

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	SECURITY INTEREST
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CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Adrienne Vittadini, LLC		11/17/2006	COMPANY:

RECEIVING PARTY DATA

Name:	Adrienne Vittadini
Street Address:	1115 Fifth Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10128
Entity Type:	INDIVIDUAL:

Name:	Gianluigi Vittadini
Street Address:	1115 Fifth Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10128
Entity Type:	INDIVIDUAL:

PROPERTY NUMBERS Total: 23

Property Type	Number	Word Mark
Serial Number:	76454421	AV AV AV
Serial Number:	76449099	ADRIENNE VITTADINI BODY LINES
Serial Number:	78482289	ADRIENNE VITTADINI CLASSICO
Registration Number:	1241274	ADRIENNE VITTADINI
Registration Number:	1601002	ADRIENNE VITTADINI
Registration Number:	1736628	ADRIENNE VITTADINI
Registration Number:	1731179	ADRIENNE VITTADINI
Registration Number:	1868907	ADRIENNE VITTADINI

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Registration Number:	1867672	ADRIENNE VITTADINI
Registration Number:	1912150	ADRIENNE VITTADINI
Registration Number:	2704918	ADRIENNE VITTADINI
Registration Number:	2676413	ADRIENNE VITTADINI
Registration Number:	2668624	ADRIENNE VITTADINI
Registration Number:	2848383	ADRIENNE VITTADINI
Registration Number:	2863739	ADRIENNE VITTADINI
Registration Number:	3004948	ADRIENNE VITTADINI COMPANY STORE
Registration Number:	2915269	ADRIENNE VITTADINI CLASSICO
Registration Number:	3093959	ADRIENNE VITTADINI VENEZIA
Serial Number:	78543680	AV ADRIENNE VITTADINI
Serial Number:	78661399	AV
Serial Number:	78865743	VITTADINI BY ADRIENNE VITTADINI
Serial Number:	78796798	ADRIENNE VITTADINI PLATINO
Serial Number:	78810411	ADRIENNE BY ADRIENNE VITTADINI

CORRESPONDENCE DATA

Fax Number: (212)655-3529
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Email: sbluming@bff-law.com
Correspondent Name: Sidney D. Bluming
Address Line 1: 140 East 45th Street, 19th Floor
Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER:	VITTADINI
NAME OF SUBMITTER:	Sidney D. Bluming
Signature:	/sdb/
Date:	11/28/2006

Total Attachments: 1
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SECURITY AGREEMENT

This Security Agreement entered into as of the 17th day of November, 2006 by and between Adrienne Vittadini, LLC, a Delaware limited liability Obligor, with a principal place of business at 1800 Moler Road, Columbus, OH 43207 (the "Obligor"), and Adrienne Vittadini and Gianluigi Vittadini, individuals with an address at 1115 Fifth Avenue, New York, NY 10128 (Adrienne Vittadini and Gianluigi Vittadini collectively the "Secured Parties").

In furtherance of that certain Agreement dated February 25, 2004, assumed by Obligor upon the closing of transactions between Obligor and Retail Brand Alliance, Inc. on November 17, 2006, and pursuant to that letter agreement between the parties dated October 13, 2006, and as security for the obligations of the Obligor to the Secured Parties, the parties agree as follows:

1. The Obligor hereby grants the Secured Parties a security interest in the "Adrienne Vittadini" and "AV" Trademarks in the United States and all foreign countries, and all variations and derivations therefrom, including, without limitation, United States Registrations, numbers 1241274, 1601002, 1736628, 1731179, 1868907, 1867672, 1912150, 2704918, 2676413, 2668624, 2848383, 2863739, 3004948, 2915269 and 3093959 and Applications under serial numbers 76454421, 76449099, 78482289, 78543680, 78661399, 78865743, 78796798 and 78810411, as well as any other registered trademarks, trade dress, trade names, logos and service marks (collectively "Marks"), pending applications for Marks (or similar applications), intent-to-use applications for Marks, pending and allowed (or similar applications), and common law marks, throughout the world (all of the foregoing referred to collectively as "Trademarks").
2. Such security interest shall be subordinate to any secured trade debt and/or financing of the Obligor.
3. The Secured Parties may file a Financing Statement under the Uniform Commercial Code in all appropriate jurisdictions and in the U.S. Patent and Trademark Office, setting forth the Secured Parties' interests hereunder.
4. The parties shall execute such documents as may be required to effectuate the filing of the security interest.
5. This security interest shall not impede the Obligor's right to use the Trademarks in licensing or otherwise.

IN WITNESS WHEREOF, the parties have executed this Security Agreement as of the date first set forth above.

ADRIENNE VITTADINI, LLC

By: 

Adrienne Vittadini


Gianluigi Vittadini