

**RECORDATION FORM COVER SHEET
 TRADEMARKS ONLY**

To the director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):
In Mocean Group, LLC

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State
 Other: Limited Liability Company

Citizenship (see guidelines) New York
 Execution Date(s) December 28, 2009
 Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies) Yes
 No

Additional names, addresses, or citizenship attached?
 Name: Wells Fargo Trade Capital Services, Inc.

Internal Address: _____
 Street Address: 100 Park Avenue
 City: New York
 State: New York
 Country: USA Zip: 10017

Association Citizenship _____
 General Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship New York
 Other Citizenship

If assignee is not domiciled in the United States, a domestic representative designation is attached. Yes No
 (Designations must be a separate document from assignment)

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other _____

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) SEE SCHEDULE A ANNEXED HERETO
 B. Trademark Registration No.(s) SEE SCHEDULE A ANNEXED HERETO

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown)
 SEE SCHEDULE A ANNEXED HERETO

5. Name address of party to whom correspondence concerning document should be mailed:
 Name: UCC Direct Services

Internal Address: Attn: Susan O'Brien
 Street Address: 187 Wolf Road, Suite 101
 City: Albany
 State: NY Zip: 12205
 Phone Number: 800-342-3676
 Fax Number: 800-962-7049
 Email Address: cls-udsalbany@wolterskluwer.com

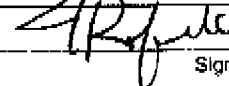
6. Total number of applications and registrations involved: 34

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$865.00
 Authorized to be charged by credit card
 Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers 5683
 Expiration Date 10/12

b. Deposit Account Number _____
 Authorized User Name: _____

9. Signature:  Signature _____ Date 1/8/10

Total number of pages including cover sheet, attachments, and document. 19

Ikhwan A. Rafeek
 Name of Person Signing

Documents to be recorded (including cover sheet) should be faxed to (703) 305-8995, or mailed to:
 Mail Stop Assignment Recordation Services, Director of the USPTO, P. O. Box 1450, Alexandria, VA 22313-1450

OP \$865.00 78816329

SCHEDULE A TO
RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

LIST OF TRADEMARKS AND APPLICATIONS

<u>Serial Number</u>	<u>Mark</u>	<u>Owner</u>
1. 78816329	PURE CATALINA	IN MOCEAN GROUP L.L.C.
2. 77735792	COLORS DO BRAZIL	IN MOCEAN GROUP LLC
3. 77165361	COLE OF CALIFORNIA	IN MOCEAN GROUP L.L.C.
4. 76700007	LMDM	IN MOCEAN GROUP LLC
5. 76700006	LA MAISON DE MAILLOT	IN MOCEAN GROUP L.L.C.
6. 76700005	AQUATIQUE	IN MOCEAN GROUP LLC
7. 76969960	SWIMTEX	IN MOCEAN GROUP LLC
8. 76697264	OPTIONS BY CATALINA	IN MOCEAN GROUP L.L.C.
9. 76697249	SUDDENLY SLIM IN ALL THE RIGHT PLACES	IN MOCEAN GROUP L.L.C.
10. 76696202	CREATE YOUR OWN BIKINI	IN MOCEAN GROUP LLC
11. 76416582	REVERSEABLES	IN MOCEAN GROUP LLC
12. 76417133	HOT COLES	IN MOCEAN GROUP L.L.C.
13. 76440280	@ THE BEACH	IN MOCEAN GROUP LLC
14. 76590934	SOLARIZE	IN MOCEAN GROUP L.L.C.
15. 76630583	TATOOABLES	IN MOCEAN GROUP LLC
16. 76364751	CATALINA OCEAN GEAR	IN MOCEAN GROUP L.L.C.
17. 76284623	ANGEL BEACH	IN MOCEAN GROUP LLC
18. 75978433	CATALINA	IN MOCEAN GROUP L.L.C.
19. 75201307	IBIZA	IN MOCEAN GROUP L.L.C.

