

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

|                         |                |
|-------------------------|----------------|
| <b>SUBMISSION TYPE:</b> | NEW ASSIGNMENT |
|-------------------------|----------------|

|                              |                   |
|------------------------------|-------------------|
| <b>NATURE OF CONVEYANCE:</b> | SECURITY INTEREST |
|------------------------------|-------------------|

**CONVEYING PARTY DATA**

| Name            | Formerly | Execution Date | Entity Type             |
|-----------------|----------|----------------|-------------------------|
| City Girl, Inc. |          | 02/10/2006     | CORPORATION: CALIFORNIA |

**RECEIVING PARTY DATA**

|                        |                           |
|------------------------|---------------------------|
| <b>Name:</b>           | The J. Lampert Levy Trust |
| <b>Street Address:</b> | 516 North Larchmont Blvd. |
| <b>City:</b>           | Los Angeles               |
| <b>State/Country:</b>  | CALIFORNIA                |
| <b>Postal Code:</b>    | 90040                     |
| <b>Entity Type:</b>    | TRUST:                    |

**PROPERTY NUMBERS Total: 7**

| Property Type        | Number  | Word Mark       |
|----------------------|---------|-----------------|
| Registration Number: | 2848967 | MARIE ST. MONET |
| Registration Number: | 1871974 | IN THE CITY     |
| Registration Number: | 1736717 | CITY GIRL SPORT |
| Registration Number: | 1014748 | CITY DOLL       |
| Registration Number: | 1050096 | CITY GIRL       |
| Registration Number: | 1078972 | CITY FOX        |
| Registration Number: | 0999711 | CITY GIRL       |

**CORRESPONDENCE DATA**

Fax Number: (818)728-8849  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Email: mhicks@ebg-law.com  
 Correspondent Name: Robert L. Handler  
 Address Line 1: 16830 Ventura Boulevard, Suite 310  
 Address Line 4: Encino, CALIFORNIA 91436

**OP \$190.00 2848967**

|                    |                     |
|--------------------|---------------------|
| NAME OF SUBMITTER: | Robert L. Handler   |
| Signature:         | /Robert L. Handler/ |
| Date:              | 09/20/2006          |

**Total Attachments: 13**

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## SECURITY AGREEMENT

This Security Agreement is entered into as of February 10, 2006, by and between CITY GIRL, INC., a California corporation ("Debtor"), and THE J. LAMPERT LEVY TRUST ("Secured Party"), at Los Angeles, California, with reference to the following:

C. Secured Party has agreed to loan  
to Debtor, in order that Debtor can  
pursuant to the terms of a Promissory Note dated as of February 10, 2006 from Debtor to Secured Party, in the form of Exhibit "A" attached hereto (the "Note"), provided that Debtor grant a security interest to Secured Party in substantially all of Debtor's assets to secure its obligations under the Note.

G. Secured Party is agreeable to such terms and conditions,

NOW, THEREFORE, the parties hereto agree as follows:

1. For valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and as security for the prompt payment and performance of all indebtedness and obligations of Debtor to Secured Party under the Note, and all extensions or modifications thereof (collectively the "Secured Obligations"), Debtor hereby grants to Secured Party a security interest (the "Security Interest") in and to the following assets of Debtor: All accounts, accounts receivable, rights as an unpaid seller, returned goods, general intangibles, payment intangibles, rights to payment, trademarks (including but not limited to those identified in Schedule A hereto), copyrights, trade dress rights, patents, intellectual property, contract rights, inventory, equipment, furniture, fixtures, machinery, tools, deposits, deposit accounts, documents, claims, negotiable instruments, letter of credit rights, chattel paper, guarantees, commercial tort claims, investment property, securities, insurance policies, software, goods, refunds and rights to refunds (including but not limited to

income tax refunds), now owned or hereafter acquired, wherever located, and all substitutions, additions, accessions and replacements therefor or thereto, and all books and records relating thereto, and all proceeds thereof (collectively the "Collateral").

2. Debtor shall on demand immediately execute and deliver to Secured Party all documents Secured Party considers necessary or convenient to perfect and maintain the Security Interest, including but not limited to a UCC-1 financing statement suitable for filing with the California Secretary of State and any other financing statements, continuation financing statements, fixture filings and notices to third parties in possession of any of the Collateral. Secured Party may file or record in the appropriate public office any document required or permitted by law to be filed or recorded with respect to the Security Interest, including but not limited to said financing statements and continuation financing statements. Debtor hereby appoints Secured Party as Debtor's attorney with power to sign the name of Debtor on any of the above-described documents or on any other similar documents in order to perfect, amend or continue the perfection of the Security Interest. Said appointment is coupled with an interest and is irrevocable.

