# 3121219

CH \$440.00

## 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           |
|--------------------|----------|----------------|-----------------------|
| ASHLEY NETTYE INC. |          | 07/09/2009     | CORPORATION: DELAWARE |

## RECEIVING PARTY DATA

| Name:           | FCC, LLC d/b/a First Capital       |
|-----------------|------------------------------------|
| Street Address: | 3520 NW 58th Street                |
| City:           | Oklahoma City                      |
| State/Country:  | OKLAHOMA                           |
| Postal Code:    | 73112                              |
| Entity Type:    | LIMITED LIABILITY COMPANY: FLORIDA |

PROPERTY NUMBERS Total: 17

| Property Type        | Number   | Word Mark           |
|----------------------|----------|---------------------|
| Registration Number: | 3121219  | B BY BERNARDO       |
| Registration Number: | 3142620  | B BY BERNARDO       |
| Serial Number:       | 78641279 | BERNARDO            |
| Registration Number: | 2433856  | BERNARDO            |
| Serial Number:       | 78700097 | BERNARDO            |
| Registration Number: | 2978052  | BERNARDO            |
| Registration Number: | 2911578  | BERNARDO            |
| Registration Number: | 2693870  | BERNARDO            |
| Registration Number: | 1979147  | BERNARDO            |
| Registration Number: | 3038487  | BERNARDO COLLECTION |
| Serial Number:       | 77474447 | BERNARDO COLLECTION |
| Registration Number: | 3159644  | BERNARDO COLLECTION |
| Serial Number:       | 77547791 | BERNARDO GREEN      |
| Registration Number: | 2978058  | COLLECTION          |
|                      |          |                     |

TRADEMARK "REEL: 004043 FRAME: 0159

900140840

| Registration Number: | 2764103 | COLLECTION   |
|----------------------|---------|--------------|
| Registration Number: | 2856640 | COLLECTION   |
| Registration Number: | 3568881 | FRIENDLY FUR |

#### 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: | 20790/9420790-US0 |
|-------------------------|-------------------|
| NAME OF SUBMITTER:      | Paul Fields       |
| Signature:              | /Paul Fields/     |
| Date:                   | 08/12/2009        |

#### **Total Attachments: 15**

source=Trademarks - Security Agreement Ashley Nettye and FCC, LLC#page1.tif source=Trademarks - Security Agreement Ashley Nettye and FCC, LLC#page2.tif source=Trademarks - Security Agreement Ashley Nettye and FCC, LLC#page3.tif source=Trademarks - Security Agreement Ashley Nettye and FCC, LLC#page4.tif source=Trademarks - Security Agreement Ashley Nettye and FCC, LLC#page5.tif source=Trademarks - Security Agreement Ashley Nettye and FCC, LLC#page6.tif source=Trademarks - Security Agreement Ashley Nettye and FCC, LLC#page7.tif source=Trademarks - Security Agreement Ashley Nettye and FCC, LLC#page8.tif source=Trademarks - Security Agreement Ashley Nettye and FCC, LLC#page9.tif source=Trademarks - Security Agreement Ashley Nettye and FCC, LLC#page10.tif source=Trademarks - Security Agreement Ashley Nettye and FCC, LLC#page11.tif source=Trademarks - Security Agreement Ashley Nettye and FCC, LLC#page12.tif source=Trademarks - Security Agreement Ashley Nettye and FCC, LLC#page13.tif source=Trademarks - Security Agreement Ashley Nettye and FCC, LLC#page13.tif source=Trademarks - Security Agreement Ashley Nettye and FCC, LLC#page13.tif source=Trademarks - Security Agreement Ashley Nettye and FCC, LLC#page14.tif source=Trademarks - Security Agreement Ashley Nettye and FCC, LLC#page15.tif

## TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this "Agreement"), dated as of 2009, is made by and among ASHLEY NETTYE INC., a Delaware corporation ("Ashley"), and FCC, LLC d/b/a First Capital, a Florida limited liability company (the "FCC").

## Recitals

Bernardo Fashions LLC ("Client") and FCC are parties to a Factoring and Inventory Advances and Security Agreement dated as of October 12, 2007 (as amended, supplemented or restated from time to time, the "Factoring Agreement") setting forth the terms on which FCC may now or hereafter extend credit or other financial accommodations to or for the account of Client. Ashley has guaranteed all obligations of Client to FCC pursuant to a Guaranty dated as of October 12, 2007 (as amended, supplemented or restated from time to time, the "Guaranty").

