

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
PREMIUM DENIM, LLC		10/23/2008	LIMITED LIABILITY COMPANY: CALIFORNIA

RECEIVING PARTY DATA

Name:	FCC, LLC, a Florida limited liability company doing business in California as First Capital Western Region, LLC
Street Address:	3520 NW 58th Street
City:	Oklahoma City
State/Country:	OKLAHOMA
Postal Code:	73112
Entity Type:	LIMITED LIABILITY COMPANY:

PROPERTY NUMBERS Total: 20

Property Type	Number	Word Mark
Registration Number:	3214208	CITY OF ANGELS
Registration Number:	3331033	HOLLYWOOD HILLS
Registration Number:	3321995	LAUREL CANYON
Registration Number:	3308211	PAIGE
Registration Number:	3191044	PAIGE PREMIUM
Registration Number:	3301653	PAIGE PREMIUM DENIM
Registration Number:	3328000	PPD
Serial Number:	78934402	
Serial Number:	78934406	
Serial Number:	77122850	
Serial Number:	77124012	
Serial Number:	77401788	
Serial Number:	77528733	P

CH \$515.00 3214208

Serial Number:	77528736	P
Serial Number:	78447486	PAIGE
Serial Number:	78447520	PAIGE
Serial Number:	77278216	PAIGE
Serial Number:	77401849	PAIGE
Serial Number:	77040057	PAIGE ADAMS-GELLER
Serial Number:	77384164	PAIGE PREMIUM DENIM

CORRESPONDENCE DATA

Fax Number: (212)527-7701
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 212.527.7700
Email: tmdocket@darbylaw.com
Correspondent Name: Paul Fields/Darby & Darby P.C.
Address Line 1: P.O. Box 770, Church Street Station
Address Line 4: New York, NEW YORK 10008-0770

ATTORNEY DOCKET NUMBER:	20790/8203859-000
NAME OF SUBMITTER:	Paul Fields
Signature:	/Paul Fields/
Date:	10/31/2008

Total Attachments: 12

source=Patent & Trademark Security Agreement Premium Denim, LLC and FCC, LLC#page1.tif
source=Patent & Trademark Security Agreement Premium Denim, LLC and FCC, LLC#page2.tif
source=Patent & Trademark Security Agreement Premium Denim, LLC and FCC, LLC#page3.tif
source=Patent & Trademark Security Agreement Premium Denim, LLC and FCC, LLC#page4.tif
source=Patent & Trademark Security Agreement Premium Denim, LLC and FCC, LLC#page5.tif
source=Patent & Trademark Security Agreement Premium Denim, LLC and FCC, LLC#page6.tif
source=Patent & Trademark Security Agreement Premium Denim, LLC and FCC, LLC#page7.tif
source=Patent & Trademark Security Agreement Premium Denim, LLC and FCC, LLC#page8.tif
source=Patent & Trademark Security Agreement Premium Denim, LLC and FCC, LLC#page9.tif
source=Patent & Trademark Security Agreement Premium Denim, LLC and FCC, LLC#page10.tif
source=Patent & Trademark Security Agreement Premium Denim, LLC and FCC, LLC#page11.tif
source=Patent & Trademark Security Agreement Premium Denim, LLC and FCC, LLC#page12.tif

PATENT AND TRADEMARK SECURITY AGREEMENT

This Patent and Trademark Security Agreement (this "Agreement"), dated as of October 23, 2008, is made by and among PREMIUM DENIM, LLC (the "Client") and FCC, LLC, a Florida limited liability company doing business in California as First Capital Western Region, LLC (the "Factor").

Recitals

Client and Factor are parties to a Factoring and Inventory Advances and Security Agreement of even date herewith (as the same may hereafter be amended, supplemented or restated from time to time, the "Factoring Agreement") setting forth the terms on which Factor may now or hereafter extend credit to or for the account of Client. Fred Kayne and Michael Geller have guaranteed all obligations of Client to Factor.

As a condition to extending credit to or for the account of Client, Factor has required the execution and delivery of this Agreement by Client.

ACCORDINGLY, in consideration of the mutual covenants contained in the Factoring Agreement and herein, the parties hereby agree as follows:

1. Definitions. All terms defined in the Recitals hereto or in the Factoring Agreement that are not otherwise defined herein shall have the meanings given to them therein. In addition, the following terms have the meanings set forth below:

"Obligations" means each and every debt, liability and obligation of every type and description arising under or in connection with any Factoring Document (as defined in the Factoring Agreement) which Client may now or at any time hereafter owe to Factor, whether such debt, liability or obligation now exists or is hereafter created or incurred and whether it is or may be direct or indirect, due or to become due, absolute or contingent, primary or secondary, liquidated or unliquidated, independent, joint, several or joint and several, and including specifically, but not limited to, the Obligations (as defined in the Factoring Agreement).

