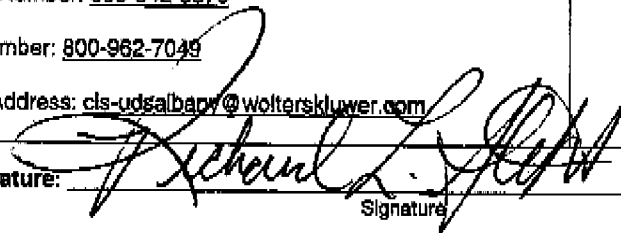


**RECORDATION FORM COVER SHEET
 TRADEMARKS ONLY**

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

<p>1. Name of conveying party(ies)/Execution Date(s): Fame Jeans Inc./Les Jeans Fame Inc.</p> <p><input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-State <input type="checkbox"/> Other: _____</p> <p>Citizenship (see guidelines) <u>Canada</u> Execution Date(s) <u>3/29/2010</u> Additional names of conveying parties attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies)</p> <p>Additional names, addresses, or citizenship attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>Name: <u>Roynat Inc.</u></p> <p>Internal Address: _____</p> <p>Street Address: <u>40 King Street West, 25th Floor</u> City: <u>Toronto, Province of Ontario</u> State: _____ Country: <u>Canada</u> Zip: <u>M5H 1H1</u></p> <p><input type="checkbox"/> Association Citizenship _____ <input type="checkbox"/> General Partnership Citizenship _____ <input type="checkbox"/> Limited Partnership Citizenship _____ <input checked="" type="checkbox"/> Corporation Citizenship <u>Canada</u> <input type="checkbox"/> Other <input type="checkbox"/> Citizenship</p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (Designations must be a separate document from assignment)</p>
<p>3. Nature of conveyance:</p> <p><input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____</p>	<p>4. Application number(s) or registration number(s) and identification or description of the Trademark.</p> <p>A. Trademark Application No.(s) SEE SCHEDULE A ANNEXED HERETO B. Trademark Registration No.(s) SEE SCHEDULE A ANNEXED HERETO</p> <p align="right">Additional sheet(s) attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p>C. Identification or Description of Trademark(s) (and Filing Data if Application or Registration Number is unknown) SEE SCHEDULE A ANNEXED HERETO</p>	
<p>5. Name address of party to whom correspondence concerning document should be mailed: Name: <u>Susan O'Brien</u></p> <p>Internal Address: <u>CT Lien Solutions</u></p> <p>Street Address: <u>187 Wolf Road - Suite 101</u> City: <u>Albany</u> State: <u>New York</u> Zip: <u>12205</u></p> <p>Phone Number: <u>800-342-3676</u> Fax Number: <u>800-962-7049</u> Email Address: <u>cls-udsabany@wolterskluwer.com</u></p>	<p>6. Total number of applications and registrations involved: 16</p> <p>7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$415.00 <input type="checkbox"/> Authorized to be charged by credit card <input type="checkbox"/> Authorized to be charged to deposit account <input type="checkbox"/> Enclosed</p> <p>8. Payment Information:</p> <p>a. Credit Card Last 4 Numbers <u>5683</u> Expiration Date <u>10/12</u></p> <p>b. Deposit Account Number _____ Authorized User Name: _____</p>
<p>9. Signature:  _____ Signature</p> <p align="center">Richard L. Stehl Name of Person Signing</p>	<p align="right"><u>4-15-2010</u> Date</p> <p align="right">Total number of pages including cover sheet, attachments, and document. 15</p>

Documents to be recorded (including cover sheet) should be faxed to (703) 306-6996, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

OP \$415.00 78709302

SCHEDULE A TO
RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

Trademarks and Applications

TRADEMARKS:

Trademark: MISSION BAY
Status: Registered
Serial no: 78981065
Registration no: 3656035

Trademark: SPARKLE
Status: Registered
Serial no: 77754443
Registration no: 3736573

Trademark: US WEAR
Status: Registered
Serial no: 78091743
Registration no: 2947603

Trademark: INSTANT VINTAGE
Status: Registered
Serial no: 78723194
Registration no: 3323942

