

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
H Acquisition, LLC		03/07/2008	LIMITED LIABILITY COMPANY: DELAWARE
Fortunoff Card Company, LLC		03/07/2008	LIMITED LIABILITY COMPANY: VIRGINIA

RECEIVING PARTY DATA

Name:	Wells Fargo Retail Finance, LLC, Collateral Agent
Street Address:	One Boston Place
Internal Address:	19th Floor
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02108
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	1634537	FORTUNOFF
Registration Number:	1308892	PRIME TIME
Registration Number:	1519572	AVIGNON
Registration Number:	1420819	FORTUNOFF
Registration Number:	1246875	F
Registration Number:	1065966	THE SOURCE
Registration Number:	1044488	FORTUNOFF, THE SOURCE
Registration Number:	881240	FSS

CORRESPONDENCE DATA

Fax Number: (703)415-1557

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

CH \$215.00 1634537

Phone: 703-415-1555
Email: mail@specializedpatent.com
Correspondent Name: Christopher E. Kondracki
Address Line 1: 2001 Jefferson Davis, Hwy., Suite 1007
Address Line 4: Arlington, VIRGINIA 22202

ATTORNEY DOCKET NUMBER:	8030807
NAME OF SUBMITTER:	Christopher E. Kondracki
Signature:	/Christopher E. Kondracki/
Date:	04/07/2008

Total Attachments: 21

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement"), dated as of March 7, 2008, by and among (a) H ACQUISITION, LLC, a Delaware limited liability company (the "Lead Borrower"), (b) FORTUNOFF CARD COMPANY, LLC, a Virginia limited liability company (the "Guarantor") (the Lead Borrower and the Guarantor are hereinafter referred to, individually, as a "Grantor" and, collectively, as the "Grantors"), and (c) WELLS FARGO RETAIL FINANCE, LLC, a Delaware limited liability company, as collateral agent (in such capacity, the "Collateral Agent") for its own benefit and the benefit of the other Credit Parties (as defined in the Credit Agreement referred to below), in consideration of the mutual covenants contained herein and benefits to be derived herefrom.

WITNESSETH:

WHEREAS, reference is made to that certain Credit Agreement, dated as of March 7, 2008 (as amended, modified, supplemented or restated and in effect from time to time, the "Credit Agreement"), by and among (i) the Lead Borrower and the other Borrowers from time to time party thereto (collectively, with the Lead Borrower, the "Borrowers"), (ii) the Guarantor and the other Guarantors from time to time party thereto (collectively, with the Guarantor, the "Guarantors"), (iii) the Lenders from time to time party thereto (individually, a "Lender" and, collectively, the "Lenders"), (iv) Wells Fargo Retail Finance, LLC, as Administrative Agent, Collateral Agent, Swing Line Lender and L/C Issuer, (v) Wells Fargo Retail Finance, LLC and UBS Securities LLC, as Joint Lead Arrangers and Joint Bookrunners, and (vi) UBS Securities LLC, as Syndication Agent, pursuant to which the Lenders have agreed to make Loans to the Borrowers, and the L/C Issuer has agreed to issue Letters of Credit for the account of the Borrowers, upon the terms and subject to the conditions specified in the Credit Agreement; and

WHEREAS, reference is also made to that certain Guaranty, dated as of March 7, 2008 (as amended, modified, supplemented or restated and in effect from time to time, the "Guaranty"), executed by the Guarantor in favor of the Administrative Agent, the Collateral Agent, and the other Credit Parties, pursuant to which the Guarantor guarantees the payment and performance of the Guaranteed Obligations (as defined in the Guaranty); and

WHEREAS, the obligations of the Lenders to make Loans and of the L/C Issuer to issue Letters of Credit are each conditioned upon, among other things, the execution and delivery by the Grantors of (i) that certain Security Agreement, dated as of March 7, 2008 (as amended, modified, supplemented or restated and in effect from time to time, the "Security Agreement"), by and among the Grantors and the Collateral Agent, pursuant to which each Grantor grants to the Collateral Agent (for its own benefit and the benefit of the other Credit Parties) a security interest in and to the Collateral (as defined herein), and (ii) an agreement in the form hereof, pursuant to which each Grantor grants to the Collateral Agent (for its own benefit and the benefit of the other Credit Parties) a security interest in and to the IP Collateral (as defined herein), in order to secure the Secured Obligations (as defined herein).

NOW, THEREFORE, in consideration of the mutual conditions and agreements set forth in this Agreement, and for good and valuable consideration, the receipt of which is hereby acknowledged, the Grantors and the Collateral Agent, on its own behalf and on behalf of the other Credit Parties (and each of their respective successors or assigns), hereby agree as follows:

SECTION 1. Definitions.

1.1 Generally. All references herein to the UCC shall mean the Uniform Commercial Code as in effect from time to time in the State of New York; provided, however, that if a term is defined in Article 9 of the UCC differently than in another Article thereof, the term shall have the meaning set forth in Article 9; provided further that, if by reason of mandatory provisions of law, perfection, or the effect of perfection or non-perfection, of the security interest in any IP Collateral or the availability of any remedy hereunder is governed by the Uniform Commercial Code as in effect in a jurisdiction other than New York, "UCC" means the Uniform Commercial Code as in effect in such other jurisdiction for purposes of the provisions hereof relating to such perfection or effect of perfection or non-perfection or availability of such remedy, as the case may be.

1.2 Definition of Certain Terms Used Herein. Unless the context otherwise requires, all capitalized terms used but not defined herein shall have the meanings set forth in the Credit Agreement. In addition, as used herein, the following terms shall have the following meanings:

"Borrowers" shall have the meaning assigned to such term in the preliminary statement of this Agreement.

"Collateral" shall have the meaning assigned to such term in the Security Agreement.

"Collateral Agent" shall have the meaning assigned to such term in the preamble of this Agreement.

