

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Access Distribution, Inc.		08/18/2006	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Hilco Financial, LLC		
<b>Street Address:</b>	5 Revere Drive, Suite 206		
<b>City:</b>	Northbrook		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60062		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	1994102	PROM	
Registration Number:	1981840	SWAG	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(312)577-4782		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	312.577.8525		
<b>Email:</b>	terese.scholl@kattenlaw.com		
<b>Correspondent Name:</b>	KATTEN MUCHIN ROSENMAN		
<b>Address Line 1:</b>	525 WEST MONROE STREET		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60661		
<b>NAME OF SUBMITTER:</b>	Terese Scholl		
<b>Signature:</b>	/Terese Scholl/		
<b>Date:</b>	09/29/2006		

CH \$65.00 1994102

Total Attachments: 12

**900059091**

**TRADEMARK  
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## TRADEMARK SECURITY AGREEMENT

**THIS TRADEMARK SECURITY AGREEMENT** (this "Agreement") dated as of August 18, 2006, made by **ACCESS DISTRIBUTION, INC.**, a Delaware corporation ("Grantor"), in favor of **HILCO FINANCIAL, LLC**, a Delaware limited liability company ("Lender").

### WITNESSETH:

**WHEREAS**, pursuant to that certain Credit Agreement of even date herewith (such Credit Agreement, as it may be amended, restated, amended and restated, supplemented or otherwise modified and in effect from time to time, being hereinafter referred to as the "Credit Agreement"), among Grantor, Next Level Gear, Inc., a Delaware corporation ("NLG"; Grantor and NLG are sometimes hereinafter referred to individually as a "Borrower" and collectively as "Borrowers"), and Lender, Lender has agreed to make certain loans and other extensions of credit to or for the account of Borrowers upon the terms and subject to the conditions set forth therein;

**WHEREAS**, Grantor and Lender are parties to a certain General Security Agreement of even date herewith (as amended, restated, amended and restated, supplemented or otherwise modified and in effect from time to time, the "Security Agreement"), pursuant to which Grantor has granted a continuing security interest in and to certain of its assets to Lender; and

**WHEREAS**, Lender has required, as a condition, among others, to the making of any loans or other extensions of credit under the Credit Agreement, that Grantor execute and deliver this Agreement to Lender;

**NOW, THEREFORE**, in consideration of the premises and of the mutual covenants set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

**1. Defined Terms.**

(a) Unless otherwise defined herein, each capitalized term used herein that is defined in the Credit Agreement shall have the meaning specified for such term in the Credit Agreement. Unless otherwise defined herein or in the Credit Agreement, each capitalized term used herein that is defined in the Security Agreement shall have the meaning specified for such term in the Security Agreement.

(b) The words "hereof," "herein" and "hereunder" and words of like import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and section references are to this Agreement unless otherwise specified.

(c) All terms defined in this Agreement in the singular shall have comparable meanings when used in the plural, and vice versa, unless otherwise specified.

2. **Incorporation of Premises.** The premises set forth above are incorporated into this Agreement by this reference thereto and are made a part hereof.

3. **Incorporation of the Security Agreement.** The Security Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto.

4. **Security Interest in Trademarks.** To secure the prompt and complete payment, performance and observance when due (whether at stated maturity, by acceleration or otherwise) of all "Secured Obligations" (as defined in the Security Agreement), and to induce Lender to enter into the Credit Agreement and to make the Loans and other extensions of credit provided for therein in accordance with the respective terms thereof, Grantor hereby grants to Lender a security interest in, as and by way of a first mortgage and security interest having priority over all other security interests, with power of sale to the extent permitted by applicable law, all of Grantor's now owned or existing and hereafter acquired or arising:

