

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Zooey Apparel, Inc.		05/26/2007	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Wachovia Capital Finance Corporation (Central)		
Street Address:	150 South Wacker Drive		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Bank: ILLINOIS		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	77018236	PHOTOBLITZ	
Serial Number:	78843763	GRAYSON	
Serial Number:	77112696	ZOOEY	
Serial Number:	77112714	ZOOEY	
CORRESPONDENCE DATA			
Fax Number:	(917)368-7136		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	212-905-3662		
Email:	mfarinas@oshr.com		
Correspondent Name:	Mercedes Farinas		
Address Line 1:	230 Park Avenue		
Address Line 2:	Otterbourg, Steindler, Houston & Rosen		
Address Line 4:	New York, NEW YORK 10169		
NAME OF SUBMITTER:	Mercedes Farinas		
Signature:	/Mercedes Farinas/		

TRADEMARK

900082868

REEL: 003589 FRAME: 0138

OP \$115.00 77018236

Date:

07/27/2007

Total Attachments: 15

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT ("Agreement"), dated as of May 26, 2007, is by and between ZOOEY APPAREL, INC., a Delaware corporation ("Debtor"), with its chief executive office at 1526 C Cloverfield Boulevard, Santa Monica, California 90404 and WACHOVIA CAPITAL FINANCE CORPORATION (CENTRAL), an Illinois corporation, having an address at 150 South Wacker Drive, Chicago, Illinois 60606, in its capacity as agent ("Secured Party") pursuant to the Loan Agreement (as hereinafter defined) acting for and on behalf of the parties thereto as lenders (individually each, a "Lender" and collectively, "Lenders").

WITNESSETH:

WHEREAS, Debtor has adopted, used, and is the owner of the entire right, title, and interest in and to the registered trademarks and trademark applications described in Exhibit A hereto and made a part hereof;

WHEREAS, Hartmarx Corporation, a Delaware corporation ("Hartmarx"), certain Subsidiaries of Hartmarx, Secured Party and Lenders have entered into financing arrangements pursuant to which Secured Party and Lenders have made loans and advances and provide other financial accommodations to Hartmarx, as set forth in the Loan and Security Agreement, dated August 30, 2002, by and between Hartmarx, certain Subsidiaries of Hartmarx, Secured Party and Lenders (as the same now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, the "Loan Agreement"; capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Loan Agreement) and certain other Financing Agreements; and

WHEREAS, in order to induce Secured Party and Lenders to continue to make loans and advances and provide other financial accommodations to Hartmarx and certain of its Subsidiaries pursuant thereto, Debtor has agreed to grant a security interest in the Collateral (as defined below) to Secured Party, for the benefit of Lenders;

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor hereby agrees as follows:

1. GRANT OF SECURITY INTEREST

As collateral security for the prompt performance, observance and full and final payment of the Obligations, Debtor hereby grants to Secured Party, for the benefit of Lenders, a continuing security interest in and a general lien upon, the following (being collectively referred to herein as the "Collateral"): (a) all of Debtor's now existing or hereafter acquired right, title, and interest in and to: (i) all of Debtor's trademarks, and all trademark and service mark applications and all applications, registrations and recordings relating to the foregoing as may at

any time be filed in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof, any political subdivision thereof or in any other country, including, without limitation, the trademarks described in Exhibit A hereto, together with all rights and privileges arising under applicable law with respect to Debtor's use of any trademarks, trade names, trade styles and service marks, and all reissues, extensions, continuations and renewals thereof (all of the foregoing being collectively referred to herein as the "Trademarks"); and (ii) all prints and labels on which such trademarks, trade names, trade styles and service marks appear, have appeared or will appear, and all designs and general intangibles of a like nature; (b) the goodwill of the business symbolized by each of the Trademarks, including, without limitation, all customer lists and other records relating to the distribution of products or services bearing the Trademarks; (c) all income, fees, royalties and other payments at any time due or payable with respect thereto, including, without limitation, payments under all licenses at any time entered into in connection therewith; (d) the right to sue for past, present and future infringements thereof; (e) all rights corresponding thereto throughout the world; and (f) any and all other proceeds of any of the foregoing, including, without limitation, damages and payments or claims by Debtor against third parties for past or future infringement of the Trademarks.

2. OBLIGATIONS SECURED

The security interest granted to Secured Party, for the benefit of Lenders, pursuant to this Agreement shall secure the performance and payment of the Obligations.