"Patents" means all of Client's right, title and interest in and to patents or applications for patents, fees or royalties with respect to each, and including without limitation the right to sue for past infringement and damages therefor, and licenses thereunder, all as presently existing or hereafter arising or acquired, including without limitation the patents listed on **Exhibit A**.

"Security Interest" has the meaning given in Section 2.

"Trademarks" means all of Client's right, title and interest in and to: (i) trademarks, service marks, collective membership marks, registrations and applications for registration for each, and the respective goodwill associated with each, (ii) licenses, fees or royalties with respect to each, (iii) the right to sue for past, present and future

infringement, dilution and damages therefor, (iv) and licenses thereunder, all as presently existing or hereafter arising or acquired, including, without limitation, the marks listed on **Exhibit B**.

2. **Security Interest.** Client hereby irrevocably pledges and assigns to, and grants Factor a security interest (the "Security Interest") with power of sale to the extent permitted by law, in the Patents and in the Trademarks to secure payment of the Obligations. As set forth in the Factoring Agreement, the Security Interest is coupled with a security interest in substantially all of the personal property of Client. This Agreement grants only the Security Interest herein described, is not intended to and does not affect any present transfer of title of any trademark registration or application and makes no assignment and grants no right to assign or perform any other action with respect to any intent to use trademark application, unless such action is permitted under 15 U.S.C. § 1060.

3. **Representations, Warranties and Agreements.** Client represents, warrants and agrees as follows:

(a) **Patents.** **Exhibit A** accurately lists all Patents owned or controlled by the Client as of the date hereof, or to which the Client has a right as of the date hereof to have assigned to it, and accurately reflects the existence and status of applications and letters patent pertaining to the Patents as of the date hereof. If after the date hereof, Client owns, controls or has a right to have assigned to it any Patents not listed on **Exhibit A**, or if **Exhibit A** ceases to accurately reflect the existence and status of applications and letters patent pertaining to the Patents, then Client shall within 30 days provide written notice to Factor with a replacement **Exhibit A**, which upon acceptance by Factor shall become part of this Agreement.

(b) **Trademarks.** **Exhibit B** accurately lists all Trademarks owned or controlled by the Client as of the date hereof and accurately reflects the existence and status of Trademarks and all applications and registrations pertaining thereto as of the date hereof; provided, however, that **Exhibit B** need not list common law marks (i.e., Trademarks for which there are no applications or registrations) which are not material to the Client's or any Affiliate's business(es). If after the date hereof, Client owns or controls any Trademarks not listed on **Exhibit B** (other than common law marks which are not material to the Client's or any Affiliate's business(es)), or if **Exhibit B** ceases to accurately reflect the existence and status of applications and registrations pertaining to the Trademarks, then Client shall promptly provide written notice to Factor with a replacement **Exhibit B**, which upon acceptance by Factor shall become part of this Agreement.

(c) **Affiliates.** As of the date hereof, no Affiliate of the Client owns, controls, or has a right to have assigned to it any items that would, if such item were owned by the Client, constitute Patents or Trademarks. If after the date hereof any Affiliate of the Client owns, controls, or has a right to have assigned to it any such items, then Client shall promptly either: (i) cause such Affiliate to assign all of its rights in such item(s) to the Client; or (ii) notify Factor of such item(s) and cause such Affiliate to execute and deliver

to Factor a patent and trademark security agreement substantially in the form of this Agreement.

(e) **Title.** Client identified as the owner of each Patent and Trademark on Exhibits A and B has absolute title to each Patent and each Trademark listed thereon, free and clear of all Liens except Permitted Liens. The Client (i) will have, at the time such Client acquires any rights in Patents or Trademarks hereafter arising, absolute title to each such Patent or Trademark free and clear of all Liens except Permitted Liens, and (ii) will keep all Patents and Trademarks free and clear of all Liens except Permitted Liens.

(f) **No Sale.** Client will not assign, transfer, encumber or otherwise dispose of the Patents or Trademarks, or any interest therein, without Factor's prior written consent.

(g) **Defense.** Client will, at its own expense and using commercially reasonable efforts, protect and defend the Patents and Trademarks against all claims or demands of all Persons other than those holding Permitted Liens.

(h) **Maintenance.** Client will at its own expense maintain the Patents and the Trademarks to the extent reasonably advisable in its business including, but not limited to, filing all applications to obtain letters patent or trademark registrations and all affidavits, maintenance fees, annuities, and renewals possible with respect to letters patent, trademark registrations and applications therefor. Client covenant that it will not abandon nor fail to pay any maintenance fee or annuity due and payable on any Patent or Trademark, nor fail to file any required affidavit or renewal in support thereof, without first providing Factor: (i) sufficient written notice, of at least 30 days, to allow Factor to timely pay any such maintenance fees or annuities which may become due on any Patents or Trademarks, or to file any affidavit or renewal with respect thereto, and (ii) a separate written power of attorney or other authorization to pay such maintenance fees or annuities, or to file such affidavit or renewal, should such be necessary or desirable.

