

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Casual Living Acquisition, LLC		02/11/2010	LIMITED LIABILITY COMPANY: MASSACHUSETTS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Wachovia Bank, National Association, as Agent		
<b>Street Address:</b>	One Boston Place		
<b>Internal Address:</b>	18th Floor		
<b>City:</b>	Boston		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	02108		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	1647767	CASUAL LIVING	
Registration Number:	1671411	CASUAL LIVING U.S.A.	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(703)415-1557		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	703-415-1555		
<b>Email:</b>	mail@specializedpatent.com		
<b>Correspondent Name:</b>	Christopher E. Kondracki		
<b>Address Line 1:</b>	1501 Wilson Boulevard		
<b>Address Line 2:</b>	Suite 510		
<b>Address Line 4:</b>	Arlington, VIRGINIA 22209		
<b>ATTORNEY DOCKET NUMBER:</b>	1002805B		
<b>NAME OF SUBMITTER:</b>	Christopher E. Kondracki		

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**900156439**

**TRADEMARK  
 REEL: 004162 FRAME: 0380**

Signature:	/Christopher E. Kondracki/
Date:	03/05/2010
Total Attachments: 8 source=Riemer Filing 1002805#page1.tif source=Riemer Filing 1002805#page2.tif source=Riemer Filing 1002805#page3.tif source=Riemer Filing 1002805#page4.tif source=Riemer Filing 1002805#page5.tif source=Riemer Filing 1002805#page6.tif source=Riemer Filing 1002805#page7.tif source=Riemer Filing 1002805#page8.tif	

## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (as may be amended, restated, supplemented or otherwise modified from time to time, this "Trademark Security Agreement"), dated as of February 11, 2010, is by CASUAL LIVING ACQUISITION, LLC, a Massachusetts limited liability company (the "Grantor"), in favor of WACHOVIA BANK, NATIONAL ASSOCIATION, a national banking association, in its capacity as agent pursuant to the Loan Agreement (as hereinafter defined) acting for and on behalf of the parties thereto as lenders and as otherwise provided therein (in such capacity, "Agent").

### WITNESSETH:

WHEREAS, Agent and the parties to the Loan Agreement as lenders (each individually, a "Lender" and collectively, "Lenders") have entered into financing arrangements pursuant to which Lenders (or Agent on behalf of Lenders) may make loans and advances and provide other financial accommodations to Grantor as set forth in the Loan and Security Agreement, dated as of October 17, 2008, by, among others, Agent, Lenders, Grantor and certain affiliates of Grantor (as the same now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, the "Loan Agreement") and other agreements, 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, 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").

WHEREAS, under the terms of the Loan Agreement, Grantor has granted a security interest in certain property, including, without limitation, certain of its Intellectual Property, to the Agent, for itself and the benefit of the other Secured Parties, to secure the payment and performance of the Obligations and has agreed as a condition thereof to execute this Trademark Security Agreement for recording with the United States Patent and Trademark Office.

WHEREAS, this Trademark Security Agreement is supplemental to the provisions contained in the Loan Agreement and, in the event of an inconsistency among them, the Loan Agreement shall control over this Trademark Security Agreement.

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 hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Loan Agreement.
2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to the Agent, for itself and the benefit of the other Lenders, a security interest in and continuing lien on all of Grantor's right, title and interest in, to and under the following, whether now owned or existing or hereafter acquired or arising and wherever located (collectively, the "Trademark Collateral"):

(a) trademarks, servicemarks, trade names, trade styles and all applications, registrations and recordings relating to any of the foregoing as may be filed in the United States Patent and Trademark Office, any State thereof, any political subdivision thereof or in any similar office or agency in any other country or jurisdiction, including, but not limited to, the United States trademark registrations and applications referred to on Schedule I hereto (as such schedule may be amended or supplemented from time to time);

(b) all rights of Grantor in all present and future agreements containing a license of trademarks, servicemarks, trade names or trade styles to Grantor (subject to the rights of the licensors therein) pertaining to the foregoing;

(c) all rights and privileges arising under applicable law with respect to Grantor's use of any of the foregoing;

(d) all extensions, renewals, reissues, divisions, continuations, and continuations-in-part of any of the foregoing;

(e) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill;

(f) goodwill (including any goodwill associated with any trademark or servicemark, or the license of any trademark or servicemark); and

(g) all Proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages, and proceeds of suit.