3. REPRESENTATIONS, WARRANTIES AND COVENANTS

Debtor hereby represents, warrants and covenants with and to Secured Party the following (which shall survive the execution and delivery hereof):

(a) All of the Collateral of Debtor (other than Trademarks not registered in the United States and subject to the right of Debtor to abandon Trademarks in accordance with Section 3(h) hereof) is subsisting and in full force and effect and, to the best of Debtor's knowledge, all such registered Trademarks are valid and enforceable, and Debtor owns the sole, full and clear title thereto (subject only to the security interests granted hereunder and pursuant to the Loan Agreement), and the right and power to grant the security interest granted hereunder. Debtor shall, at Debtor's expense, perform all acts and execute all documents necessary to maintain the Collateral consisting of registered Trademarks as registered trademarks and to maintain the existence of all of the Collateral as valid and subsisting, including, without limitation, the filing of any renewal affidavits and applications, except, in each case, with respect to, those Trademarks which are not material and are no longer used or useful in any material respect in the business of Debtor or any of its Affiliates or Subsidiaries and do not appear on or are not affixed to or used in the manufacture, sale or distribution of any Inventory or incorporated in any Equipment or necessary in connection with the Records and have a minimal value and/or are not likely, in Debtor's reasonable judgment, to issue (with respect to a Trademark application) or be sustained in a pending challenge. The Collateral is not subject to any liens, claims, mortgages, assignments, licenses, security interests or encumbrances of any nature whatsoever, except: (i) the security interests granted hereunder and pursuant to the Loan Agreement, (ii) the security

interests permitted under the Loan Agreement, and (iii) the licenses permitted under Section 3(d) below or under the Loan Agreement.

(b) Debtor shall not assign, sell, mortgage, lease, transfer, pledge, hypothecate, grant a security interest in or lien upon, encumber, grant an exclusive or non-exclusive license relating to the Collateral, or otherwise dispose of any of the Collateral, in each case without the prior written consent of Secured Party, except as otherwise permitted herein or in the Loan Agreement.

(c) Debtor shall, at its own expense, promptly perform all acts and execute all documents reasonably requested at any time by Secured Party to evidence, perfect, maintain, record or enforce the security interest in the Collateral granted hereunder or to otherwise further the provisions of this Agreement. Debtor hereby authorizes Secured Party to file one or more financing statements (or similar documents) with respect to the Collateral. Debtor further authorizes Secured Party to have this Agreement or any other similar security agreement filed with the Commissioner of Patents and Trademarks or any other appropriate federal, state or government office.

(d) As of the date hereof, Debtor does not have any Trademarks registered, or subject to pending applications, in the United States Patent and Trademark Office or any similar office or agency in the United States, any State thereof, any political subdivision thereof or in any other country, other than those described in Exhibit A hereto and has not granted any licenses with respect thereto other than as set forth in Schedule 8.11 to the Information Certificate constituting Exhibit C to Amendment No. 6.

(e) Debtor shall, concurrently with the execution and delivery of this Agreement, execute and deliver to Secured Party five (5) originals of a Special Power of Attorney in the form of Exhibit B annexed hereto for the implementation of the assignment, sale or other disposition of the Collateral pursuant to Secured Party's exercise of the rights and remedies granted to Secured Party hereunder.

(f) Secured Party may, in its discretion, pay any amount or do any act which Debtor fails to pay or do as required hereunder to preserve, protect, maintain, record or enforce the Obligations, the Collateral or the security interest granted hereunder, including, but not limited to, all filing or recording fees, court costs, collection charges, and reasonable attorneys' fees and legal expenses. Debtor shall be liable to Secured Party for any such payment, which payment shall be deemed an advance by Secured Party to Hartmarx, shall be payable on demand together with interest at the rate then applicable to the Obligations set forth in the Loan Agreement and shall be part of the Obligations secured hereby.

(g) In the event Debtor shall file any application for the registration of a Trademark with the United States Patent and Trademark Office or any similar office or agency in the United States, any State thereof, any political subdivision thereof or in any other country, Debtor shall provide Secured Party with written notice of such action not later than thirty (30) days after such action. If, after the date hereof, Debtor shall (i) obtain any registered trademark or trade name, or apply for any such registration in the United States Patent and Trademark Office or in any similar office or agency in the United States, any State thereof, any political subdivision thereof

or in any other country, or (ii) become the owner of any trademark registrations or applications for trademark registration in the United States, any State thereof, any political subdivision thereof or in any other country, the provisions of Section 1 hereof shall automatically apply thereto. Upon the request of Secured Party, Debtor shall promptly execute and deliver to Secured Party any and all agreements, instruments, documents and such other papers as may be reasonably requested by Secured Party to evidence the security interest in such Trademark in favor of Secured Party, for the benefit of Lenders.

