

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
Accessory Network Group LLC		02/22/2008	LIMITED LIABILITY COMPANY:
ANG Divestiture LLC	FORMERLY Planet Sox LLC	02/22/2008	LIMITED LIABILITY COMPANY:

RECEIVING PARTY DATA

Name:	Wells Fargo Century, Inc., as agent
Street Address:	119 West 40th Street
City:	New York
State/Country:	NEW YORK
Postal Code:	10018
Entity Type:	CORPORATION:

PROPERTY NUMBERS Total: 66

Property Type	Number	Word Mark
Serial Number:	76459393	04
Serial Number:	78509701	ACCESSORIZE YOUR ACCESSORIES
Registration Number:	2588672	ACCESSORY HEADQUARTERS
Registration Number:	2200231	ACCESSORY NETWORK
Serial Number:	78655760	ACCESSORY PETWORK
Registration Number:	1935756	ACCESSORY WORKS
Registration Number:	2636769	A N G
Registration Number:	2636770	A N G ACCESSORY NETWORK GROUP
Registration Number:	1751945	ANIMATIONS
Serial Number:	78447985	ANIMATIONS
Registration Number:	1385237	BAGLAND
Registration Number:	1475939	BASIC EQUIPMENT

CH \$1665.00 76459393

Registration Number:	1542088	BORSANI
Registration Number:	1323255	CARPETBAGS OF AMERICA
Registration Number:	1547387	CHECKERS USA
Registration Number:	2466721	COTE DE SOL
Registration Number:	1731219	CRADLES
Registration Number:	1542670	CRADLES
Registration Number:	1997303	DURALON
Serial Number:	78509693	EMBELLISHMENTS
Registration Number:	2971566	EXCEEDING EXPECTATIONS
Serial Number:	78619210	FETCHING
Registration Number:	2006569	FRESNO
Registration Number:	2605582	FRESNO
Serial Number:	77027822	FRONTPAC
Serial Number:	78570503	GOTHIC GLAM
Serial Number:	78451897	HAVE MORE FUN IN RED
Registration Number:	2548414	JUST IN CASE
Registration Number:	2504087	KIDS@WORK
Registration Number:	2960046	KIDZ BIZ
Registration Number:	1901208	KIDZ BIZ
Registration Number:	1924340	KIDZ BIZ
Registration Number:	2589909	KOOKY KRITTERS
Registration Number:	1882088	LAURA TYLER
Registration Number:	2090700	MAGIC GLOVE
Registration Number:	2419980	MAIN TERMINAL
Registration Number:	2165732	MODERN EDGE
Registration Number:	2669408	MODERNEDGE
Serial Number:	78479398	OPPO-SOCKS
Registration Number:	2812062	PACK N GO
Serial Number:	78454301	PAINT THE TOWN RED
Serial Number:	76132054	PLEASE KNOCK BY XSRE
Registration Number:	2636663	PLEASE KNOCK BY XSRE
Serial Number:	78295254	POM POM HEADS
Registration Number:	2302835	PROWORKS
Registration Number:	2302834	PROWORKS
Registration Number:	2738750	RUGGED FOR LIFE

Registration Number:	1843650	SARAH MORGAN
Registration Number:	1797923	SARAH MORGAN
Registration Number:	1859182	SARAH MORGAN
Registration Number:	1880639	SLING SAC
Registration Number:	2564589	SPLENDID STYLE
Serial Number:	78451879	THE JOY OF RED
Registration Number:	2037808	THE ORIGINAL MIRACLE BAG
Registration Number:	1869684	TRAIL'S END
Registration Number:	2554047	TRAIL'S END
Registration Number:	1477862	TRAILSEND
Registration Number:	2530770	TRUNKABLES
Registration Number:	2184967	URBAN COUNTRY
Registration Number:	2290499	URBAN PERFORMANCE
Registration Number:	1784227	X S R E
Registration Number:	2276390	X S R E
Registration Number:	2953464	X S R E
Registration Number:	2408948	XSRE
Serial Number:	78479329	XSRE COLORZ
Serial Number:	78479361	XSRE NETZ

CORRESPONDENCE DATA

Fax Number: (212)593-5955
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 212-756-2132
Email: scott.kareff@srz.com
Correspondent Name: Scott M. Kareff, Esq.
Address Line 1: 919 Third Avenue
Address Line 2: 22nd Floor
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	085339.0004
NAME OF SUBMITTER:	Scott M. Kareff, Esq. (085339.0004)
Signature:	/kc for smk/
Date:	05/21/2008