3. **LOAN AND SECURITY AGREEMENT.** The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to the Agent, for itself and the benefit of the other Secured Parties, pursuant to the Loan Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of the Agent and Secured Parties with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Loan Agreement, the provisions of the Loan Agreement shall control. Grantor shall, concurrently with the execution and delivery of this Trademark Security Agreement, execute and deliver to Agent five (5) originals of a Special Power of Attorney in the form of Exhibit A annexed hereto for the exercise of the rights and remedies granted to Agent under the Financing Agreements.

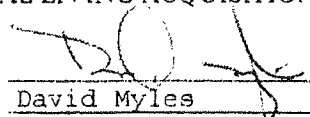
4. **GOVERNING LAW.** The validity, interpretation and enforcement of this Trademark Security Agreement and any dispute arising out of the relationship between the parties hereto, whether in contract, tort, equity or otherwise, shall be governed by the internal laws of the State of New York but excluding any principles of conflicts of law or other rule of law that would cause the application of the law of any jurisdiction other than the laws of the State of New York.

5. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall have the same force and effect as the delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall also deliver an original executed counterpart, but the failure to do so shall not affect the validity, enforceability or binding effect of this Trademark Security Agreement.

**[SIGNATURE PAGE FOLLOWS]**

IN WITNESS WHEREOF, Grantor and Agent have executed this Agreement as of the day and year first above written.

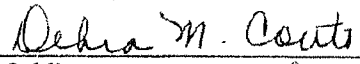
CASUAL LIVING ACQUISITION, LLC

By:   
Name: David Myles  
Title: President

ACKNOWLEDGMENT OF GRANTOR

STATE OF Massachusetts  
COUNTY OF Bristol ) ss.

On this 11<sup>th</sup> day of February, 2010 before me personally appeared David Myles, who proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Casual Living Acquisition, LLC, who being by me duly sworn did depose and say that he is an authorized officer of said company, that the said instrument was signed on behalf of said company as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said company.

  
Notary Public Debra M. Couto

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[SIGNATURES CONTINUED ON NEXT PAGE]

[Signature Page to Trademark Security Agreement]

[SIGNATURES CONTINUED FROM PREVIOUS PAGE]

WACHOVIA BANK, NATIONAL  
ASSOCIATION  
as Agent

By:

  
Name: Matthew N. Williams

Title: Senior Vice President

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 004162 FRAME: 0386**

**SCHEDULE I**  
**to**  
**TRADEMARK SECURITY AGREEMENT**  
**TRADEMARK REGISTRATIONS**

**List of Trademarks and Trademark Applications**

**TRADEMARKS**

<b>Mark</b>	<b>Jurisdiction</b>	<b>Serial No./ Filing Date</b>	<b>Reg. No./ Reg. Date</b>	<b>Status</b>	<b>Current Owner</b>
CASUAL LIVING	U.S.	74/034367/ 3/5/90	1,647,767/ 6/11/91	REGISTERED	Casual Living Acquisition, LLC
CASUAL LIVING U.S.A.	U.S.	74/109876 10/29/90	1,671,411/ 1/7/92	REGISTERED	Casual Living Acquisition, LLC





STATE OF \_\_\_\_\_ )

COUNTY OF \_\_\_\_\_ )

ss.

On this \_\_\_\_ day of \_\_\_\_\_, 2010 before me personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Casual Living Acquisition, LLC, who being by me duly sworn did depose and say that he is an authorized officer of said company, that the said instrument was signed on behalf of said company as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said company.

\_\_\_\_\_  
Notary Public

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