Trademark: JACK & JONES
Status: Pending
Serial no: 78350085

Trademark: MISSION BAY
Status: Pending
Serial no: 78709302

Trademark: JACK & JONES
Status: Pending
Serial no: 78979323

Trademark: CHALC INDUSTRY
Status: Registered
Serial no: 78542754
Registration no: 3073119

Trademark: BALL STAR
Status: Registered
Serial no: 75521944
Registration no: 2305662

Trademark: CASHMERE TOUCH & DESIGN
Status: Pending
Serial no: 77927302

Trademark: CUSTOM FIT & DESIGN
Status: Pending
Serial no: 77927228

Trademark: EITHER OR
Status: Pending
Serial no: 77872426

Trademark: RERUN
Status: Registered
Serial no: 76528410
Registration no: 2915679

Trademark: TOO SHY
Status: Registered
Serial no: 78394230
Registration no: 2968794

Trademark: TOO SHY! & DESIGN
Status: Registered
Serial no: 73591129
Registration no: 1412456

Trademark: TOTAL CONTROL & DESIGN
Status: Pending
Serial no: 77927276

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT made as of the 29th day of March, 2010 between **FAME JEANS INC./LES JEANS FAME INC.**, having its principal place of business at 850 McCaffrey Street, City of St-Laurent, Province of Quebec, Canada, postal code H4T 1N1 ("**Debtor**"), and **ROYNAT INC.**, having its principal place of business at 40 King Street West, 25th Floor, City of Toronto, Province of Ontario, Canada, postal code M5H 1H1 ("**Secured Party**").

A. SECURITY INTEREST.

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

WHEREAS, Secured Party has agreed to enter into or has entered into financing arrangements with Debtor, pursuant to a Loan Agreement bearing formal date March 15, 2010 (collectively, the "**Loan Agreement**") and various documents, instruments, notes, mortgages, guaranties and agreements delivered contemporaneously herewith in connection therewith (all of the foregoing, together with this Agreement, as the same may now exist or may hereafter be amended, modified, renewed, extended or supplemented, are collectively referred to herein as the "**Agreements**").

NOW, THEREFORE, in order to induce Secured Party to enter into the Agreements and in consideration thereof, Debtor hereby grants to Secured Party a security interest in: (a) all of Debtor's now existing or hereafter acquired right, title, and interest in and to: all of Debtor's trademarks, trade names, trade styles and service marks; all prints and labels on which said trademarks, trade names, trade styles 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 those trademarks, terms, design and applications 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; and (c) any and all proceeds of any of the foregoing, including, without limitation, any claims by Debtor against third parties for infringement of the Trademarks or any licenses with respect thereto (all of the foregoing are collectively referred to herein as the "**Collateral**").

B. OBLIGATIONS SECURED.

The security interests granted to Secured Party in this Agreement shall secure the prompt and indefeasible payment and performance of all now existing and future obligations, liabilities and indebtedness of Debtor to Secured Party of every kind, nature and description, direct or indirect, absolute or contingent, whether arising under this Agreement, the other Agreements, or any other agreement, document or instrument or by operation of law or otherwise, (all the foregoing hereinafter referred to as "**Obligations**").

C. WARRANTIES AND COVENANTS.

Debtor hereby covenants, represents and warrants, all of such covenants, representations and warranties being continuing in nature so long as any of the Obligations are outstanding, that:

1. Debtor will pay and perform all of the Obligations according to their terms.
2. All of the existing Collateral is valid and subsisting in full force and effect to Debtor's knowledge, and Debtor owns sole, full, and clear title thereto, and has the right and power to grant the security interests granted hereunder. Debtor will, at Debtor's expense, perform all acts and execute all documents necessary to maintain the existence of the Collateral as valid, subsisting and registered trademarks 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 the security interests granted hereunder, and the licenses, if any, which are specifically described in Schedule B hereto.
3. Debtor will not assign, sell, mortgage, lease, transfer, pledge, hypothecate, grant a security interest in or lien upon, encumber, grant an exclusive or non-exclusive license relating thereto, except to Secured Party, or otherwise dispose of any of the Collateral without the prior written consent of Secured Party.
4. Debtor will, at Debtor's expense, 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 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. Debtor further authorizes Secured Party to have this or any other similar Security Agreement filed with the Commissioner of Patents and Trademarks or other appropriate federal, state or government office.
5. Debtor will, concurrently with the execution and delivery of this Agreement, execute and deliver to Secured Party five (5) originals of a Power of Attorney in the form of Exhibit 1 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.
6. Secured Party may, in its sole 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 maintain and preserve the Collateral, defend, protect, record, amend or enforce the Obligations, the Collateral, or the security interest granted hereunder including but not limited to, all filing or recording fees, court costs, collection charges and reasonable attorneys' fees. Debtor will be liable to Secured Party for any such payment, which payment shall be deemed a borrowing by Debtor from Secured Party, and shall be payable on demand together with interest at the rate set forth in the Agreements and shall be part of the Obligations secured hereby.