Total Attachments: 8

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 22nd day of February, 2008, among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and WELLS FARGO CENTURY, INC., in its capacity as Agent for the Lender Group and the Bank Product Providers (together with its successors, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of February 22, 2008 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") among Accessory Network Group LLC, as borrower ("Borrower"), its Subsidiaries identified on the signature pages thereto as guarantors, the lenders party thereto as "Lenders" ("Lenders") and Agent, the Lender Group is willing to make certain financial accommodations available to Borrower pursuant to the terms and conditions thereof; and

WHEREAS, the members of the Lender Group are willing to make the financial accommodations to Borrower as provided for in the Credit Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of Lender Group and the Bank Product Providers, that certain Security Agreement dated of even date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of Lender Group and the Bank Product Providers, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to Agent, for the benefit of the Lender Group and the Bank Product Providers, a continuing first priority security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all goodwill, trade secrets, proprietary or confidential information, technical information, procedures, formulae, quality control standards, designs, operating and training manuals, customer lists, and other General Intangibles with respect to the foregoing;

(c) all reissues, continuations or extensions of the foregoing;

(d) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(e) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademark licensed under any Intellectual Property License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Intellectual Property License.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of all the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantors, or any of them, to Agent, the Lender Group, the Bank Product Providers or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Providers, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Agent unilaterally to modify this Agreement by amending Schedule I to include any such new trademark rights of Grantors. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

7. CONSTRUCTION. Unless the context of this Trademark Security Agreement or any other Loan Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Trademark Security Agreement or any other Loan Document refer to this Trademark Security Agreement or such other Loan Document, as the case may be, as a whole and not to any particular provision of this Trademark Security Agreement or such other Loan Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise specified. Any reference in this Trademark Security Agreement or in any other Loan Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein or in any other Loan Document to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash (or cash collateralization in accordance with the terms of the Credit Agreement) of all Obligations other than unasserted contingent indemnification Obligations and other than any Bank Product Obligations that, at such time, are allowed by the applicable Bank Product Providers to remain outstanding and that are not required by the provisions of the Credit Agreement to be repaid or cash collateralized. Any reference herein to any Person shall be construed to include such Person's successors and assigns. Any requirement of a writing contained herein or in any other Loan Document shall be satisfied by the transmission of a Record and any Record so transmitted shall constitute a representation and warranty as to the accuracy and completeness of the information contained therein.

[signature page follows]

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

GRANTORS:

ACCESSORY NETWORK GROUP LLC

By: 

Name: ABRAHAM CHENEBAR

Title: PRES./CEO

ANG DIVESTITURE LLC (f/k/a Planet Sox
LLC)

By: 

Name: ABRAHAM CHHABBAR

Title: PRES./CEO

STATE OF

NY

)

COUNTY OF

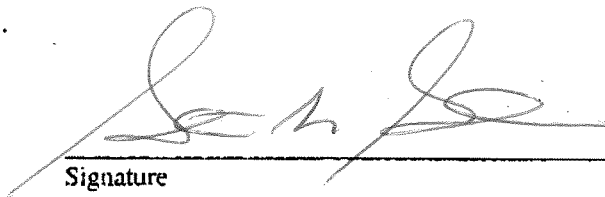
NY

) ss

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On February 22, 2008, before me, STEVEN M. GERBER, Notary Public,
 personally appeared Abraham Chehebar, personally known to me (or proved to me on the basis
 of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and
 acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by
 his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s)
 acted, executed the instrument.

WITNESS my hand and official seal.

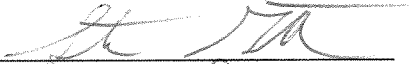


Signature

STEVEN M. GERBER
 Notary Public, State of New York
 No. 02GE5003955
 Qualified in New York County
 Commission Expires Nov. 9, 2010

ACCEPTED AND ACKNOWLEDGED BY:

WELLS FARGO CENTURY, INC., as Agent

By: 
Name: STEPHEN GIANNETTA
Title: EXECUTIVE VICE-PRESIDENT

Trademark Security Agreement

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Grantor	Mark	Application	Registration No
Accessory Network Group LLC	04	76/459,393	
Accessory Network Group LLC	ACCESSORIZE YOUR ACCESSORIES	78/509,701	
Accessory Network Group LLC	ACCESSORY HEADQUARTERS	75/267,534	2,588,672
Accessory Network Group LLC	ACCESSORY NETWORK	75/159,848	2,200,231
Accessory Network Group LLC	ACCESSORY PETWORK	78/655,760	
Accessory Network Group LLC	ACCESSORY WORKS	74/326,087	1,935,756
Accessory Network Group LLC	ANG & DESIGN	76/175,794	2,636,769
Accessory Network Group LLC	ANG ACCESSORY NETWORK GROUP & DESIGN	76/175,795	2,636,770
Accessory Network Group LLC	ANIMATIONS	74/188,308	1,751,945
Accessory Network Group LLC	ANIMATIONS	78/447,985	
Accessory Network Group LLC	BAGLAND	73/549,929	1,385,237
Accessory Network Group LLC	BASIC EQUIPMENT	658,393	1,475,939
Accessory Network Group LLC	BORSANI	73/725,235	1,542,088
Accessory Network Group LLC	CARPETBAGS OF AMERICA & DESIGN	73/420,738	1,323,255
Accessory Network Group LLC	CHECKERS USA	73/533,339	1,547,387
Accessory Network Group LLC	COTE DE SOL & DESIGN	76/027,917	2,466,721
Accessory Network Group LLC	CRADLES	74/193,287	1,731,219
Accessory Network Group LLC	CRADLES	73/759,168	1,542,670
Accessory Network Group LLC	DURALON	74/452,066	1,997,303
Accessory Network Group LLC	EMBELLISHMENTS	78/509,693	
Accessory Network Group LLC	EXCEEDING EXPECTATIONS	76/455,370	2,971,566
Accessory Network Group LLC	FETCHING	78/619,210	
Accessory Network Group LLC	FRESNO	74/492,867	2,006,569
Accessory Network Group LLC	FRESNO	76/108,160	2,605,582
Accessory Network Group LLC	FRONTPAC	77/027,822	
Accessory Network Group LLC	GOTHIC GLAM	78/570,503	
Accessory Network Group LLC	HAVE MORE FUN IN RED	78/451,897	
Accessory Network Group LLC	JUST IN CASE	76/084,425	2,548,414
Accessory Network Group LLC	KIDS@WORK	76/162,089	2,504,087
Accessory Network Group LLC	KIDZ BIZ	76/282,835	2,960,046
Accessory Network Group LLC	KIDZ BIZ	74/323,042	1,901,208
Accessory Network Group LLC	KIDZ BIZ	74/147,317	1,924,340
Accessory Network Group LLC	KOOKY KRITTERS	76/282,834	2,589,909
Accessory Network Group LLC	LAURA TYLER	74/494,378	1,882,088
Accessory Network Group LLC	MAGIC GLOVE	75/074,539	2,090,700

Accessory Network Group LLC	MAIN TERMINAL	75/668,224	2,419,980
Accessory Network Group LLC	MODERN EDGE	75/290,420	2,165,732
Accessory Network Group LLC	MODERNEDGE	75/381,856	2,669,408
Accessory Network Group LLC	OPPO-SOCKS	78/479,398	
Accessory Network Group LLC	PACK N GO	76/158,917	2,812,062
Accessory Network Group LLC	PAINT THE TOWN RED	78/454,301	
Accessory Network Group LLC	PLEASE KNOCK & DESIGN	76/132,054	
Accessory Network Group LLC	PLEASE KNOCK BY XSRE & DESIGN	76/132,054	2,636,663
Accessory Network Group LLC	POM POM HEADS	78/295,254	
Accessory Network Group LLC	PROWORKS	75/468,180	2,302,835
Accessory Network Group LLC	PROWORKS	75/468,150	2,302,834
Accessory Network Group LLC	RUGGED FOR LIFE	76/379,031	2,738,750
Accessory Network Group LLC	SARAH MORGAN	74/188,306	1,843,650
Accessory Network Group LLC	SARAH MORGAN	74/351,978	1,797,923
Accessory Network Group LLC	SARAH MORGAN	74/1 82,351	1,859,182
Accessory Network Group LLC	SLING SAC	74/480,449	1,880,639
Accessory Network Group LLC	SPLENDID STYLE	76/178,289	2,564,589
Accessory Network Group LLC	THE JOY OF RED	78/451,879	
Accessory Network Group LLC	THE ORIGINAL MIRACLE BAG	74/682,116	2,037,808
Accessory Network Group LLC	TRAIL'S END	74/411,423	1,869,684
Accessory Network Group LLC	TRAIL'S END	76/108,162	2,554,047
Accessory Network Group LLC	TRAIL'S END & DESIGN	73/673,598	1,477,862
Accessory Network Group LLC	TRUNKABLES	76/084,500	2,530,770
Accessory Network Group LLC	URBAN COUNTRY	75/228,746	2,184,967
Accessory Network Group LLC	URBAN PERFORMANCE	75/382,272	2,290,499
Accessory Network Group LLC	XSRE	74/336,642	1,784,227
Accessory Network Group LLC	XSRE	75/264,126	2,276,390
Accessory Network Group LLC	XSRE	78/258,255	2,953,464
Accessory Network Group LLC	XSRE	74/631,824	2,408,948
Accessory Network Group LLC	XSRE COLORZ	78/479,329	
Accessory Network Group LLC	XSRE NETZ	78/479,361	