(a) trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, including, without limitation, the registered trademarks, trademark applications, registered service marks and service mark applications listed on Schedule A 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 under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (iii) the right to sue for past, present and future infringements and dilutions thereof, (iv) the goodwill of Grantor's business symbolized by the foregoing and connected therewith, and (v) all of Grantor's rights corresponding thereto throughout the world (all of the foregoing trademarks, registered trademarks and trademark applications, and service marks, registered service marks and service mark applications, together with the items described in clauses (i)-(v) in this paragraph 4(a), are sometimes hereinafter individually and/or collectively referred to as the "Trademarks");

(b) rights under or interests in any trademark license agreements or service mark license agreements with any other party, whether Grantor is a licensee or licensor under any such license agreement, including, without limitation, those trademark license agreements and service mark license agreements listed on Schedule B attached hereto and made a part hereof, together with any goodwill connected with and symbolized by any such trademark license agreements or service mark license agreements, and the right to prepare for sale and sell any and all Inventory now or hereafter owned by Grantor and now or hereafter covered by such licenses (all of the foregoing are hereinafter referred to collectively as the "Licenses"); and

(c) all proceeds of all the foregoing.

5. **Restrictions on Future Agreements.** Grantor will not, without Lender's prior written consent, enter into any agreement, including, without limitation, any license agreement,

which is inconsistent with this Agreement, except for those license agreements which Grantor enters into for the purpose of protecting or maintaining the validity or enforcement of the rights granted to Lender under this Agreement, and Grantor further agrees that it will not take any action, and will use its best efforts not to permit any action to be taken by others, including, without limitation, licensees, or fail to take any action, which could reasonably be expected to affect in any material respect the validity or enforcement of the rights granted to Lender under this Agreement.

**6. New Trademarks and Licenses.** Grantor represents and warrants that, as of the Closing Date, **(a)** the Trademarks listed on Schedule A include all of the registered trademarks, trademark applications, registered service marks and service mark applications now owned or held by Grantor, **(b)** the Licenses listed on Schedule B include all of the trademark license agreements and service mark license agreements under which Grantor is the licensee or licensor and **(c)** other than Permitted Liens, no Liens thereon have been granted by Grantor to any Person other than Lender. If, prior to the termination of this Agreement, Grantor shall **(i)** obtain rights to any new registered trademarks, trademark applications, registered service marks or service mark applications, **(ii)** become entitled to the benefit of any registered trademarks, trademark applications, trademark licenses, trademark license renewals, service marks, registered service marks, service mark applications, service mark licenses or service mark license renewals whether as licensee or licensor, or **(iii)** enter into any new trademark license agreement or service mark license agreement, the provisions of paragraph 4 above shall automatically apply thereto. Grantor shall give to Lender written notice of events described in clauses (i), (ii) and (iii) of the preceding sentence promptly after the occurrence thereof, but in any event not less frequently than on a quarterly basis. Grantor hereby undertakes to modify and update **(i)** Schedule A to include any future registered trademarks, trademark applications, registered service marks and service mark applications and **(ii)** Schedule B to include any future trademark license agreements and service mark license agreements, which are Trademarks or Licenses under paragraph 4 above or under this paragraph 6. Grantor hereby authorizes Lender to file, in addition to and not in substitution for this Agreement, a duplicate original of this Agreement containing on Schedule A or B thereto, as the case may be, such future registered trademarks, trademark applications, registered service marks and service mark applications, and trademark license agreements and service mark license agreements.

**7. Royalties.** Grantor hereby agrees that the use by Lender of the Trademarks and Licenses as authorized hereunder in connection with Lender's exercise of its rights and remedies under paragraph 15 or pursuant to Section 8 of the Security Agreement shall be coextensive with Grantor's rights thereunder and with respect thereto and without any liability for royalties or other related charges from Lender to Grantor.

