

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
Royce Too LLC		04/28/2009	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Okamoto Corporation		
Street Address:	150-1 Otsuka, Koryo-cho		
Internal Address:	Kitakatsuragi Gun		
City:	Nara		
State/Country:	JAPAN		
Postal Code:	635-8550		
Entity Type:	CORPORATION: JAPAN		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	1594314	ROYCE	
Registration Number:	2097871	OOOH! AHH! CUSHION COMFORT	
CORRESPONDENCE DATA			
Fax Number:	(404)881-7777		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	404-881-7000		
Email:	betsy.perkins@alston.com		
Correspondent Name:	Pamela K. Lina		
Address Line 1:	1201 West Peachtree Street		
Address Line 2:	c/o Alston & Bird LLP		
Address Line 4:	Atlanta, GEORGIA 30309-3424		
ATTORNEY DOCKET NUMBER:	052363/371586		
DOMESTIC REPRESENTATIVE			

OP \$65.00 1594314

900139863

**TRADEMARK
 REEL: 004034 FRAME: 0859**

Name: Pamela K. Lina
Address Line 1: 1201 West Peachtree Street
Address Line 2: c/o Alston & Bird LLP
Address Line 4: Atlanta, GEORGIA 30309-3424

NAME OF SUBMITTER:

Pamela K. Lina

Signature:

/Pamela K. Lina/

Date:

07/30/2009

Total Attachments: 5

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THIRD AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

THIRD AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT, dated as of April 28, 2009 (this "*Trademark Security Agreement*"), between **ROYCE TOO LLC**, a Delaware limited liability company ("*Grantor*" or the "*Company*"), and **OKAMOTO CORPORATION**, a Japanese corporation ("*Okamoto*") in its capacity as facility agent (in such capacity, the "*Facility Agent*") for the Credit Parties (as defined in the Purchase Agreement hereinafter referred to).

WITNESSETH:

A. Kaupthing Bank hf (the "*Existing Purchaser*") and the Company are party to that certain Second Amended and Restated Securities Purchase Agreement dated as of May 8, 2008 (as amended to date, the "*Existing Purchase Agreement*") pursuant to which the Company issued to the Existing Purchaser Tranche A Notes, Tranche B Notes and Tranche C Notes (collectively, the "*Existing Notes*") in the original principal amount of \$13,000,000.

B. The Company's obligations under the Existing Purchase Agreement and the Existing Notes were secured by a lien on all of the assets of the Company pursuant to the terms of that certain Second Amended and Restated Security Agreement between the Company and Existing Purchaser dated as of May 8, 2008 (the "*Existing Security Agreement*"). Pursuant to the Existing Security Agreement, Grantor executed and delivered to Existing Purchaser that certain Second Amended and Restated Trademark Security Agreement dated as of May 8, 2008 (the "*Original Trademark Security Agreement*").

C. The Company and the Existing Purchaser have agreed to amend and restate in its entirety the Existing Purchase Agreement pursuant to that certain Third Amended and Restated Securities Purchase Agreement dated as of the date hereof (as so amended and restated, and as the same may be further amended, modified or supplemented from time to time, hereinafter referred to as the "*Purchase Agreement*") pursuant to which, among other things, (i) Okamoto shall be appointed as the Facility Agent for certain financial institutions purchasing the Notes (as hereinafter defined) thereunder, (ii) the "Obligations" as defined in the Existing Purchase Agreement (referred to herein as the "*Existing Obligations*") shall be restructured on the terms set forth in Purchase Agreement, and (iii) the Company shall issue in substitution of the Existing Notes, new notes styled Tranche A Notes, Tranche B Notes and Tranche C Notes, in the aggregate principal amount of \$11,125,000 (collectively, as the same may be amended, modified or supplemented from time to time, hereinafter referred to as the "*Notes*").

