

TO: DAWN A. BROWN/JONES DAY COMPANY: 901 LAKESIDE AVENUE

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

10/06/2010
 900173293

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Manhattan Beachwear, Inc.		10/04/2010	CORPORATION: DELAWARE
A.V.I. International, Inc.		10/04/2010	CORPORATION: DELAWARE
Mexican Industries of North Carolina, Inc.		10/04/2010	CORPORATION: NORTH CAROLINA
RECEIVING PARTY DATA			
Name:	KEYBANK NATIONAL ASSOCIATION		
Street Address:	127 Public Square		
City:	Cleveland		
State/Country:	OHIO		
Postal Code:	44114		
Entity Type:	national banking association: <i>Unknown</i>		
PROPERTY NUMBERS Total: 22			
Property Type	Number	Word Mark	
Registration Number:	0551238	ROSE MARIE REID	
Registration Number:	1088787	ROSE MARIE REID	
Registration Number:	3549964	BEACH STOP	
Registration Number:	3549955	24TH & OCEAN	
Registration Number:	3549953	VIA MARINA	
Registration Number:	3649578	MAXINE OF HOLLYWOOD	
Registration Number:	3649577	AMICA	
Serial Number:	77675963	SURFSIDE	
Serial Number:	77813484	LA PLAYA	
Serial Number:	85020796	THE BIKINI LAB	
Registration Number:	3186423	2 BAMBOO	
Registration Number:	1753281	AZUL	

CH \$565.00 0551238

700447734

TRADEMARK
 REEL: 004292 FRAME: 0806

TO: DAWN A. BROWN/JONES DAY COMPANY: 901 LAKESIDE AVENUE

Registration Number:	3264369	BY THE BEACH
Registration Number:	1504062	CITRUS
Registration Number:	1736675	ELISABETH STEWART
Registration Number:	1214071	LA BLANCA
Registration Number:	1277118	LA BLANCA
Registration Number:	1283434	SASSAFRAS
Registration Number:	1642460	SESSA!
Serial Number:	77893347	SOLO SWIMWEAR
Registration Number:	1348343	TOO HOT, BRAZIL
Registration Number:	3138992	W SWIM

CORRESPONDENCE DATA

Fax Number: (216)579-0212

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 216 586-7024

Email: dawnbrown@jonesday.com

Correspondent Name: Dawn A. Brown/JONES DAY

Address Line 1: 901 Lakeside Avenue

Address Line 4: Cleveland, OHIO 44114

ATTORNEY DOCKET NUMBER:	801755-185021/DAB
NAME OF SUBMITTER:	Dawn A. Brown
Signature:	/Dawn A. Brown/
Date:	10/06/2010

Total Attachments: 16

source=Security_Agreement#page1.tif

source=Security_Agreement#page2.tif

source=Security_Agreement#page3.tif

source=Security_Agreement#page4.tif

source=Security_Agreement#page5.tif

source=Security_Agreement#page6.tif

source=Security_Agreement#page7.tif

source=Security_Agreement#page8.tif

source=Security_Agreement#page9.tif

source=Security_Agreement#page10.tif

source=Security_Agreement#page11.tif

source=Security_Agreement#page12.tif

source=Security_Agreement#page13.tif

source=Security_Agreement#page14.tif

source=Security_Agreement#page15.tif

source=Security_Agreement#page16.tif

TO: DAWN A. BROWN/JONES DAY COMPANY: 901 LAKESIDE AVENUE

CONTINGENT PATENT, TRADEMARK AND LICENSE SECURITY AGREEMENT

This Contingent Patent, Trademark and License Security Agreement (as the same may from time to time be amended, restated or otherwise modified, this "Agreement") is made as of this 5th day of October, 2010 by MANHATTAN BEACHWEAR, INC., a Delaware corporation (formerly known as APPAREL VENTURES, INC.) ("MBI"), A.V.I. INTERNATIONAL, INC., a Delaware corporation ("AVI International"), and MEXICAN INDUSTRIES OF NORTH CAROLINA, INC., a North Carolina corporation ("Mexican Industries"; MBI, AVI International and Mexican Industries, collectively or individually, as the context may require and together with their successors and assigns, "Grantor"), in favor of KEYBANK NATIONAL ASSOCIATION in its capacity as agent ("Agent") for the benefit of Lenders (as defined below) for the purposes of this Agreement, the Credit Agreement (as defined below) and the other Related Writings.

