

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Ford Models, Inc.		09/22/2010	CORPORATION: NEW YORK

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A.
Street Address:	270 Park Avenue, 41st Fl
City:	New York
State/Country:	NEW YORK
Postal Code:	10017
Entity Type:	Bank: UNITED STATES

PROPERTY NUMBERS Total: 23

Property Type	Number	Word Mark
Registration Number:	1296761	FORD MODELS
Serial Number:	74008169	SUPER MODEL OF AMERICA
Registration Number:	2679087	FORD MODELS
Registration Number:	2893809	FORD MODELS
Registration Number:	2730669	FORD MODELS SUPERMODEL OF THE WORLD
Registration Number:	2890037	FORD MODELS SUPERMODEL OF THE WORLD
Registration Number:	2481166	S SUPER MODEL OF THE WORLD
Registration Number:	3379076	FORD MODELS 360
Serial Number:	85047497	FORD MODELS
Serial Number:	75513960	S SUPER MODEL OF THE WORLD
Serial Number:	78083315	FORD MODELS SUPERMODEL OF THE WORLD
Serial Number:	78083309	FORD MODELS SUPERMODEL OF THE WORLD
Serial Number:	76635382	FORD MODELS
Serial Number:	76656612	FORD MODELS 360

OP \$590.00 1296761

Serial Number:	76656436	FORD MODELS
Serial Number:	76583115	FORD MODELS SUPERMODEL OF THE WORLD
Serial Number:	76648458	FORD MODELS SUPERMODEL OF THE WORLD
Serial Number:	85031095	FORD MODELS SUPERMODEL OF THE WORLD
Serial Number:	77631429	FORD MODELS SUPERMODEL OF THE WORLD
Serial Number:	77612182	FORD MODELS SUPERMODEL OF THE WORLD
Serial Number:	78083327	FORD MODELS SUPERMODEL OF THE WORLD
Serial Number:	78071339	FORD MODELS SUPERMODEL OF THE WORLD
Serial Number:	85057550	FORD PROJECT

CORRESPONDENCE DATA

Fax Number: (212)564-6083
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: (800) 221-0102
Email: jdougherty@nationalcorp.com
Correspondent Name: Joseph Dougherty
Address Line 1: 10 E. 40th Street, 10th Fl
Address Line 2: National Corporate Research
Address Line 4: New York, NEW YORK 10016

ATTORNEY DOCKET NUMBER:	N329261
NAME OF SUBMITTER:	Rodger Tighe
Signature:	/Rodger Tighe/
Date:	11/05/2010

Total Attachments: 10
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**APPLICATION NUMBER(S) OR REGISTRATION NUMBER(S) AND
IDENTIFICATION OR DESCRIPTION OF THE TRADEMARK**

<u>Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
Ford Artists	1,296,761	September 18, 1984
Ford Models	1,296,761	September 18, 1984
Supermodel of America	74008169	December 5, 1989
Ford Models	2,679,087	January 21, 2003
Ford Models	2,893,809	October 12, 2004
Ford Models	2,730,669	October 12, 2004
Ford Models Supermodel of the World	2,730,669	June 24, 2003
Ford Models Supermodel of the World	2,890,037	September 28, 2004
Supermodel of the World & S Design	2,481,166	August 28, 2001
Ford Models	3,379,076	February 5, 2008

<u>Mark</u>	<u>Application No.</u>	<u>Filing Date</u>
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S Supermodel of the World	75/513,960	July 6, 1998
Ford Models Supermodel of the World	78/083315	September 10, 2001
Ford Models Supermodel of the World	78/083309	September 10, 2001
Ford Models	76/635,382	April 7, 2005
Ford Models 360	76/656,612	March 9, 2006
Ford Models	76/656,436	March 13, 2006
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Ford Models Supermodel of the World	76/648,458	October 14, 2005
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Ford Models Supermodel of the World	78/083,327	September 10, 2001
Ford Models Supermodel of the World	78/071,339	June 27, 2001
Ford Project	85/057,550	June 8, 2010

TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement dated as of September 22, 2010 ("Trademark Security Agreement") made by Ford Models, Inc. ("Borrower") to JPMorgan Chase Bank, N. A. ("Bank").