7. As of the date hereof, Debtor does not have any Trademarks registered, or subject to pending applications, in the United States Patent and Trademark Office or any similar office or agency in the United States other than those described in Schedule A annexed hereto.

8. Debtor shall notify Secured Party in writing of the filing of 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 or any state therein within thirty (30) days of such filing. Upon request of Secured Party, Debtor shall 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 of Secured Party in such Trademark.

9. Debtor has not abandoned any of the Trademarks material to the conduct of its business and Debtor will not do any act, nor omit to do any act, whereby the Trademarks may become abandoned, canceled, invalidated, unenforceable, avoided, or avoidable. Debtor shall notify Secured Party immediately if Debtor knows or has reason to know of any reason why any application, registration, or recording may become abandoned, canceled, invalidated, unenforceable, avoided, or avoidable.

10. Debtor will render any assistance, as Secured Party may 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 or any state therein or 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, affidavits of use, affidavits of incontestability and opposition, interference, and cancellation proceedings.

11. Debtor will promptly notify Secured Party if Debtor (or any affiliate or subsidiary thereof) learns of any use by any person of any term or design likely to cause confusion with any Trademark or of any use by any person of any other 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.

12. 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 reasonable attorneys' fees) arising out of any alleged defect in any product manufactured, promoted, or sold by Debtor (or any affiliate or subsidiary thereof) in connection with any Trademark or out of the manufacture, promotion, labelling, sale or advertisement of any such product by Debtor (or any affiliate or subsidiary thereof).

13. In any action or proceeding instituted by Secured Party in connection with any matters arising at any time out of or with respect to this Agreement, Debtor will not interpose any counterclaim of any nature.

14. Prior to an Event of Default, Secured Party hereby grants to Debtor the exclusive nontransferable right and license to use the Trademarks and the goodwill of the

business symbolized by the marks for Debtor's own benefit. Debtor will maintain the quality of the products associated with the Trademarks at a level consistent with the quality at the time of this Agreement. Debtor will not change the quality of the products associated with the Trademarks without the Secured Party's prior written consent. Debtor hereby grants to Secured Party the right to visit Debtor's plants and facilities which manufacture or store products sold under any of the Trademarks and to inspect the products and quality-control records relating thereto at any time during regular business hours, or at such other times as Secured Party may reasonably request.

D. EVENT OF DEFAULT.

The occurrence of any "Event of Default" as set forth and defined in the Loan Agreement shall *ipso facto* and automatically constitute and be defined as an "Event of Default" hereunder.

E. 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 law, the Agreements or otherwise, and after expiration of any grace period, 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:

1. Secured Party may require that neither Debtor nor any affiliate or subsidiary of Debtor make any use of the Trademarks or any marks similar thereto for any purpose whatsoever. Secured Party may make use of any Trademarks for the sale of goods, or rendering of services in connection with enforcing any other security interest granted to Secured Party by Debtor or any subsidiary of Debtor.

2. 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 sole 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.

3. 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 Secured Party agrees to provide Debtor with seven (7) days prior written notice of any proposed disposition of the Collateral. Secured Party shall have the power to buy the Collateral. 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 Secured Party's sole discretion, deem appropriate or proper to complete such assignment, sale or disposition. In any such event, Debtor shall be liable for any deficiency.

4. In addition to the foregoing, in order to implement the assignment, sale, or other disposition of any of the Collateral pursuant to subparagraph E.3 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 subparagraph C.5 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.