INTRODUCTION:

WHEREAS, A. MANHATTAN BEACHWEAR HOLDING COMPANY, a Delaware corporation, AVI ACQUISITION CORP., a Delaware corporation ("AVI Acquisition Co"; to be merged immediately following the extension of the initial Loans (as defined in the Credit Agreement) with and into APPAREL VENTURES, INC., a Delaware corporation ("AVT") with AVI surviving such merger and changing its name immediately thereafter to Manhattan Beachwear, Inc.), MBI (after the Merger (as defined in the Credit Agreement)), Agent, and the lending institutions named in Schedule 1 of the Credit Agreement (collectively, "Lenders," and individually, a "Lender"), are parties to an Amended and Restated Credit and Security Agreement dated as of the date hereof (as may from time to time be amended, restated or otherwise modified, the "Credit Agreement") setting forth, among other things, the terms and conditions of Lenders' respective commitments; and

B. It is a condition precedent to each extension of credit pursuant to the Credit Agreement and to any other extension of credit by Lenders or any of them to or for the account of Borrower (as defined in the Credit Agreement) that, among other things, Grantor shall have executed and delivered this Agreement to Agent.

THEREFORE, in consideration of the premises, to induce Lenders to extend credit pursuant to the Credit Agreement, to induce each Lender to extend to or for the account of Borrower such other credit as that Lender may from time to time deem advisable (all upon such terms and conditions as that Lender may from time to time deem advisable), in order to induce Agent to accept its appointment as "Agent" pursuant to the Credit Agreement, and in consideration of the foregoing and for other valuable considerations, Grantor hereby agrees, grants, represents, and warrants as follows:

1. Incorporation of Credit Agreement. The Credit Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All

TO: DAWN A. BROWN/JONES DAY COMPANY: 901 LAKESIDE AVENUE

capitalized terms used herein have the meanings given to them in the Credit Agreement unless otherwise defined herein.

2. Security Interest in Patents. To secure the complete and timely satisfaction of all of the Secured Debt, Grantor hereby grants, assigns, transfers and conveys to Agent a lien and security interest in all of the Grantor's right, title and interest in and to all of its now owned or existing and filed and hereafter acquired or arising and filed:

(i) patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein, and those patents listed on Schedule A, attached hereto and made a part hereof, and (a) the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing patents and applications, together with the items described in clauses (a)-(d), are sometimes hereinafter individually and/or collectively referred to as the "Patents"); and

(ii) license agreements with any other party which by their terms are assignable, whether Grantor is a licensor or licensee under any such license agreement, including, without limitation, the licenses listed on Schedule C attached hereto and made a part hereof, and the right to prepare for sale, sell and advertise for sale, all Inventory now or hereafter owned by Grantor and now or hereafter covered by such licenses (all of the foregoing is hereinafter referred to collectively as the "Licenses").

3. Security Interest in Trademarks and Goodwill. To secure the complete and timely satisfaction of all of the Secured Debt, Grantor hereby grants, assigns, transfers and conveys to Agent a lien and security interest in all of the Grantor's right, title and interest in and to all of its now owned or existing and filed and hereafter acquired or arising and filed:

(i) trademarks, trademark registrations, trade names and trademark applications, service marks, service mark registrations, service names and service mark applications, including, without limitation, the trademarks, trademark registrations, trade names and trademark applications, service marks, service mark registrations, service names and service mark applications listed on Schedule B, attached hereto and made a part hereof, and (a) renewals thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payment for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing trademarks, service marks, trademark and service mark registrations, trade names, service names and applications, together with the items described in clauses (a)-(d), are sometimes hereinafter individually and/or collectively referred to as the "Trademarks"); and

(ii) the goodwill of Grantor's business including but not by way of limitation such goodwill connected with and symbolized by the Trademarks.

