

# 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
Hampshire Group, Limited		10/28/2010	CORPORATION: DELAWARE
Hampshire Designers, Inc.		10/28/2010	CORPORATION: DELAWARE
Item-Eyes, Inc.		10/28/2010	CORPORATION: DELAWARE
Scott James, LLC		10/28/2010	LIMITED LIABILITY COMPANY: DELAWARE
SB Corporation		10/28/2010	CORPORATION: DELAWARE
Hampshire Sub, Inc. (f/k/a Shane Hunter, Inc.)		10/28/2010	CORPORATION: DELAWARE
Marisa Christina, Inc.		10/28/2010	CORPORATION: DELAWARE
Marisa Christina Apparel, Inc.		10/28/2010	CORPORATION: DELAWARE

## RECEIVING PARTY DATA

Name:	Wells Fargo Capital Finance, LLC
Street Address:	1100 Abernathy Road
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30328
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

## PROPERTY NUMBERS Total: 38

Property Type	Number	Word Mark
Registration Number:	3382639	AFFLUENT
Registration Number:	1930868	AMBRA
Registration Number:	1714681	AMERICAN PORTRAIT
Registration Number:	3097872	DESIGNERS O
Serial Number:	85067999	4% SOLUTION
Registration Number:	1932784	DESIGNERS ORIGINALS
Registration Number:	2715845	DESIGNERS ORIGINALS STUDIO

TRADEMARK

900175515

REEL: 004309 FRAME: 0035

CH \$965.00 3382639

Registration Number:	3726275	ECO 24.7
Registration Number:	1971771	HAMPSHIRE STUDIO
Registration Number:	3157244	HAMPSHIRE STUDIO
Registration Number:	1175311	ITEM-EYES
Serial Number:	85089272	K
Registration Number:	3145120	LANDSCAPE
Registration Number:	1915118	LESLIE STEVEN
Registration Number:	1399636	LUXELON
Registration Number:	3386166	LUXELON ULTRA
Registration Number:	3535260	LUXE360
Registration Number:	2861692	MERCER STREET STUDIO
Registration Number:	2027864	MOVING BLEU
Registration Number:	3061258	NICK DANGER
Registration Number:	3320607	NICK DANGER
Registration Number:	3094201	NICK DANGER'S GARAGE
Registration Number:	2085023	NOUVEAUX
Registration Number:	3327026	
Registration Number:	2120319	PLANET & COMPANY
Registration Number:	2908753	PLANET & COMPANY
Registration Number:	1915116	REQUIREMENTS
Registration Number:	1915117	REQUIREMENTS PETITE
Registration Number:	2950324	REQUIREMENTS SPORT
Registration Number:	1913456	REQUIREMENTS WOMAN
Registration Number:	3357790	RODEO DIVA
Registration Number:	2799374	RQT
Serial Number:	85059365	SCOTT JAMES
Serial Number:	85059369	SCOTT JAMES
Registration Number:	3607413	SLEEK 'N SLENDER
Registration Number:	3124175	SPRING + MERCER
Registration Number:	2851849	TARA RYAN
Serial Number:	77305251	R.E.Q.

#### CORRESPONDENCE DATA

Fax Number: (678)553-2693

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

**TRADEMARK**  
**REEL: 004309 FRAME: 0036**

Phone: 6785532692  
Email: gurveys@gtlaw.com  
Correspondent Name: Greenberg Traurig c/o Sheryl Gurvey  
Address Line 1: 3290 Northside Pkwy.  
Address Line 4: Atlanta, GEORGIA 30327

ATTORNEY DOCKET NUMBER:	103274.013000
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NAME OF SUBMITTER:	Sheryl Gurvey
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Signature:	/Sheryl Gurvey/
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Date:	11/02/2010
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**Total Attachments: 8**

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## TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this "Trademark Security Agreement"), dated as of October 28, 2010, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and **WELLS FARGO Capital Finance, LLC**, a Delaware limited liability company ("WFCF"), in its capacity as agent for the Lender Group and the Bank Product Providers (in such capacity, together with its successors and assigns in such capacity, "Agent").