20.	74338528	TAHITI	IN MOCEAN GROUP L.L.C.
21.	74037642	HOT COLES	IN MOCEAN GROUP L.L.C.
22.	73695819	COLE FOR KIDS	IN MOCEAN GROUP L.L.C.
23.	73749909	COLE MINORS	IN MOCEAN GROUP L.L.C.
24.	73560067	CATALINA	IN MOCEAN GROUP L.L.C.
25.	73491290	COLE	IN MOCEAN GROUP L.L.C.
26.	72278190	CATALINA JRS	IN MOCEAN GROUP L.L.C.
27.	72234593	Design Only	IN MOCEAN GROUP L.L.C.
28.	72234592	CATALINA	IN MOCEAN GROUP L.L.C.
29.	72133054	COLE OF CALIFORNIA	IN MOCEAN GROUP L.L.C.
30.	71646845	CATALINA	IN MOCEAN GROUP L.L.C.
31.	71516602	Design Only	IN MOCEAN GROUP L.L.C.
32.	71482730	CATALINA	IN MOCEAN GROUP L.L.C.
33.	71475897	CATALINA	IN MOCEAN GROUP L.L.C.
34.	71248319	CATALINA	IN MOCEAN GROUP L.L.C.



**TRADEMARK COLLATERAL ASSIGNMENT
AND SECURITY AGREEMENT**

THIS TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT (as amended, supplemented or modified from time to time, this "Agreement") is made this 10th day of December, 2009 between **IN MOCEAN GROUP, LLC** ("Debtor"), having its chief executive office at 501 Seventh Avenue, New York, New York 10018 and **WELLS FARGO TRADE CAPITAL SERVICES, INC.** ("Secured Party"), having a principal place of business at 100 Park Avenue, New York, New York 10017.

WITNESSETH:

WHEREAS, Debtor has adopted, used and is using, and is the owner of the entire right, title, and interest in and to the trademarks and applications described in Schedule A hereto and made a part hereof; and

WHEREAS, Secured Party has entered or is about to enter into certain financing arrangements with Debtor pursuant to that certain Loan and Security Agreement, dated as of the date hereof (as the same now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, the "Loan Agreement"), pursuant to which Secured Party may make loans and advances and provide other financial accommodations to Debtor, and the other agreements, notes, documents and instruments referred to therein or at any time executed and/or delivered in connection therewith or related thereto, including, but not limited to, this Agreement (all of the foregoing, together with the Loan Agreement and the Other Documents (as defined in the Loan Agreement), as the same now exist or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, being collectively referred to herein as the "Financing Agreements"); and

WHEREAS, in order to induce Secured Party to enter into the Loan Agreement and the other Financing Agreements and to make loans and advances and provide other financial accommodations to Debtor pursuant thereto, Debtor has agreed to grant to Secured Party certain collateral security as set forth herein;

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor hereby agrees as follows:

1. **GRANT OF SECURITY INTEREST**

As collateral security for the prompt performance, observance and indefeasible payment in full of all of the Obligations (as hereinafter defined), Debtor hereby grants to Secured Party a collateral security interest in and a general lien upon, and a conditional assignment of, the following (being collectively referred to herein as the "Collateral"): (a) all of Debtor's now existing or hereafter acquired right, title, and interest in and to: trademarks, trade names, tradestyles and service marks; all prints and labels on which said trademarks, trade names, tradestyles and service marks appear, have appeared or will appear, and all designs and general intangibles of a like nature; all applications, registrations and recordings relating to the foregoing in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof, any political subdivision thereof or in any other countries, and all reissues, extensions and renewals thereof including the trademarks and trademark application described in Schedule A hereto (the "Trademarks"); (b) the goodwill of the business symbolized by each of the Trademarks, including, without limitation, all customer lists and other records relating to the distribution of products or services bearing the Trademarks; (c) all income, fees, royalties

and other payments at any time due or payable to Debtor with respect to any Trademarks, including, without limitation, payments under all licenses heretofore or at any time hereafter entered into by Debtor in connection therewith; (d) Debtor's right to sue for the past and present and future infringements thereof and all future infringements thereof; (e) all rights of Debtor corresponding thereto throughout the world; and (f) any and all other proceeds of any of the foregoing, including, without limitation, all damages and payments or claims by Debtor against third parties for past or future infringement of the Trademarks.