"Copyrights" shall mean all copyrights and like protections in each work of authorship or derivative work thereof of any Grantor, whether registered or unregistered and whether published or unpublished, including, without limitation, the United States copyright registrations and copyright applications listed on **EXHIBIT A** annexed hereto and made a part hereof, together with any goodwill of the business connected with, and symbolized by, any of the foregoing.

"Copyright Licenses" shall mean all agreements, whether written or oral, providing for the grant by or to any Grantor of any right under any Copyright, including, without limitation, the agreements listed on **EXHIBIT A** annexed hereto and made a part hereof.

"Copyright Office" shall mean the United States Copyright Office or any other federal governmental agency which may hereafter perform its functions.

“Credit Agreement” shall have the meaning assigned to such term in the preliminary statement of this Agreement.

“Grantor” and “Grantors” shall have the meaning assigned to such terms in the preamble of this Agreement.

“Guarantor” shall have the meaning assigned to such term in the preamble of this Agreement.

“Guarantors” shall have the meaning assigned to such term in the preliminary statement of this Agreement.

“Guaranty” shall have the meaning assigned to such term in the preliminary statement of this Agreement.

“Intellectual Property” shall have the meaning assigned to such term in SECTION 3 of this Agreement.

“IP Collateral” shall have the meaning assigned to such term in SECTION 2 of this Agreement.

“Lead Borrower” shall have the meaning assigned to such term in the preamble of this Agreement.

“Lender” and “Lenders” shall have the meaning assigned to such terms in the preliminary statement of this Agreement.

“Licenses” shall mean, collectively, the Copyright Licenses, Patent Licenses, Trademark Licenses, and any other license providing for the grant by or to any Grantor of any right under any Intellectual Property.

“Patents” shall mean all patents and applications for patents of any Grantor, and the inventions and improvements therein disclosed, and any and all divisions, revisions, reissues and continuations, continuations-in-part, extensions, and reexaminations of said patents including, without limitation, the United States patent registrations and patent applications listed on **EXHIBIT B** annexed hereto and made a part hereof.

“Patent Licenses” shall mean all agreements, whether written or oral, providing for the grant by or to any Grantor of any right under any Patent, including, without limitation, the agreements listed on **EXHIBIT B** annexed hereto and made a part hereof.

“PTO” shall mean the United States Patent and Trademark Office or any other federal governmental agency which may hereafter perform its functions.

“Secured Obligations” shall mean, collectively, the Obligations (as defined in the Credit Agreement) and the Guaranteed Obligations (as defined in the Guaranty); provided, however, that Obligations which constitute Other Liabilities shall be Secured Obligations solely to the extent that there is sufficient IP Collateral following satisfaction of the obligations described in clause (a) of the definition of Obligations.

“Security Agreement” shall have the meaning assigned to such term in the preliminary statement of this Agreement.

“Trademarks” shall mean all trademarks, trade names, corporate names, company names, domain names, business names, fictitious business names, trade dress, trade styles, service marks, designs, logos and other source or business identifiers of any Grantor, whether registered or unregistered, including, without limitation, the United States trademark registrations and trademark applications listed on **EXHIBIT C** annexed hereto and made a part hereof, together with any goodwill of the business connected with, and symbolized by, any of the foregoing.

“Trademark Licenses” shall mean all agreements, whether written or oral, providing for the grant by or to any Grantor of any right under any Trademark, including, without limitation, the agreements listed on **EXHIBIT C** annexed hereto and made a part hereof.

1.3 Rules of Interpretation. The rules of interpretation specified in Sections 1.02 through 1.06 of the Credit Agreement shall be applicable to this Agreement.

SECTION 2. Grant of Security Interest. In furtherance and as confirmation of the Security Interest (as defined in the Security Agreement) granted by the Grantors to the Collateral Agent (for its own benefit and the benefit of the other Credit Parties) under the Security Agreement, and as further security for the payment or performance, as the case may be, in full of the Secured Obligations, each of the Grantors hereby ratifies such Security Interest and grants to the Collateral Agent (for its own benefit and the benefit of the other Credit Parties) a continuing security interest, with a power of sale (which power of sale shall be exercisable only following the occurrence and during the continuance of an Event of Default), in all of the present and future right, title and interest of such Grantor in and to the following property, and each item thereof, whether now owned or existing or hereafter acquired or arising, together with all products, proceeds, substitutions, and accessions of or to any of the following property (collectively, the “IP Collateral”):

- (a) All Copyrights and Copyright Licenses;
- (b) All Patents and Patent Licenses;
- (c) All Trademarks and Trademark Licenses;
- (d) All other Licenses;
- (e) All renewals of any of the foregoing;

(f) All trade secrets, know-how and other proprietary information; works of authorship and other copyright works (including copyrights for computer programs), and all tangible and intangible property embodying the foregoing; inventions (whether or not patentable) and all improvements thereto; industrial design applications and registered industrial designs; books, records, writings, computer tapes or disks, flow diagrams, specification sheets, computer software, source codes, object codes, executable code, data, databases, and other physical manifestations, embodiments or incorporations of any of the foregoing, and any Licenses in any of the foregoing, and all other Intellectual Property and proprietary rights;

(g) All General Intangibles connected with the use of, or related to, any and all Intellectual Property (including, without limitation, all goodwill of each Grantor and its business, products and services appurtenant to, associated with, or symbolized by, any and all Intellectual Property and the use thereof);

(h) All income, royalties, damages and payments now and hereafter due and/or payable under and with respect to any of the foregoing, including, without limitation, payments under all Licenses entered into in connection therewith and damages and payments for past or future infringements, misappropriations or dilutions thereof;

(i) The right to sue for past, present and future infringements, misappropriations, and dilutions of any of the foregoing; and

(j) All of the Grantors' rights corresponding to any of the foregoing throughout the world.