TO: DAWN A. BROWN/JONES DAY COMPANY: 901 LAKESIDE AVENUE

4. Restrictions on Future Assignments. Grantor agrees that until the Secured Debt shall have been satisfied in full and the Credit Agreement shall have been terminated, Grantor will not, without Agent's prior written consent (which shall not be unreasonably withheld), enter into any agreement relating to the Patents, Trademarks or Licenses (for example, a license agreement) and Grantor further agrees that it will not take any action, or permit any action to be taken by others subject to its control, including licensees, or fail to take any action which would affect the validity or enforcement of the rights transferred to Agent under this Agreement.

5. New Patents Trademarks and Licenses. Grantor represents and warrants that the Patents, Trademarks and Licenses listed on Schedules A, B and C, respectively, constitute all of the patents, service marks, trademarks, applications and licenses owned by Grantor on the Closing Date. If, before the Secured Debt shall have been satisfied in full, Grantor shall (i) obtain rights to any new patentable inventions, trademarks, trademark registrations, trade names, service marks, service mark registrations, service names, or licenses, or (ii) become entitled to the benefit of any patent, service mark or trademark application, service mark, service mark registration, trademark, trademark registration, or license renewal, or patent for any reissue, division, continuation, renewal, extension, or continuation-in-part of any Patent or any improvement on any Patent, the provisions of this Agreement shall automatically apply thereto and Grantor shall give to Agent prompt written notice thereof. Grantor hereby authorizes Agent as attorney in fact to modify this Agreement by amending Schedules A, B and/or C, as applicable, to include any future patents, patent applications, service marks, service mark registrations, service mark applications, service names, trademarks, trademark registrations, trademark applications, trade names and licenses which are Patents, Trademarks or Licenses, as applicable, under Paragraphs 2 and 3 above or under this Paragraph 5, and to file or refile this Agreement with the United States Patent and Trademark Office.

6. Representations and Warranties. Grantor represents and warrants to and agrees with Agent that:

(i) The Patents and Trademarks are subsisting and have not been adjudged invalid or unenforceable, in whole or in part as of the Closing Date;

(ii) Each of the Patents and Trademarks is valid and enforceable as of the Closing Date;

(iii) Grantor is the owner of the Patents and Trademarks and has the power and authority to make, and will continue to have authority to perform, this Agreement according to its terms;

(iv) This Agreement does not violate and is not in contravention of any other agreement to which Grantor is a party or any judgment or decree by which Grantor is bound and does not require any consent under any other agreement to which Grantor is a party or by which Grantor is bound. Grantor hereby authorizes the Commissioner of Patents and Trademarks to issue any and all Patents on said inventions and any and all certificates of registration on all Trademarks to Agent as assignee of Grantor's entire interest;

TO: DAWN A. BROWN/JONES DAY COMPANY: 901 LAKESIDE AVENUE

(v) There has been no prior sale, pledge, encumbrance, assignment or other transfer or disposition of any of the Patents, Trademarks or Licenses or any part thereof and the same are free from all liens, charges and encumbrances of any kind, including but not limited to, licenses, shop rights and covenants not to sue third persons, other than Liens permitted pursuant to Section 5.9 of the Credit Agreement; and

(vi) The Licenses are valid and binding agreements enforceable according to their terms. Each of the Licenses is in full force and effect and has not been amended or abrogated and there is no material default under any of the Licenses.