2. **OBLIGATIONS SECURED**

The security interest, lien and other interests granted to Secured Party pursuant to this Agreement shall secure the prompt performance, observance and payment in full of all amounts of any nature whatsoever, direct or indirect, absolute or contingent, due or to become due, arising or incurred heretofore or hereafter, arising under this Agreement or the Financing Agreements or by operation of law, now or hereafter owing by Debtor to Secured Party or to any parent, subsidiary or affiliate of Secured Party. Said amounts include, but are not limited to, all advances, loans, interest, charges, costs, fees and expenses, however evidenced, whether arising under this Agreement, the other Financing Agreements or by operation of law and whether incurred by Debtor as principal, surety, endorser, guarantor or otherwise (all hereinafter referred to as "Obligations").

3. **REPRESENTATIONS, WARRANTIES AND COVENANTS**

Debtor hereby represents, warrants and covenants with and to Secured Party the following (all of such representations, warranties and covenants being continuing so long as any of the Obligations are outstanding) the truth and accuracy of which, or compliance within, being a continuing condition of the making of loans and advances and other financial accommodations by Secured Party to Debtor under the Agreements:

(a) Debtor shall pay and perform all of the Obligations according to their terms.

(b) All of the existing Collateral is valid and subsisting in full force and effect, and Debtor owns the sole, full and clear title thereto, and the right and power to grant the security interest and conditional assignment granted hereunder. Debtor shall, at Debtor's expense, perform all acts and execute all documents necessary to maintain the existence of the Collateral consisting of registered Trademarks as registered trademarks and to maintain all of the Collateral as valid and subsisting, including, without limitation, the filing of any renewal affidavits and applications. The Collateral is not subject to any liens, claims, mortgages, assignments, licenses, security interests or encumbrances of any nature whatsoever, except: (i) the security interests granted hereunder and (ii) the licenses referred to in Section 3(e) below.

(c) Debtor shall not assign, sell, mortgage, lease, transfer, pledge, hypothecate, grant a security interest in or lien upon, encumber or otherwise dispose of any of the Collateral, in each case without the prior written consent of Secured Party, which consent shall not be unreasonably withheld, delayed or conditioned, except as otherwise permitted herein. Debtor may grant an exclusive or non-exclusive license relating to the Collateral in the ordinary course of Debtor's business upon not less than ten business days prior written notice to Secured Party. Nothing in this Agreement shall be deemed a consent by Secured Party to any such action, except as such action is expressly permitted hereunder.

(d) Debtor shall, at Debtor's expense, promptly perform all acts and execute all documents requested at any time by Secured Party to evidence, perfect, maintain, record or enforce the security interest in and conditional assignment of the Collateral granted hereunder or to otherwise further the provisions of this Agreement. Debtor hereby authorizes Secured Party to execute and file one or more

financing statements (or similar documents) with respect to the Collateral, signed only by Secured Party or as otherwise determined by Secured Party. Debtor further authorizes Secured Party to have this Agreement or any other similar security agreement filed with the United States Patent and Trademark Office or any other appropriate federal, state or government office.

(e) As of the date hereof, Debtor does not have any Trademarks registered, or the subject of pending applications, in the United States Patent and Trademark Office or any similar office or agency in the United States, any State thereof, any political subdivision thereof or in any other country, other than those described in Schedule A hereto and has not granted any licenses with respect thereto other than as set forth in Schedule B hereto.

(f) Debtor shall, concurrently with the execution and delivery of this Agreement, execute and deliver to Secured Party five (5) originals of a Special Power of Attorney in the form of Exhibit I annexed hereto for the implementation of the assignment, sale or other disposition of the Collateral pursuant to Secured Party's exercise of the rights and remedies granted to Secured Party hereunder.

(g) Secured Party may, in its discretion, pay any amount or do any act which Debtor fails to pay or do as required hereunder or as requested by Secured Party to preserve, defend, protect, maintain, record or enforce the Obligations, the Collateral or the security interest and conditional assignment granted hereunder, including, but not limited to, all filing or recording fees, court costs, collection charges, attorneys' fees and legal expenses. Debtor shall be liable to Secured Party for any such payment, which payment shall be deemed an advance by Secured Party to Debtor, shall be payable on demand together with interest at the highest rate then applicable to the indebtedness of Debtor to Secured Party set forth in the Loan Agreement and shall be part of the Obligations secured hereby.

