

## 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
Branded, LLC		01/21/2009	LIMITED LIABILITY COMPANY: GEORGIA
RECEIVING PARTY DATA			
Name:	Gordon Brothers Brands, LLC		
Street Address:	101 Huntington Avenue, 10th Floor		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02199		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	73714658	DOMAIN	
Serial Number:	73150499	STOREHOUSE	
Serial Number:	73685672	TWEEDS	
CORRESPONDENCE DATA			
Fax Number:	(617)531-7929		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	617-422-6246		
Email:	rklotz@gordonbrothers.com		
Correspondent Name:	Rafael Klotz		
Address Line 1:	101 Huntington Avenue		
Address Line 2:	10th Floor		
Address Line 4:	Boston, MASSACHUSETTS 02199		
ATTORNEY DOCKET NUMBER:	04198.0073		
NAME OF SUBMITTER:	Rafael Klotz		

OP \$90.00 73714658

900125853

TRADEMARK  
REEL: 003927 FRAME: 0202

Signature:

/s/ Rafael Klotz

Date:

01/30/2009

**Total Attachments: 5**

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## **TRADEMARK SECURITY AGREEMENT**

THIS TRADEMARK SECURITY AGREEMENT, dated as of January 21, 2009, is made by Branded, LLC., a Georgia LLC ("Grantor"), in favor of Gordon Brothers Brands, LLC ("Secured Party").

### **W I T N E S S E T H:**

WHEREAS, pursuant to that certain Operating Agreement of Global Brand Group, LLC dated as of January 21, 2009 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Operating Agreement"), Grantor is required to grant a security interest in favor of Secured Party to secure the payment and performance of certain obligations of Grantor thereunder;

NOW, THEREFORE, in consideration of the premises and to induce Secured Party to enter into the Operating Agreement and as required by Section 3.3(d) of the Operating Agreement, Grantor hereby agrees with the Secured Party as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Operating Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of all Capital Loans made by Secured Party to the Company from time to time (including, without limitation, any all principal and interest due thereunder), hereby mortgages, pledges and hypothecates to the Secured Party, and grants to the Secured Party a security interest in all of Grantor's right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

(a) all trademarks and all intellectual property licenses providing for the grant by or to such Grantor of any right under any such trademark which are listed on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such trademarks; and

(d) all income, royalties, and proceeds at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Authorization to File Financing Statements, Etc.. Grantor authorizes the Secured Party, at any time and from time to time, to file or record financing statements, amendments thereto, and other filing or recording documents or instruments with respect to any Trademark Collateral in such form and in such offices as Secured Party reasonably determines appropriate to perfect the security interests of Secured Party under this Trademark Security Agreement.

Section 4.      Title; No Other Liens. Except for the security interest granted to the Secured Party pursuant to this Trademark Security Agreement and except for the security interests listed on Schedule 4 hereto (the “Permitted Liens”), Grantor (a) owns each item of the Trademark Collateral free and clear of any and all security interest, liens, claims, encumbrances and/or other interests of any kind; and (b) has rights in or the power to transfer each item of Trademark Collateral free and clear of any interests of any kind except for the Permitted Liens.

Section 5.      Covenants Regarding Trademark Collateral

(a) Grantor shall (and shall cause all its licensees to) (i) (1) continue to use each trademark included in the Trademark Collateral in order to maintain such trademark in full force and effect with respect to each class of goods for which such trademark is currently used, (2) maintain at least the same standards of quality of products and services offered under such trademark as are currently maintained, and (3) use such trademark with the appropriate notice of registration and all other notices and legends required by applicable requirements of law, and (ii) not do any act or omit to do any act whereby such trademark (or any goodwill associated therewith) may become destroyed, invalidated, impaired or harmed in any way.

(b) Grantor shall notify the Secured Party immediately if it knows, or has reason to know, that any application or registration relating to any trademark included in the Trademark Collateral may become forfeited, misused, unenforceable, abandoned or dedicated to the public, or of any adverse determination or development regarding the validity or enforceability or Grantor’s ownership of, interest in, right to use, register, own or maintain any such trademark (including the institution of, or any such determination or development in, any proceeding relating to the foregoing in any Applicable IP Office). Grantor shall take all actions that are necessary or reasonably requested by the Secured Party to maintain and pursue each application (and to obtain the relevant registration or recordation) and to maintain each registration and recordation included in the Trademark Collateral.

Section 6.      Jurisdiction of Organization; Chief Executive Office. Grantor’s jurisdiction of organization, legal name and organizational identification number, if any, and the location of Grantor’s chief executive office or sole place of business, in each case as of the date hereof, is specified on Schedule 5 hereto.

Section 7.      Remedies. Upon a breach by Grantor under Section 3.3(c) of the Operating Agreement in respect of repayment of Capital Loans, the Secured Party may exercise all rights and remedies of a secured party under the Uniform Commercial Code or any other applicable law.

[SIGNATURE PAGES FOLLOW]

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.

Very truly yours,

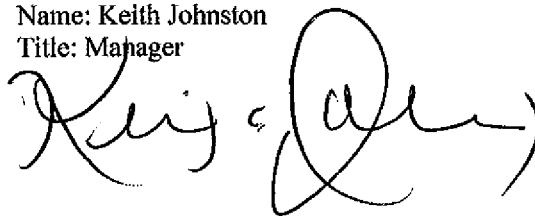
BRANDED, LLC  
as Grantor

Keith Johnston

Digitally signed by Keith Johnston  
DN: cn=Keith Johnston, o=Branded Inc, ou,  
email=KJohnston@BrandedInc.com, c=US  
Date: 2009.01.21 12:18:54 -0800

By: \_\_\_\_\_

Name: Keith Johnston  
Title: Manager



ACCEPTED AND AGREED

as of the date first above written:

GORDON BROTHERS BRANDS, LLC,  
as Secured Party

By: \_\_\_\_\_

Name: Rafael Klotz

Title: Managing Director

[SIGNATURE PAGE TO BRANDED, INC. TRADEMARK SECURITY AGREEMENT]

SCHEDULE 1  
TO  
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

A. REGISTERED TRADEMARKS

Trademark	Application /Registration Number	Application. /Registration Date
Domain	73714658	May 2, 1989
Storehouse	73150499	February 13, 1979
Tweeds	73685672	June 30, 1992

SCHEDULE 4  
TO  
TRADEMARK SECURITY AGREEMENT

Permitted Liens

Rosenberg Note GA UCC 060-2007-004515