(h) Debtor has not abandoned any of the Trademarks, and Debtor will not do any act, nor omit to do any act, whereby the Trademarks may become abandoned, invalidated or unenforceable, provided, that, Debtor may abandon or cancel such Trademarks which are not material and are no longer used or useful in any material respect in the business of Debtor or any of its affiliates or subsidiaries and do not appear on or are not affixed to or used in the manufacture, sale or distribution of any Inventory or incorporated in any Equipment or necessary in connection with the Records (as defined in the Loan Agreement) and has a minimal value and/or is not likely, in Debtor's judgment, to issue (with respect to a Trademark application) or be sustained in a pending challenge. Debtor shall promptly notify Secured Party if it knows of any reason why any application, registration, or recording with respect to any Trademarks may become abandoned, canceled or invalidated (other than those permitted to be abandoned pursuant to the terms of the previous sentence).

(i) Debtor shall render any assistance, as Secured Party shall determine is necessary, to Secured Party in any proceeding before the United States Patent and Trademark Office, any federal or state court, or any similar office or agency in the United States, any State thereof, any political subdivision thereof or in any other country to: (i) upon the occurrence and during the continuance of an Event of Default, maintain any application and registration of the Trademarks as Debtor's exclusive property and (ii) protect Secured Party's interest therein, including, without limitation, filing of renewals, affidavits of use, affidavits of incontestability and opposition, interference, and cancellation proceedings and defending against challenges, subject to Debtor's rights to abandon or cancel such Trademarks and Trademark applications pursuant to Section 3(h) hereof.

(j) To Debtor's knowledge, no material infringement or unauthorized use presently is being made of any of the Trademarks that would adversely affect in any material respect the fair market value of the Collateral or the benefits of this Agreement granted to Secured Party, including, without limitation, the validity, priority or perfection of the security interest granted herein or the remedies of Secured Party hereunder. Debtor shall promptly notify Secured Party if Debtor (or any affiliate or subsidiary thereof) learns of any use by any person of any term or design which infringes on any Trademark or is likely to cause confusion with any Trademark. If requested by Secured Party or any Lender, Debtor, at Debtor's expense, shall join with Secured Party in such action as Secured Party, in Secured Party's discretion, may deem advisable for the protection of Secured Party's interest in and to the Trademarks.

(k) Debtor assumes all responsibility and liability arising from the use of the Trademarks and Debtor hereby indemnifies and holds Secured Party and Lenders harmless from and against any claim, suit, loss, damage, or expense (including attorneys' fees and legal expenses) arising out of any alleged defect in any product manufactured, promoted, or sold by

Debtor (or any affiliate or subsidiary thereof) in connection with any Trademark or out of the manufacture, promotion, labeling, sale or advertisement of any such product by Debtor (or any affiliate or subsidiary thereof). The foregoing indemnity shall survive the payment of the Obligations, the termination of this Agreement and the termination or non-renewal of the Loan Agreement.

4. RIGHTS AND REMEDIES

At any time an Event of Default exists or has occurred and is continuing, in addition to all other rights and remedies of Secured Party, whether provided under this Agreement, the Loan Agreement, the other Financing Agreements, applicable law or otherwise, Secured Party shall have the following rights and remedies which may be exercised without notice to, or consent by, Debtor except as such notice or consent is expressly provided for hereunder:

(a) Secured Party may require that neither Debtor nor any Affiliate or Subsidiary of Debtor make any use of the Trademarks or any marks similar thereto for any purpose whatsoever. Secured Party may make use of any Trademarks for the sale of goods, completion of work-in-process or rendering of services or otherwise in connection with enforcing the security interest granted to Secured Party by Debtor or any subsidiary or affiliate of Debtor or for such other reason as Secured Party may determine.

(b) Secured Party may grant such license or licenses relating to the Collateral for such term or terms, on such conditions, and in such manner, as Secured Party shall in its discretion deem appropriate. Such license or licenses may be general, special or otherwise, and may be granted on an exclusive or non-exclusive basis throughout all or any part of the United States of America, its territories and possessions, and all foreign countries, provided that such licenses shall not violate the rights of any exclusive licensee under any license theretofore granted by Debtor or any Subsidiary or Affiliate of Debtor and disclosed to Secured Party in writing.

