

USPTO

6/8/2010 9:02:01 AM PAGE 1/013 Fax Server

TO: KEREN SIMAN-TOV COMPANY: 2550 HANOVER STREET

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

**05/27/2010**  
**900163202**

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Westcoast Contempo Fashions Limited		05/06/2010	a Corporation organized under the laws of British Columbia, Canada: BRITISH COLUMBIA

**RECEIVING PARTY DATA**

Name:	JPMorgan Chase Bank, N.A., Toronto Branch, As Canadian Collateral Agent
Street Address:	200 Bay Street
Internal Address:	Royal Bank Plaza, South Tower, Suite 1800
City:	Toronto
State/Country:	CANADA
Postal Code:	M5J 2J2
Entity Type:	National Association: <i>Canada</i>

**PROPERTY NUMBERS Total: 6**

Property Type	Number	Word Mark
Serial Number:	77643298	KENSIE
Serial Number:	77643323	KENSIE
Serial Number:	77946327	KENSIE
Serial Number:	77946313	KENSIE
Serial Number:	85019675	KENSIE
Serial Number:	77818585	MAC & JAC

**CORRESPONDENCE DATA**

Fax Number: (650)251-5002  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: (850) 251-5194  
 Email: jnull@stblaw.com  
 Correspondent Name: Keren Siman-Tov  
 Address Line 1: 2550 Hanover Street

OP \$165.00 77643298

TO: KEREN SIMAN-TOV COMPANY: 2550 HANOVER STREET

Address Line 4: Palo Alto, CALIFORNIA 94304	
ATTORNEY DOCKET NUMBER:	509265/0896
DOMESTIC REPRESENTATIVE	
Name:	
Address Line 1:	
Address Line 2:	
Address Line 3:	
Address Line 4:	
NAME OF SUBMITTER:	J. Jason Mull
Signature:	/J. Jason Mull/
Date:	05/27/2010
Total Attachments: 8 source=Westcoast Contempo Fashions-JPM TM SI Grant#page1.tif source=Westcoast Contempo Fashions-JPM TM SI Grant#page2.tif source=Westcoast Contempo Fashions-JPM TM SI Grant#page3.tif source=Westcoast Contempo Fashions-JPM TM SI Grant#page4.tif source=Westcoast Contempo Fashions-JPM TM SI Grant#page5.tif source=Westcoast Contempo Fashions-JPM TM SI Grant#page6.tif source=Westcoast Contempo Fashions-JPM TM SI Grant#page7.tif source=Westcoast Contempo Fashions-JPM TM SI Grant#page8.tif	

USD/TO

6/8/2010 9:02:01 AM PAGE 6/013 Fax Server

TO: KEREN SIMAN-TOV COMPANY: 2550 HANOVER STREET

GRANT OF  
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), effective as of May 6, 2010 is made by Westcoast Contempo Fashions Limited, a corporation organized under the laws of British Columbia, Canada (the "Company"), in favor of JPMorgan Chase Bank, N.A., Toronto branch, as Canadian Collateral Agent (the "Canadian Collateral Agent") for the Secured Parties (as defined in the Canadian Security Agreement described below).

WITNESSETH:

WHEREAS, pursuant to the Second Amended and Restated Credit Agreement, dated as of May 6, 2010, among the Company, the Borrowers party thereto, JPMorgan Chase Bank, N.A. as Administrative Agent, the US Collateral Agent, JPMorgan Chase Bank, N.A., Toronto Branch, as Canadian Administrative Agent and Canadian Collateral Agent, J.P. Morgan Europe Limited, as European Administrative Agent and European Collateral Agent, the several banks and other financial institutions (the "Lenders") and the other Loan Parties (as defined therein) from time to time parties thereto and the other agents party thereto (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), the Lenders have severally agreed to make Loans and other extensions of credit to the Borrowers as set forth therein upon the terms and subject to the conditions set forth therein; and

WHEREAS, the Company executed and delivered the Canadian Pledge and Security Agreement, dated as of January 12, 2009, as amended and reaffirmed by the Canadian Reaffirmation Agreement and First Amendment, dated as of May 6, 2010, in favor of the Canadian Collateral Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Canadian Security Agreement");

WHEREAS, pursuant to the Canadian Security Agreement, the Company pledged and granted to the Canadian Collateral Agent for the benefit of the Canadian Collateral Agent and the Secured Parties a continuing security interest in the Trade-marks; and

WHEREAS, the Company has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Secured Parties to make Loans pursuant to the Credit Agreement and other financial accommodations to the Borrowers, the Company agrees, for the benefit of the Canadian Collateral Agent and the Secured Parties, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Canadian Security Agreement or the Credit Agreement, as applicable (it being understood that, in the event of any conflict, such terms shall have the meanings provided or provided by reference in the Canadian Security Agreement).