(h) Debtor shall not file any application for the registration of a Trademark with the United States Patent and Trademark Office or any similar office or agency in the United States, any State thereof, any political subdivision thereof or in any other country, unless Debtor has given Secured Party thirty (30) days prior written notice of such action. If, after the date hereof, Debtor shall (i) obtain any registered Trademark, or apply for any such registration in the United States Patent and Trademark Office or in any similar office or agency in the United States, any State thereof, any political subdivision thereof or in any other country or (ii) become an owner of any trademark registrations or applications for trademark registration used in the United States, any State thereof, any political subdivision thereof or in any other country, the provisions of Section 1 hereof shall automatically apply thereto. Upon the request of Secured Party, Debtor shall promptly execute and deliver to Secured Party any and all assignments, agreements, instruments, documents, and such other papers as may be requested by Secured Party to evidence the security interests in and conditional assignment of such Trademark in favor of Secured Party.

(i) Debtor has not abandoned any of the Trademarks and Debtor shall not do any act, nor omit to do any act, whereby the Trademarks may become invalidated, unenforceable, avoided or avoidable. Debtor shall notify Secured Party promptly if it knows or has reason to know of any reason why any application, registration, or recording with respect to the Trademarks may become canceled, invalidated, avoided or avoidable.

(j) Debtor shall render any reasonable assistance, as Secured Party shall determine is necessary, to Secured Party in any proceeding before the United States Patent and Trademark Office, any federal or state court, or any similar office or agency in the United States, any State thereof, any political subdivision thereof or in any other country, to maintain such application and registration of the

Trademarks as Debtor's exclusive property and to protect Secured Party's interest therein, including, without limitation, filing of renewals.

(k) No material infringement or unauthorized use presently is being made of any of the Trademarks that would adversely affect in any material respect the fair market value of the Collateral or the benefits of this Agreement granted to Secured Party, including, without limitation, the validity, priority or perfection of the security interest granted herein or the remedies of Secured Party hereunder. Debtor shall promptly notify Secured Party if Debtor (or any affiliate or subsidiary thereof) learns of any use by any person of any process or product which infringes upon any Trademark. If requested by Secured Party, Debtor, at Debtor's expense, shall join with Secured Party in such action as Secured Party, in Secured Party's discretion, may deem advisable for the protection of Secured Party's interest in and to the Trademarks.

(l) Debtor assumes all responsibility and liability arising from the use of the Trademarks and Debtor hereby indemnifies and holds Secured Party harmless from and against any claim, suit, loss, damage, or expense (including attorneys' fees and legal expenses) arising out of any alleged defect in any service or product manufactured, promoted, or sold by Debtor (or any affiliate or subsidiary thereof) in connection with any Trademark or out of the manufacture, promotion, labeling, sale or advertisement of any such product or service by Debtor (or any affiliate or subsidiary thereof). The foregoing indemnity shall survive the payment of the Obligations, the termination of this Agreement and the termination or non-renewal of the Loan Agreement.

(m) Debtor shall promptly pay Secured Party for any and all expenditures made by Secured Party pursuant to the provisions of this Agreement or for the defense, protection, or enforcement of the Obligations, the Collateral, or the security interests and conditional assignment granted hereunder, including, but not limited to, all filing or recording fees, court costs, collection charges, travel expenses, and reasonable attorneys' fees and legal expenses. Such expenditures shall be payable on demand, together with interest at the rate then applicable to the indebtedness of Debtor to Secured Party set forth in the Loan Agreement and shall be part of the Obligations secured hereby.

4. EVENTS OF DEFAULT

All Obligations shall become immediately due and payable, without notice or demand, at the option of Secured Party, upon the occurrence of any one or more defaults or events of default under this Agreement, the Loan Agreement, or any of the other Financing Agreements to which Debtor is a party (each an "Event of Default" hereunder).