As a condition to extending credit or other financial accommodations to or for the account of Client, FCC has required the execution and delivery of this Agreement by Ashley.

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

1. <u>Definitions</u>. 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 (i) 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 FCC, 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) and (ii) all Guarantied Obligations (as defined in the Guaranty).

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

"Trademarks" means all of Ashley'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 A**.

- 2. <u>Security Interest</u>. Ashley hereby irrevocably pledges and assigns to, and grants FCC a security interest (the "Security Interest") with power of sale to the extent permitted by law, 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 Ashley. 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. <u>Representations, Warranties and Agreements</u>. Ashley represents, warrants and agrees as follows:
  - (a) Trademarks. Exhibit A accurately lists all Trademarks owned or controlled by Ashley 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 A need not list common law marks (i.e., Trademarks for which there are no applications or registrations) which are not material to Ashley's or any Affiliate's business(es). If after the date hereof, Ashley owns or controls any Trademarks not listed on Exhibit A (other than common law marks which are not material to Ashley's or any Affiliate's business(es)), or if Exhibit A ceases to accurately reflect the existence and status of applications and registrations pertaining to the Trademarks, then Ashley shall promptly provide written notice to FCC with a replacement Exhibit A, which upon acceptance by FCC shall become part of this Agreement.
  - (c) Affiliates. As of the date hereof, no Affiliate of Ashley owns, controls, or has a right to have assigned to it any items that would, if such item were owned by Ashley, constitute Trademarks. If after the date hereof any Affiliate of Ashley owns, controls, or has a right to have assigned to it any such items, then Ashley shall promptly either: (i) cause such Affiliate to assign all of its rights in such item(s) to Ashley; or (ii) notify FCC of such item(s) and cause such Affiliate to execute and deliver to FCC a trademark security agreement substantially in the form of this Agreement.
  - (e) Title. Ashley is the owner of each Trademark on Exhibit A has absolute title to each Trademark listed thereon, free and clear of all Liens except Permitted Liens. Ashley (i) will have, at the time Ashley acquires any rights in Trademarks hereafter arising, absolute title to each such Trademark free and clear of all Liens except Permitted Liens, and (ii) will keep all Trademarks free and clear of all Liens except Permitted Liens.
  - (f) No Sale. Ashley will not assign, transfer, encumber or otherwise dispose of the Trademarks, or any interest therein, without FCC's prior written consent.
  - (g) **Defense.** Ashley will, at their own expense and using commercially reasonable efforts, protect and defend the Trademarks against all claims or demands of all Persons other than those holding Permitted Liens.

- (h) Maintenance. Ashley will at their own expense maintain the Trademarks to the extent reasonably advisable in its business including, but not limited to, filing all applications to obtain trademark registrations and all affidavits, maintenance fees, annuities, and renewals possible with respect to trademark registrations and applications therefor. Ashley covenants that it will not abandon nor fail to pay any maintenance fee or annuity due and payable on any Trademark, nor fail to file any required affidavit or renewal in support thereof, without first providing FCC: (i) sufficient written notice, of at least 30 days, to allow FCC to timely pay any such maintenance fees or annuities which may become due on any 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) FCC's Right to Take Action. If Ashley 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 FCC gives Ashley 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 Ashley notify FCC that it intends to abandon a Trademark, FCC 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 Ashley (or, at FCC's option, in FCC's own name) and may (but need not) take any and all other actions which FCC 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 FCC on demand the amount of all moneys expended and all costs and expenses (including reasonable attorneys' fees and disbursements) incurred by FCC in connection with or as a result of FCC's taking action under subsection (i) or exercising its rights under Section 6, together with interest thereon from the date expended or incurred by FCC at the default rate of interest provided for in the Factoring Agreement.
- (k) Power of Attorney. To facilitate FCC's taking action under subsection (i) and exercising its rights under Section 6, Ashley hereby irrevocably appoints (which appointment is coupled with an interest) FCC, or its delegate, as the attorney-in-fact of Ashley 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 Ashley, any and all instruments, documents, applications, financing statements, and other agreements and writings required to be obtained, executed, delivered or endorsed by Ashley under this Section 3, or, necessary for FCC, after a Default, to enforce or use the Trademarks or to grant or issue any exclusive or non-exclusive license under the Trademarks to any third party, or to sell, assign, transfer, pledge, encumber or otherwise transfer title in or dispose of the Trademarks to any third party. Ashley 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. <u>Ashley's Use of the Trademarks</u>. Ashley shall be permitted to control and manage the Trademarks, including the right to exclude others from making, using or selling items covered by the 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. <u>Defaults</u>. 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) Ashley 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, FCC may, at its option, take any or all of the following actions:
  - (a) FCC may exercise any or all remedies available under the Factoring Agreement.
  - (b) FCC may sell, assign, transfer, pledge, encumber or otherwise dispose of the Trademarks.
  - (c) FCC may enforce the Trademarks and any licenses thereunder, and if FCC shall commence any suit for such enforcement, Ashley shall, at the request of FCC, do any and all lawful acts and execute any and all proper documents required by FCC in aid of such enforcement.
- 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 FCC. A waiver signed by FCC 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 FCC's rights or remedies. All rights and remedies of FCC shall be cumulative and may be exercised singularly or concurrently, at FCC'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 Ashley under this Agreement shall be given in the manner and with the effect provided in the Factoring Agreement. FCC shall not be obligated to preserve any rights Ashley may have against prior parties, to realize on the Trademarks at all or in any particular manner or order, or to apply any cash proceeds of Trademarks in any particular order of application. This Agreement shall be binding upon and inure to the benefit of Ashley and FCC and their respective participants, successors and assigns and shall take effect when signed by Ashley and delivered to FCC, and Ashley waives notice of FCC's acceptance hereof. FCC may execute this Agreement if appropriate for the purpose of filing, but the failure of FCC 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 Ashley 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 New York 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.