### WITNESSETH:

**WHEREAS**, pursuant to that certain Credit Agreement of even date herewith (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement") by and among **HAMPSHIRE GROUP, LIMITED**, a Delaware corporation ("Parent"), and **HAMPSHIRE DESIGNERS, INC.**, a Delaware corporation ("Hampshire Designers"), **ITEM-EYES, INC.**, a Delaware corporation ("Item-Eyes"), and **SCOTT JAMES, LLC**, a Delaware limited liability company ("Scott James"; Hampshire Designers, Item-Eyes and Scott James are herein collectively called the "Borrowers" and each individually, a "Borrower"), the lenders party thereto as "Lenders" (such Lenders, together with their respective successors and assigns in such capacity, each, individually, a "Lender" and, collectively, the "Lenders"), and Agent, the Lender Group has agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof; and

**WHEREAS**, the members of the Lender Group are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of Lender Group and the Bank Product Providers, that certain Security Agreement of even date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

**WHEREAS**, pursuant to the Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of Lender Group and the Bank Product Providers, this Trademark Security Agreement;

**NOW, THEREFORE**, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby unconditionally grants, collaterally assigns, and pledges to Agent, for the benefit of each member of the Lender Group and each of the Bank Product Providers, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral");

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I, but excluding any United States intent-to-use trademark applications to the extent (and solely during the period in which) such applications are excluded from the definition of "Collateral" set forth in the Security Agreement;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Agent, the Lender Group, the Bank Product Providers or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Providers, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new trademark application or registration or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed

counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

7. **CONSTRUCTION.** This Copyright Security Agreement is a Loan Document. Unless the context of this Trademark Security Agreement clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or". The words "hereof", "herein", "hereby", "hereunder", and similar terms in this Trademark Security Agreement refer to this Trademark Security Agreement as a whole and not to any particular provision of this Trademark Security Agreement. Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise specified. Any reference in this Trademark Security Agreement to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). The words "asset" and "property" shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts, and contract rights. Any reference herein to the satisfaction, repayment, or payment in full of the Secured Obligations shall mean the repayment in full in cash or immediately available funds (or, (a) in the case of contingent reimbursement obligations with respect to Letters of Credit, providing Letter of Credit Collateralization, and (b) in the case of obligations with respect to Bank Products (other than Hedge Obligations), providing Bank Product Collateralization) of all of the Secured Obligations (including the payment of any termination amount then applicable (or which would or could become applicable as a result of the repayment of the other Secured Obligations) under Hedge Agreements provided by Hedge Providers) other than (i) unasserted contingent indemnification Secured Obligations, (ii) any Bank Product Obligations (other than Hedge Obligations) that, at such time, are allowed by the applicable Bank Product Provider to remain outstanding without being required to be repaid or cash collateralized, and (iii) any Hedge Obligations that, at such time, are allowed by the applicable Hedge Provider to remain outstanding without being required to be repaid. Any reference herein to any Person shall be construed to include such Person's successors and permitted assigns. Any requirement of a writing contained herein shall be satisfied by the transmission of a Record.

8. **THE VALIDITY OF THIS TRADEMARK SECURITY AGREEMENT, THE CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT HEREOF, AND THE RIGHTS OF THE PARTIES HERETO WITH RESPECT TO ALL MATTERS ARISING HEREUNDER OR RELATED HERETO SHALL BE DETERMINED UNDER, GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.**

9. **THE PARTIES AGREE THAT ALL ACTIONS OR PROCEEDINGS ARISING IN CONNECTION WITH THIS TRADEMARK SECURITY AGREEMENT SHALL BE TRIED AND LITIGATED ONLY IN THE STATE AND, TO THE EXTENT PERMITTED BY APPLICABLE LAW, FEDERAL COURTS LOCATED IN THE COUNTY OF NEW YORK, STATE OF NEW YORK; PROVIDED, HOWEVER, THAT ANY SUIT SEEKING ENFORCEMENT AGAINST ANY COLLATERAL OR OTHER**

PROPERTY MAY BE BROUGHT, AT AGENT'S OPTION, IN THE COURTS OF ANY JURISDICTION WHERE AGENT ELECTS TO BRING SUCH ACTION OR WHERE SUCH COLLATERAL OR OTHER PROPERTY MAY BE FOUND. AGENT AND EACH GRANTOR WAIVE, TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, ANY RIGHT EACH MAY HAVE TO ASSERT THE DOCTRINE OF FORUM NON CONVENIENS OR TO OBJECT TO VENUE TO THE EXTENT ANY PROCEEDING IS BROUGHT IN ACCORDANCE WITH THIS SECTION 9.