D. It is a condition to the effectiveness of the Purchase Agreement that the Existing Security Agreement be amended and restated in its entirety (as so amended and restated, the "*Security Agreement*") and the Original Trademark Security Agreement be amended and restated in its entirety so that, among other things, the Company shall cause the Obligations (hereinafter used herein as defined in the Purchase Agreement) to be secured by Liens granted to the Facility Agent for the benefit of the holders of the Notes and certain other "Credit Parties" as defined in the Purchase Agreement, and the Company shall acknowledge and agree that the

Liens granted pursuant to the Existing Security Agreement and Original Trademark Security Agreement are continued and secure the Obligations as set forth below.

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, Grantor and Facility Agent hereby agree that the Original Trademark Security Agreement shall be amended and restated in its entirety as follows:

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

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** Grantor hereby grants to Facility Agent, for its own benefit and the benefit of the other Credit Parties, a continuing security interest in all of 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 Licenses (other than Trademark Licenses that, by their terms, prohibit such a grant or the exercise of Facility Agent of rights thereunder or where such a grant or such exercise would give rise to a termination right in the counterparty thereto unless and until any required consents have been obtained) to which it is a party including those referred to on Schedule I hereto;

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

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

(d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

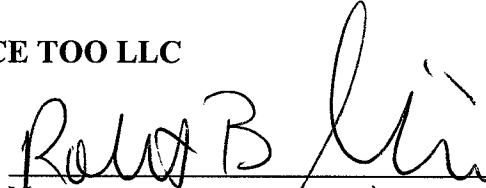
3. **SECURITY AGREEMENT.** The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Facility Agent pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Facility 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.

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

ROYCE TOO LLC


By:


Name: ROBERT BELLONI
Title: President/CEO

ACCEPTED AND ACKNOWLEDGED BY:

OKAMOTO CORPORATION,

By:

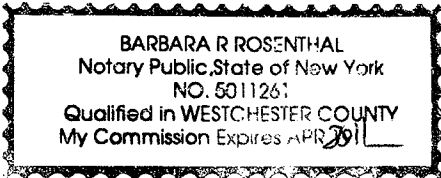

Name: TETSUJI OKAMOTO
Title: PRESIDENT

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

ACKNOWLEDGMENT OF GRANTOR

STATE OF NEW YORK)
)
COUNTY OF NEW YORK) ss.

On this 28th day of April, 2009, before me personally appeared Robert B. Givoli, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of **ROYCE TOO LLC**, who being by me duly sworn did depose and say that he is an authorized officer of said limited liability company, that the said instrument was signed on behalf of said limited liability company as authorized by its sole managing member and that he acknowledged said instrument to be the free act and deed of said limited liability company.



Barbara Rosenthal
Notary Public

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS

Trademark Licensing Agreements

1. DOCKERS® License Agreement dated January 1, 2000, as amended by Amendment No. 1 (renewal) dated Sept. 25, 2003, as amended by Amendment No. 2 (renewal) dated March 27, 2007, and as amended by Amendment No. 3 (Dockers ® Brand – adding Canada to License Agreement) dated January 1, 2007.
2. NINE WEST® License Agreement dated Nov. 26, 1996, as amended by Amendment No. 1 (renewal) dated January 1, 1999, as amended by Amendment No. 2 (renewal) dated January 1, 2003, as amended by Amendment No. 3 (renewal) dated November 4, 2005, and as amended by Amendment No. 4 (renewal) dated as of November 1, 2007.
3. NAUTICA® License Agreement dated January 1, 2005 as amended by Amendment No. 2 (removing Letter of Credit requirement) dated May 1, 2007, as amended by Amendment No. 3 (renewal) dated June 1, 2007, and as amended by Amendment No. 4 (adding Boy's, Girl's and Infant's to license).

Trademarks (with Application/Registration numbers, as applicable)

<u>Trademark</u>	<u>Country</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
ROYCE	United States	1,594,314	5/1/90
OOH! AHH! CUSHION COMFORT	United States	2,097,871	9/16/97
ROYCE & RR design	Canada	433,667	9/23/94