

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
AS IP Holdings, Inc.		10/29/2009	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

Name:	GB Merchant Partners, LLC, as agent
Street Address:	101 Huntington Avenue
Internal Address:	10th Floor
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02199
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

**PROPERTY NUMBERS Total: 11**

Property Type	Number	Word Mark
Registration Number:	3063310	ARE YOU THE NEXT GREAT WOMAN OF STYLE?
Registration Number:	2046868	ASHLEY STEWART
Registration Number:	3076982	ASHLEY STEWART
Registration Number:	2266303	GREAT WOMEN OF STYLE
Registration Number:	2747468	URBAN BRANDS
Serial Number:	76257526	ASHLEY STEWART
Serial Number:	76330074	ASHLEY STEWART
Serial Number:	76701486	ASHLEY SPORT
Serial Number:	76701488	ASHLEY SPORT
Serial Number:	76702021	A LUX
Serial Number:	77383905	BUTTERFLY BY ASHLEY STEWART

**CORRESPONDENCE DATA**

Fax Number: (212)697-1559

**900175321**

**TRADEMARK  
 REEL: 004307 FRAME: 0379**

**OP \$290.00 3063310**

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

Phone: (212) 696-6140  
Email: trademark@curtis.com  
Correspondent Name: Michael R. Graif  
Address Line 1: 101 Park Avenue  
Address Line 2: Curtis, Mallet-Prevost, Colt & Mosle LLP  
Address Line 4: New York, NEW YORK 10178

ATTORNEY DOCKET NUMBER:	031075.0107
NAME OF SUBMITTER:	Michael R. Graif
Signature:	/Michael R. Graif/
Date:	10/29/2010

**Total Attachments: 6**

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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”), dated as of October 29, 2010, is made by AS IP Holdings, Inc., a Delaware corporation (the “Grantor”), in favor of GB Merchant Partners, LLC (“GB”), as agent (in such capacity, together with its successors and permitted assigns, the “Agent”) for the Noteholders (as defined in the Note Purchase Agreement referred to below) and the other Secured Parties.

### WITNESSETH:

WHEREAS, pursuant to the Note Purchase Agreement, dated as of October 29, 2010 (as the same may be further amended, restated, supplemented or otherwise modified from time to time, the “Note Purchase Agreement”), among the Company, the Agent and the Noteholders from time to time party thereto, the Company has issued Notes to the Noteholders upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantor has agreed, pursuant to a Subsidiary Guarantee Agreement of even date herewith in favor of the Agent (as amended, restated, supplemented, or otherwise modified, the “Guarantee”), to guarantee the Obligations; and

WHEREAS, the Grantors is party to the Security Agreement pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Noteholders and the Agent to enter into the Note Purchase Agreement, the Grantor hereby agrees with the Agent as follows:

Section 1. Defined Terms.

a. Capitalized terms used herein without definition are used as defined in the Note Purchase Agreement.

b. “Trademark” means all rights, title and interests (and all related IP Ancillary Rights) arising under any law in trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers and, in each case, all goodwill associated therewith, all registrations and recordations thereof and all applications in connection therewith.

c. “IP Ancillary Rights” means, with respect to any Trademarks, all foreign priority rights of, such Trademarks and all income, royalties, proceeds and liabilities at any time due or payable or asserted under or with respect to any of the foregoing or otherwise with respect to such Trademarks, including all rights to sue or recover at law or in equity for any past, present or future infringement,

misappropriation, dilution, violation or other impairment thereof, and, in each case, all rights to obtain any other IP Ancillary Right.

d. “IP License” means all contractual obligations (and all related IP Ancillary Rights), whether written or oral, granting any license or similar right with respect to any Trademarks.

Section 2. Grant of Security Interest in Trademark Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations of the Grantor, hereby mortgages, pledges and hypothecates to the Agent for the benefit of the Secured Parties, and grants to the Agent for the benefit of the Secured Parties a Lien on and security interest in, in each case all of its right, title and interest in, to and under the following Collateral of the Grantor (the “Trademark Collateral”):

(a) all of its Trademarks and all IP Licenses providing for the grant by or to the Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

(i) all renewals and extensions of the foregoing;

(ii) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(iii) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Notwithstanding the foregoing, no Lien on or security in any “intent-to-use” Trademark applications shall be deemed granted until such time, if any, as a statement of use has been filed with the U.S. Patent and Trademark Office.

