

**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>
CMA Apparel Enterprises, Inc.		11/01/2007	CORPORATION: NEW YORK
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Israel Discount Bank of New York		
<b>Street Address:</b>	511 Fifth Avenue		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10017		
<b>Entity Type:</b>	Bank: NEW YORK		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2076756	CATHERINE MALANDRINO	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(212)609-6921		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	212 609 6800		
<b>Email:</b>	mboyce@mccarter.com		
<b>Correspondent Name:</b>	McCarter & English-Gary H. Fechter		
<b>Address Line 1:</b>	245 Park Avenue		
<b>Address Line 2:</b>	27th Floor		
<b>Address Line 4:</b>	New York, NEW YORK 10167-0001		
<b>ATTORNEY DOCKET NUMBER:</b>	100196/42 GHF 2807		
<b>NAME OF SUBMITTER:</b>	Gary H. Fechter		
<b>Signature:</b>	/ghf/		
<b>Date:</b>	12/04/2007		

CH \$40.00 2076756

**Total Attachments: 6**

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## GRANT OF SECURITY INTEREST IN TRADEMARK LICENSE AGREEMENT

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, CMA APPAREL ENTERPRISES, INC. a New York corporation (the "Grantor") with a principal office at 275 West 39<sup>th</sup> Street, New York, New York 10018, hereby assigns, grants and mortgages to ISRAEL DISCOUNT BANK OF NEW YORK, a New York bank with an office at 511 Fifth Avenue, New York, New York 10017 (the "Grantee"), a security interest in (i) all of the Grantor's right, title and interest in and to that certain Trademark License Agreement dated the 30<sup>th</sup> day of April, 2007, and as thereafter amended on November 1, 2007, by and between Catherine Malandrino, as Licensor, and Grantor, as Licensee, attached as Exhibit A hereto (the "License Agreement"), (ii) all proceeds due and owing to the Grantor from the License Agreement, (iii) the goodwill of the business of the Grantor, (iv) all causes of action arising prior to or after the date hereof for infringement under the License Agreement, and (v) all "inventory" (as such term is defined in the UCC) produced under the License Agreement now owned or hereafter acquired by the Grantor, wherever located, and in any event, including, without limitation, all inventory, merchandise, goods, and other personal property which are held by or on behalf of the Grantor for sale or lease or are furnished or are to be furnished under a contract of service or which constitutes raw materials, work in process or materials used or consumed or to be used or consumed in the Grantor's business or in the processing, production, packaging, promotion, delivery or shipping of the same, including, without limitation, other supplies, and all finished goods (collectively, the "Trademark License Collateral").

THIS AGREEMENT is entered into to secure the full and prompt performance and payment of all of the Obligations (as such term is defined in the Loan and Security Agreement of even date herewith and among the Grantor, certain other borrowers identified therein and the Grantee (the "Loan and Security Agreement")) of the Grantor. Upon the payment and satisfaction in full of the Obligations of the Grantor and the termination of the Revolving Credit Commitment and the Term Loan Commitment under the Loan and Security Agreement, the Grantee shall execute, acknowledge, and deliver to the Grantor such statements, documents or other instruments in writing as may be reasonably requested by Grantor releasing the security interest in the License Agreement granted under this Agreement.

1. Capitalized terms used herein and not otherwise defined shall have the meaning ascribed to them in the Loan and Security Agreement. As used herein, the plural includes the singular and singular includes the plural.

2. The Grantor represents and warrants as follows:

A. (i) Grantor is a New York corporation duly organized and validly existing under the laws of New York State, (ii) has the appropriate power and authority to operate its business and to own its property and (iii) is duly qualified, is validly existing and in good standing and has lawful power and authority to enter into and perform under the License Agreement and this Agreement.

B. The License Agreement constitutes a legal, valid and binding obligation of the Grantor and, to the best of its knowledge, the other party thereto, enforceable in accordance with its respective terms.