Reference is made to a Security Agreement dated the date of this Trademark Security Agreement by Borrower for the benefit of Bank. Borrower and Bank agree that this Trademark Security Agreement is in addition to and not a limitation of the Security Agreement and that all of the provisions (as applicable) continue to apply to the Collateral specified in this Trademark Security Agreement.

In consideration of Bank providing credit to Borrower, including the making of the Loans, Borrower hereby agrees as follows:

Section 1. Definitions. As used in this Trademark Security Agreement, the following terms have the following meanings (terms defined in the singular to have the same meaning when used in the plural and vice versa):

"Collateral" has the meaning specified in "Grant of Security Interest" (Section 3).

"Credit Agreement" means the Credit Agreement dated the date of this Trademark Security Agreement between Borrower and Bank.

"Financing Documents" means the Credit Agreement, the Revolving Credit Note, the Term Loan Note, this Trademark Security Agreement and each other document executed and delivered to Bank in connection with or as required by the Credit Agreement. Any reference to any Financing Documents shall mean such Financing Documents as amended, modified, supplemented or restated from time to time, subject to the provisions of "Amendments, Etc." (Section 9.01) of the Credit Agreement.

"Obligations" means any and all present and future liabilities and obligations of Borrower to Bank under or pursuant to the Credit Agreement and each other Financing Document, and any and all obligations, contingent or otherwise, whether now existing or hereafter arising, of Borrower to Bank and/or its Affiliates arising under or in connection with Rate Management Transactions, whether incurred by Borrower as principal or guarantor or otherwise, and whether due or to become due, secured or unsecured, absolute or contingent, joint or several, direct or indirect (including participations or any interest of Bank in obligations of Borrower to others), acquired outright, conditionally or as collateral security by Bank from another, liquidated or unliquidated, arising by operation of law or otherwise, together with all fees and expenses incurred in collecting any or all of the items specified in this definition or enforcing any rights under any of the Financing Documents, including all fees and expenses of counsel to Bank and of any

experts and agents which may be paid or incurred by Bank in collecting any such items or enforcing any such rights.

“Rate Management Transaction” means (1) any transaction (including an agreement with respect thereto) now existing or hereafter entered into between Borrower and Bank and/or its Affiliates which is a rate swap, swap option, basis swap, forward rate transaction, commodity swap, commodity option, equity or equity index swap, equity or equity index option, bond option, interest rate option, foreign exchange transaction, cap, floor, collar, currency swap, cross-currency rate swap, currency option, credit protection transaction, credit swap, credit default swap, credit default option, total return swap, credit spread, repurchase transaction, reverse repurchase transaction, buy/sell-back transaction, securities lending transaction, weather index transaction or forward purchase or sale of a security, commodity or other financial instrument or interest (including any option with respect to any of these transactions), or (2) any type of transaction that is similar to any transaction referred to in clause (1) above that is currently, or in the future becomes, recurrently entered into in the financial markets and which is a forward, swap, future, option or other derivative on one or more rates, currencies, commodities, equity securities or other equity instruments, debt securities or other debt instruments, economic indices or measures of economic risk or value, or other benchmarks against which payments or deliveries are to be made, or any combination of the foregoing transactions.

“Revolving Credit Note” means the Revolving Credit Note dated the date of this Trademark Security Agreement made by Borrower and payable to Bank.

“Term Loan Note” means the Term Loan Note dated the date of this Trademark Security Agreement made by Borrower and payable to Bank.

“Trademark Licenses” means all written agreements providing for the grant by or to Borrower of any rights to use a Trademark.