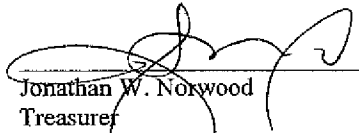
10. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AGENT AND EACH GRANTOR HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREIN, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW OR STATUTORY CLAIMS. AGENT AND EACH GRANTOR REPRESENT THAT EACH HAS REVIEWED THIS WAIVER AND EACH KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL. IN THE EVENT OF LITIGATION, A COPY OF THIS TRADEMARK SECURITY AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.

[Signature pages to follow.]

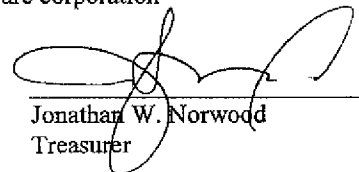
IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the date first above written.

**GRANTORS:**

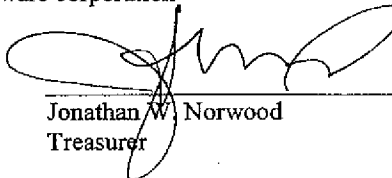
**HAMPSHIRE GROUP, LIMITED,**  
a Delaware corporation

By:   
Name: Jonathan W. Norwood  
Title: Treasurer

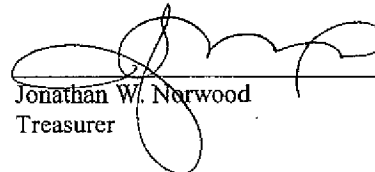
**HAMPSHIRE DESIGNERS, INC.,**  
a Delaware corporation

By:   
Name: Jonathan W. Norwood  
Title: Treasurer

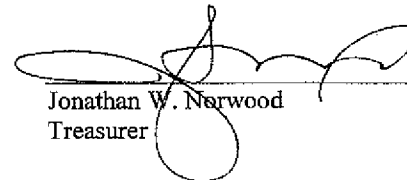
**ITEM-EYES, INC.,**  
a Delaware corporation

By:   
Name: Jonathan W. Norwood  
Title: Treasurer

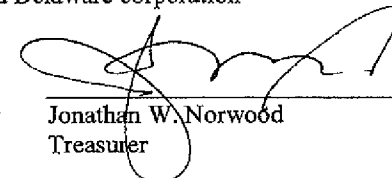
**SCOTT JAMES, LLC,**  
a Delaware limited liability company

By:   
Name: Jonathan W. Norwood  
Title: Treasurer

**SB CORPORATION,**  
a Delaware corporation

By:   
Name: Jonathan W. Norwood  
Title: Treasurer

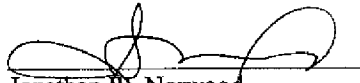
**HAMPSHIRE SUB, INC. (f/k/a Shane Hunter, Inc.),** a Delaware corporation

By:   
Name: Jonathan W. Norwood  
Title: Treasurer

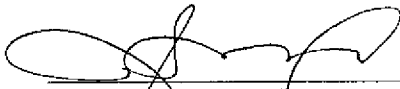
*Signature page to Trademark Security Agreement*



**MARISA CHRISTINA, INC.,**  
a Delaware corporation

By:   
Name: Jonathan W. Norwood  
Title: Treasurer

**MARISA CHRISTINA APPAREL, INC.,**  
a Delaware corporation

By:   
Name: Jonathan W. Norwood  
Title: Treasurer

**AGENT:**

**WELLS FARGO CAPITAL FINANCE, LLC,**  
a Delaware limited liability company

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

*Signature page to Trademark Security Agreement*

**MARISA CHRISTINA, INC.,**  
a Delaware corporation

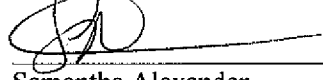
By: \_\_\_\_\_  
Name: Jonathan W. Norwood  
Title: Treasurer