SECTION 3. Protection of Intellectual Property By Grantors. Except as set forth below in this **SECTION 3**, each of the Grantors shall undertake the following with respect to each of the items respectively described in Sections 2(a), (b), (c), (d), (e), (f) and (g) (collectively, the "Intellectual Property"):

(a) Pay all renewal fees and other fees and costs associated with maintaining the Intellectual Property and with the processing and prosecution of the Intellectual Property and take all other steps reasonably necessary to maintain each registration of the Intellectual Property, except, in each case, to the extent that the failure to do so could not reasonably be expected to have a Material Adverse Effect.

(b) Take all actions reasonably necessary to prevent any of the Intellectual Property from becoming forfeited, abandoned, dedicated to the public, invalidated or impaired in any way, except, in each case, to the extent that the failure to do so could not reasonably be expected to have a Material Adverse Effect.

(c) At the Grantors' sole cost, expense, and risk, pursue the processing and prosecution of each application for registration which is the subject of the security interest created herein and not abandon or delay any such efforts, except, in each case, to

the extent that the failure to do so could not reasonably be expected to have a Material Adverse Effect.

(d) At the Grantors' sole cost, expense, and risk, take any and all action which the Grantors reasonably deem necessary or desirable under the circumstances to protect the Intellectual Property from infringement, misappropriation or dilution, including, without limitation, the prosecution and defense of infringement actions, except, in each case, to the extent that the failure to do so could not reasonably be expected to have a Material Adverse Effect.

SECTION 4. Grantors' Representations and Warranties. In addition to any representations and warranties contained in any of the other Loan Documents, each Grantor represents and warrants that:

(a) **EXHIBIT A** is a true, correct and complete list of all United States Copyrights owned by such Grantor and all Copyright Licenses to which such Grantor is a party as of the date hereof.

(b) **EXHIBIT B** is a true, correct and complete list of all United States Patents owned by such Grantor and all Patent Licenses to which such Grantor is a party as of the date hereof.

(c) **EXHIBIT C** is a true, correct and complete list of all United States Trademarks owned by such Grantor and all Trademark Licenses to which such Grantor is a party as of the date hereof.

(d) Except as set forth in **EXHIBITS A, B and C**, none of the Intellectual Property owned by such Grantor is the subject of any licensing or franchise agreement pursuant to which such Grantor is the licensor or franchisor as of the date hereof.

(e) All IP Collateral owned by such Grantor is, and shall remain, free and clear of all Liens, encumbrances, or security interests in favor of any Person, other than Permitted Encumbrances.

(f) Such Grantor owns, or is licensed to use, all Intellectual Property reasonably necessary for the conduct of its business as currently conducted. No claim has been asserted and is pending by any Person challenging or questioning the use by such Grantor of any of its Intellectual Property, or the validity or effectiveness of any of its Intellectual Property, that could reasonably be expected to have a Material Adverse Effect. Such Grantor considers that the use by such Grantor of the Intellectual Property does not infringe the rights of any Person in any material respect. No holding, decision or judgment has been rendered by any Governmental Authority which would limit, cancel or question the validity of, or such Grantor's rights in, any Intellectual Property in any respect that could reasonably be expected to have a Material Adverse Effect.

(g) Such Grantor shall give the Collateral Agent prompt written notice, with reasonable detail, following the occurrence of any of the following:

(i) Such Grantor's obtaining rights to, and filing applications for registration of, any new Intellectual Property, or otherwise acquiring ownership of any registered Intellectual Property (other than the acquisition by such Grantor of the right to sell products containing the trademarks of others in the ordinary course of such Grantor's business).

(ii) Such Grantor's becoming entitled to the benefit of any registered Intellectual Property whether as licensee or licensor (other than commercially available off the shelf computer programs, products or applications and such Grantor's right to sell products containing the trademarks of others in the ordinary course of such Grantor's business).

(iii) Such Grantor's entering into any new Licenses with respect to the Intellectual Property (other than commercially available off the shelf computer programs, products or applications and such Grantor's right to sell products containing the trademarks of others in the ordinary course of such Grantor's business).

(iv) Such Grantor's knowing, or having reason to know, that any application or registration relating to any Intellectual Property may, other than as provided in SECTION 3 above, become forfeited, abandoned or dedicated to the public, or of any adverse determination or development (including, without limitation, the institution of, or any such determination or development in, any proceeding in the PTO, the Copyright Office or any court or tribunal) regarding such Grantor's ownership of, or the validity or enforceability of, any Intellectual Property or such Grantor's right to register the same or to own and maintain the same.

SECTION 5. Agreement Applies to Future Intellectual Property.

(a) The provisions of this Agreement shall automatically apply to any such additional property or rights described in subsections (i), (ii), (iii), and (iv) of SECTION 4(g), above, all of which shall be deemed to be and treated as "Intellectual Property" within the meaning of this Agreement. Upon the acquisition by any Grantor of any additional Intellectual Property, such Grantor shall promptly deliver to the Collateral Agent an updated **EXHIBIT A, B, and/or C** (as applicable) to this Agreement and hereby authorizes the Collateral Agent to file, at such Grantor's expense, such updated Exhibit as set forth in SECTION 5(b).

(b) Each of the Grantors shall execute and deliver, and have recorded, any and all agreements, instruments, documents and papers as the Collateral Agent may reasonably request to evidence the Collateral Agent's security interest in any Intellectual

Property (including, without limitation, filings with the PTO, the Copyright Office or any similar office), and each of the Grantors hereby constitutes the Collateral Agent as its attorney-in-fact to execute and file all such writings for the foregoing purposes, all such acts of such attorney being hereby ratified and confirmed; provided, however, that the Collateral Agent's taking of such action shall not be a condition to the creation or perfection of the security interest created hereby.