5. RIGHTS AND REMEDIES

Upon the occurrence of any such Event of Default, and at any time thereafter, in addition to all other rights and remedies of Secured Party, whether provided under this Agreement, the Loan Agreement, the other Financing Agreements, applicable law or otherwise, Secured Party shall have the following rights and remedies which may be exercised without notice to, or consent by, Debtor except as such notice or consent is expressly provided for hereunder:

(a) Secured Party may require that neither Debtor nor any affiliate or subsidiary of Debtor make any use of the Trademarks for any purpose whatsoever. Secured Party may make use of any Trademarks for the sale of goods, completion of work-in-process or rendering of services in connection with enforcing any other security interest granted to Secured Party by Debtor or any subsidiary or affiliate of Debtor or for such other reason as Secured Party may determine.

(b) Secured Party may grant such license or licenses relating to the Collateral for such term or terms, on such conditions, and in such manner, as Secured Party shall in its discretion deem appropriate. Such license or licenses may be general, special or otherwise, and may be granted on an exclusive or non-exclusive basis throughout all or any part of the United States of America, its territories and possessions, and all foreign countries.

(c) Secured Party may assign, sell or otherwise dispose of the Collateral or any part thereof, either with or without special conditions or stipulations except that if notice to Debtor of intended disposition of Collateral is required by law, the giving of ten (10) days prior written notice to Debtor of any proposed disposition shall be deemed reasonable notice thereof and Debtor waives any other notice with respect thereto. Secured Party shall have the power to buy the Collateral or any part thereof, and Secured Party shall also have the power to execute assurances and perform all other acts which Secured Party may, in its discretion, deem appropriate or proper to complete such assignment, sale, or disposition. In any such event, Debtor shall be liable for any deficiency.

(d) In addition to the foregoing, in order to implement the assignment, sale or other disposition of any of the Collateral pursuant to the terms hereof, Secured Party may at any time execute and deliver on behalf of Debtor, pursuant to the authority granted in the Powers of Attorney described in Section 3(f) hereof, one or more instruments of assignment of the Trademarks (or any application, registration, or recording relating thereto), in form suitable for filing, recording, or registration. Debtor agrees to pay Secured Party on demand all costs incurred in any such transfer of the Collateral, including, but not limited to, any taxes, fees, and attorneys' fees and legal expenses. Debtor agrees that Secured Party has no obligation to preserve rights to the Trademarks against any other parties.

(e) Secured Party may first apply the proceeds actually received from any such license, assignment, sale or other disposition of any of the Collateral to the costs and expenses thereof, including, without limitation, attorneys' fees and all legal, travel and other expenses which may be incurred by Secured Party. Thereafter, Secured Party may apply any remaining proceeds to such of the Obligations as Secured Party may in its discretion determine. Debtor shall remain liable to Secured Party for any of the Obligations remaining unpaid after the application of such proceeds, and Debtor shall pay Secured Party on demand any such unpaid amount, together with interest at the rate then applicable to the indebtedness of Debtor to Secured Party set forth in the Financing Agreements.

(f) Debtor shall supply to Secured Party or to Secured Party's designee, Debtor's knowledge and expertise relating to the manufacture, sale and distribution of the products and rendition of services to which the Trademarks relate.

(g) Nothing contained herein shall be construed as requiring Secured Party to take any such action at any time. All of Secured Party's rights and remedies, whether provided under this Agreement, the Loan Agreement, the other Financing Agreements, applicable law or otherwise, shall be cumulative and none is exclusive. Such rights and remedies may be enforced alternatively, successively, or concurrently.

6. **JURY TRIAL WAIVER; OTHER WAIVERS AND CONSENTS; GOVERNING LAW**

(a) This Agreement is made and is to be performed under the laws of the State of New York and shall be governed by and construed and enforced in accordance with said law, excluding any principles of any conflicts of laws or other rule of law that would result in the application of the law of any jurisdiction other than the laws of the State of New York. Debtor and Secured Party expressly submit and consent to the jurisdiction of the state and federal courts located in the County of New York, State of

New York with respect to any controversy arising out of or relating to this Agreement or any amendment or supplement thereto or to any transactions in connection therewith. Debtor and Secured Party irrevocably waive all claims, obligations and defenses that Debtor or Secured Party, as applicable, may have regarding such court's personal or subject matter jurisdiction, venue or inconvenient forum. Nothing herein shall limit the right of Secured Party to bring proceedings against Debtor in any other court. Each of the parties to this Agreement hereby waives personal service of any summons or complaint or other process or papers to be issued in any action or proceeding involving any such controversy and hereby agrees that service of such summons or complaint or process may be made by registered or certified mail to the other party at the address appearing on the signature page hereto.

