

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
PARADOX LENDING, LLC		11/02/2009	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	SHABBY CHIC BRANDS, LLC		
<b>Street Address:</b>	10100 SANTA MONICA BOULEVARD		
<b>Internal Address:</b>	SUITE 600		
<b>City:</b>	LOS ANGELES		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90067		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2937566	RACHEL ASHWELL	
Registration Number:	2746924	RACHEL ASHWELL	
<b>CORRESPONDENCE DATA</b>			
Fax Number:	(212)246-8959		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	2127081870		
Email:	lbryer@ladas.com		
Correspondent Name:	Lanning G. Bryer		
Address Line 1:	26 West 61st Street		
Address Line 4:	New York, NEW YORK 10023		
ATTORNEY DOCKET NUMBER:	NTMA 090979:GEN		
NAME OF SUBMITTER:	Lanning G. Bryer		
Signature:	/lgb/		

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**TRADEMARK**  
**REEL: 004093 FRAME: 0292**

Date:

11/09/2009

Total Attachments: 2

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**RELEASE OF SECURITY INTEREST (this "Release")**

BE IT KNOWN that the undersigned, **PARADOX LENDING, LLC**, a Delaware Limited Liability Company, ("Paradox") is a secured party pursuant to a certain Intellectual Property Security Agreement dated September 1, 2009, between Paradox and **SHABBY CHIC BRANDS, LLC** ("Borrower"), a California limited liability company, and a Loan and Security Agreement, dated as of September 1, 2009, between Paradox and Borrower. Now, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Paradox does hereby fully, completely and without reservation of any kind, discharge, release and relinquish the security interest held by Paradox insofar as it relates to any of Paradox's right, title and interest in and to the trademark applications and registrations listed on the attached Schedules A and B, together with the goodwill associated with these trademarks.

Paradox recorded the security interest at the United States Patent and Trademark Office at REEL 4059, FRAME 0891 on September 2, 2009 against the U.S. trademark registrations set forth on Schedule A. Paradox acknowledges and agrees that this Release Agreement shall be filed at the United States Patent and Trademark Office by Borrower to record the release of the security interest.

Where applicable, Paradox shall immediately prepare, execute and file a UCC-3 Financing Statement Change and other such documents releasing the collateral described herein at the appropriate state or county level.

This Release should be governed by and construed in accordance with the laws of the State of New York.

Any amendment or modification of this Release must be made in a separate writing by Paradox and approved by Borrower.

IN WITNESS WHEREOF, Paradox has executed this document as of November 2, 2009.

**PARADOX LENDING, LLC**



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

**Name: Edward Hill**

**Title: Senior Vice President**

**SCHEDULE A**

**U.S. Trademark Registrations**

**TRADEMARK**

**REGISTRATION NO.**

RACHEL ASHWELL  
RACHEL ASHWELL

2937566  
2746924