SECTION 6. Grantors' Rights To Enforce Intellectual Property. Prior to the occurrence of an Event of Default, the Grantors shall have the exclusive right to sue for past, present and future infringement of the Intellectual Property, including the right to seek injunctions and/or money damages in an effort by the Grantors to protect the Intellectual Property against encroachment by third parties, provided, however, that:

(a) The Grantors provide the Collateral Agent with written notice of the Grantors' institution of any legal proceedings for enforcement of any Intellectual Property, the infringement of which could reasonably be expected to have a Material Adverse Effect.

(b) Any money damages awarded or received by the Grantors on account of such suit (or the threat of such suit) shall constitute IP Collateral.

(c) Upon the occurrence and during the continuance of any Event of Default, the Collateral Agent, by notice to the Grantors, may terminate or limit the Grantor's rights under this SECTION 6.

SECTION 7. Collateral Agent's Actions To Protect Intellectual Property. In the event of

(a) any Grantor's failure, within fifteen (15) days of written notice from the Collateral Agent, to cure any failure by such Grantor to observe or perform any of such Grantor's covenants, agreements or other obligations hereunder; and/or

(b) the occurrence and continuance of any other Event of Default,

the Collateral Agent, acting in its own name or in that of any Grantor, may (but shall not be required to) act in any Grantor's place and stead and/or in the Collateral Agent's own right in connection therewith.

SECTION 8. Rights Upon Default. Upon the occurrence and during the continuance of an Event of Default, in addition to all other rights and remedies, the Collateral Agent may exercise all rights and remedies of a secured party under the Uniform Commercial Code as adopted in the State of New York, with respect to the Intellectual Property, in addition to which the Collateral Agent may sell, license, assign, transfer, or otherwise dispose of the Intellectual Property, subject to those restrictions to which such Grantor is subject under applicable Law and by contract. Any person may conclusively rely upon an affidavit of an officer of the Collateral

Agent that an Event of Default has occurred and that the Collateral Agent is authorized to exercise such rights and remedies.

SECTION 9. Collateral Agent As Attorney-In-Fact.

(a) Each of the Grantors hereby irrevocably makes, constitutes and appoints the Collateral Agent (and all officers, employees or agents designated by the Collateral Agent) as and for such Grantor's true and lawful agent and attorney-in-fact, and in such capacity the Collateral Agent shall have the right, with power of substitution for each Grantor and in each Grantor's name or otherwise, for the use and benefit of the Collateral Agent and the other Credit Parties:

(i) To supplement and amend from time to time **EXHIBITS A, B and C** of this Agreement to include any newly developed, applied for, registered, or acquired Intellectual Property of such Grantor and any intent-to-use Trademark applications for which a statement of use or an amendment to allege use has been filed and accepted by the PTO.

(ii) Following the occurrence and during the continuance of any Event of Default, to exercise any of the rights and powers referenced herein.

(iii) Following the occurrence and during the continuance of any Event of Default, to execute all such instruments, documents, and papers as the Collateral Agent reasonably determines to be necessary or desirable in connection with the exercise of such rights and remedies and to cause the sale, license, assignment, transfer, or other disposition of the Intellectual Property, subject to those restrictions to which such Grantor is subject under applicable Law and by contract.

(b) The power of attorney granted herein, being coupled with an interest, shall be irrevocable until this Agreement is terminated in writing by a duly authorized officer of the Collateral Agent.

(c) The Collateral Agent shall not be obligated to do any of the acts or to exercise any of the powers authorized by SECTION 9(a), but if the Collateral Agent elects to do any such act or to exercise any of such powers, it shall not be accountable for more than it actually receives as a result of such exercise of power, and shall not be responsible to any Grantor for any act or omission to act, except where a court of competent jurisdiction determines by final and nonappealable judgment that the subject act or omission to act has resulted from the gross negligence or willful misconduct of the Collateral Agent.

SECTION 10. Collateral Agent's Rights. Any use by the Collateral Agent of the Intellectual Property, as authorized hereunder in connection with the exercise of the Collateral Agent's rights and remedies under this Agreement, the Credit Agreement and the Security

Agreement, shall be coextensive with the Grantor's rights thereunder and with respect thereto and without any liability for royalties or other related charges.

SECTION 11. Intent. This Agreement is being executed and delivered by the Grantors for the purpose of registering and confirming the grant of the security interest of the Collateral Agent in the IP Collateral with the PTO and the Copyright Office. It is intended that the security interest granted pursuant to this Agreement is granted as a supplement to, and not in limitation of, the Security Interest (as defined in the Security Agreement) granted to the Collateral Agent, for its own benefit and the benefit of the other Credit Parties, under the Security Agreement. All provisions of the Security Agreement (including, without limitation, the rights, remedies, powers, privileges and discretions of the Collateral Agent thereunder) shall apply to the IP Collateral. In the event of a conflict between this Agreement and the Security Agreement, the terms of this Agreement shall control with respect to the IP Collateral and the terms of the Security Agreement shall control with respect to all other Collateral.

SECTION 12. Further Assurances. Each Grantor agrees, at its own expense, to execute, acknowledge, deliver and cause to be duly filed all such further documents, financing statements, agreements and instruments and take all such further actions as the Collateral Agent may from time to time reasonably request to better assure, preserve, protect and perfect the security interest in the IP Collateral granted pursuant to this Agreement and the rights and remedies created hereby or the validity or priority of such security interest, including the payment of any fees and taxes required in connection with the execution and delivery of this Agreement, the granting of the security interest and the filing of any financing statements or other documents in connection herewith or therewith.

