trademark Security Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or



invalidity, without invalidating the remainder of such provisions or the remaining provisions of this Trademark Security Agreement.

18. Consent to Jurisdiction and Service of Process; Waiver of Jury Trial. ALL JUDICIAL PROCEEDINGS BROUGHT AGAINST EACH PARTY HERETO WITH RESPECT TO THIS TRADEMARK SECURITY AGREEMENT OR ANY NOTE OR ANY OTHER LOAN DOCUMENT MAY BE BROUGHT IN ANY STATE OR FEDERAL COURT OF COMPETENT JURISDICTION IN THE STATE OF MARYLAND, AND BY EXECUTION AND DELIVERY OF THIS TRADEMARK SECURITY AGREEMENT, EACH PARTY HERETO ACCEPTS, FOR ITSELF AND IN CONNECTION WITH ITS PROPERTIES, GENERALLY AND UNCONDITIONALLY, THE NONEXCLUSIVE JURISDICTION OF THE AFORESAID COURTS, AND IRREVOCABLY AGREES TO BE BOUND BY ANY FINAL JUDGMENT RENDERED THEREBY IN CONNECTION WITH THIS TRADEMARK SECURITY AGREEMENT OR ANY NOTE OR ANY OF THE OTHER LOAN DOCUMENTS FROM WHICH NO APPEAL HAS BEEN TAKEN OR IS AVAILABLE. EACH PARTY HERETO IRREVOCABLY CONSENTS TO THE SERVICE OF PROCESS OF ANY OF THE AFOREMENTIONED COURTS IN ANY SUCH ACTION OR PROCEEDING BY THE MAILING OF COPIES THEREOF BY REGISTERED OR CERTIFIED MAIL, POSTAGE PREPAID, TO ITS NOTICE ADDRESS SPECIFIED ON THE FIRST PAGE HEREOF, SUCH SERVICE TO BECOME EFFECTIVE TEN (10) DAYS AFTER SUCH MAILING. EACH OF DEBTOR AND THE SECURED PARTY, IRREVOCABLY WAIVES (A) TRIAL BY JURY IN ANY ACTION OR PROCEEDING WITH RESPECT TO THIS TRADEMARK SECURITY AGREEMENT OR ANY OTHER LOAN DOCUMENT, AND (B) ANY OBJECTION (INCLUDING WITHOUT LIMITATION, ANY OBJECTION OF THE LAYING OF VENUE OR BASED ON THE GROUNDS OF FORUM NON CONVENIENS) WHICH IT MAY NOW OR HEREAFTER HAVE TO THE BRINGING OF ANY SUCH ACTION OR PROCEEDING WITH RESPECT TO THIS TRADEMARK SECURITY AGREEMENT OR ANY OTHER LOAN DOCUMENT IN ANY JURISDICTION SET FORTH ABOVE. NOTHING HEREIN SHALL AFFECT THE RIGHT TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY LAW OR SHALL LIMIT THE RIGHT OF ANY LENDER TO BRING PROCEEDINGS AGAINST DEBTOR IN THE COURTS OF ANY OTHER JURISDICTION.

19. Waiver of Notice, Hearing and Bond. THE DEBTOR WAIVES ALL RIGHTS TO NOTICE AND HEARING OF ANY KIND PRIOR TO THE EXERCISE BY THE SECURED PARTY OF ITS RIGHTS, FROM AND AFTER THE OCCURRENCE OF AN EVENT OF DEFAULT, TO REPOSSESS THE COLLATERAL WITH JUDICIAL PROCESS OR TO REPLEVY, ATTACH OR LEVY UPON THE COLLATERAL. THE DEBTOR WAIVES THE POSTING OF ANY BOND OTHERWISE REQUIRED OF THE SECURED PARTY IN CONNECTION WITH THE JUDICIAL PROCESS OR PROCEEDING TO OBTAIN POSSESSION OF, REPLEVY, ATTACH, OR LEVY UPON THE COLLATERAL TO ENFORCE ANY JUDGMENT OR OTHER COURT ORDER ENTERED IN FAVOR OF THE SECURED PARTY OR TO ENFORCE BY SPECIFIC

PERFORMANCE, TEMPORARY RESTRAINING ORDER PRELIMINARY OR PERMANENT INJUNCTION, THIS TRADEMARK SECURITY AGREEMENT.

20. Advice of Counsel. THE DEBTOR REPRESENTS TO THE SECURED PARTY THAT IT HAS DISCUSSED THIS TRADEMARK SECURITY AGREEMENT WITH ITS ATTORNEYS.

21. Governing Provisions. To the extent any provisions of this Trademark Security Agreement are inconsistent with any provisions in the Security Agreement, the provisions of this Trademark Security Agreement shall govern.

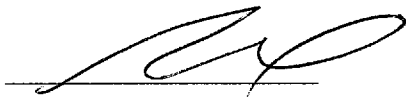
22. Section Titles. The section titles herein are for convenience and reference only and shall not affect in any way the interpretation of any of the provisions hereof.

IN WITNESS WHEREOF, the Debtor has caused this Trademark Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the day first above written.

WITNESS:

DEBTOR:

SOLE MATES LLC



By:  [SEAL]  
Name: Cassandra Rempel  
Title: Member

**ANNEX I**

**(List of Trademarks)**