(c) Secured Party may assign, sell or otherwise dispose of the Collateral or any part thereof, either with or without special conditions or stipulations except that if notice to Debtor of intended disposition of Collateral is required by law, the giving of five (5) days prior written notice to Debtor of any proposed disposition shall be deemed reasonable notice thereof and Debtor waives any other notice with respect thereto. Secured Party shall have the power to buy the Collateral or any part thereof, and Secured Party shall also have the power to execute assurances and perform all other acts which Secured Party may, in its discretion, deem appropriate or proper to complete such assignment, sale, or disposition. In any such event, Debtor shall be liable for any deficiency.

(d) In addition to the foregoing, in order to implement the assignment, sale or other disposition of any of the Collateral pursuant to the terms hereof, Secured Party may execute and deliver on behalf of Debtor, pursuant to the authority granted in the Powers of Attorney described in Section 3(e) hereof, one or more instruments of assignment of the Trademarks (or any application, registration, or recording relating thereto), in form suitable for filing, recording, or registration. Debtor agrees to pay Secured Party and Lenders on demand all costs incurred in any such transfer of the Collateral, including, but not limited to, any taxes, fees, and attorneys'

fees and legal expenses. Debtor agrees that Secured Party and Lenders have no obligation to preserve rights to the Trademarks against any other parties.

(e) Secured Party shall first apply the proceeds actually received from any such license, assignment, sale or other disposition of any of the Collateral as set forth in the Loan Agreement to the costs and expenses thereof, including, without limitation, attorneys' fees and all legal, travel and other expenses which may be incurred by Secured Party or Lenders. Thereafter, Secured Party may apply any remaining proceeds to such of the Obligations as Secured Party may in its discretion determine. Debtor shall remain liable to Secured Party and Lenders for any of the Obligations remaining unpaid after the application of such proceeds, and Debtor shall pay Secured Party on demand any such unpaid amount, together with interest at the rate then applicable to the Obligations set forth in the Loan Agreement.

(f) Debtor shall supply to Secured Party or to Secured Party's designee, Debtor's knowledge and expertise relating to the manufacture, sale and distribution of the products and services bearing the Trademarks and Debtor's customer lists and other records relating to the Trademarks.

(g) Nothing contained herein shall be construed as requiring Secured Party or any Lender to take any such action at any time. All of Secured Party's and Lenders' rights and remedies, whether provided under this Agreement, the other Financing Agreements, applicable law, or otherwise, shall be cumulative and none is exclusive. Such rights and remedies may be enforced alternatively, successively, or concurrently.

5. JURY TRIAL WAIVER; OTHER WAIVERS
AND CONSENTS; GOVERNING LAW

(a) The validity, interpretation and enforcement of this Agreement and the other Financing Agreements and any dispute arising out of the relationship between the parties hereto, whether in contract, tort, equity or otherwise, shall be governed by the internal laws of the State of Illinois but excluding any principles of conflicts of law or other rule of law that would cause the application of the law of any jurisdiction other than the laws of the State of Illinois.

(b) Debtor and Secured Party irrevocably consent and submit to the non-exclusive jurisdiction of the Circuit Court of Cook County, Illinois and the United States District Court for the Northern District of Illinois and waive any objection based on venue or forum non conveniens with respect to any action instituted therein arising under this Agreement or in any way connected or related or incidental to the dealings of Debtor and Secured Party or any Lender in respect of this Agreement or the transactions related hereto, in each case whether now existing or thereafter arising, and whether in contract, tort, equity or otherwise, and agree that any dispute with respect to any such matters shall be heard only in the courts described above (except that Secured Party shall have the right to bring any action or proceeding against Debtor or its property in the courts of any other jurisdiction which Secured Party deems necessary or appropriate in order to realize on the Collateral or to otherwise enforce its rights against Debtor or its property).

(c) Debtor hereby waives personal service of any and all process upon it and consents that all such service of process may be made by certified mail (return receipt requested) directed to its address set forth herein and service so made shall be deemed to be completed five (5) days after the same shall have been so deposited in the U.S. mails, or, at Secured Party's option, by service upon Debtor in any other manner provided under the rules of any such courts.