- C. The Grantor will not terminate or permit the termination of the License Agreement, except in accordance with its terms.
  - D. Without the prior written consent of the Grantee, Grantor will not waive or in any manner release or discharge the other party to the License Agreement from any of the material obligations, covenants, conditions and agreements to be performed by it under such License Agreement.
  - E. To the best of Grantor's knowledge, U.S. Trademark Registration No. 2076756 for the mark CATHERINE MALANDRINO (the "Trademark") is valid and sustaining.
  - F. The womens' ready to wear apparel sold by Grantor under the License Agreement is merchantable and fit for the purpose for which they are intended.
  - G. The Grantor has not performed any acts which might prevent Grantee from enforcing any of the terms of this Agreement or the License Agreement, or which would limit the Grantee in any such enforcement.
  - H. The Grantor will, from time-to-time, at its expense, execute, deliver, file and record any statement, assignment, instrument, document or other agreement and take any action that from time-to-time may be necessary or desirable, or that Grantee may request, to create, preserve, upgrade in rank, perfect, or validate the Security Interest in the License Agreement to enable the Grantee to obtain the full benefits of this Agreement.
3. Upon the occurrence and during the continuance of any Event of Default under the Loan and Security Agreement that remains uncured after any applicable cure period thereunder, Grantor hereby irrevocably constitutes and appoints Grantee and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full irrevocable power and authority in the place and stead of the Grantor and in the name of the Grantor or in its own name, from time to time in Grantee's discretion, for the purpose of carrying out the terms of the License Agreement, to take any and all appropriate action and to execute and deliver any and all documents and instruments which may be necessary or desirable to accomplish the purposes of the License Agreement and, without limiting the generality of the foregoing, hereby grants to Grantee the power and right, on behalf of the Grantor, subject to the terms of Section 4 below, without notice to or assent by the Grantor, and at any time, to do the following, in accordance with the terms of the License Agreement:
- (i) In the name of the Grantor, in its own name or otherwise, take possession of, endorse and receive payment of any check, drafts, notes, acceptances, or other instruments for the payment of monies due or arising from or out of the License Agreement.
  - (ii) Continue or commence in the name of Grantor, in its own name or otherwise, the exclusive right and license (with the right to sublicense on an exclusive or non-exclusive basis) to use the Trademark during the License Term (as that term is defined in the License Agreement), solely in connection with the sales and

distribution of women's ready to wear apparel ("Licensed Products") through the Channels of Distribution (as defined in the License Agreement) in the United States with the right to manufacture, promote, advertise and/or cause the manufacture, promotion and advertising of the Trademark and the Licensed Products in such manner as the Grantee in its sole discretion may determine; provided, however, in the event the Grantee desires to exercise its right to sublicense the Trademark provided for hereunder, the Grantee shall grant Catherine Malandrino the right, but not an obligation, of first refusal to sublicense the Trademark on the same terms and conditions as those offered by any proposed sublicensee. Such right of first refusal shall be exercisable within thirty (30) days of the receipt of written notification by Catherine Malandrino from the Grantee setting forth the terms and conditions of any proposed sublicense and shall be subject to the negotiation and delivery of definitive documentation with respect to any such sublicense in a form satisfactory to the Grantee in its sole discretion.

- (iii) The Grantee may (without assuming any obligations or liability thereunder), at any time and from time-to-time, enforce (and shall have the exclusive right to enforce/against any licensee or sublicensee) all rights and remedies of the Grantor in, to and under the License Agreement and take or refrain from taking any action thereunder, and the Grantor hereby releases the Grantee from, and agrees to hold the Grantee free and harmless from and against any claims arising out of, any lawful action so taken as admitted to be taken with respect thereto.
- B. The Grantor hereby irrevocably constitutes and appoints Grantee and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full irrevocable power and authority in the place and stead of the Grantor and in the name of Grantor or in its own name, from time to time in Grantee's discretion, for the purpose of carrying out the terms of this Agreement, to take any and all appropriate action and to execute and deliver any and all documents and instruments which may be necessary or desirable to accomplish the purposes of this Agreement and without limiting the generality of the foregoing, hereby grants to Grantee the power and right, on behalf of the Grantor, without notice to or assent by Grantor, upon the occurrence and during the continuance of the Event of Default under the Loan and Security Agreement that remains uncured after any applicable cure period thereunder, to do the following, in accordance with the terms of the License Agreement:
- (i) Ask, demand, collect, receive and give acquittances and receipts for any and all money due or to become due under the License Agreement;
  - (ii) Pay or discharge taxes, liens, security interest, or other encumbrances levied or placed on or threatened against the License Agreement;
  - (iii) Direct any party liable for any payment under or in respect of the License Agreement to make payment of any and all monies due or to become due thereunder, directly to Grantee or as Grantee shall direct;

- (iv) Sign and endorse any invoices, freight or express bills, bills of lading, storage or warehouse receipts, drafts against debtors, assignments, verifications, and notices in connection with accounts and other document constituting or related to the License Agreement;
  - (v) Settle, compromise or adjust any suit, action, or proceeding described above and, in connection therewith, give such discharges or releases as Grantee may deem appropriate;
  - (vi) File any claim or take or commence any other action or proceeding in any court of law or equity or otherwise deemed appropriate by Grantee for the purpose of collecting any and all such monies due under the License Agreement whenever payable;
  - (vii) Commence and prosecute any suits, actions or proceedings of law or equity in any court of competent jurisdiction to enforce any other right in respect to the License Agreement if the Grantor does not defend such suit, action or proceeding or if Grantee believes that the Grantor is not pursuing such defense in a manner that will maximize the recovery with respect to such License Agreement; and
  - (viii) Sell transfer, pledge, make any agreement with respect to, or otherwise deal with the License Agreement as fully and completely as though Grantee were the sole and exclusive Licensee thereof, for all purposes, and to do, at Grantee's option and the Grantor's expense, at any time, or from time to time, all acts and things which Grantee reasonable deems necessary to perfect, preserve, or realize upon the License Agreement thereon in order to effect the intent of this Agreement, all as fully and effectively as the Grantor might do.
- C. The Grantor hereby ratifies, to the extent permitted by law, all that said attorneys shall lawfully do or cause to be done by virtue hereof. The power of attorney granted pursuant to this Section 3 is a power coupled with an interest and shall be irrevocable until the Obligations are paid or otherwise satisfied in full.
- D. The powers conferred on Grantee hereunder are solely to protect Grantee's interests in the License Agreement and shall not impose any duty upon it to exercise any such powers. Grantee shall be accountable only for amounts that it actually receives as a result of the exercise of such powers and none of its officers, directors, employees, agents or representatives shall be responsible to the Grantor for any act or failure to act, except for their own gross negligence or willful misconduct.
- E. Grantor also authorizes Grantee, at any time and from time to time, to communicate in its own name with any party to any contract with regard to the assignment of the right, title and interest of the Grantor in and under the License and other matters relating thereto or therefrom.