“Trademarks” means all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade dress, trade styles, service marks, certification marks, collective marks, logos, other source of business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of a like nature or relating to any of the foregoing, including those listed on Exhibit A, and all registrations and recordings thereof and all applications in connection therewith, and all of the goodwill of the business connected with the use of, and symbolized by the items described above.

“Trademark Security Agreement” means this Trademark Security Agreement.

“UCC” means the Uniform Commercial Code of the State of New York.

Except for the terms otherwise defined in this Trademark Security Agreement, (1) all terms defined in this Trademark Security Agreement will have the same meaning specified for such term in the Credit Agreement, and (2) all terms defined in the UCC

that are used in this Trademark Security Agreement shall have the meaning specified in the UCC.

Section 2. Rules of Interpretation. When used in this Trademark Security Agreement: (1) "or" is not exclusive, (2) a reference to a law includes any amendment or modification to such law, and (3) a reference to an agreement, instrument or document includes any amendment or modification of such agreement, instrument or document, if and to the extent such amendment or modification is permitted under the Financing Documents.

Section 3. Grant of Security Interest. Borrower hereby grants to Bank a continuing security interest in and lien on all right, title and interest of Borrower in and to all Trademarks and Trademark Licenses and all income, royalties, damages and payments now or hereafter due or payable under or with respect to any of the foregoing and the right to sue for past, present or future infringements and dilutions of any of the foregoing and all Proceeds and products of the foregoing ("Collateral").

Section 4. Security for Obligations. The Collateral secures the prompt and complete payment when due of all Obligations. Borrower authorizes Bank to have this Trademark Security Agreement or any other similar security agreement filed with the Commissioner of Patents and Trademarks or any other appropriate federal, state or government office.

Section 5. Representations and Warranties. At the time of execution of this Trademark Security Agreement and each time Bank provides credit as noted above, Borrower represents and warrants to Bank as follows:

(1) Exhibit A. Exhibit A is a true, correct and complete list of all material Trademarks and Trademark Licenses owned by Borrower. Each such material Trademark is subsisting and has not been determined to be invalid or unenforceable, in whole or in part.

(2) No Infringement. To the knowledge of Borrower, the use by Borrower of the Trademarks and Trademark Licenses does not infringe the right of any other Person in any material way.

Section 6. Covenants. Borrower agrees:

(1) Reporting Requirements. Borrower will promptly notify Bank if (a) any material claim, including any attachment, levy, execution or other legal process, is made against any or all of the Collateral, (b) Borrower knows or has reason to know of any reason why any application, registration, or recording with respect to the material Trademarks may become abandoned, canceled, invalidated, avoided or avoidable, or (3) Borrower owns or obtains rights in a material Trademark or Trademark License not listed on Exhibit A. Borrower will furnish to Bank from time to time statements and schedules

further identifying and describing the Collateral and such other reports in connection with such Collateral as Bank may reasonably request, all in reasonable detail.

(2) Trademarks. Borrower shall, at Borrower's expense, perform all acts and execute all documents necessary to maintain the existence of registered material Trademarks as registered Trademarks and to maintain the existence of all of the domestic material Trademarks as valid and subsisting, including, without limitation, the filing of any renewal affidavits and applications. Borrower will not abandon any of the material domestic Trademarks and Borrower will not do any act, nor omit to do any act, whereby the material domestic Trademarks may become abandoned, invalidated, unenforceable, avoided, or avoidable.

Section 7. Rights and Remedies. If Borrower fails to perform any agreement contained in this Trademark Security Agreement, upon prior written notice and upon the occurrence and continuance of an Event of Default, Bank may itself perform, or cause performance of, such agreement.

Upon the occurrence and continuance of an Event of Default, Bank may exercise in respect of any or all of the Collateral each of the following rights, remedies and powers and Borrower agrees that each of the following rights, remedies and powers is commercially reasonable:

(1) General Remedies. Bank may exercise in respect of any or all of the Collateral all rights, remedies and powers provided for in this Trademark Security Agreement, by law, in equity or otherwise available to it, including all the rights and remedies of a secured party under the UCC (whether or not the UCC applies to the affected Collateral).