(b) FACTOR AND CLIENT DO HEREBY WAIVE ANY AND ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING OF ANY KIND ARISING ON, OUT OF, BY REASON OF, OR RELATING IN WAY TO, THIS AGREEMENT OR THE INTERPRETATION OR ENFORCEMENT THEREOF OR TO ANY TRANSACTIONS HEREUNDER.

(c) Debtor waives presentment and protest of any instruments and all notices thereof, notice of default and all other notices to which it might otherwise be entitled.

(d) Secured Party shall not have any liability to Debtor (whether in tort, contract, equity or otherwise) for losses suffered by Debtor in connection with, arising out of, or in any way related to the transactions or relationships contemplated by this Agreement, or any act, omission or event occurring in connection herewith, unless it is determined by a final and non-appealable judgment or court order binding on Secured Party that the losses were the result of acts or omissions constituting gross negligence or willful misconduct.

7. MISCELLANEOUS

(a) Unless otherwise specified herein, all notices pursuant to this Agreement shall be in writing and sent either (i) by hand, (ii) by certified mail, return receipt requested, or (iii) by recognized overnight courier service, to the other party at the address set forth herein, or to such other addresses as a party may from time to time furnish to the other party by notice. Any notice hereunder shall be deemed to have been given on (x) the day of hand delivery, (y) the third business day after the day it is deposited in the U.S. Mail, if sent as aforesaid, or (z) the day after it is delivered to a recognized overnight courier service with instructions for next day delivery.

(b) All references to the plural herein shall also mean the singular and to the singular shall also mean the plural. All references to Debtor and Secured Party pursuant to the definitions set forth in the recitals hereto, or to any other person herein, shall include their respective successors and assigns. The words "hereof," "herein," "hereunder," "this Agreement" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not any particular provision of this Agreement and as this Agreement now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced. All references to the term "Person" or "person" herein shall mean any individual, sole proprietorship, partnership, corporation (including, without limitation, any corporation which elects subchapter S status under the Internal Revenue Code of 1986, as amended), limited liability company or limited liability participation, business trust, unincorporated association, joint stock company, trust, joint venture or other entity or any government or any agency or instrumentality or political subdivision thereof.

(c) This Agreement, the other Financing Agreements and any other document referred to herein or therein shall be binding upon Debtor and its successors and assigns and inure to the benefit of and be enforceable by Secured Party and its successors and assigns.

(d) No failure or delay by Secured Party in exercising any of its powers or rights hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any such power or right preclude other or further exercise thereof or the exercise of any other right or power. Secured Party's rights, remedies and benefits hereunder are cumulative and not exclusive of any other rights, remedies or benefits which Secured Party may have. No waiver by Secured Party will be effective unless in writing and then only to the extent specifically stated.

(e) If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, such invalidity or unenforceability shall not invalidate this Agreement as a whole, but this Agreement shall be construed as though it did not contain the particular provision held to be invalid or unenforceable and the rights and obligations of the parties shall be construed and enforced only to such extent as shall be permitted by applicable law.

(f) This Agreement and the documents executed concurrently herewith contain the entire understanding between Debtor and Secured Party and supersede all prior agreements and understandings, if any, relating to the subject matter hereof. Any promises, representations, warranties or guarantees not herein contained (or contained in the Loan Agreement or the Financing Agreements) and hereinafter made shall have no force and effect unless in writing, signed by Debtor's and Secured Party's respective officers. Neither this Agreement nor any portion or provisions hereof may be changed, modified, amended, waived, supplemented, discharged, cancelled or terminated orally or by any course of dealing, or in any manner other than by an agreement in writing, signed by the party to be charged. Each Debtor acknowledges that it has been advised by counsel in connection with the execution of this Agreement and the other Financing Agreements and is not relying upon oral representations or statements inconsistent with the terms and provisions of this Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, Debtor and Secured Party have executed this Agreement as of the day and year first above written.