IN WITNESS WHEREOF, the parties have executed this Trademark Security Agreement as of the date first written above.

ASHLEY NETTYE INC FCC, LLC, d/b/a FIRST CAPITAL Ric Mazza, Executive Vice President STATE OF COUNTY OF INS The foregoing instrument was acknowledged before me this  $\underline{\underline{Q}}$  day of  $\underline{\underline{\underline{UU}}}$ , 2009, by Diane Pollack, the President of Ashley Nettye Inc., on behalf of such corporation. GINA RAGIEL
No. 01 RA6098973
Notary Public, State of New York
Qualified in Nassau County
My Commission Expires 09/22/20 STATE OF \ COUNTY OF NASSAI The foregoing instrument was acknowledged before me this Q day of ) 2009, by Ric Mazza, Executive Vice President of FCC, LLC, a Florida limited liability company,

d/b/a First Capital, on behalf of such limited liability company.

BREIT A. AKICSON
NOTARY PUBLIC-STATE OF NEW YORK
No. 01AR6172966
Qualified in Nassau County
My Commission Expires August 20, 2011

## **EXHIBIT A**

## UNITED STATES ISSUED TRADEMARKS, SERVICE MARKS AND COLLECTIVE MEMBERSHIP MARKS

## **REGISTRATIONS**

<u>Mark</u>

Registration Number

Registration Date

**APPLICATIONS** 

**COLLECTIVE MEMBERSHIP MARKS** 

**UNREGISTERED MARKS** 

| Nesp. Offi 141  | B BY BERNARDO & DESIGN                | Trademark                   |   |
|-----------------|---------------------------------------|-----------------------------|---|
| Class(es): 25   | BER-BER015USA/<br>ASHLEY NETTYE, INC. | Client-Matter#SubCase       |   |
|                 | 76/589096<br>28-Apr-2004              | Application<br>Number/Date  | an and and an and an and an |
| Attorne         | 26-Jul-2005                           | Publication<br>Number/Date  |   |
| Attorney(s): JM | 3121219<br>25-Jul-2006                | Registration<br>Number/Date |   |
| >               | Registered<br>25-Jul-2016             | Status<br>Next Renew        |   |

Agent Name:

Client: ASHLEY NETTYE, INC.

Image Title: B BY BERNARDO & DESIGN (Black &

Goods: Clothing; namely swim wear, socks, hosiery, gloves, lingerie, hats, belts, ties, scarves, dresses, sweaters, suits, pants, jeans, vests, tops, shirts, shorts, skorts; blazers; outerwear, namely jackets, coats, vests, raincoats, and wind-resistant jackets, whether made of or with down, polyfill, silk, leather, fur-lined, fur, cotton, and other fabric or material, or any combinations thereof

Agent Ref:

Client Ref: 1124819-0003

White)