(2) Trademarks. Bank may make use of any Trademarks for the sale of goods, completion of work-in-progress or rendering of services in connection with enforcing any other security interest granted to Bank by Borrower or any Subsidiary or Affiliate of Borrower or for such other reason as Bank may determine. Bank may grant such license or licenses relating to the Trademarks for such term or terms, on such conditions, and in such manner, as Bank shall in its reasonable discretion deem appropriate. Such license or licenses may be general, special or otherwise, and may be granted on an exclusive or non-exclusive basis throughout all or any part of the United States of America, its territories and possessions, and all foreign countries.

(3) Sale or Other Disposition of Collateral. Bank may, upon ten (10) days notice to Borrower, sell, lease, license or otherwise dispose of and grant options to purchase, lease, license or otherwise acquire, any or all of the Collateral in one or more parcels at public or private sale or other disposition, for cash, on credit, for future delivery or otherwise and upon such other terms, including price, as Bank may deem commercially reasonable.

(4) Notice of Sale or Other Disposition of Collateral. Borrower agrees that, to the extent notice of sale shall be required by law, at least ten (10) days notice to Borrower of

the time and place of any public or private sale is to be made shall constitute reasonable notification. Bank shall not be obligated to make any sale of any or all of the Collateral after any notice of sale has been given. Bank may adjourn any public or private sale from time to time by announcement at the time and place fixed for such sale, and such sale may, without further notice, be made at the time and to the place to which it was so adjourned.

Section 8. Appointment of Bank Attorney-in-Fact. Borrower hereby irrevocably appoints Bank attorney-in-fact, with full authority in the place and stead of Borrower and in the name of Borrower, Bank or otherwise (1) to take any and all action and exercise all rights and remedies granted to Bank under this Trademark Security Agreement, and (2) to execute any instrument which Bank may deem reasonably necessary or advisable to accomplish the purpose of this Trademark Security Agreement.

Borrower hereby ratifies and approves all acts of Bank as its attorney in-fact pursuant to this Section, and Bank, as its attorney in-fact, will not be liable for any acts of commission or omission, nor for any error of judgment or mistake of fact or law, other than those which result from Bank's gross negligence or willful misconduct. This power, being coupled with an interest, is irrevocable so long as this Trademark Security Agreement remains in effect.

Bank agrees not to exercise any rights granted under this Section unless there is an outstanding Event of Default.

Section 9. Amendments. No amendment or waiver of any provision of this Trademark Security Agreement nor consent to any departure by Borrower from this Trademark Security Agreement shall in any event be effective unless the same shall be in writing and signed by Bank and Borrower, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given. Notwithstanding anything contained in this Agreement or any of the other Financing Documents to the contrary, Bank and Borrower will not enter into any amendment or modification of any Financing Document without the consent of Assignor.

Section 10. Addresses for Notices. All notices and other communications provided for under this Trademark Security Agreement shall be in writing and, mailed or delivered by messenger or overnight deliver service or sent by telecopy or electronic transmission, addressed, in the case of Borrower to the address specified below its signature, and in the case of Bank to the address specified below; or as to any such party at such other address as shall be designated by such party in a written notice to the other party complying as to delivery with the terms of this Section.

JPMorgan Chase Bank, N.A.
270 Park Avenue, 41st Floor
New York, New York 10017
Attention: Jessica Bennett, AVP

With a copy to:

Cullen and Dykman LLP
100 Quentin Roosevelt Boulevard
Garden City, New York 11530
Attention: Rodger Tighe, Esq.

All such notices and communications shall be effective in the case of delivery by hand or overnight courier service or by telecopy or electronic transmission on the date of receipt and be effective in the case of delivery by mail two (2) Business Days after being deposited in the mails.