4. This Agreement is for the benefit of the Grantee and its successors and assigns, and in the event of an assignment of all or any of the Obligations, the right hereunder, to the extent

applicable to the indebtedness so assigned, may be transferred with such indebtedness. This Agreement shall be binding on the Grantor and its successors and assigns; provided that the Grantor may not assign any of its rights or obligations hereunder without the prior written consent of the Grantee.

5. Neither this Agreement nor any provision hereof may be changed, waived, discharged or terminated orally, but only in writing signed by the Grantor and the Grantee.

6. This Agreement shall be construed in accordance with and governed by the laws of the State of New York, except as otherwise required by mandatory provisions of law and except to the extent that remedies provided by the law of any jurisdiction other than New York are governed by the laws of such jurisdiction.

7. The Grantor acknowledges that the transactions evidenced by this agreement are commercial transactions and waives its right to notice and hearing as allowed by any state or federal law with respect to any prejudgment remedy which the Grantee may desire to use, and further waives diligence, demand, presentment for payment, notice of nonpayment, protest and notice of any renewals or extensions. The Grantor acknowledges that it makes this waiver knowingly, willingly and voluntarily and without duress, and only after extensive consideration of the ramifications of this waiver with its attorneys. The Grantor further consents to the issuance of any such prejudgment remedies without a bond and agrees not to request or file any motion seeking to require the posting of a bond in connection with Grantee's exercise of any prejudgment remedy.

8. The Grantor waives, to the fullest extent permitted by applicable law, any right it may have to a trial by jury in respect of any litigation directly or indirectly arising out of, under or in connection with this agreement or any of the other loan documents. The Grantor (A) certifies that no representative, agent or attorney of the Grantee has represented, expressly or otherwise, that the Grantee would not, in the event of litigation, seek to enforce the foregoing waiver and (B) acknowledges that it has been induced to enter into this agreement by, among other things, the mutual waiver and certifications in this section 8 and that it makes this waiver knowingly, voluntarily, without duress and only after extensive consideration of the ramifications of this waiver with its attorneys.

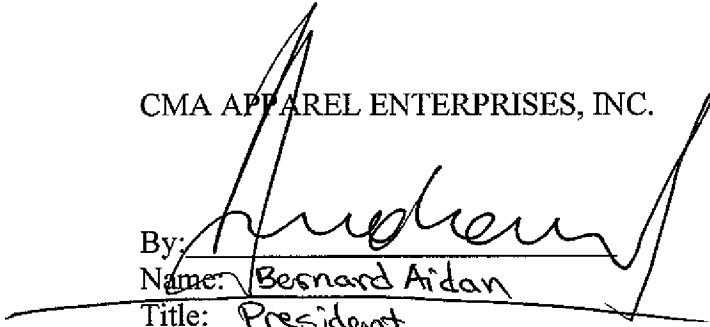
9. If any provision hereof is invalid and unenforceable in any jurisdiction, then, to the fullest extent permitted by, law, (i) the other provisions hereof shall remain in full force and effect in such jurisdiction and shall be liberally construed in favor of the Grantee to carry out the intentions of the parties hereto as nearly as may be possible, and (ii) the invalidity or unenforceability of any provision hereof in any jurisdiction shall not affect the validity or enforceability of such provision in any other. This Agreement is to be read, construed and applied together with the Security Agreement, all Guaranties and the other documents executed or delivered in connection with the transactions contemplated hereby which, taken together with respect to the matters referred to herein and therein, set forth the complete understanding and agreement of the Grantee and the Grantor.

This Agreement has been entered into in conjunction with the security interest granted to the Grantee under the Loan and Security Agreement. The rights and remedies of the Grantee


with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Loan and Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Agreement are deemed to conflict with the Loan and Security Agreement, the provisions of the Loan and Security Agreement shall govern.

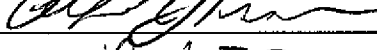
**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the 1st day of November, 2007.

CMA APPAREL ENTERPRISES, INC.

By:   
Name: Bernard Aidan  
Title: President

ISRAEL DISCOUNT BANK OF NEW YORK

By:   
Name: Amir Barash  
Title: AUM

By:   
Name: Alfred J. Franco  
Title: FVP