IN MOCEAN GROUP, LLC

By:  _____

Title: CEO _____

Address: 501 Seventh Avenue
New York, New York 10018

**WELLS FARGO TRADE CAPITAL
SERVICES, INC.**

By: _____

Title: _____

Address: 100 Park Avenue
New York, New York 10017

Trademark Collateral Assignment and Security
Agreement

IN WITNESS WHEREOF, Debtor and Secured Party have executed this Agreement as of the day and year first above written.

IN MOCEAN GROUP, LLC

By: _____

Title: _____

Address: 501 Seventh Avenue
New York, New York 10018

**WELLS FARGO TRADE CAPITAL
SERVICES, INC.**

By:  _____

Title: SVP _____

Address: 100 Park Avenue
New York, New York 10017

Trademark Collateral Assignment and Security
Agreement

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

As of this 14 day of December, 2009, before me personally came Michael Haran, to me known, who being duly sworn, did depose and say, that s/he is a CEO of IN MOCEAN GROUP, LLC, the limited liability company described in and which executed the foregoing instrument; and that s/he signed his/her name thereto with the authorization of the managers of said limited liability company.


Notary Public

STEVEN M. GERBER
Notary Public, State of New York
No. 02GE5003966
Qualified in New York County
Commission Expires Nov. 9, 2010

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

As of this _____ day of December, 2009, before me personally came _____ to me known, who, being duly sworn, did depose and say, that s/he is a _____ of WELLS FARGO TRADE CAPITAL SERVICES, INC., the corporation described in and which executed the foregoing instrument; and that s/he signed his/her name thereto by order of the board of directors of said corporation.

Notary Public

Trademark Collateral Assignment and Security Agreement

TRADEMARK
REEL: 004129 FRAME: 0430

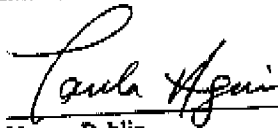
STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

As of this _____ day of December, 2009, before me personally came _____, to me known, who being duly sworn, did depose and say, that s/he is a _____ of IN MOCEAN GROUP, LLC, the limited liability company described in and which executed the foregoing instrument; and that s/he signed his/her name thereto with the authorization of the managers of said limited liability company.

Notary Public

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

As of this 11th day of December, 2009, before me personally came GEORGE EDWARDS, to me known, who, being duly sworn, did depose and say, that s/he is a SVP of WELLS FARGO TRADE CAPITAL SERVICES, INC., the corporation described in and which executed the foregoing instrument; and that s/he signed his/her name thereto by order of the board of directors of said corporation.



Notary Public

PAULA AGRUS
Notary Public, State of New York
No. 01AG0057869
Qualified in New York County
Commission Expires April 30, 2011

Trademark Collateral Assignment and Security
Agreement

TRADEMARK
REEL: 004129 FRAME: 0431

**SCHEDULE A
TO
TRADEMARK COLLATERAL ASSIGNMENT
AND SECURITY AGREEMENT**

LIST OF TRADEMARKS AND APPLICATIONS

	<u>Serial Number</u>	<u>Mark</u>	<u>Owner</u>
1.	78816329	PURE CATALINA	IN MOCEAN GROUP L.L.C.
2.	77735792	COLORS DO BRAZIL	IN MOCEAN GROUP LLC
3.	77165363	COLE OF CALIFORNIA	IN MOCEAN GROUP L.L.C.
4.	76700007	IMDM	IN MOCEAN GROUP LLC
5.	76700006	LA MAISON DE MAILLOT	IN MOCEAN GROUP L.L.C.
6.	76700005	AQUATIQUE	IN MOCEAN GROUP LLC
7.	76969960	SWIMTEX	IN MOCEAN GROUP LLC
8.	76697264	OPTIONS BY CATALINA	IN MOCEAN GROUP L.L.C.
9.	76697249	SUDDENLY SLIM IN ALL THE RIGHT PLACES	IN MOCEAN GROUP L.L.C.
10.	76696202	CREATE YOUR OWN BIKINI	IN MOCEAN GROUP LLC
11.	76416582	REVERSEABLES	IN MOCEAN GROUP LLC
12.	76417133	HOT COLES	IN MOCEAN GROUP L.L.C.
13.	76440280	@ THE BEACH	IN MOCEAN GROUP LLC
14.	76590934	SOLARIZE	IN MOCEAN GROUP L.L.C.
15.	76630583	TATOOABLES	IN MOCEAN GROUP LLC
16.	76364751	CATALINA OCEAN GEAR	IN MOCEAN GROUP L.L.C.
17.	76284623	ANGEL BEACH	IN MOCEAN GROUP LLC
18.	75978433	CATALINA	IN MOCEAN GROUP L.L.C.
19.	75201307	IBIZA	IN MOCEAN GROUP L.L.C.
20.	74338528	TAHITI	IN MOCEAN GROUP L.L.C.
21.	74037642	HOT COLES	IN MOCEAN GROUP L.L.C.