(i) **Factor's Right to Take Action.** If Client fails to perform or observe any of its covenants or agreements set forth in this Section 3, and if such failure continues for a period of ten (10) calendar days after Factor gives Client written notice thereof (or, in the case of the agreements contained in subsection (h), immediately upon the occurrence of such failure, without notice or lapse of time), or if Client notifies Factor that they intend to abandon a Patent or Trademark, Factor may (but need not) perform or observe such covenant or agreement or take steps to prevent such intended abandonment on behalf and in the name, place and stead of the Client (or, at Factor's option, in Factor's own name) and may (but need not) take any and all other actions which Factor may reasonably deem necessary to cure or correct such failure or prevent such intended abandonment.

(j) **Costs and Expenses.** Except to the extent that the effect of such payment would be to render any loan or forbearance of money usurious or otherwise illegal under any applicable law, Client shall pay Factor on demand the amount of all moneys expended and all costs and expenses (including reasonable attorneys' fees and disbursements) incurred by Factor in connection with or as a result of Factor's taking action under

subsection (i) or exercising its rights under Section 6, together with interest thereon from the date expended or incurred by Factor at the default rate of interest provided for in the Factoring Agreement.

(k) **Power of Attorney.** To facilitate Factor's taking action under subsection (i) and exercising its rights under Section 6, each Client hereby irrevocably appoints (which appointment is coupled with an interest) Factor, or its delegate, as the attorney-in-fact of such Client with the right (but not the duty) from time to time to create, prepare, complete, execute, deliver, endorse or file, in the name and on behalf of such Client, any and all instruments, documents, applications, financing statements, and other agreements and writings required to be obtained, executed, delivered or endorsed by such Client under this Section 3, or, necessary for Factor, after a Default, to enforce or use the Patents or Trademarks or to grant or issue any exclusive or non-exclusive license under the Patents or Trademarks to any third party, or to sell, assign, transfer, pledge, encumber or otherwise transfer title in or dispose of the Patents or Trademarks to any third party. Client hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. The power of attorney granted herein shall terminate upon the termination of the Factoring Agreement as provided therein and the payment and performance of all Obligations.

4. **Client's Use of the Patents and Trademarks.** Client shall be permitted to control and manage the Patents and Trademarks, including the right to exclude others from making, using or selling items covered by the Patents and Trademarks and any licenses thereunder, in the same manner and with the same effect as if this Agreement had not been entered into, so long as no Default exists.

5. **Defaults.** Each of the following occurrences shall constitute an event of default under this Agreement (herein called a "Default"): (a) a Default, as defined in the Factoring Agreement, shall occur; or (b) Client shall fail promptly to observe or perform any covenant or agreement herein binding on it; or (c) any of the representations or warranties contained in Section 3 shall prove to have been incorrect in any material respect when made.

6. **Remedies.** While a Default exists, Factor may, at its option, take any or all of the following actions:

(a) Factor may exercise any or all remedies available under the Factoring Agreement.

(b) Factor may sell, assign, transfer, pledge, encumber or otherwise dispose of the Patents and Trademarks.

(c) Factor may enforce the Patents and Trademarks and any licenses thereunder, and if Factor shall commence any suit for such enforcement, Client shall, at the request of Factor, do any and all lawful acts and execute any and all proper documents required by Factor in aid of such enforcement.

7. Miscellaneous. This Agreement can be waived, modified, amended, terminated or discharged, and the Security Interest can be released, only explicitly in a writing signed by Factor. A waiver signed by Factor shall be effective only in the specific instance and for the specific purpose given. Mere delay or failure to act shall not preclude the exercise or enforcement of any of Factor's rights or remedies. All rights and remedies of Factor shall be cumulative and may be exercised singularly or concurrently, at Factor's option, and the exercise or enforcement of any one such right or remedy shall neither be a condition to nor bar the exercise or enforcement of any other. All notices to be given to Client under this Agreement shall be given in the manner and with the effect provided in the Factoring Agreement. Factor shall not be obligated to preserve any rights the Client may have against prior parties, to realize on the Patents and Trademarks at all or in any particular manner or order, or to apply any cash proceeds of Patents and Trademarks in any particular order of application. This Agreement shall be binding upon and inure to the benefit of Client and Factor and their respective participants, successors and assigns and shall take effect when signed by Client and delivered to Factor, and each Client waives notice of Factor's acceptance hereof. Factor may execute this Agreement if appropriate for the purpose of filing, but the failure of Factor to execute this Agreement shall not affect or impair the validity or effectiveness of this Agreement. A carbon, photographic or other reproduction of this Agreement or of any financing statement authorized by the Client shall have the same force and effect as the original for all purposes of a financing statement. This Agreement shall be governed by the internal law of California without regard to conflicts of law provisions. If any provision or application of this Agreement is held unlawful or unenforceable in any respect, such illegality or unenforceability shall not affect other provisions or applications which can be given effect and this Agreement shall be construed as if the unlawful or unenforceable provision or application had never been contained herein or prescribed hereby. All representations and warranties contained in this Agreement shall survive the execution, delivery and performance of this Agreement and the creation and payment of the Obligations.