SECTION 13. Termination; Release of IP Collateral. Except for those provisions which expressly survive the termination thereof, this Agreement and the security interest granted herein shall terminate when (i) the Aggregate Commitments have expired or been terminated, (ii) all of the Secured Obligations have been paid in full in cash or otherwise satisfied, (iii) all L/C Obligations have been reduced to zero (or fully Cash Collateralized in a manner reasonably satisfactory to the L/C Issuer and the Administrative Agent), and (iv) the L/C Issuer has no further obligation to issue Letters of Credit under the Credit Agreement, at which time the Collateral Agent shall execute and deliver to the Grantors, at the Grantors' expense, all UCC termination statements, releases and similar documents that the Grantors shall reasonably request to evidence such termination; provided, however, that the Credit Agreement, this Agreement, and the security interest granted herein shall be reinstated if at any time payment, or any part thereof, of any Secured Obligation is rescinded or must otherwise be restored by any Credit Party upon the bankruptcy or reorganization of any Grantor. Any execution and delivery of termination statements, releases or other documents pursuant to this SECTION 13 shall be without recourse to, or warranty by, the Collateral Agent or any other Credit Party.

SECTION 14. Choice of Laws. It is intended that all rights and obligations under this Agreement, including matters of construction, validity, and performance, shall be governed by the laws of the State of New York.

[SIGNATURE PAGE FOLLOWS]


IN WITNESS WHEREOF, the Grantors and the Collateral Agent have caused this Agreement to be executed by their duly authorized officers as of the date first above written.

GRANTORS:

H ACQUISITION, LLC

By: NRDC Fund V, LLC, its Managing Member

By: NRDC Equity Partners, LLC,
its Managing Member


By: 
Name: Francis Cosak
Title: Managing Partner

FORTUNOFF CARD COMPANY, LLC

By: H Acquisition, LLC, its Sole Member

By: NRDC Fund V, LLC, its Managing Member

By: NRDC Equity Partners, LLC,
its Managing Member

By: 
Name: Francis Cosak
Title: Managing Partner

**COLLATERAL
AGENT:**

WELLS FARGO RETAIL FINANCE, LLC

By: _____
Name: William Chan
Title: Vice President

Signature Page to Intellectual Property Security Agreement

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IN WITNESS WHEREOF, the Grantors and the Collateral Agent have caused this Agreement to be executed by their duly authorized officers as of the date first above written.

GRANTORS:

H ACQUISITION, LLC

By: NRDC Fund V, LLC, its Managing Member

By: NRDC Equity Partners, LLC, its Managing Member

By: _____
Name: _____
Title: _____

FORTUNOFF CARD COMPANY, LLC

By: H Acquisition, LLC, its Sole Member

By: NRDC Fund V, LLC, its Managing Member

By: NRDC Equity Partners, LLC, its Managing Member

By: _____
Name: _____
Title: _____

COLLATERAL AGENT:

WELLS FARGO RETAIL FINANCE, LLC


By: 
Name: William Chan
Title: Vice President

Exhibit A - Copyrights and Copyright Licenses

Copyrights

Title	Registration Number	Registration Date	Author/Owner*
“Some architects work in concrete or glass. Others prefer gold and pearls.”	TX1811402	11/13/85	Fortunoff Fine Jewelry and Silverware, LLC
“One of New York’s jewels: December 1985”	TX1757784	2/11/86	Fortunoff Fine Jewelry and Silverware, LLC
“Petra’s infinite heart collection.”	VAu000732459	12/11/06	Fortunoff Fine Jewelry, Inc.
“You can tell a great necklace by the way it reflects the light”	TX1729923	9/30/85	Fortunoff Fine Jewelry and Silverware, LLC

* all copyrights previously held by Fortunoff Fine Jewelry and Silverware, Inc. were assigned to Fortunoff Fine Jewelry and Silverware, LLC pursuant to the terms of the Copyright Assignment Agreement dated December 22, 2004.

Domain Names

Domain Name	Expiry Date	Business Unit*
4tunoff.com	7-Dec-09	Fortunoff Fine Jewelry & Silverware LLC
800fortunoff.com	7-Dec-09	Fortunoff Fine Jewelry & Silverware LLC
babyfortunoff.com	17-Apr-08	Fortunoff Fine Jewelry & Silverware LLC
babyfortunoff.net	16-Apr-08	Fortunoff Fine Jewelry & Silverware LLC
babyfortunoff.org	16-Apr-08	Fortunoff Fine Jewelry & Silverware LLC
buyfortunoff.com	19-Apr-08	Fortunoff Fine Jewelry & Silverware LLC
cyberfortunoff.com	19-Apr-08	Fortunoff Fine Jewelry & Silverware LLC
easyfortunoff.com	19-Apr-08	Fortunoff Fine Jewelry & Silverware LLC
efortunoff.com	16-Apr-08	Fortunoff Fine Jewelry & Silverware LLC
efortunoff.net	16-Apr-08	Fortunoff Fine Jewelry & Silverware LLC
efortunoff.org	16-Apr-08	Fortunoff Fine Jewelry & Silverware LLC
ezfortunoff.com	19-Apr-08	Fortunoff Fine Jewelry & Silverware LLC
findfortunoff.com	19-Apr-08	Fortunoff Fine Jewelry & Silverware LLC
fortune-off.com	9-Apr-08	Fortunoff Fine Jewelry & Silverware LLC
fortuneoff.biz	18-Nov-09	Fortunoff Fine Jewelry & Silverware LLC
fortuneoff.com	9-Apr-09	Fortunoff Fine Jewelry & Silverware LLC