004043 FRAME:

|   |  |                             |             | Resp.Off.: NY      |                      | B BY BERNARDO & DESIGN (HANG TAG DESIGN) | Trademark                   |                |
|---|--|-----------------------------|-------------|--------------------|----------------------|--|-----------------------------|----------------|
|   | Good   | Clien                       | Agent Name: | Class(es): 25      |                      | TAG DESIGN)                              |                             |                |
| lmage Title: B<br>D                                   | Goods: Clothing; namely swim wear, socks, hosiery, gloves, lingerie, hats, belts, ties, scurves, dresses, sweaters, suits, pants, jeans, vests, tops, shirts, shorts, skorts; Clothing, namely blazers; outerwear, namely jackets, coats, vests, raincoats, and wind-resistant jackets, whether made of or with down, polyfill, silk, leather, fur-lined, fur, cotton, and other fabric or material, or any combinations thereof | Client: ASHLEY NETTYE, INC. |             | ): 25              | ASHLEY NETTYE, INC.  | BER-BER014USA/                           | Client-Matter#/SubCase      |                |
| B BY BERNARDO & DESIGN)                               | ocks, hosiery, gloves, ling<br>; Clothing, namely blazer<br>h down, polyfill, silk, lea  |                             |             |                    | 28-Apr-2004          | 76/589097                                | Application<br>Number/Date  | Fig. By Coping |
| lmage Title: B BY BERNARDO & DESIGN (HANG TAG DESIGN) | gerie, hats, beits, ties, scarve<br>s; outerwear, namely jacket<br>ther, fur-lined, fur, cotton, a   | Clien                       | Appr        | Attorn             | 28-Jun-2005          |  | Publication Number/Date     |                |
|   | rie, hats, belts, ties, scurves, dresses, sweaters, suits, pants, jouterwear, namely jackets, coats, vests, raincoats, and wincer, fur-lined, fur, cotton, and other fabric or material, or any  | Client Ref: 1124819-0003    | Apont Roft  | Atiorney(s): JM JL | 12-Sep-2006          | 3142620                                  | Registration<br>Number/Date |                |
|   | ants, jeans,<br>d wind-resistant<br>or any   | ſR                          | ΔΓ          | )F                 | 12-Sep-2016 <b>A</b> | Registered A                             | Status Next Renewal         | 11. pg. 25     |

eyewear; namely, sunglasses and fittings therefor, and eyeglass frames in Class 9;

Goods: perfume, cologne, cosmetic make-up and non-medicated skin care preparations in Class 3;

Resp.Off.: NY

Agent Name:

Client: ASHLEY NETTYE, INC.

Class(es): 3, 9, 24

ASHLEY NETTYE, INC.

01-Jun-2005 78/641279

07-Feb-2006

Published

Attorney(s): JM

Agent Ref:

Client Ref: 1124819-0003

BER-BER003USAG/

**BERNARDO** 

linen, towels, and bedding; namely, comforters, bed spreads, sheets, pillowcases, bed ruffles, pillow shams and blankets in Class 24.

REEL: 004043 FRAME: 0169

|               | Client-Matter#/SubCase   | Application                   | Publication                | Registration                  |
|---------------|--|-------------------------------|----------------------------|-------------------------------|
| Trademark     | Client-Matter#/SubCase   | Application Number/Date       | Publication<br>Number/Date | Registration Number/Date      |
| BERNARDO      | BER-BER003USAC/  | 75/464231                     |                            | 2433856                       |
| ,             | ASHLEY NETTYE, INC.  | 08-Apr-1998                   | 11-Jan-2000                | 06-Mar-2001                   |
| Resp.Off.: NY | Class(es): 25  |                               |                            | Attorney(s):                  |
|               | Agent Name:  | -                             | <u>~</u>                   | Agent Ref:                    |
|               | Client: ASHLEY NETTYE, INC.  |                               | Ω                          | Client Ref: 1124819-0003      |
|               | Goods: Outerwear, namely, jackets, coats, vests, raincoats and wind-resistant jackets, whether made of or with down, polyfill, silk, | ats, vests, raincoats and wi  | nd-resistant jackets, wh   | ether made of or with down, p |
|               | leather, fur-lined, fur, cotton, any other fabric or material,   | ny other fabric or material,  | or any combination thereof | reof                          |
| BERNARDO      | BER-BER003USAH/  | 78/700097                     |                            |                               |
|               | ASHLEY NETTYE, INC.  | 25-Aug-2005                   | 03-Jul-2007                |                               |
| Resp.Off.: NY | Class(es): 25  | -                             |                            | Attorney(s): JM               |
|               | Agent Name:  |                               | <b>~</b>                   | Agent Ref:                    |
|               | Client: ASHLEY NETTYE, INC.  |                               | Q.                         | Client Ref: 1124819-0003      |
|               | Goods: Clothing, namely, swimwear, lingerie, belts, ties, dresses  | ingerie, belts, ties, dresses |                            | •                             |
| BERNARDO      | BER-BER003USAF/  | 76/977441                     |                            | 2978052                       |
| ;             | ASHLEY NETTYE, INC.  | 10-Oct-2000                   |                            | 26-Jul-2005                   |
| Kesp.On.: NY  | Class(es): 25  |                               | Att                        | Attorney(s): JM JL            |
|               | Client: ASHLEY NETTYE, INC.  |                               | <u> </u>                   | Agent Kej:                    |
|               | Goods: Clothing, namely, gloves, hats and scarves  | and scarves                   | Ç                          | CHILD AND                     |
| BERNARDO      | BER-BER003USAE/  | 76/977067                     |                            | 2911578                       |
|               | ASHLEY NETTYE, INC.  | 10-Oct-2000                   |                            | 14-Dec-2004                   |
| Resp.Off.: NY | Class(es): 25  |                               | An                         | Attorney(s): JM JL            |
|               | Agent Name   |                               | <u> </u>                   |                               |
|               | O Com A TRANSPORT  |                               |                            | Agent Ref:                    |