**8. Right to Inspect; Further Assignments and Security Interests.** Lender may at all reasonable times (and at any time when an Event of Default exists) have access to, examine, audit, make copies (at Grantor's expense) and extracts from and inspect Grantor's premises and examine Grantor's books, records and operations relating to the Trademarks and Licenses; provided, that in conducting such inspections and examinations, Lender shall use reasonable efforts not to disturb unnecessarily the conduct of Grantor's ordinary business operations. From and after the occurrence and during the continuance of an Event of Default, Grantor agrees that Lender, or a conservator appointed by Lender, shall have the right to establish such reasonable

additional product quality controls as Lender or such conservator, in its sole and absolute judgment, may deem necessary to assure maintenance of the quality of products sold by Grantor under the Trademarks and the Licenses or in connection with which such Trademarks and Licenses are used. Grantor agrees **(i)** not to sell or assign its respective interests in, or grant any license under, the Trademarks or the Licenses without the prior and express written consent of Lender, **(ii)** to maintain the quality of such products as of the date hereof, and **(iii)** except in accordance with the Grantor's commercially reasonable business judgment not to change the quality of such products in any material respect without Lender's prior and express written consent.

**9. Nature and Continuation of Lender's Security Interest; Termination of Lender's Security Interest.** This Agreement is made for collateral security purposes only. This Agreement shall create a continuing security interest in the Trademarks and Licenses and shall terminate only when all of the Secured Obligations have been Paid in Full. When this Agreement has terminated, Lender shall promptly execute and deliver to Grantor, at Grantor's expense, all termination statements and other instruments as Grantor may deem necessary or proper to terminate Lender's security interest in the Trademarks and the Licenses, subject to any disposition thereof which may have been made by Lender pursuant to this Agreement, the Credit Agreement or the Security Agreement.

**10. Duties of Grantor.** Grantor shall have the duty, to the extent desirable in the normal conduct of Grantor's business, to: **(i)** prosecute diligently any trademark application or service mark application that is part of the Trademarks pending as of the date hereof or hereafter until the termination of this Agreement, and **(ii)** make application for trademarks or service marks that are necessary in the operation of Grantor's business. Grantor further agrees **(i)** not to abandon any Trademark or License without the prior written consent of Lender, and **(ii)** to use its best efforts to maintain in full force and effect the Trademarks and the Licenses that are or shall be necessary or economically desirable in the operation of Grantor's business. Any expenses incurred in connection with the foregoing shall be borne by Grantor. Lender shall have no duty with respect to the Trademarks and Licenses. Without limiting the generality of the foregoing, Lender shall be under no obligation to take any steps necessary to preserve rights in the Trademarks or Licenses against any other parties, but may do so at its option from and after the occurrence and during the continuance of an Event of Default, and all expenses incurred in connection therewith shall be for the sole account of Grantor and shall be added to the Obligations secured hereby.

**11. Lender's Right to Sue.** From and after the occurrence and during the continuance of an Event of Default, Lender shall have the right, but shall not be obligated, to bring suit in its own name to enforce the Trademarks and the Licenses and, if Lender shall commence any such suit, Grantor shall, at the request of Lender, do any and all lawful acts and execute any and all proper documents reasonably required by Lender in aid of such enforcement. Grantor shall, upon demand, promptly reimburse Lender for all reasonable costs and expenses incurred by Lender in the exercise of its rights under this paragraph 11 (including, without limitation, reasonable fees and expenses of attorneys and paralegals for Lender).

**12. Waivers.** Failure by Lender at any time or times hereafter to require strict performance by Grantor of any provision of this Agreement shall not waive, affect or diminish

any right of Lender thereafter to demand strict compliance and performance therewith nor shall any course of dealing between Grantor and Lender have such effect. No single or partial exercise of any right hereunder shall preclude any other or further exercise thereof or the exercise of any other right. None of the undertakings, agreements, warranties, covenants and representations of Grantor contained in this Agreement shall be deemed to have been suspended or waived by Lender unless such suspension or waiver is in writing signed by an officer of Lender and directed to Grantor specifying such suspension or waiver.

13. **Severability.** Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but the provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part hereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

14. **Modification.** This Agreement cannot be altered, amended or modified in any way, except by a writing signed by the parties hereto.