(d) DEBTOR AND SECURED PARTY EACH HEREBY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION (i) ARISING UNDER THIS AGREEMENT OR (ii) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF DEBTOR AND SECURED PARTY IN RESPECT OF THIS AGREEMENT OR THE TRANSACTIONS RELATED HERETO WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER IN CONTRACT, TORT, EQUITY OR OTHERWISE. DEBTOR AND SECURED PARTY EACH HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY AND THAT DEBTOR OR SECURED PARTY MAY FILE AN ORIGINAL COUNTERPART OF A COPY OF THIS AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF DEBTOR AND SECURED PARTY TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

6. MISCELLANEOUS

(a) All notices, requests and demands hereunder shall be in writing and deemed to have been given or made: if delivered in person, immediately upon delivery; if by telex, telegram or facsimile transmission, immediately upon sending and upon confirmation of receipt; if by nationally recognized overnight courier service with instructions to deliver the next Business Day, one (1) Business Day after sending; and if by certified mail, return receipt requested, five (5) days after mailing. All notices, requests and demands upon the parties are to be given to the following addresses (or to such other address as any party may designate by notice in accordance with this Section):

If to Debtor:

Zoey Apparel, Inc.
1526 C Cloverfield Boulevard
Santa Monica, California 90404
Attention: _____
Telephone No.: _____
Telecopy No.: _____

with a copy to:

Hartmarx Corporation
101 North Wacker Drive
Chicago, Illinois 60606
Attention: General Counsel
Telephone No.: 312-357-5321
Telecopy No.: 312-357-5807

If to Secured Party and Lenders: Wachovia Capital Finance Corporation
(Central)
150 South Wacker Drive, Suite 2200
Chicago, Illinois 60606-4401
Attention: Portfolio Manager
Telephone No.: 312-332-0420
Telecopy No.: 312-332-0424

(b) All references to the plural herein shall also mean the singular and to the singular shall also mean the plural. All references to Debtor, Secured Party and Lenders pursuant to the definitions set forth in the recitals hereto, or to any other person herein, shall include their respective successors and assigns. The words "hereof," "herein," "hereunder," "this Agreement" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not any particular provision of this Agreement and as this Agreement now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced.

(c) This Agreement shall be binding upon Debtor and its successors and assigns and inure to the benefit of and be enforceable by Secured Party and its successors and assigns.

(d) If any provision of this Agreement is held to be invalid or unenforceable, such invalidity or unenforceability shall not invalidate this Agreement as a whole, but this Agreement shall be construed as though it did not contain the particular provision held to be invalid or unenforceable and the rights and obligations of the parties shall be construed and enforced only to such extent as shall be permitted by applicable law.

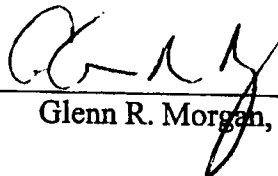
(e) Neither this Agreement nor any provision hereof shall be amended, modified, waived or discharged orally or by course of conduct, but only by a written agreement signed by an authorized officer of each of Debtor and Secured Party. Secured Party and Lenders shall not, by any act, delay, omission or otherwise be deemed to have expressly or impliedly waived any of its rights, powers and/or remedies unless such waiver shall be in writing and signed by an authorized officer of Secured Party. Any such waiver shall be enforceable only to the extent specifically set forth therein. A waiver by Secured Party or any Lender of any right, power and/or remedy on any one occasion shall not be construed as a bar to or waiver of any such right, power and/or remedy which Secured Party or such Lender would otherwise have on any future occasion, whether similar in kind or otherwise.

(f) This Agreement (i) may be executed in separate counterparts, each of which taken together shall constitute one and the same instrument and (ii) may be executed and delivered by telecopier with the same force and effect as if it were as a manually executed and delivered counterpart.

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IN WITNESS WHEREOF, Debtor and Secured Party have executed this Agreement as of the day and year first above written.

ZOOEY APPAREL, INC.

By:  _____
Glenn R. Morgan, Vice President

WACHOVIA CAPITAL FINANCE
CORPORATION (CENTRAL), as Agent

By: _____

Title: _____

IN WITNESS WHEREOF, Debtor and Secured Party have executed this Agreement as of the day and year first above written.

ZOOEY APPAREL, INC.

