

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		SECURITY INTEREST	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Marcel Fashion Group, Inc.		10/28/2008	CORPORATION: FLORIDA
Mr. Ezra Mizrachi		10/28/2008	INDIVIDUAL: UNITED STATES
RECEIVING PARTY DATA			
Name:	McDermott, Will & Emery, LLP		
Street Address:	340 Madison Ave		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10173		
Entity Type:	LIMITED LIABILITY COMPANY: ILLINOIS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	85038333	GET LUCKY	
CORRESPONDENCE DATA			
Fax Number:	(305)675-6821		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	3053475123		
Email:	mkeller@mwe.com		
Correspondent Name:	Michael J. Keller		
Address Line 1:	201 S Biscayne Blvd		
Address Line 2:	22nd Floor		
Address Line 4:	Miami, FLORIDA 33131		
ATTORNEY DOCKET NUMBER:	074511.0011		
NAME OF SUBMITTER:	Michael J. Keller		
Signature:	/Michael J. Keller/		

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**TRADEMARK
 REEL: 004239 FRAME: 0854**

Date:

07/12/2010

Total Attachments: 3

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, this "IP Security Agreement") dated October 28, 2008, is made by Mr. Ezra Mizrahi and Marcel Fashion Group, Inc. (collectively, the "Grantors") in favor of McDermott Will & Emery LLP (the "Secured Party").

WHEREAS, under the terms of a letter agreement, dated the date hereof, by and among the parties hereto (the "Letter Agreement"), the Grantors have agreed to grant to the Secured Party a security interest in certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this IP Security Agreement for recording with the U.S. Patent and Trademark Office and other governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Secured Party a first priority security interest in all of such Grantor's right, title and interest in and to the following (the "Collateral"):

(i) the trademark and service mark registrations and applications set forth in Schedule A hereto, together with the goodwill symbolized thereby (the "Trademarks");

(ii) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

(iii) all derivative marks of the Trademarks, together with the goodwill symbolized thereby;

(iv) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(v) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing.

SECTION 2. Security for Obligations. The grant of a security interest in, the Collateral by each Grantor under this IP Security Agreement secures the payment of all fees and expenses owing from such Grantor to the Secured Party and such Grantor's other obligations

under or in respect of the letter agreement ("Secured Obligations"), whether direct or indirect, absolute or contingent.

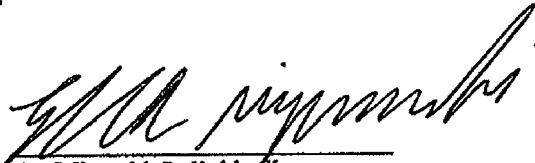
SECTION 3. Ownership of Collateral; Prohibition on Transfer. The Grantors jointly and severally represent and warrant that on the date hereof they are the sole legal and beneficial owners of the Collateral, free and clear of any lien, encumbrance and or other right of any third party. Until the Secured Obligations have been indefeasibly paid in full, neither Grantor shall sell, transfer or convey, directly or indirectly, any interest in the Collateral, nor grant any lien or encumbrance thereon or other right therein.

SECTION 4. Recordation. Each Grantor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this IP Security Agreement. Each Grantor shall do and perform, or cause to be done and performed, all such further acts and things and shall execute and deliver all such other agreements, certificates, instruments and agreements as the Secured Party may reasonably request to give effect to the terms and intent of this IP Security Agreement.

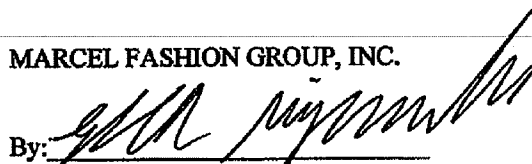
SECTION 5. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 6. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

IN WITNESS WHEREOF, each Grantor has duly executed and delivered this IP Security Agreement as of the date first above written.


Era Mizrachi, Individually

MARCEL FASHION GROUP, INC.

By: 
Name:
Title: PRES

SCHEDULE A

TRADEMARK OR SERVICE MARK	APPLICATION NO.	REGISTRATION NO.
GET LUCKY	75466537	2765974
GET LUCKY	78259867	Not Yet Registered