3. Debtor agrees (a) to do all acts that may be necessary to maintain, preserve and protect the Collateral and the Security Interest; (b) to insure the Collateral against all loss, damage or destruction due to fire, theft and other types of "all risk" damage, and Secured Party shall be a named insured on the policy therefor; (c) to keep the Collateral at all times at the address set forth in Paragraph 13 below,

except as may be reasonably necessary for Debtor's legitimate business purposes; (d) to pay before delinquency all taxes, assessments and liens now or later imposed on the Collateral; and (e) to indemnify Secured Party against all losses, claims, demands and liabilities of every kind relating to the Collateral. Secured Party shall have the right to inspect the Collateral and any documents or records relating thereto at any time during regular business hours of Debtor on forty-eight (48) hour's prior written notice; provided that if in Secured Party's reasonable judgment such notice would jeopardize Secured Party's rights in the Collateral or otherwise adversely affect Secured Party due to particular circumstances Secured Party may inspect the Collateral without such prior notice.

4. Debtor represents and warrants to Secured Party that (a) Debtor is the sole owner of Collateral, and there are no and hereafter will not be any liens or encumbrances or adverse claims of any kind whatsoever against any of the Collateral except for the lien of Secured Party created hereunder

; (b) Debtor will not, without the prior written consent of Secured Party, encumber, dispose of, transfer, exchange, liquidate, sell or grant any security interest or other interest in any of the Collateral, provided that Debtor may sell its inventory in the ordinary course of business, factor its accounts receivable and dispose of damaged or unusable equipment in its customary manner provided Debtor promptly replaces such equipment with other equipment of at least comparable value; (c) Debtor is a corporation duly organized,

validly existing and in good standing under the laws of the State of California and has the necessary authority to conduct its business in said State; (d) this Agreement has been duly authorized by Debtor, the person executing this Agreement on behalf of Debtor has been duly authorized to do so and this Agreement is a valid, binding and enforceable legal obligation of Debtor; and (e) this Agreement and the Security Interest do not conflict with or violate any agreement, judgment, order, decree, law, regulation or ordinance to which Debtor is subject or by which it is bound, other than the Factor Lien.

5. If Debtor fails to make any payment or to do any act as required by this Agreement or upon the occurrence of any Event of Default (as defined in Paragraph 6 below), Secured Party, without obligation and without notice to or demand on Debtor, may make such payments and do such acts as Secured Party in its discretion deems necessary to protect its security interest in the Collateral, and in exercising such authority may incur necessary expenses and engage legal counsel. Secured Party's failure to exercise such authority shall not waive or excuse any of Debtor's obligations hereunder. Debtor agrees to repay immediately, on demand, all sums so expended by Secured Party, including without limitation reasonable attorneys' fees, with interest thereon at the rate of eight percent (8%) per annum, and Debtor's obligation to make such payment shall be deemed an obligation secured by this Agreement.

6. Should any of the following (an "Event of Default") occur: (a) an Event of Default (as defined therein) under the Note; (b) Debtor breach any representation,

warranty or covenant of Debtor in this Agreement; (c) Debtor dissolve, liquidate, become insolvent or unable to pay its debts as they mature or make an assignment for the benefit of creditors; (d) more than ten percent (10%) in value of the Collateral be lost, stolen or destroyed and such loss is not covered in full (less any deductible) by the insurance policy described in Paragraph 3 above; (e) Debtor be in breach or default under :

, or (f) a levy, attachment or execution be placed or made against any of the Collateral and not released within sixty (60) days, then the Secured Obligations shall immediately become due and payable in full, without offset, and Secured Party, without obligation and without notice to or demand on Debtor other than the ten (10) day notice described in Paragraph 7 below, may exercise any and all rights of a secured party under the California Commercial Code, including but not limited to those under Section 9601 thereof, as well as any and all other rights and remedies available to Secured Party under this Agreement, at law or in equity.

7. Without limiting the foregoing to any extent, in the event of an Event of Default Secured Party may proceed in any sequence as to some or all of the Collateral, in such order as Secured Party elects. Secured Party may require Debtor to assemble the Collateral or any portion thereof and make it available to Secured Party at any place or places designated by Secured Party that is or are reasonably

convenient to Debtor. Debtor agrees that any legal requirement for reasonable notice of a sale or other intended disposition of any of the Collateral shall be met if such notice is given by Secured Party in the manner provided in Paragraph 13 below at least ten (10) days before the date of intended sale or disposition. All remedies of Secured Party shall be cumulative. Debtor waives any requirement for Secured Party to marshal assets. The failure of Secured Party to exercise any right or remedy upon a Default shall not constitute a waiver of that right or remedy upon any subsequent Default. The failure of Secured Party to promptly exercise any right or remedy upon a Default shall not constitute a waiver of that right or remedy as to such Default or any other Default.

8. If the sum realized from any disposition of the Collateral, after deduction for expenses of retaking, holding, selling and/or disposing of the Collateral or any portion thereof (including but not limited to actual attorneys' fees and costs) is not sufficient to pay all indebtedness and obligations secured by this Agreement, Debtor promises and agrees to pay Secured Party any deficiency.