Section 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Security Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement. In the event of a conflict between the provisions of this Trademark Security Agreement and the provisions of the Security Agreement, the Security Agreement shall control.

Section 4. Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or

desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

AS IP HOLDINGS, INC.,  
as Grantor

By: 

Name: James Rhee  
Title: President

ACCEPTED AND AGREED  
as of the date first above written:

GB MERCHANT PARTNERS, LLC,  
as Agent

By: 

Name: ~~Matthew R. Kahn~~ Matthew R. Kahn  
Title: Managing Member

SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT

**Trademark/Service Mark Registrations**

<u>OWNER</u>	<u>TRADEMARK</u>	<u>COUNTRY</u>	<u>REGISTRATION NUMBER</u>	<u>REGISTRATION DATE</u>
Urban Brands, Inc.	100% GIRLS	US	2,298,918	12/17/99
Urban Brands, Inc.	ARE YOU THE NEXT GREAT WOMEN OF STYLE?	US	3,063,310	2/28/06
Urban Brands, Inc.	ASHLEY STEWART	US	2,438,806	3/27/01
Urban Brands, Inc.	ASHLEY STEWART	US		
Urban Brands, Inc.	ASHLEY STEWART	US	2,046,868	3/25/97
Urban Brands, Inc.	ASHLEY STEWART	MEXICO	623818	9/4/08
Urban Brands, Inc.	ASHLEY STEWART	MEXICO	649966	9/4/08
Urban Brands, Inc.	ASHLEY STEWART	US	3,076,982	4/4/06
Urban Brands, Inc.	ASHLEY STEWART	US	2,046,868	3/25/97
Urban Brands, Inc.	GREAT WOMEN OF STYLE	US	2,266,303	8/3/99
Urban Brands, Inc.	URBAN BRANDS	US	2,747,468	8/5/03

### Trademark Applications

<u>OWNER</u>	<u>MARK</u>	<u>COUNTRY</u>	<u>SERIAL NUMBER</u>	<u>FILING DATE</u>
Urban Brands, Inc.	ASHLEY STEWART	US	76/257,526	5/14/01
Urban Brands, Inc.	ASHLEY STEWART	US	76/330,074	10/25/01
Urban Brands, Inc.	ASHLEY STEWART	US	75/982,187	5/15/01
Urban Brands, Inc.	ASHLEY SPORT & DESIGN	US	76/701,486	2/4/10
Urban Brands, Inc.	ASHLEY SPORT (WORD)	US	76/701,488	2/4/10
Urban Brands, Inc.	A LUX & DESIGN	US	76/702,021	3/12/10
Urban Brands, Inc.	ASHLEY SPORT (word)	MEXICO	1109581	8/4/10
Urban Brands, Inc.	ASHLEY SPORT (design)	MEXICO	1109583	8/4/10
Urban Brands, Inc.	ASHLEY SPORT	CANADA	1490775	7/30/10
Urban Brands, Inc.	ASHLEY SPORT & DESIGN	CANADA	1490774	7/30/10
Urban Brands, Inc.	A LUX & DESIGN	CANADA		
Urban Brands, Inc.	A LUX & DESIGN	MEXICO	1119011	9/10/10
Urban Brands, Inc.	A LUX & DESIGN	MEXICO	1119009	9/10/10
Urban Brands, Inc.	A LUX & DESIGN	MEXICO	1119010	9/10/10
Urban Brands, Inc.	Butterfly by Ashley Stewart	US	77/383,905	1/30/08
Urban Brands, Inc.	KNIGHTWEAR	US	77/924,470	7/7/06
Urban Brands, Inc.	KNIGHTWEAR BY ASHLEY STEWART	US	78/948,053	8/9/06