7. Term. Grantor's obligations under this Agreement and the granting of a security interest to Agent pursuant to this Agreement are unconditional and effective immediately. The term of the liens and security interests granted herein shall extend until the earlier of (i) the expiration of each of the respective Patents, Trademarks and Licenses assigned hereunder, or (ii) the Secured Debt has been paid in full and the Credit Agreement has been terminated.

8. Reserved.

9. Reserved.

10. Duties of Grantor. Grantor shall have the duty to (i) prosecute diligently any necessary or useful patent application of the Patents made by it and any necessary or useful trademark or service mark application of the Trademarks made by it pending as of the date hereof or thereafter until the Secured Debt shall have been paid in full and not abandon any such application, except in favor of a continuation application based on such application, prior to exhaustion of all administrative and judicial remedies, absent written consent of Agent, which consent shall not be unreasonably withheld, (ii) make application on unpatented but patentable material inventions and on material trademarks and material service marks, as appropriate, and not abandon any such application, except in favor of a continuation application based on such application, prior to exhaustion of all administrative and judicial remedies, absent written consent of Agent, which consent shall not be unreasonably withheld, and (iii) preserve and maintain all of its rights in patent applications and patents of the Patents and in trademark applications, trademarks, trademark registrations, service mark applications, service marks, and service mark registrations of the Trademarks and pay all fees and disbursements in connection therewith. Any expenses incurred in connection with such applications shall be borne by Grantor. Grantor shall not abandon any right to file a Patent application or Trademark application, or any pending Patent application, Trademark application, Patent, or Trademark without the consent of Agent.

11. Financing Statements; Documents. At the request of Agent, Grantor will join with Agent in executing one or more financing statements pursuant to the applicable version of the Uniform Commercial Code in form satisfactory to Agent and will pay the costs of filing and/or recording this Agreement and all financing, continuation and termination statements in all public offices where filing or recording is deemed necessary or desirable by Agent. Grantor will execute and deliver to Agent from time to time such supplemental assignments or other instruments, including, but not by way of limitation, additional assignments to be filed with the

TO: DAWN A. BROWN/JONES DAY COMPANY: 901 LAKESIDE AVENUE

United States Patent and Trademark Office, as Agent may require for the purpose of confirming Agent's interest in the Patents, Trademarks and Licenses.

12. Infringements; Agent's Right to Sue. Grantor agrees, promptly upon learning thereof, to notify Agent in writing of the name and address of, and to furnish such pertinent information that may be available with respect to, any party who may be infringing or otherwise violating any of Grantor's rights in and to any Patents, Trademarks or Licenses that could reasonably be expected to have a Material Adverse Effect (any such Patents, Trademarks or Licenses, "Significant Intellectual Property"), or with respect to any party claiming that Grantor's use of any Significant Intellectual Property violates any property right of that party, to the extent that such infringement or violation could reasonably be expected to have a Material Adverse Effect. Grantor further agrees, unless otherwise directed by Agent, diligently to prosecute any Person infringing any Significant Intellectual Property in a manner consistent with its past practice and in the ordinary course of business. Agent shall have the same rights, if any, as Grantor has, but shall in no way be obligated, to bring suit in its own name to enforce the Licenses and the Patents and Trademarks, and any licenses thereunder, and, if Agent shall commence any such suit, Grantor shall, at the request of Agent, do any and all lawful acts and execute any and all proper documents required by Agent in aid of such enforcement and Grantor shall promptly, upon demand and as a part of the Secured Debt, reimburse and indemnify Agent for all costs and expenses incurred by Agent in the exercise of its rights under this Paragraph 12.

13. Waivers. No course of dealing between Grantor and Agent nor any failure to exercise nor any delay in exercising, on the part of Agent, any right, power or privilege hereunder or under the Credit Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

14. Severability. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

15. Modification. This Agreement cannot be altered, amended or modified in any way, except as specifically provided in Paragraph 5 hereof or by a writing signed by the parties hereto.