9. Debtor hereby expressly waives diligence, demand, presentment, protest, notice of every kind and nature whatsoever (except for the ten (10) day notice described in Paragraph 7 above), waives any defense based on any applicable statute of limitations to the fullest extent permitted by law and consents to the taking by Secured Party of any type of additional security or guaranty for the Secured Obligations or the alteration or release in any manner of any security or guaranty now or thereafter held in connection therewith without in any way altering

the liability of Debtor hereunder or affecting the security interest granted by this Agreement.

10.

11.

12. This Agreement shall inure to the benefit of and be binding upon the heirs, legal representatives, successors and assigns of each of the parties hereto.

13. This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflicts of laws principles. Any dispute arising out of or relating to this Agreement or the interpretation or enforcement hereof may at the option of either party be resolved in the State courts of the State of California, County of Los Angeles, or the federal district courts therein. The parties consent to the jurisdiction of such courts and agree that venue therein is proper.

14. Time is of the essence in the performance of this Agreement.

15. Any notice required or which may be given under this Agreement shall be given by personal delivery, by recognized overnight courier service or by first class mail, postage prepaid, certified, return receipt requested, and delivered, sent or mailed to the following address:

If to Secured Party:       The J. Lampert Levy Trust  
516 North Larchmont Blvd.  
Los Angeles, California 90004

If to Debtor:                City Girl, Inc.  
6409 Gayhart St.  
Commerce, California 90040

A notice given in the above manner shall be deemed received on the day of personal delivery or one (1) business day after deposit with the courier service or three (3) business days after mailing. Either party may change its notice address by a notice given in the above manner.

16. In the event Secured Party is required to enforce any of its rights or remedies under this Agreement or the Note, whether or not litigation be commenced, or if any dispute should arise out of or with respect to this Agreement or the Note or for the enforcement or interpretation hereof or thereof, Secured Party shall be entitled to recover its reasonable attorneys' fees and costs.

17. This Agreement and the Security Interest shall continue and remain in effect until the payment and performance in full of all Secured Obligations.

18. If any provision of this Agreement is held to be invalid or unenforceable, the remainder of the Agreement shall not be affected thereby and such provision shall be reformed to be as close in meaning and intent as set forth herein but yet be valid and enforceable.

19. The parties acknowledge that this Agreement and the Note were drafted by Ezra | Brutzkus | Gubner LLP (the "Firm") pursuant to the request of the

parties and that the Firm is counsel to Debtor and not to Secured Party or to any of the officers, directors or shareholders of Debtor. The parties hereto consent to such drafting and representation by the Firm and waive any claim against the Firm or any partner or attorney thereof for conflict of interest, breach of fiduciary duty or any similar cause relating in any manner to this Agreement or the Note. The parties agree to execute and deliver to the Firm an appropriate waiver instrument if requested by the Firm. The parties further acknowledge that they have read, understood and voluntarily entered into this Agreement and the Note and that each has been advised to seek the advice of independent counsel of its choice regarding this Agreement and the Note and has done so to the extent desired by it.

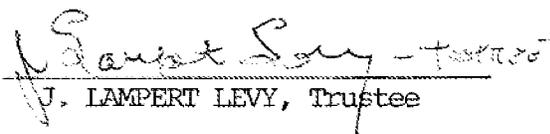
20. This Agreement is the complete agreement between the parties hereto regarding the subject matter hereof and supersedes all prior and contemporaneous negotiations, representations and agreements regarding the subject matter hereof. This Agreement may only be modified by a written instrument executed by all parties.

21. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

Executed as of the date set forth above, at Los Angeles, California.

Secured Party:

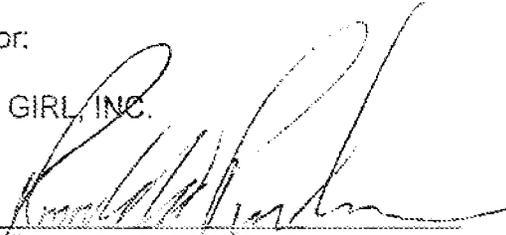
THE J. LAMPERT LEVY TRUST

By:  - <sup>TRUSTEE</sup>  
J. LAMPERT LEVY, Trustee

Debtor:

CITY GIRL, INC.

By:



RONALD PERILMAN, President

SCHEDULE A

| <u>Mark</u>     | <u>Serial No.</u> | <u>Reg. No.</u> | <u>Filing Date</u> | <u>Reg. Date</u> |
|-----------------|-------------------|-----------------|--------------------|------------------|
| MARIE ST. MONET | 76482763          | 2848967         | 01/13/2003         | 11/04/1993       |
| IN THE CITY     | 74411170          | 1871974         | 07/12/1993         | 01/03/1995       |
| CITY GIRL SPORT | 74223774          | 1736717         | 11/21/1991         | 12/01/1992       |
| CITY DOLL       | 73029119          | 1014748         | 08/09/1974         | 07/01/1975       |
| CITY GIRL       | 73005383          | 1050096         | 11/02/1973         | 10/12/1976       |
| CITY FOX        | 73101947          | 1078972         | 06/07/1977         | 12/06/1977       |
| CITY GIRL       | 73005382          | 0999711         | 11/02/73           | 12/17/1974       |