**REEL: 004043 FRAME: 0170** 

| BERNARDO (STYLIZED) Resp.Off.: NY  | Resp.Off.: NY  | BERNARDO        | Trademark                   |          |
|--|--|-----------------|-----------------------------|----------|
| BER-BER007USA/ ASHLEY NETTYE, INC. Class(es): 25 Agent Name: Client: ASHLEY NETTYE, INC. | ASHLEY NETTYE, INC. 10-Oct-2000  Class(es): 25  Agent Name:  Client: ASHLEY NETTYE, INC.  Goods: Clothing, namely, pants, vests, skirts, blazers and skorts. | BER-BER003USAA/ | Client-Matter#/SubCase      |          |
| 74/511304<br>11-Apr-1994   | 10-Oct-2000 s, skirts, blazers and skorts  | 76/143345       | Application<br>Number/Date  |          |
| 08-Aug-1995<br>Attoi<br>Age<br>Clie  | 11-Jun-2002  |                 | Publication<br>Number/Date  |          |
| 1979147<br>11-Jun-1996<br>Attorney(s): JM<br>Agent Ref:<br>Client Ref: 1124819-0003      | 04-Mar-2003<br>Attorney(s): JM<br>Agent Ref:<br>Client Ref: 1124819-0003   | 2693870         | Registration<br>Number/Date |          |
| Registered 11 un-2016  | Ø4-Mar-2013  | Registered      | Status<br>Next Renewal      | Haye: 30 |
| :<br>REEL  | TRADEM<br>: 004043 FI  | AŔ<br>RAI       |                             | 0171     |

Image Title: Bernardo (Stylized)

Goods: Outerwear, namely jackets, coats, vests, raincoats and wind-resistant jackets, whether made of or with down, polyfill, silk, leather, fur-lined, fur, cotton, any other fabric or material, or any combinations thereof

BERNARDO

| Res             | BE                                     | Tra                        | V.              |
|-----------------|--|----------------------------|-----------------|
| Resp.Off.: NY   | BERNARDO COLLECTION & DESIGN           | Frademark                  |                 |
| Class(es): 25   |  |                            |                 |
| ); 25           | BER-BER013USAA/<br>ASHLEY NETTYE, INC. | Client-Matter#/SubCase     | Variation (1.2) |
| 1               | 78/976519<br>28-Apr-2004               | Application<br>Number/Date |                 |
| Attori          |  | Publication Number/Date    |                 |
| Attorney(s): JM | 3038487                                | Registration Number/Date   |                 |
|                 | Registered 4                           | Status<br>Next Renewal     | 7.11C           |

Agent Name:

Client: ASHLEY NETTYE, INC.