16. Cumulative Remedies: Effect on Credit Agreement. All of Agent's rights and remedies with respect to the Patents, Trademarks and Licenses, whether established hereby or by the Credit Agreement, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Grantor acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of Agent under the Credit Agreement but rather is intended to facilitate the exercise of such rights and remedies.

17. Binding Effect; Benefits. This Agreement shall be binding upon the Grantor and its respective successors and assigns, and shall inure to the benefit of Agent, its successors and assigns.

TO: DAWN A. BROWN/JONES DAY COMPANY: 901 LAKESIDE AVENUE

18. Notice. All notices, requests, demands and other communications provided for hereunder shall be in writing and mailed or delivered to Grantor, addressed to Grantor at the address specified on the signature page of this Agreement, if to Agent or Lenders, mailed or delivered to them, addressed to the respective addresses of Agent and Lenders specified on the signature page of the Credit Agreement. All notices, statements, requests, demands and other communications provided for hereunder shall be deemed to be given or made when delivered or forty-eight (48) hours after being deposited in the mails with postage prepaid by registered or certified mail, addressed as aforesaid, or sent by facsimile with telephonic confirmation of receipt, except that notices from Grantor to Agent pursuant to any of the provisions hereof shall not be effective until received by Agent.

19. Governing Law. This Agreement has been delivered and accepted in Cleveland, Ohio, and shall be governed by and construed in accordance with the local laws of the State of Ohio, without regard to principles of conflicts of laws

20. Power of Attorney. Grantor hereby authorizes and empowers Agent, on behalf of Lenders, to make, constitute and appoint any officer or agent of Agent as Agent may select, in its exclusive discretion, as Grantor's true and lawful attorney-in-fact, after the occurrence and during the continuance of an Event of Default, with the power to endorse Grantor's name on all applications, documents, papers and instruments necessary for Agent to use the Patents, Trademarks and Licenses, or to grant or issue any exclusive or nonexclusive license under the Patents, Trademarks and Licenses to any third party, or necessary for Agent to assign, pledge, convey or otherwise transfer title in or dispose of the Patents, Trademarks and Licenses, together with associated goodwill to a third party or parties. Grantor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable for the life of this Agreement.

21. WAIVER. GRANTOR, TO THE EXTENT PERMITTED BY LAW, WAIVES ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE, AMONG LENDERS, AGENT AND GRANTOR ARISING OUT OF, IN CONNECTION WITH, RELATED TO, OR INCIDENTAL TO THE RELATIONSHIP ESTABLISHED AMONG THEM IN CONNECTION WITH THIS AGREEMENT OR ANY NOTE OR OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION THEREWITH OR THE TRANSACTIONS RELATED THERETO. THIS WAIVER SHALL NOT IN ANY WAY AFFECT, WAIVE, LIMIT, AMEND OR MODIFY AGENT'S OR ANY LENDER'S ABILITY TO PURSUE REMEDIES PURSUANT TO ANY PROVISION CONTAINED IN ANY NOTE OR OTHER INSTRUMENT, DOCUMENT OR AGREEMENT AMONG GRANTOR, AGENT OR LENDERS, OR ANY THEREOF.

[The remainder of this page is intentionally blank.]

TO: DAWN A. BROWN/JONES DAY COMPANY: 901 LAKESIDE AVENUE

Address: Landerbrook Corporate Center One
5900 Landerbrook Dr., Suite 280
Mayfield Heights, Ohio 44124
Attention: Eric V. Bacon

AWL INTERNATIONAL, INC.

By: [Signature]
Name: Eric V. Bacon
Title: Chairman
Tax I.D.:

STATE OF OHIO)
) SS:
COUNTY OF CUYAHOGA)

The foregoing Contingent Patent, Trademark and License Security Agreement was executed and acknowledged before me this 4th day of October, 2010, by ERIC V. BACON, CHAIRMAN, on behalf of the corporation.