THE PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED ON OR PERTAINING TO THIS AGREEMENT.

STATE OF CALIFORNIA)

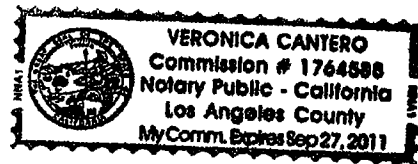
) SS:

COUNTY OF Los Angeles)

On Oct. 27 2008, 2008 before me, Veronica Cantero, Notary Public, personally appeared Martin A. Eckstein, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Veronica Cantero (Signature of Notary)

(Seal of Notary)

EXHIBIT A

UNITED STATES ISSUED PATENTS

<u>Title</u>	<u>Patent Number</u>	<u>Issue Date</u>
--------------	----------------------	-------------------

UNITED STATES PATENT APPLICATIONS

<u>Title</u>	<u>Serial Number</u>	<u>Filing Date</u>
--------------	----------------------	--------------------

FOREIGN ISSUED PATENTS

<u>Title</u>	<u>Country</u>	<u>Patent Number</u>	<u>Issue Date</u>
--------------	----------------	----------------------	-------------------

UNITED STATES PATENT APPLICATIONS

<u>Title</u>	<u>Serial Number</u>	<u>Filing Date</u>
--------------	----------------------	--------------------

EXHIBIT B

UNITED STATES ISSUED TRADEMARKS, SERVICE MARKS
AND COLLECTIVE MEMBERSHIP MARKS

REGISTRATIONS

<u>Mark</u>	<u>Registration Number</u>	<u>Registration Date</u>
CITY OF ANGELS	3,214,208	February 27, 2007
HOLLYWOOD HILLS	3,331,033	November 6, 2007
LAUREL CANYON	3,321,995	October 23, 2007
PAIGE	3,308,211	October 9, 2007
PAIGE PREMIUM (Stylized)	3,191,044	January 2, 2007
PAIGE PREMIUM DENIM	3,301,653	October 2, 2007
PPD	3,328,000	October 30, 2007

PENDING APPLICATIONS

<u>Mark</u>	<u>Serial Number</u>	<u>Date</u>
MISCELLANEOUS DESIGN	78/934,402	April 2, 2008
MISCELLANEOUS DESIGN	78/934,406	July 1, 2008
MISCELLANEOUS DESIGN	77/122,850	July 9, 2008
MISCELLANEOUS DESIGN	77/124,012	May 1, 2008
MISCELLANEOUS DESIGN	77/401,788	May 13, 2008
P (Stylized)	77/528,733	July 25, 2008
P (Stylized)	77/528,736	July 25, 2008

PAIGE	78/447,486	August 11, 2005
PAIGE	78/447,520	June 27, 2008
PAIGE	77/278,216	May 27, 2008
PAIGE (Stylized)	77/401,849	May 9, 2008
PAIGE ADAMS-GELLER	77/040,057	April 16, 2008
PAIGE PREMIUM DENIM and Design	77/384,164	June 17, 2008

COLLECTIVE MEMBERSHIP MARKS

UNREGISTERED MARKS

FOREIGN ISSUED TRADEMARKS, SERVICE MARKS
AND COLLECTIVE MEMBERSHIP MARKS

REGISTRATIONS

<u>Mark</u>	<u>Registration Number</u>	<u>Country</u>
City of Angels	4931978	European Community
Miscellaneous Design	5793484	European Community
Miscellaneous Design	6375794	European Community
Paige	4023487	European Community
PAIGE	5793302	European Community
MISCELLANEOUS DESIGN	560722	Switzerland
PAIGE	544787	Switzerland
PAIGE	560888	Switzerland

PENDING APPLICATIONS

<u>Mark</u>	<u>Application Number</u>	<u>Country</u>
CITY OF ANGELS	1291914-00	Canada
LAS PALMAS DESIGN	1367890-00	Canada
NINE STRIPE DESIGN	1341229-00	Canada
PAIGE	1229816-00	Canada
PAIGE	1341228-00	Canada
PPD	1291915-00	Canada

PAIGE PREMIUM DENIM

6789093

European Community

COLLECTIVE MEMBERSHIP MARKS

UNREGISTERED MARKS