22.	73695819	COLE FOR KIDS	IN MOCEAN GROUP L.L.C.
23.	73749909	COLE MINORS	IN MOCEAN GROUP L.L.C.
24.	73560067	CATALINA	IN MOCEAN GROUP L.L.C.
25.	73491290	COLE	IN MOCEAN GROUP L.L.C.
26.	72278190	CATALINA JRS	IN MOCEAN GROUP L.L.C.
27.	72234593	Design Only	IN MOCEAN GROUP L.L.C.
28.	72234592	CATALINA	IN MOCEAN GROUP L.L.C.
29.	72133054	COLE OF CALIFORNIA	IN MOCEAN GROUP L.L.C.
30.	71646845	CATALINA	IN MOCEAN GROUP L.L.C.
31.	71516602	Design Only	IN MOCEAN GROUP L.L.C.
32.	71482730	CATALINA	IN MOCEAN GROUP L.L.C.
33.	71475897	CATALINA	IN MOCEAN GROUP L.L.C.
34.	71248319	CATALINA	IN MOCEAN GROUP L.L.C.

**SCHEDULE B
TO
TRADEMARK COLLATERAL ASSIGNMENT
AND SECURITY AGREEMENT**

LICENSES

None.

1394993.3

**EXHIBIT 1
TO
TRADEMARK COLLATERAL ASSIGNMENT
AND SECURITY AGREEMENT**

SPECIAL POWER OF ATTORNEY

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

KNOW ALL MEN BY THESE PRESENTS, that IN MOCEAN GROUP, LLC ("Debtor"), having its chief executive office at 501 Seventh Avenue, New York, New York 10018, hereby appoints and constitutes WELLS FARGO TRADE CAPITAL SERVICES, INC. ("Secured Party"), and each officer thereof, its true and lawful attorney, with full power of substitution and with full power and authority to perform the following acts on behalf of Debtor:

1. Execution and delivery of any and all agreements, documents, instrument of assignment, or other papers which Secured Party, in its discretion, deems necessary or advisable for the purpose of assigning, selling, or otherwise disposing of all right, title, and interest of Debtor in and to any trademarks and all registrations, recordings, reissues, extensions, and renewals thereof, or for the purpose of recording, registering and filing of, or accomplishing any other formality with respect to the foregoing.

2. Execution and delivery of any and all documents, statements, certificates or other papers which Secured Party, in its discretion, deems necessary or advisable to further the purposes described in Subparagraph 1 hereof.

This Power of Attorney is made pursuant to a Trademark Collateral Assignment and Security Agreement, dated as of the date hereof, between Debtor and Secured Party (the "Agreement") and is subject to the terms and provisions thereof. This Power of Attorney, being coupled with an interest, is irrevocable until all "Obligations," as such term is defined in the Agreement, are paid in full and the Agreement is terminated in writing by Secured Party.

Dated: December ____, 2009

IN MOCEAN GROUP, LLC

By: _____

Title: _____

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

As of this _____ day of December, 2009, before me personally came _____, to me known, who being duly sworn, did depose and say, that s/he is a _____ of IN MOCEAN GROUP, LLC, the limited liability company described in and which executed the foregoing instrument; and that s/he signed his/her name thereto with the authorization of the managers of said limited liability company.

Notary Public