By: _____

Title: _____

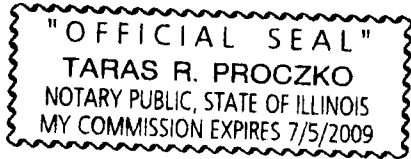
WACHOVIA CAPITAL FINANCE
CORPORATION (CENTRAL), as Agent

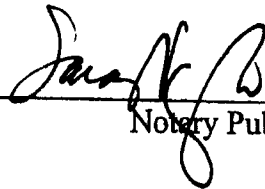
By: [Signature]

Title: Director

STATE OF ILLINOIS)
) s.s.:
COUNTY OF COOK)

On the ____ day of May, 2007, before me personally came Glenn R. Morgan, to me known, who being by me duly sworn, did depose, acknowledge and say that he/she is the Vice President of ZOOEY APPAREL, INC., the corporation described in and which executed the foregoing instrument; and that he/she signed his/her name thereto by order of the board of directors of said corporation.





Notary Public

STATE OF)
) s.s.:
COUNTY OF)

On this ____ day of _____, 2007, before me personally came _____, to me known, who, being duly sworn, did depose and say, that he/she is the _____ of WACHOVIA CAPITAL FINANCE CORPORATION (CENTRAL), the corporation described in and which executed the foregoing instrument; and that he/she signed his/her name thereto by order of the Board of Directors of said corporation.

Notary Public

STATE OF)
) s.s.:
COUNTY OF)

On the ____ day of _____, 2007, before me personally came _____, to me known, who being by me duly sworn, did depose, acknowledge and say that he/she is the _____ of ZOOEY APPAREL, INC., the corporation described in and which executed the foregoing instrument; and that he/she signed his/her name thereto by order of the board of directors of said corporation.

Notary Public

STATE OF)
) s.s.:
COUNTY OF)

On this 17 day of July, 2007, before me personally came Vicky Geist, to me known, who, being duly sworn, did depose and say, that he/she is the Director of WACHOVIA CAPITAL FINANCE CORPORATION (CENTRAL), the corporation described in and which executed the foregoing instrument; and that he/she signed his/her name thereto by order of the Board of Directors of said corporation.



Cherrin Pascual
Notary Public

EXHIBIT A
TO
TRADEMARK SECURITY AGREEMENT

LIST OF TRADEMARKS

<u>Trademark</u>	<u>Registration/Application No.</u>	<u>Registration Date</u>
A to Zooey	App. No. 77018236	10/10/2006
Grayson	App. No. 78843763	3/22/2006
Zooey	App. No. 77112696	2/22/2007
Zooey (design)	App. No. 77112714	2/22/2007

EXHIBIT B
TO
TRADEMARK SECURITY AGREEMENT

SPECIAL POWER OF ATTORNEY

STATE OF)
) s.s.:
COUNTY OF)

KNOW ALL MEN BY THESE PRESENTS, that ZOOEY APPAREL, INC. ("Debtor"), having an office at 1526 C Cloverfield Boulevard, Santa Monica, California 90404, hereby appoints and constitutes, severally, WACHOVIA CAPITAL FINANCE CORPORATION (CENTRAL), as Agent ("Secured Party"), and each of its officers, its true and lawful attorney, with full power of substitution and with full power and authority to perform the following acts on behalf of Debtor:

1. Execution and delivery of any and all agreements, documents, instrument of assignment, or other papers which Secured Party, in its discretion, deems necessary or advisable for the purpose of assigning, selling, or otherwise disposing of all right, title, and interest of Debtor in and to any trademarks and all registrations, recordings, reissues, extensions, and renewals thereof, or for the purpose of recording, registering and filing of, or accomplishing any other formality with respect to the foregoing.

2. Execution and delivery of any and all documents, statements, certificates or other papers which Secured Party, in its discretion, deems necessary or advisable to further the purposes described in Subparagraph 1 hereof.

This Power of Attorney is made pursuant to a Trademark Security Agreement, dated of even date herewith, between Debtor and Secured Party (the "Security Agreement") and is subject to the terms and provisions thereof. This Power of Attorney, being coupled with an interest, is irrevocable until all "Obligations", as such term is defined in the Security Agreement, are paid in full and the Security Agreement is terminated in writing by Secured Party.

Dated: May __, 2007

ZOOEY APPAREL, INC.

By: _____

Title: _____

STATE OF)
) s.s.:
COUNTY OF)

On the ____ day of May, 2007, before me personally came _____, to me known, who being by me duly sworn, did depose, acknowledge and say that he/she is the _____ of ZOOEY APPAREL, INC., the corporation described in and which executed the foregoing instrument; and that he/she signed his/her name thereto by order of the board of directors of said corporation.

Notary Public