Domain Name	Expiry Date	Business Unit*
fortuneoff.net	18-May-08	Fortunoff Fine Jewelry & Silverware LLC
fortuneoff.org	18-May-08	Fortunoff Fine Jewelry & Silverware LLC
fortunof.com	16-Mar-08	Fortunoff Fine Jewelry & Silverware LLC
fortunoff.asia	23-Feb-10	Fortunoff Information Services
fortunoff.be	13-Dec-08	Fortunoff Fine Jewelry & Silverware LLC
fortunoff.biz	18-Nov-09	Fortunoff Fine Jewelry & Silverware LLC
fortunoff.bs	21-Apr-09	Fortunoff Fine Jewelry & Silverware LLC
fortunoff.cc	4-Jun-08	Fortunoff Fine Jewelry & Silverware LLC
fortunoff.ch	31-Aug-08	Fortunoff Fine Jewelry & Silverware LLC
fortunoff.cn	17-Mar-09	Fortunoff Fine Jewelry & Silverware LLC
fortunoff.co.il	6-Jun-08	Fortunoff Fine Jewelry & Silverware LLC
fortunoff.co.uk	19-Apr-08	Fortunoff Fine Jewelry & Silverware LLC
fortunoff.com	1-Aug-10	Fortunoff Fine Jewelry & Silverware LLC
fortunoff.com.cn	26-Feb-09	Fortunoff Fine Jewelry & Silverware LLC
fortunoff.com.hk	28-Dec-09	Fortunoff Fine Jewelry & Silverware LLC
fortunoff.com.pr	11-Mar-09	Fortunoff Fine Jewelry & Silverware LLC
fortunoff.com.ru	29-Aug-05	Fortunoff Fine Jewelry & Silverware LLC
fortunoff.com.tw	28-Dec-09	Fortunoff Fine Jewelry & Silverware LLC
fortunoff.de	18-Oct-08	Fortunoff Fine Jewelry & Silverware LLC
fortunoff.dk	30-Apr-08	Fortunoff Fine Jewelry & Silverware LLC
fortunoff.hk	31-Jul-08	Fortunoff Fine Jewelry & Silverware LLC
Fortunoff.in	18-Feb-09	Fortunoff Fine Jewelry & Silverware LLC
fortunoff.info	30-Jul-08	Fortunoff Fine Jewelry & Silverware LLC
fortunoff.net	24-Nov-09	Fortunoff Fine Jewelry & Silverware LLC
fortunoff.org	16-Mar-08	Fortunoff Fine Jewelry & Silverware LLC
fortunoff.org.cn	28-Dec-09	Fortunoff Fine Jewelry & Silverware LLC
fortunoff.pl	16-Dec-08	Fortunoff Fine Jewelry & Silverware LLC
fortunoff.ru	30-Aug-08	Fortunoff Fine Jewelry & Silverware LLC
fortunoff.tv	20-Jan-10	Fortunoff Fine Jewelry & Silverware LLC
fortunoff.tw	28-Dec-09	Fortunoff Fine Jewelry & Silverware LLC
fortunoff.us	18-Apr-09	Fortunoff Fine Jewelry & Silverware LLC
fortunoff.vg	12-Jun-08	
fortunoffauction.com	19-Apr-08	Fortunoff Fine Jewelry & Silverware LLC
fortunoffbiz.com	19-Apr-08	Fortunoff Fine Jewelry & Silverware LLC
fortunoffbridal.com	25-Jan-09	Fortunoff Fine Jewelry & Silverware LLC
fortunoffbridal.net	16-Apr-08	Fortunoff Fine Jewelry & Silverware LLC
fortunoffbridal.org	17-Apr-08	Fortunoff Fine Jewelry & Silverware LLC
Fortunoffbrides.com	14-Mar-08	Fortunoff Fine Jewelry & Silverware LLC
fortunoffbusiness.com	19-Apr-08	Fortunoff Fine Jewelry & Silverware LLC
fortunoffdesign.com	10-Jul-08	Fortunoff Fine Jewelry & Silverware LLC
fortunoffdesign.net	9-Nov-09	Fortunoff Fine Jewelry & Silverware LLC
fortunoffdesign.org	9-Nov-09	Fortunoff Fine Jewelry & Silverware LLC
Fortunoffdreamclub.com	28-Jul-08	Fortunoff Fine Jewelry & Silverware LLC
fortunoffexpo.com	19-Sep-09	Fortunoff Fine Jewelry & Silverware LLC
fortunoffhome.com	24-Jan-09	Fortunoff Fine Jewelry & Silverware LLC
fortunoffinternet.com	19-Apr-08	Fortunoff Fine Jewelry & Silverware LLC
fortunoffjewelry.com	16-Apr-09	Fortunoff Fine Jewelry & Silverware LLC
fortunoffjewelry.net	16-Apr-08	Fortunoff Fine Jewelry & Silverware LLC
fortunoffjewelry.org	16-Apr-08	Fortunoff Fine Jewelry & Silverware LLC

Domain Name	Expiry Date	Business Unit*
fortunoffjobfair.com	19-Sep-09	Fortunoff Fine Jewelry & Silverware LLC
fortunoffonline.com	19-Apr-08	Fortunoff Fine Jewelry & Silverware LLC
fortunoffopenhouse.com	19-Sep-09	Fortunoff Fine Jewelry & Silverware LLC
fortunoffs.biz	18-Nov-09	Fortunoff Fine Jewelry & Silverware LLC
fortunoffs.com	4-Jan-10	Fortunoff Fine Jewelry & Silverware LLC
fortunoffs.net	12-Jan-09	Fortunoff Fine Jewelry & Silverware LLC
fortunoffs.org	2-Jun-08	Fortunoff Fine Jewelry & Silverware LLC
fortunoffsearch.com	19-Apr-08	Fortunoff Fine Jewelry & Silverware LLC
fortunoffshop.com	19-Apr-08	Fortunoff Fine Jewelry & Silverware LLC
fortunoffsite.com	19-Apr-08	Fortunoff Fine Jewelry & Silverware LLC
fortunoffstore.com	19-Apr-08	Fortunoff Fine Jewelry & Silverware LLC
fortunoffthesource.com	29-Apr-09	Fortunoff Fine Jewelry & Silverware LLC
fortunoffthesource.net	29-Apr-08	Fortunoff Fine Jewelry & Silverware LLC
fortunoffthesource.org	29-Apr-08	Fortunoff Fine Jewelry & Silverware LLC
fortunoffweb.com	19-Apr-08	Fortunoff Fine Jewelry & Silverware LLC
fourtunoff.com	26-Jul-09	Fortunoff Fine Jewelry & Silverware LLC
globalfortunoff.com	19-Apr-08	Fortunoff Fine Jewelry & Silverware LLC
ifortunoff.com	16-Apr-08	Fortunoff Fine Jewelry & Silverware LLC
ifortunoff.net	16-Apr-08	Fortunoff Fine Jewelry & Silverware LLC
ifortunoff.org	16-Apr-08	Fortunoff Fine Jewelry & Silverware LLC
myfortunoff.com	16-Apr-08	Fortunoff Fine Jewelry & Silverware LLC
myfortunoff.net	16-Apr-08	Fortunoff Fine Jewelry & Silverware LLC
myfortunoff.org	16-Apr-08	Fortunoff Fine Jewelry & Silverware LLC
quickfortunoff.com	19-Apr-08	Fortunoff Fine Jewelry & Silverware LLC
stellaf.com	28-Mar-08	Fortunoff Fine Jewelry & Silverware LLC
wwwfortunoff.biz	26-May-08	Fortunoff Fine Jewelry & Silverware LLC
wwwfortunoff.com	27-May-09	Fortunoff Fine Jewelry & Silverware LLC
wwwfortunoff.net	27-May-08	Fortunoff Fine Jewelry & Silverware LLC
wwwfortunoff.org	27-May-08	Fortunoff Fine Jewelry & Silverware LLC
fortunoffsales.com	23-Jan-2009	Fortunoff Fine Jewelry & Silverware LLC