5. Secured Party may apply the proceeds actually received from any such license, assignment, sale, or other disposition of Collateral first to the reasonable costs and expenses thereof, including, without limitation, reasonable 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 sole discretion determine. Debtor shall remain liable to Secured Party for any expenses or obligations remaining unpaid after the application of such proceeds, and Debtor will pay Secured Party on demand any such unpaid amount, together with interest at the rate set forth in the Agreements.

6. In the event that any such license, assignment, sale or disposition of the Collateral (or any part thereof) is made after the occurrence of an Event of Default, Debtor shall supply to Secured Party or Secured Party's designee Debtor's knowledge and expertise relating to the manufacture and sale of the products and services bearing the Trademarks and Debtor's customer lists and other records relating to the Trademarks and the distribution thereof.

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 law, the Agreements, this Agreement, or otherwise, shall be cumulative and none is exclusive. Such rights and remedies may be enforced alternatively, successively, or concurrently.

F. MISCELLANEOUS.

1. Any failure or delay by Secured Party to require strict performance by Debtor of any of the provisions, warranties, terms and conditions contained herein or in any other agreement, document, or instrument, shall not affect Secured Party's right to demand strict compliance and performance therewith, and any waiver of any default shall not waive or affect any other default, whether prior or subsequent thereto, and whether of the same or of a different type. None of the warranties, conditions, provisions, and terms contained herein or in any other agreement, document, or instrument shall be deemed to have been waived by any act or knowledge of Secured Party, its agents, officers, or employees, but only by an instrument in writing, signed by an officer of Secured Party and directed to Debtor, specifying such waiver.

2. All notices, requests and demands to or upon the respective parties hereto shall be deemed to have been duly given or made: if by hand, immediately upon delivery; if by telecopy (fax), telex or telegram, immediately upon receipt; if by any overnight delivery service, one day after dispatch; and if mailed by certified mail, return receipt requested, for five (5) days after mailing. All notices, requests and demands are to be given or made to the respective parties at the following addresses (or to such other addresses as either party may designate by notice in accordance with the provisions of this paragraph):

If to Debtor: **FAME JEANS INC./
LES JEANS FAME INC.**
850 McCaffrey Street
City of St-Laurent
Province of Quebec
Canada H4T 1N1
Attn: Alen Brandman, President

If to Secured Party: **ROYNAT INC.**
40 King Street West, 25th Floor
City of Toronto
Province of Ontario
Canada M5S 1H1
Attn: Director and Portfolio Manager

3. In the event that any term or provision of this Agreement conflicts with any term or provision of any of the Loan Agreement, the term or provision of the Loan Agreement shall control.

4. In the event that any provision hereof shall be deemed to be invalid by any court, such invalidity shall not affect the remainder of this Agreement.

5. This Agreement shall be binding upon and for the benefit of the parties hereto and their respective legal representatives, successors and assigns. No provision hereof shall be modified, altered or limited except by a written instrument expressly referring to this Agreement signed by the party to be charged thereby.

6. The security interest granted to Secured Party shall terminate and the Collateral will be reassigned to Debtor, at Debtor's sole expense, upon termination of the Loan Agreement and indefeasible payment in full to Secured Party of all Obligations thereunder.

7. The validity, interpretation and effect of this Agreement shall be governed by the laws of the United States of America and the laws of the State of New York. Debtor hereby irrevocably submits and consents to the nonexclusive jurisdiction of the State and Federal Courts located in the State of New York any other State where any Collateral is located with respect to any action or proceeding arising out of this Agreement, the Obligations, or any matter arising therefrom or relating thereto. In any such action or proceeding, Debtor waives personal service of the summons and complaint or other process and papers therein and agrees that the service thereof may be made by mail directed to Debtor at its chief executive office set forth herein or other address thereof of which Secured Party has received notice as provided herein, service to be deemed complete five (5) days after mailing, or as permitted under the rules of either of said Courts. Any such action or proceeding commenced by Debtor against Secured Party will be litigated only in a Federal Court located in the Southern District of New York, or a New York State Court located in New York County and Debtor waives any objection based on forum non conveniens and any objection to venue in connection therewith.

8. The parties hereto waive trial by jury in any action or proceeding of any kind or nature in any court whether arising out of, under or by reason of this Agreement, the other Agreements or any matter or proceeding relating thereto.