Goods: Clothing, namely, sweaters, pants, jeans, vests, tops, shirts, shorts, blazers; outerwear, namely jackets, coats, vests, raincoats, whether made of or with down, polyfill, silk, leather, fur-lined, fur, cotton, and other fabric or material, or any combinations thereof Client Ref: 1124819-0003

Agent Ref:

Image Title: Bernardo Collection & Design



Image Title: Bernardo Collection & Design

Goods: Clothing, namely, swim wear, socks, hosiery, gloves, lingerie, hats, belts, ties, scarves and skorts

Resp.Off.: NY

Agent Name:

Client: ASHLEY NETTYE, INC.

Class(es): 25

ASHLEY NETTYE, INC. BER-BER013USAC/

14-May-2008 77/474447

Attorney(s): JM Agent Ref:

Pending

Client Ref: 1124819-0003

BERNARDO COLLECTION & DESIGN

004043 FRA

Resp.Off.: NY BERNARDO COLLECTION & DESIGN Trademark Agent Name: Class(es): 25 Goods: Clothing, namely, dresses, suits, outerwear, namely, wind-resistant jackets, whether made of or with down, polyfill, silk, leather, Client: ASHLEY NETTYE, INC. fur-lined, fur, cotton, and other fabric or material, or any combinations thereof ASHLEY NETTYE, INC. BER-BER013USAB/ Client-Matter#/SubCase Image Title: Bernardo Collection & Design BERNARDO Application Number/Date 28-Apr-2004 76/978273 Number/Date Publication Attorney(s): JM Client Ref: 1124819-0003 Agent Ref: Registration Number/Date 17-Oct-2006 3159644 Registered Status Next Renewal 17-Oct-2016

BERNARDO GREEN

Resp.Off.: NY

BER-BER021USA/

ASHLEY NETTYE, INC.

Agent Name:

Client: ASHLEY NETTYE, INC.

Class(es): 25

15-Aug-2008 77/547791

Attorney(s): JM Agent Ref:

Client Ref: 1124819-0003

Goods: Clothing, namely swim wear, hats, belts, ties, scarves, dresses, sweaters, suits, pants, jeans, vests, tops, shirts, shorts, blazers silk, leather, fur-lined, fur, cotton, leather and other fabric or material, or any combinations thereof and skorts; outerwear, namely jackets, coats, vests, raincoats, and wind-resistant jackets, whether made of or with down, polyfill,

Pending

Resp.Off.: NY COLLECTION AND DESIGN Trademark Agent Name: Class(es): 25 Goods: Clothing, namely, sweaters and skorts Client: ASHLEY NETTYE, INC. ASHLEY NETTYE, INC. BER-BER001USAC/ Client-Matter#/SubCase lmage Title: Collection & Design Application Number/Date 19-Jul-2002 76/977485 Number/Date Publication Attorney(s): JM Client Ref: 1124819-0003 Agent Ref: Registration Number/Date 26-Jul-2005 2978058 Status Next Renewal 26-Jul-2015 Registered

BER-BER001USAB/

ASHLEY NETTYE, INC.

Agent Name:

Class(es): 25

Resp.Off.: NY

COLLECTION AND DESIGN

76/975354

19-Jul-2002

24-Jun-2003

2764103

Registered 16-Sep-2013

16-Sep-2003

Attorney(s): JM

Client Ref: 1124819-0003

Image Title: Collection & Design

Goods: pants, vests, skirts, and blazers. Client: ASHLEY NETTYE, INC.

Agent Ref:

|         | Resp.Off.: NY   | Valuatii Ebilla Xaliis  |
|---------|---|---|
| THE ACC | ASHLEY NETTYE, INC.  Class(es): 25  Agent Name:  Client: ASHLEY NETTYE, INC.  Goods: Clothing, namely, dresses, jee | Chent-Matter#/SubCase   |
|         | 76/976603<br>19-Jul-2002<br>ans, tops, shorts and shirts  | Application Number/Date   |
|         | 24-Jun-2003<br>Ati<br>A<br>C  | Publication<br>Number/Date  |
|         | 2856640<br>22-Jun-2004<br>'orney(s): JM JL<br>gent Ref:<br>lient Ref: 1124819-0003                                  | Registration<br>Number/Date   |
|         | Registered 22-Jun-2014 TRADEMA  | Status Next Renewal   |
|         |   | BER-BER001USAA)  ASHLEY NETTYE, INC.  Class(es): 25  Agent Name:  Client: ASHLEY NETTYE, INC.  Goods: Clothing, namely, dresses, jeans, tops, shorts and shirts  Image Title: Collection & Design  GOMBOR Design  GOMBOR Design  GOMBOR Design  GOMBOR Design |

**RECORDED: 08/12/2009**