

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
Mexx Europe B.V.		01/12/2009	Private Company with Limited Liability: NETHERLANDS
RECEIVING PARTY DATA			
Name:	J.P. Morgan Europe Limited, as European Collateral Agent		
Street Address:	10 Aldermanbury		
City:	London		
State/Country:	UNITED KINGDOM		
Postal Code:	EC2V 7RF		
Entity Type:	COMPANY: UNITED KINGDOM		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	3064232	MEXX	
Registration Number:	3127245	MEXX	
Registration Number:	3121088	MEXX	
Registration Number:	1635452	MEXX	
Registration Number:	1472187	MEXX	
Registration Number:	3213836	MEXX	
CORRESPONDENCE DATA			
Fax Number:	(212)455-2502		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(212) 455-7976		
Email:	ksolomon@stblaw.com		
Correspondent Name:	Mindy M. Lok, Esq.		
Address Line 1:	Simpson Thacher & Bartlett LLP		
Address Line 2:	425 Lexington Avenue		
Address Line 4:	New York, NEW YORK 10017		

OP \$165.00 3064232

ATTORNEY DOCKET NUMBER:

509265/0696

DOMESTIC REPRESENTATIVE

Name:

Address Line 1:

Address Line 2:

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:

Mindy M. Lok

Signature:

/m/

Date:

02/20/2009

Total Attachments: 7

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GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), effective as of January 12, 2009 is made by Mexx Europe B.V., a private company with limited liability organized under the laws of the Netherlands (the "Company"), in favor of J.P. Morgan Europe Limited, as European Collateral Agent (the "European Collateral Agent") for the Secured Parties (as defined in the European Security Agreement described below).

W I T N E S S E T H:

WHEREAS, pursuant to the Amended and Restated Credit Agreement, dated as of January 12, 2009, among the Company, the Borrowers party thereto, JPMorgan Chase Bank, N.A. as Administrative Agent, the US Collateral Agent, JPMorgan Chase Bank, N.A., Toronto Branch, as Canadian Administrative Agent and Canadian Collateral Agent, J.P. Morgan Europe Limited, as European Administrative Agent and European Collateral Agent, the several banks and other financial institutions (the "Lenders") and the other Loan Parties (as defined therein) from time to time parties thereto and the other agents party thereto (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), the Lenders have severally agreed to make Loans and other extensions of credit to the Borrowers as set forth therein upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, the Company has executed and delivered a Deed of Pledge of Intellectual Property Rights, dated as of January 12, 2009, in favor of the European Collateral Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "European Security Agreement");

WHEREAS, pursuant to the European Security Agreement, the Company pledged and granted to the European Collateral Agent for the benefit of the European Collateral Agent and the Secured Parties a continuing security interest in the Intellectual Property Rights; and

WHEREAS, the Company has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Secured Parties to make Loans pursuant to the Credit Agreement and other financial accommodations to the Borrowers, the Company agrees, for the benefit of the European Collateral Agent and the Secured Parties, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the European Security Agreement or the Credit Agreement, as applicable (it being understood that, in the event of any conflict, such terms shall have the meanings provided or provided by reference in the European Security Agreement).

SECTION 2. Grant of Security Interest. The Company hereby pledges and grants a continuing security interest in, and a right of setoff against, and agrees to assign, transfer

and convey, upon demand made upon the occurrence and during the continuance of an Event of Default without requiring further action by either party and to be effective upon such demand, all of the Company's right, title and interest in, to and under the Intellectual Property Rights (including, without limitation, those items listed on Schedule A hereto) (collectively, the "Collateral"), to the European Collateral Agent for the benefit of the European Collateral Agent and the Secured Parties to secure payment, performance and observance of the Secured Obligations.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Company for the purpose of recording the grant of security interest herein with the United States Trademark Office. The security interest granted hereby has been granted to the Secured Parties in connection with the European Security Agreement and is expressly subject to the terms and conditions thereof. The European Security Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

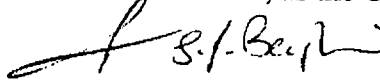
SECTION 4. Acknowledgment. The Company does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the European Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the European Security Agreement, the terms of the European Security Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers on this ___ day of January, 2009.

MEXX EUROPE B.V., as the Company



By: _____
Name: GERARD BERGHUIS
Title: Director

J.P. MORGAN EUROPE LIMITED,
as European Collateral Agent for the Secured Parties

By: _____
Name:
Title:

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers on this 12 day of January, 2009.

MEXX EUROPE B.V.,
as the Company

By: _____
Name:
Title:

J.P. MORGAN EUROPE LIMITED,
as European Collateral Agent for the Secured Parties

By: M. Jacob
Name: Tim Jacob
Title: Senior Vice President

SCHEDULE A

U.S. Trademark Registrations

Trademark	Registration Number
MEXX (stylized)	3,064,232
MEXX (stylized)	3,127,245
MEXX	3,121,088
MEXX	1,635,452
MEXX	1,472,187
MEXX	3,213,836

509265-0696-11445-Active.11469798