15. **Cumulative Remedies; Power of Attorney.** Grantor hereby irrevocably designates, constitutes and appoints Lender (and all Persons designated by Lender in its sole and absolute discretion) as Grantor's true and lawful attorney-in-fact, with full power of substitution, and authorizes Lender and any of Lender's designees, in Grantor's or Lender's name, upon the occurrence and during the continuance of an Event of Default, to take any action and execute any instrument which Lender may deem necessary or advisable to accomplish the purposes of this Agreement, including, without limitation, to (i) endorse Grantor's name on all applications, documents, papers and instruments necessary or desirable for Lender in the use of the Trademarks or the Licenses, (ii) assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks or the Licenses to anyone on commercially reasonable terms, (iii) grant or issue any exclusive or nonexclusive license under the Trademarks or, to the extent permitted, under the Licenses, to anyone on commercially reasonable terms, and (iv) take any other actions with respect to the Trademarks or the Licenses as Lender deems in its best interests. Grantor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney is coupled with an interest and shall be irrevocable until all Secured Obligations shall have been Paid in Full. Grantor acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of Lender under the Credit Agreement, the Security Agreement or any of the other Credit Documents, but rather is intended to facilitate the exercise of such rights and remedies.

Lender shall have, in addition to all other rights and remedies given it by the terms of this Agreement, the Security Agreement and any of the other Credit Documents, 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 from time to time in which the Trademarks or the Licenses may be located or deemed located. Upon the occurrence of an Event of Default and the election by Lender to exercise any of its remedies under Section 9-610 or Section 9-620 of the Uniform Commercial Code with respect to the Trademarks and Licenses, Grantor agrees to assign, convey and otherwise transfer title in and to the Trademarks and the Licenses to Lender

or any transferee of Lender and to execute and deliver to Lender or any such transferee all such agreements, documents and instruments as may be necessary, in Lender's sole discretion, to effect such assignment, conveyance and transfer. All of Lender's rights and remedies with respect to the Trademarks and the Licenses, whether established hereby, by the Security Agreement, by any other agreements or by law, shall be cumulative and may be exercised separately or concurrently. Notwithstanding anything set forth herein to the contrary, it is hereby expressly agreed that upon the occurrence and during the continuance of an Event of Default, Lender may exercise any of the rights and remedies provided in this Agreement, the Credit Agreement, the Security Agreement and any of the other Credit Documents. Grantor agrees that any notification of intended disposition of any of the Trademarks and Licenses required by law shall be deemed reasonably and properly given if given at least ten (10) Business Days before such disposition; provided, that Lender may give any shorter notice that is commercially reasonable under the circumstances.

**16. Successors and Assigns.** This Agreement and all obligations of Grantor hereunder shall be binding upon the successors and assigns of Grantor and shall, together with the rights and remedies of Lender hereunder, inure to the benefit of Lender and its successors and assigns.

**17. Notices.** Except as otherwise provided herein, whenever it is provided herein that any notice, demand, request, consent, approval, declaration or other communications shall or may be given to or served upon any of the parties by any other party, or whenever any of the parties desires to give or serve upon any other communication with respect to this Agreement, each such notice, demand, request, consent, approval, declaration or other communication shall be in writing and shall be given (and deemed to have been given) in the manner and to the respective addresses set forth in Section 9.5 of the Credit Agreement. Failure or delay in delivering copies of any such notice, demand, request, consent, approval, declaration or other communication to any Persons designated in the Credit Agreement to receive copies shall in no way adversely affect the effectiveness of such notice, demand, request, consent, approval, declaration or other communication.