* all domain names registered by Fortunoff Fine Jewelry and Silverware, Inc. and Fortunoff Information Services were assigned to Fortunoff Fine Jewelry and Silverware, LLC pursuant to the terms of the Domain Name Assignment Agreement dated December 22, 2004.

(b)

- The following third-party businesses operate under trade names and trademarks incorporating the FORTUNOFF trade name and trademark:
 - Fortunoff's Hewlett, Inc., located in Long Island, New York
 - Fortunoff Housewares & Gifts, located in the Bronx, New York
- The mark "Fortunoff" is registered in Benelux by an unaffiliated entity which markets clothing under the mark

Exhibit B - Patents and Patent Licenses

None

Exhibit C - Trademarks and Trademark Licenses

Trademarks

United States

Mark	Re./App. No.	Reg. Date	Listed Owner*
FORTUNOFF	United States 1,634,537	2/5/91	Fortunoff Fine Jewelry and Silverware, LLC.
PRIME TIME	United States 1,308,892	12/11/84	Fortunoff Fine Jewelry and Silverware, LLC.
AVIGNON	United States 1,519,572	1/10/89	Fortunoff Fine Jewelry and Silverware, LLC
FORTUNOFF	United States 1,420,819	12/19/86	Fortunoff Fine Jewelry and Silverware, LLC
F (Stylized)	United States 1,246,875	8/2/83	Fortunoff Fine Jewelry and Silverware, LLC
THE SOURCE	United States 1,065,966	5/17/77	Fortunoff Fine Jewelry and Silverware, LLC
FORTUNOFF, THE SOURCE	United States 1,044,488	7/20/76	Fortunoff Fine Jewelry and Silverware, LLC
FSS (Stylized)	United States 881,240	11/25/69	Fortunoff Fine Jewelry and Silverware, LLC

* all trademarks previously held by Fortunoff Fine Jewelry and Silverware, Inc. were assigned to Fortunoff Fine Jewelry and Silverware, LLC pursuant to the terms of the Trademark Assignment Agreement dated December 22, 2004.

Foreign

Mark	Re./App. No.	Reg. Date	Listed Owner*
FORTUNOFF, THE SOURCE	Argentina 1699958	11/3/98	Fortunoff Fine Jewelry & Silverware, LLC
FORTRON	Australia 410110	6/14/84	Fortunoff Fine Jewelry & Silverware, LLC
FORTUNOFF	Australia 507019	3/17/89	Fortunoff Fine Jewelry & Silverware, LLC
FORTUNOFF	Australia 393761	7/7/83	Fortunoff Fine Jewelry & Silverware, LLC
FORTUNOFF, THE SOURCE	Bahamas 11332	6/29/98	Fortunoff Fine Jewelry & Silverware, LLC
THE SOURCE	Canada TMA0311678	2/28/86	Fortunoff Fine Jewelry and Silverware, LLC
FORTUNOFF, THE SOURCE	Canada TMA0311679	2/28/86	Fortunoff Fine Jewelry & Silverware, LLC

Mark	Re./App. No.	Reg. Date	Listed Owner*
FORTUNOFF	European Community 1242072	10/23/01	Fortunoff Fine Jewelry & Silverware, LLC
FORTRON	Taiwan 280446	4/6/95	Fortunoff Fine Jewelry & Silverware, LLC
FORTUNOFF	Taiwan 502304	7/1/94	Fortunoff Fine Jewelry & Silverware, LLC
FORTUNOFF	Taiwan 498532	9/16/00	Fortunoff Fine Jewelry & Silverware, LLC
FORTUNOFF	Taiwan 483514	5/1/00	Fortunoff Fine Jewelry & Silverware, LLC
FORTUNOFF	France 1251719	11/21/83	Fortunoff Fine Jewelry & Silverware, LLC
FORTUNOFF	Germany 1063354	5/15/84	Fortunoff Fine Jewelry & Silverware, LLC
FORTRON	Hong Kong 920/1985	6/20/84	Fortunoff Fine Jewelry & Silverware, LLC
FORTUNOFF	Hong Kong 66/1992	5/17/90	Fortunoff Fine Jewelry & Silverware, LLC
FORTUNOFF	Hong Kong 5251/94	5/17/90	Fortunoff Fine Jewelry & Silverware, LLC
FORTUNOFF	Hong Kong 3098/1991	5/17/90	Fortunoff Fine Jewelry & Silverware, LLC
FORTUNOFF	Hong Kong 8743/1995	3/2/95	Fortunoff Fine Jewelry & Silverware, LLC
FORTUNOFF, THE SOURCE	Hong Kong 1410/1986	3/4/85	Fortunoff Fine Jewelry & Silverware, LLC
FORTUNOFF, THE SOURCE	India 423345	6/18/98	Fortunoff Fine Jewelry & Silverware, LLC
FORTUNOFF, THE SOURCE	Ireland 114669	6/12/91	Fortunoff Fine Jewelry & Silverware, LLC
FORTRON	Ireland 111518	6/12/91	Fortunoff Fine Jewelry & Silverware, LLC
FORTUNOFF, THE SOURCE	Ireland 114668	6/12/91	Fortunoff Fine Jewelry & Silverware, LLC
FORTRON	Israel 59009	6/20/91	Fortunoff Fine Jewelry & Silverware, LLC
FORTUNOFF, THE SOURCE	Israel 57369	10/17/90	Fortunoff Fine Jewelry & Silverware, LLC
FORTUNOFF	Italy 419365	11/16/83	Fortunoff Fine Jewelry & Silverware, LLC
FORTUNOFF, THE SOURCE	Italy 419366	10/16/83	Fortunoff Fine Jewelry & Silverware, LLC
FORTUNOFF, THE SOURCE	Jamaica 21841	7/4/91	Fortunoff Fine Jewelry & Silverware, LLC