RA SABATO
Notary Public.
My commission expires: March 13, 2015



RACHEL ANN SABATO
Notary Public, State of Ohio
Cuyahoga County
My Commission Expires
March 13, 2015

TO: DAWN A. BROWN/JONES DAY COMPANY: 901 LAKESIDE AVENUE

Address: Landerbrook Corporate Center One
5900 Landerbrook Dr., Suite 280
Mayfield Heights, Ohio 44124
Attention: Eric V. Bacon

MEXICAN INDUSTRIES OF NORTH
CAROLINA INC.

By: [Signature]
Name: Eric V. Bacon
Title: Chairman
Tax I.D.:

STATE OF OHIO)
) SS:
COUNTY OF CUYAHOGA)

The foregoing Contingent Patent, Trademark and License Security Agreement was executed and acknowledged before me this 5th day of October 2010, by ERIC V. BACON, CHAIRMAN, on behalf of the corporation.

[Signature]
Notary Public
My commission expires: March 13, 2015



RACHEL ANN SABATO
Notary Public, State of Ohio
Cuyahoga County
My Commission Expires
March 13, 2015

TO: DAWN A. BROWN/JONES DAY COMPANY: 901 LAKESIDE AVENUE

Accepted at Cleveland, Ohio,
as of October 5, 2010

KEYBANK NATIONAL ASSOCIATION, as Agent

By: J.T. Taylor

Name: J.T. Taylor

Title: Senior Vice President

TO: DAWN A. BROWN/JONES DAY COMPANY: 901 LAKESIDE AVENUE

**Manhattan Beachwear, Inc.,
A.V.I. International, Inc., and
Mexican Industries of North Carolina, Inc.**

Schedule A
Patents

NONE

[Contingent Patent, Trademark and License Security Agreement]

{00915379.DOC;2 }

TRADEMARK
REEL: 004292 FRAME: 0818

TO: DAWN A. BROWN/JONES DAY COMPANY: 901 LAKESIDE AVENUE

**Manhattan Beachwear, Inc.,
A.V.I. International, Inc., and
Mexican Industries of North Carolina, Inc.**


Schedule B
Trademarks

Mark	Status	Appl. No.	Filing Date	Reg. No.	Reg. Date	Goods	Registrant/ Current Assignee
ROSE MARIE REID (STYLIZED)	Registered	71/588,063	10/10/1949	0,551,238	11/27/1951	Swim suits, shorts, skirts and beach robes	Maxine Swim Group, Inc.
ROSE MARIE REID & DESIGN	Registered	73/133725	7/13/1977	1,088,787	4/4/1978	Swimwear and related apparel, namely, pants, skirts, shirts, jackets, robes and hats.	Maxine Swim Group, Inc.
BEACH STOP & DESIGN	Registered	77/468,563	5/7/2008	3,549,964	12/23/2008	Swimwear; beach cover-ups; coverups	Manhattan Beachwear, LLC (to be assigned to Manhattan Beachwear, Inc. post closing)
24TH & OCEAN (STYLIZED)	Registered	77/468,501	5/7/2008	3,549,955	12/23/2008	Swimwear; beach cover-ups; coverups	Manhattan Beachwear, LLC (to be assigned to Manhattan Beachwear, Inc. post closing)
VIA MARINA & DESIGN	Registered	77/468,483	5/7/2008	3,549,953	12/23/2008	Swimwear; beach cover-ups; coverups	Manhattan Beachwear, LLC (to be assigned to Manhattan Beachwear, Inc. post closing)
MAXINE OF HOLLYWOOD & DESIGN	Registered	77/468,880	5/8/2008	3,649,578	7/7/2009	Swimwear; beach cover-ups; coverups	Manhattan Beachwear, LLC (to be assigned to Manhattan Beachwear, Inc. post closing)

(00915379.DOC;2)