**18. GOVERNING LAW. THE RIGHTS AND DUTIES OF GRANTOR AND LENDER UNDER THIS AGREEMENT SHALL BE GOVERNED BY THE INTERNAL LAWS OF THE STATE OF ILLINOIS, WITHOUT REGARD TO CONFLICT OF LAW PRINCIPLES.**

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

**20. Execution in Counterparts.** This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Any such counterpart which may be delivered by facsimile, email or similar electronic transmission shall be deemed the equivalent of an originally signed counterpart and shall be fully admissible in any enforcement proceedings regarding this Agreement.




21. **Merger.** This Agreement and the Credit Documents represent the final agreement of Grantor and Lender with respect to the matters contained herein and may not be contradicted by evidence of prior or contemporaneous agreements, or subsequent oral agreements, between Grantor and Lender.

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Signature Page Follows*

IN WITNESS WHEREOF, each of Lender and Grantor have each caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

ACCESS DISTRIBUTION, INC., a Delaware corporation

By:   
Name: BRANDON J. DODD  
Title: PRESIDENT

ACCEPTED AND AGREED TO AS OF  
AUGUST \_\_, 2006

HILCO FINANCIAL, LLC, a Delaware  
limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

IN WITNESS WHEREOF, each of Lender and Grantor have each caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**ACCESS DISTRIBUTION, INC.**, a Delaware corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ACCEPTED AND AGREED TO AS OF  
AUGUST 18, 2006**

**HILCO FINANCIAL, LLC**, a Delaware limited liability company

By: \_\_\_\_\_  
Name: David B. Chisholm  
Title: C.E.O.

**SCHEDULE A  
TO  
TRADEMARK SECURITY AGREEMENT  
DATED AS OF AUGUST 1<sup>st</sup>, 2006**

**TRADEMARKS AND SERVICE MARKS**

MARK	COUNTRY	REGISTRATION NO.	RENEWAL BEGIN DATE
<b>PROM</b>	USA	1,994,102	8/13/2005
	United Kingdom	2051194	1/15/2006
	Japan	4220030	12/11/2008
	Japan	4455325	2/23/2011
	Canada	480361	8/13/2012
<b>SWAG</b>	Switzerland	433241	3/31/2015
	France	95566556	10/2/2014
	Germany	39514589	4/30/2015
	USA	1,981,840	6/25/2006
	United Kingdom	2051192	1/15/2006
	Canada	443225	5/26/2010

**TRADEMARK AND SERVICE MARK APPLICATIONS**

**SCHEDULE B  
TO  
TRADEMARK SECURITY AGREEMENT  
DATED AS OF AUGUST 18, 2006**

**LICENSE AGREEMENTS**

**[SEE ATTACHED]**



TERM SHEET

Licensee: Access Distribution LLC  
 Effective Date of Agreement: February 1<sup>st</sup>, 2006

Trademarks: Vision Street Wear

Products: Outerwear and jackets for men, women and kids

Territory: Canada, USA

Channels: Forzani Group of Stores in Canada, Intrawest, Big 5 (USA), Overstock.com and other channels with previous approval by Lifestyle Brands Ltd.

Exclusive/Non-Exclusive: Non-exclusive

Term: Expires December 31<sup>st</sup>, 2006

Royalty Rate: 10% of first cost

Guaranteed Minimum Royalties: (\*) Year 2006: \$ \_\_\_\_\_ TBD by February 6<sup>th</sup>, 2006

Reports/Payments: Quarterly based on calendar year. March 31<sup>st</sup>, June 30<sup>th</sup>, September 30<sup>th</sup>, December 31<sup>st</sup> – Payment to be received by Lifestyle Brands Ltd within 30 days of the end of each quarter based on purchases.

Advertising/Promotion: 2% of first cost

Product Liability Insurance: \$1,000,000.00 primary coverage

Dated: Jan/20/06

LICENSEE  
 By: [Signature]  
 Access Distribution LLC

Name: Brandon Dodd  
 Title: President  
 (I have the authority to bind the Corporation)

Dated: Jan/20/06

LIFESTYLE BRANDS LTD.  
 By: [Signature]

Name: Karen G...  
 Title: CA