Mark	Re./App. No.	Reg. Date	Listed Owner*
FORTUNOFF	Japan 4695944	8/1/03	Fortunoff Fine Jewelry & Silverware, LLC
FORTUNOFF	Japan 2334888	9/30/91	Fortunoff Fine Jewelry & Silverware, LLC
FORTUNOFF	Japan 2329398	8/30/91	Fortunoff Fine Jewelry & Silverware, LLC
FORTUNOFF	Japan 2472630	10/30/92	Fortunoff Fine Jewelry & Silverware, LLC
FORTUNOFF	Japan 2354788	11/29/91	Fortunoff Fine Jewelry & Silverware, LLC
FORTUNOFF	Japan 2443475	8/31/92	Fortunoff Fine Jewelry & Silverware, LLC
FORTUNOFF	Japan 2427630	10/30/92	Fortunoff Fine Jewelry & Silverware, LLC
FORTUNOFF	Japan 2435287	7/31/92	Fortunoff Fine Jewelry & Silverware, LLC
THE SOURCE	Japan 1948578	4/30/87	Fortunoff Fine Jewelry & Silverware, LLC
FORTUNOFF	Korea (South) 201135	9/20/00	Fortunoff Fine Jewelry & Silverware, LLC
FORTUNOFF	Korea (South) 209487	2/6/01	Fortunoff Fine Jewelry & Silverware, LLC
FORTUNOFF	Korea (South) 211991	4/1/01	Fortunoff Fine Jewelry & Silverware, LLC
FORTUNOFF, THE SOURCE	Korea (South) 106287	10/24/94	Fortunoff Fine Jewelry & Silverware, LLC
FORTUNOFF, THE SOURCE	Korea (South) 106285	10/24/94	Fortunoff Fine Jewelry & Silverware, LLC
FORTUNOFF	Macao 441-M	8/13/00	Fortunoff Fine Jewelry & Silverware, LLC
FORTUNOFF	Macao 442-M	7/2/00	Fortunoff Fine Jewelry & Silverware, LLC
FORTUNOFF, THE SOURCE	Malaysia 85/03426	8/6/92	Fortunoff Fine Jewelry & Silverware, LLC
FORTUNOFF	Mexico 815545	5/7/02	Fortunoff Fine Jewelry & Silverware, LLC
FORTRON	New Zealand 153232	6/13/91	Fortunoff Fine Jewelry & Silverware, LLC
FORTUNOFF, THE SOURCE	New Zealand 153230	6/13/91	Fortunoff Fine Jewelry & Silverware, LLC
FORTUNOFF, THE SOURCE	New Zealand 153231	6/13/91	Fortunoff Fine Jewelry & Silverware, LLC
FORTUNOFF, THE SOURCE	Pakistan 87254	8/15/92	Fortunoff Fine Jewelry & Silverware, LLC

Mark	Re./App. No.	Reg. Date	Listed Owner*
FORTUNOFF	Paraguay 203627	4/27/98	Fortunoff Fine Jewelry & Silverware, LLC
FORTUNOFF, THE SOURCE	Puerto Rico 26751	10/5/96	Fortunoff Fine Jewelry & Silverware, LLC
FORTRON	Singapore T8403459C	6/28/01	Fortunoff Fine Jewelry & Silverware, LLC
FORTUNOFF, THE SOURCE	Singapore T8305646A	10/27/90	Fortunoff Fine Jewelry & Silverware, LLC
FORTUNOFF, THE SOURCE	Republic of South Africa 5217/84	6/13/94	Fortunoff Fine Jewelry & Silverware, LLC
FORTRON (Special Script)	Switzerland 327998	10/21/03	Fortunoff Fine Jewelry & Silverware, LLC
FORTRON (Special Script)	Switzerland 8181	10/21/83	Fortunoff Fine Jewelry & Silverware, LLC
FORTRON PALACE	Switzerland P-334309	9/6/84	Fortunoff Fine Jewelry & Silverware, LLC
FORTUNOFF	Switzerland P-341676	9/4/85	Fortunoff Fine Jewelry & Silverware, LLC
THE SOURCE	Switzerland P-336827	7/24/84	Fortunoff Fine Jewelry & Silverware, LLC
FORTUNOFF, THE SOURCE	Thailand 284729/KOR2 9346	5/2/95	Fortunoff Fine Jewelry & Silverware, LLC
FORTRON	U.K. 1220636	7/12/91	Fortunoff Fine Jewelry & Silverware, LLC
FORTUNOFF	U.K. 1243261	6/3/92	Fortunoff Fine Jewelry & Silverware, LLC

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