9. The present Trademark Security Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same document. Delivery of a photocopy, facsimile or electronic copy of the present Trademark Security Agreement shall be effective as delivery of a mutually executed original counterpart hereof.

10. The parties hereto acknowledge that they have requested and are satisfied that the foregoing, as well as all notices, actions and legal proceedings be drawn up on the English language./Les parties à cette convention reconnaissent qu'elles ont exigé que ce qui précède ainsi que tous avis, actions et procédures légales soient rédigés et exécutés en anglais et s'en déclarent satisfaites.

IN WITNESS WHEREOF, the Debtor has executed this Trademark Security Agreement this 29th day of March, 2010.

FAME JEANS INC./
LES JEANS FAME INC.

By: 

Alen Brandman

Title: President

IN WITNESS WHEREOF, the Secured Party has executed this Trademark Security Agreement this 13th day of April, 2010.

ROYNAT INC

By: 

Wayne R. Ehgoetz
Managing Director & Head

Title: Roynat Asset Finance

By: 

Wayne Dyer
Director & Portfolio Manager

Title: Roynat Asset Finance

CANADA
PROVINCE OF QUEBEC
DISTRICT OF MONTREAL

On this 29th day of March, 2010, before me personally appeared, ALEN BRANDMAN, to me known, who, being by me duly sworn, did depose and say that he is a duly authorized representative of Fame Jeans Inc./Les Jeans Fame Inc., the "Debtor" described in and which executed the foregoing instrument.



June Kavan #61.100

Commissioner of Oaths for the District of Montreal,
Province of Quebec, Canada

CANADA
PROVINCE OF ONTARIO

On this 12th day of April, 2010, before me personally appeared, Wayne Dyer and Wayne Egoetz, to me known, who, being by me duly sworn, did depose and say that they are duly authorized representatives of Roynat Inc., the "Secured Party" described in and which executed the foregoing instrument.

Notary Public

EXHIBIT 1

SPECIAL POWER OF ATTORNEY

CANADA
PROVINCE OF QUEBEC
DISTRICT OF MONTREAL

KNOW ALL MEN BY THESE PRESENTS, that FAME JEANS INC./LES JEANS FAME INC. having a place of business at 850 McCaffrey Street, City of St-Laurent, Province of Quebec, Canada, postal code H4T 1N1 (hereinafter "Debtor"), hereby appoints and constitutes ROYNAT INC., having a place of business at 40 King Street West, 25th Floor, City of Toronto, Province of Ontario, Canada, postal code M5H 1H1 ("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, instruments of assignment, or other papers which Secured Party, in its sole discretion, deems necessary or advisable for the purpose of assigning, selling, or otherwise disposing of all of 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 sole discretion, deems necessary or advisable to further the purposes described in paragraph 1 hereof.

This Power of Attorney, being a power coupled with an interest, is made pursuant to a Trademark Security Agreement between Debtor and Secured Party made as of the 29th day of March, 2010 (the "Security Agreement") and may not be revoked until indefeasible payment in full of all Debtor's "Obligations", as such term is defined in the Security Agreement.

Dated as of March 29, 2010.

FAME JEANS INC./
LES JEANS FAME INC.

By: 
Alen Brandman
Title: President

CANADA
PROVINCE OF QUEBEC
DISTRICT OF MONTREAL

On this 29th day of March, 2010, before me personally appeared ALEN BRANDMAN, to me known, who, being by me duly sworn, did depose and say that he is a duly authorized representative of Fame Jeans Inc./Les Jeans Fame Inc., the "Debtor" described in and which executed the foregoing instrument.

 #61.100
Commissioner of Oaths for the District of Montreal,
Province of Quebec, Canada



SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

Trademarks and Applications

TRADEMARKS:

Trademark: MISSION BAY
Status: Registered
Serial no: 78981065
Registration no: 3656035

Trademark: SPARKLE
Status: Registered
Serial no: 77754443
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Trademark: US WEAR
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Status:	Registered
Serial no:	73591129
Registration no:	1412456
Trademark:	TOTAL CONTROL & DESIGN
Status:	Pending
Serial no:	77927276

SCHEDULE B
to
TRADEMARK SECURITY AGREEMENT

Permitted Licenses

None.