TO: DAWN A. BROWN/JONES DAY COMPANY: 901 LAKESIDE AVENUE

Mark	Status	Appl. No.	Filing Date	Reg. No.	Reg. Date	Goods	Registrant/ Current Assignee
AMICA (STYLIZED)	Registered	77/468,569	5/7/2008	3,849,577	7/7/2009	Swimwear; beach coverups	Manhattan Beachwear, LLC (to be assigned to Manhattan Beachwear, Inc. post closing)
SURFSIDE & DESIGN	Pending	77/675,963	2/23/2009	N/A	N/A	Swimwear; beach coverups; coverups	Manhattan Beachwear, LLC (to be assigned to Manhattan Beachwear, Inc. post closing)
LA PLAYA & DESIGN	Pending	77/813,484	8/26/2009	N/A	N/A	Swimwear; beach coverups; coverups	Manhattan Beachwear, LLC (to be assigned to Manhattan Beachwear, Inc. post closing)
THE BIKINI LAB	Pending	85/020,766	4/22/2010	N/A	N/A	Beach coverups; Coverups; Swimwear	Manhattan Beachwear, LLC (to be assigned to Manhattan Beachwear, Inc. post closing)

Country	Reg.No./ Serial No.	Filing Date	Reg. Date	Trademark	Owner	Status
US	3186423	12/05/05	12/19/06	2BAMBOO & DESIGN 	Apparel Ventures, Inc. (to be known as Manhattan Beachwear, Inc.)	Registered
US	1753281	3/25/91	2/16/93	AZUL	Apparel Ventures, Inc.	Registered
US	3264369	10/4/05	7/17/07	BY THE BEACH	Apparel Ventures, Inc.	Registered
US	1504062	1/29/88	9/13/88	CITRUS	Apparel Ventures, Inc.	Registered

{00915379.DOC2 }

TRADEMARK
REEL: 004292 FRAME: 0820


TO: DAWN A. BROWN/JONES DAY COMPANY: 901 LAKESIDE AVENUE

Country	Reg.No./ Serial No.	Filing Date	Reg. Date	Trademark	Owner	Status
CA	TMA 366874	7/13/98	3/16/90	CITRUS	Apparel Ventures, Inc.	Live
China	7241266	7/3/1993	1/6/1995	CITRUS	Apparel Ventures, Inc.	Registered
Germany	2043546	6/15/1992	8/30/1993	CITRUS	Apparel Ventures, Inc.	Registered
Italy	996451	5/22/1992	12/21/1994	CITRUS	Apparel Ventures, Inc.	Registered
South Africa	97/17246	11/11/1997	11/11/1997	CITRUS	Apparel Ventures, Inc.	Registered
Spain	1710733	7/2/1992	4/5/1993	CITRUS	Apparel Ventures, Inc.	Registered
Switzerland	398857	6/26/1992	6/26/1992	CITRUS	Apparel Ventures, Inc.	Registered
Germany	2090946	3/31/1994	3/31/1994	COSHKAI	Apparel Ventures, Inc.	Registered
US	1736675	6/1/90	12/1/92	ELISABETH STEWART	Apparel Ventures, Inc.	Registered
CA	TMA 488725	1/19/96	1/30/98	ELISABETH STEWART	Apparel Ventures, Inc.	Registered
US	1214071	3/9/81	10/26/92	LA BLANCA	Apparel Ventures, Inc.	Registered
US	1277118	1/10/83	5/8/84	LA BLANCA	Apparel Ventures, Inc.	Registered
Australia	A373832	4/5/1982	4/5/1982	LA BLANCA	Apparel Ventures, Inc.	Registered
Brazil	818126230	11/4/1994	9/3/1996	LA BLANCA	Apparel Ventures, Inc.	Registered
CA	TMA 280860	7/29/81	6/30/83	LA BLANCA	Apparel Ventures, Inc.	Registered
China	724099	7/3/1993	1/6/1995	LA BLANCA	Apparel Ventures, Inc.	Registered
Columbia	192560	11/4/1994	10/9/1996	LA BLANCA	Apparel Ventures, Inc.	Registered