TO: KEREN SIMAN-TOV COMPANY: 2550 HANOVER STREET

SECTION 2. Grant of Security Interest. The Company hereby pledges and grants a continuing security interest in, and a right of setoff against, and agrees to assign, transfer and convey, upon demand made upon the occurrence and during the continuance of an Event of Default without requiring further action by either party and to be effective upon such demand, all of the Company's right, title and interest in, to and under the Trade-marks (including, without limitation, those items listed on Schedule A hereto) (collectively, the "Collateral"), to the Canadian Collateral Agent for the benefit of the Canadian Collateral Agent and the Secured Parties to secure payment, performance and observance of the Secured Obligations.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Company for the purpose of recording the grant of security interest herein with the United States Trademark Office. The security interest granted hereby has been granted to the Secured Parties in connection with the Canadian Security Agreement and is expressly subject to the terms and conditions thereof. The Canadian Security Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Company does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Canadian Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Canadian Security Agreement, the terms of the Canadian Security Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

*[Remainder of page intentionally left blank]*

USPFO

6/8/2010 9:02:01 AM

PAGE

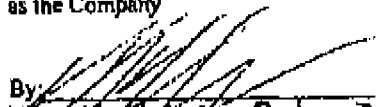
8/013

Fax Server

TO: KEREN SIMAN-TOV COMPANY: 2550 HANOVER STREET

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers on this 2<sup>nd</sup> day of May, 2010.

WESTCOAST CONTEMPO FASHIONS LIMITED,  
as the Company

By:   
Name: Nicholas Rubino  
Title: Director

JPMORGAN CHASE BANK, N.A., Toronto branch,  
as Canadian Collateral Agent for the Secured Parties

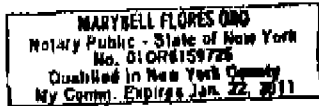
By: \_\_\_\_\_  
Name:  
Title:

TO: KEREN SIMAN-TOV COMPANY: 2550 HANOVER STREET

ACKNOWLEDGMENT OF THE COMPANY

STATE OF New York  
COUNTY OF New York

On the 26<sup>th</sup> day of May, 2010, before me personally came Nicholas Rubin who is personally known to me to be the Director of WESTCOAST CONTEMPO FASHIONS LIMITED, a corporation organized under the laws of British Columbia, Canada; who, being duly sworn, did depose and say that she/he is the Director in such corporation, the corporation described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that she/he acknowledged said instrument to be the free act and deed of said corporation.



Marybell Flores Ocho  
Notary Public

(PLACE STAMP AND SEAL ABOVE)

USPTO

6/8/2010 9:02:01 AM

PAGE 10/013

Fax Server

TO: KEREN SIMAN-TOV COMPANY: 2550 HANOVER STREET

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers on this 2<sup>nd</sup> day of May, 2010.

WESTCOAST CONTEMPO FASHIONS LIMITED,  
as the Company

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

Name:

Title:

JPMORGAN CHASE BANK, N.A., Toronto branch,  
as Canadian Collateral Agent for the Secured Parties

By: 

Name:

Agostino A. Marchetti

Title:

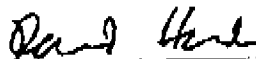
SVP

TO: KAREN SIMAN-TOV COMPANY: 2550 HANOVER STREET

## ACKNOWLEDGMENT OF CANADIAN COLLATERAL AGENT

PROVINCE OF  
COUNTY OFONTARIO  
CANADA

On the 26<sup>th</sup> day of May, 2010, before me personally came Agostino Marchetti, who is personally known to me to be the Senior Vice President of JPMorgan Chase Bank, N.A., Toronto Branch; who, being duly sworn, did depose and say that he is the Senior Vice President in such corporation, the corporation described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that he acknowledged said instrument to be the free act and deed of said corporation.



Notary Public

David A. Hudson

(PLACE STAMP AND SEAL ABOVE)



USPTO

6/8/2010 9:02:01 AM

PAGE 12/013

Fax Server

TO: KEREN SIMAN-TOV COMPANY: 2550 HANOVER STREET

**SCHEDULE A**

**U.S. Trademark Registrations**

None.

**TRADEMARK**

**REEL: 004223 FRAME: 0376**

TO: KEREN SIMAN-TOV COMPANY: 2550 HANOVER STREET

**U.S. Trademark Applications**

<b>Trademark</b>	<b>Serial Number</b>
KENSIE	77643298
KENSIE	77643323
KENSIE	77948327
KENSIE	77946313
KENSIE	86019675
MAC & JAC	77818585