**MARISA CHRISTINA APPAREL, INC.,**  
a Delaware corporation

By: \_\_\_\_\_  
Name: Jonathan W. Norwood  
Title: Treasurer

**AGENT:**

**WELLS FARGO CAPITAL FINANCE, LLC,**  
a Delaware limited liability company

By:  \_\_\_\_\_  
Name: Samantha Alexander  
Title: Director

*Signature page to Trademark Security Agreement*

<u>Loan Party</u>	<u>Trademark</u>	<u>FILED</u>	<u>APPL#</u>	<u>REG#</u>
Hampshire Group, Limited	AFFLUENT	3/2/2007	77/120,489	3,382,639
Hampshire Group, Limited	AMBRA	4/21/1994	74/515,970	1,930,868
Hampshire Group, Limited	AMERICAN PORTRAIT	2/20/1990	74/030,731	1,714,681
Hampshire Group, Limited	DESIGNERS O	5/26/2005	78/637,708	3,097,872
Hampshire Group, Limited	4% SOLUTION	6/21/2010	85/067,999	
Hampshire Group, Limited	DESIGNERS ORIGINALS	6/30/1994	74/544,996	1,932,784
Hampshire Group, Limited	DESIGNERS ORIGINALS STUDIO	6/18/2002	78/136,482	2,715,845
Hampshire Group, Limited	ECO 24.7	6/23/2008	77/505,498	3,726,275
Hampshire Designers, Inc.	HAMPSHIRE STUDIO	4/8/1994	74/516,143	1,971,771
		7/27/2005	78/879,204	3,157,244
Item Eyes, Inc.	ITEM-EYES and Design	5/12/1980	73/261,715	1,175,311
Hampshire Group, Limited	K (Logo)	7/21/2010	85/089,272	
Hampshire Group, Limited	LANDSCAPE	9/27/2005	78/721,137	3,145,120
Item Eyes, Inc.	LESLIE STEVEN	9/6/1994	74/570,046	1,915,118
Hampshire Designers, Inc.	LUXELON	11/25/1985	73/570,050	1,399,636
Hampshire Group, Limited	LUXELON ULTRA	2/21/2003	78/217,475	3,386,166
Hampshire Group, Limited	LUXE360	2/13/2008	77/395,582	3,535,260
Hampshire Group, Limited	MERCER STREET STUDIO	6/28/2002	78/975,426	2,861,692
Hampshire Group, Limited	MOVING BLEU	5/26/1995	74/680,241	2,027,864
Hampshire Group, Limited	NICK DANGER	9/3/2004	78/478,404	3,061,258
		11/3/2005	78/746,002	3,320,607
Hampshire Group, Limited	NICK DANGER'S GARAGE	8/9/2004	78/463,999	3,094,201
Item Eyes, Inc.	NOUVEAUX	6/10/1996	75/116,594	2,085,023
Hampshire Group, Limited	PARACHUTE and Design (design only)	12/23/2005	78/780,066	3,327,026
Hampshire Group, Limited	PLANET & COMPANY	10/19/1995	75/007,887	2,120,319
		12/6/2003	78/337,569	2,908,753
Item Eyes, Inc.	R.E.Q.	10/16/2007	77/305,251	3,661,534
Item Eyes, Inc.	REQUIREMENTS	9/6/1994	74/570,036	1,915,116
Item Eyes, Inc.	REQUIREMENTS PETITE	9/6/1994	74/570,038	1,915,117
Item Eyes, Inc.	REQUIREMENTS SPORT	11/14/2003	78/327,900	2,950,324
Item Eyes, Inc.	REQUIREMENTS WOMAN	9/6/1994	74/570,037	1,913,456
Item Eyes, Inc.	RODEO DIVA	5/4/2006	78/876,700	3,357,790
Item Eyes, Inc.	RQT	9/6/2002	78/161,403	2,799,374
Hampshire Group, Limited	SCOTT JAMES	6/10/2010	85/059,365	
		6/10/2010	85/059,369	
Hampshire Group, Limited	SLEEK 'N SLENDER	5/16/2008	77/477,054	3,807,413
Hampshire Group, Limited	SPRING + MERCER	6/18/2002	78/136,488	3,124,175
Item Eyes, Inc.	TARA RYAN	4/11/2002	78/121,134	2,851,849