{00915379.DOC;2 }

TRADEMARK
REEL: 004292 FRAME: 0821

TO: DAWN A. BROWN/JONES DAY COMPANY: 901 LAKESIDE AVENUE

Country	Reg.No./ Serial No.	Filing Date	Reg. Date	Trademark	Owner	Status
Germany	2075049	12/21/1993	8/17/1994	LA BLANCA	Apparel Ventures, Inc.	Registered
Italy	661439	7/9/1993	11/8/1995	LA BLANCA	Apparel Ventures, Inc.	Registered
Mexico	378032	9/25/1989	6/11/1990	LA BLANCA	Apparel Ventures, Inc.	Registered
Venezuela	1995- 000857	1/27/1995	N/A	LA BLANCA	Apparel Ventures, Inc.	Pending
US	1283434	1/10/83	6/26/84	SASSAFRAS	Apparel Ventures, Inc.	Registered
Australia	8373831	4/5/1982	4/5/1982	SASSAFRAS	Apparel Ventures, Inc.	Registered
CA	TMA 260200	3/3/80	6/26/81	SASSAFRAS	Apparel Ventures, Inc.	Registered
Mexico	472110	6/21/1994	9/1/1994	SASSAFRAS	Apparel Ventures, Inc.	Registered
China	724129	7/3/1993	1/6/1995	SESSA	Apparel Ventures, Inc.	Registered
Italy	996450	5/22/1992	12/21/1994	SESSA	Apparel Ventures, Inc.	Registered
New Zealand	242442	10/28/1994	10/28/1994	SESSA	Apparel Ventures, Inc.	Registered
US	1642460	3/27/90	4/23/91	SESSA!	Apparel Ventures, Inc.	Registered
CA	TMA 586022	5/11/01	7/25/03	SESSA!	Apparel Ventures, Inc.	Registered
Mexico	442099	7/23/1992	9/15/1993	SESSA!	Apparel Ventures, Inc.	Registered
US	77/893,347	12/15/2009	N/A	SOLO SWIMWEAR (Stylized) 	Apparel Ventures, Inc.	Pending

TO: DAWN A. BROWN/JONES DAY COMPANY: 901 LAKESIDE AVENUE

Country	Reg.No./ Serial No.	Filing Date	Reg. Date	Trademark	Owner	Status
US	1346343	4/19/84	7/2/85	TOO HOT, BRAZIL	Apparel Ventures, Inc.	Registered
Brazil	818446749	4/12/1995	9/4/2001	TOO HOT, BRAZIL	Apparel Ventures, Inc.	Registered
CA	TMA 319586	6/13/85	10/17/86	TOO HOT, BRAZIL	Apparel Ventures, Inc.	Registered
European Union	006401921	10/30/2007	10/30/2007	TOO HOT, BRAZIL	Apparel Ventures, Inc.	Registered
France	92422832	6/16/1992	6/16/1992	TOO HOT, BRAZIL	Apparel Ventures, Inc.	Registered
Germany	2043545	6/15/1992	8/30/1993	TOO HOT, BRAZIL	Apparel Ventures, Inc.	Registered
Italy	996452	5/22/1992	3/6/2006	TOO HOT, BRAZIL	Apparel Ventures, Inc.	Registered
Japan	2471265	8/19/1989	10/30/1992	TOO HOT, BRAZIL	Apparel Ventures, Inc.	Registered
Portugal	283659	6/9/1992	12/15/1995	TOO HOT, BRAZIL	Apparel Ventures, Inc.	Registered
Spain	1710731	7/2/1992	5/5/1995	TOO HOT, BRAZIL	Apparel Ventures, Inc.	Registered
United Kingdom	1496275	4/2/1992	4/2/1992	TOO HOT, BRAZIL	Apparel Ventures, Inc.	Registered
US	3138992	10/4/05	9/5/06	W SWIM (Stylized) 	Apparel Ventures, Inc.	Registered

[Contingent Patent, Trademark and License Security Agreement]

{00915379.DOC2 }