Section 11. Submission to Jurisdiction. Borrower hereby irrevocably submits to the jurisdiction of any New York State or United States Federal court sitting in County of New York in the State of New York over any action or proceeding arising out of or relating to this Trademark Security Agreement, and Borrower hereby irrevocably agrees that all claims in respect of such action or proceeding may be heard and determined in such New York State or Federal court. Borrower irrevocably consents to the service of any and all process in any such action or proceeding by the mailing of copies of such process to Borrower at its address specified on the signature page of this Agreement by registered mail, return receipt requested. Borrower agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in any other jurisdictions by suit on the judgment or in any other manner provided by law. Borrower further waives any objection to venue in such State on the basis of inconvenient forum. Borrower further agrees that any action or proceeding brought against Bank shall be brought only in New York State or United States Federal Court sitting in the County of New York.

Nothing in this Section shall affect the right of Bank to serve legal process in any other manner permitted by law or affect the right of Bank to bring any action or proceeding against Borrower or its property in the courts of any other jurisdictions.

To the extent that Borrower has or hereafter may acquire any immunity from jurisdiction of any court or from any legal process (whether through service or notice, attachment prior to judgment, attachment in aid of execution, execution or otherwise) with respect to itself or its property, Borrower hereby irrevocably waives such immunity in respect of its obligations under this Trademark Security Agreement.

Section 12. Governing Law. This Trademark Security Agreement shall be governed by and construed in accordance with the laws of the State of New York without regard to its principles of conflicts of law, except to the extent that the validity or perfection of the security interest under this Trademark Security Agreement, or remedies under this Trademark Security Agreement, in respect of any particular Collateral are governed by the laws of a jurisdiction other than the State of New York.

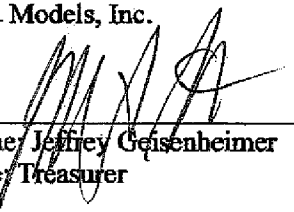
Section 13. Miscellaneous. This Trademark Security Agreement is in addition to and not in limitation of any other rights and remedies Bank may have by virtue of any other instrument or agreement heretofore, contemporaneously herewith or hereafter executed by Borrower or by law or otherwise. If any provision of this Trademark Security Agreement is contrary to applicable law, such provision shall be deemed ineffective without invalidating the remaining provisions of this Trademark Security Agreement. If and to the extent that applicable law confers any rights in addition to any of the provisions of this Trademark Security Agreement, the affected provision shall be considered amended to conform to such law. The headings in this Trademark Security Agreement are for convenience of reference only, and shall not affect the interpretation or construction of this Trademark Security Agreement.

Section 14. WAIVER OF JURY TRIAL. BORROWER EXPRESSLY WAIVES ANY AND EVERY RIGHT TO A TRIAL BY JURY IN ANY ACTION ON OR RELATED TO THIS TRADEMARK SECURITY AGREEMENT.

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IN WITNESS WHEREOF, Borrower has duly executed and delivered this Trademark Security Agreement as of the date of this Trademark Security Agreement.

Ford Models, Inc.

By: 
Name: Jeffrey Geisenheimer
Title: Treasurer

Address for Notices

Ford Models, Inc.
111 Fifth Avenue
New York, New York 10003

Attention: Jeffrey Geisenheimer, CFO
Facsimile No.: (212) 375-1380

and

Altpoint Capital Partners Fund I LP
712 Fifth Avenue, 50th Floor
New York, New York 10019

Attention: General Counsel
Facsimile No.: (646) 805-3474

With a copy to:

Dechert LLP
1095 Avenue of the Americas
New York, New York 10036-6797

Attention: Ronald R. Jewell, Esq.
Facsimile No.: (212) 314-0089

EXHIBIT A
TRADEMARKS AND TRADEMARK LICENSES

<u>Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
Ford Artists	1,296,761	September 18, 1984
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