

| | |
|--------------------|------------------|
| NAME OF SUBMITTER: | Betty G. Smith |
| Signature: | /Betty G. Smith/ |
| Date: | 04/08/2011 |

Total Attachments: 49

source=IP Security Agreement#page1.tif
source=IP Security Agreement#page2.tif
source=IP Security Agreement#page3.tif
source=IP Security Agreement#page4.tif
source=IP Security Agreement#page5.tif
source=IP Security Agreement#page6.tif
source=IP Security Agreement#page7.tif
source=IP Security Agreement#page8.tif
source=IP Security Agreement#page9.tif
source=IP Security Agreement#page10.tif
source=IP Security Agreement#page11.tif
source=IP Security Agreement#page12.tif
source=IP Security Agreement#page13.tif
source=IP Security Agreement#page14.tif
source=IP Security Agreement#page15.tif
source=IP Security Agreement#page16.tif
source=IP Security Agreement#page17.tif
source=IP Security Agreement#page18.tif
source=IP Security Agreement#page19.tif
source=IP Security Agreement#page20.tif
source=IP Security Agreement#page21.tif
source=IP Security Agreement#page22.tif
source=IP Security Agreement#page23.tif
source=IP Security Agreement#page24.tif
source=IP Security Agreement#page25.tif
source=IP Security Agreement#page26.tif
source=IP Security Agreement#page27.tif
source=IP Security Agreement#page28.tif
source=IP Security Agreement#page29.tif
source=IP Security Agreement#page30.tif
source=IP Security Agreement#page31.tif
source=IP Security Agreement#page32.tif
source=IP Security Agreement#page33.tif
source=IP Security Agreement#page34.tif
source=IP Security Agreement#page35.tif
source=IP Security Agreement#page36.tif
source=IP Security Agreement#page37.tif
source=IP Security Agreement#page38.tif
source=IP Security Agreement#page39.tif
source=IP Security Agreement#page40.tif
source=IP Security Agreement#page41.tif
source=IP Security Agreement#page42.tif
source=IP Security Agreement#page43.tif
source=IP Security Agreement#page44.tif
source=IP Security Agreement#page45.tif
source=IP Security Agreement#page46.tif
source=IP Security Agreement#page47.tif

source=IP Security Agreement#page48.tif
source=IP Security Agreement#page49.tif

EXECUTION VERSION

AA INTELLECTUAL PROPERTY SECURITY AGREEMENT

NY:1330705.7

TRADEMARK
REEL: 004518 FRAME: 0240

Table of Contents

| | <u>Page</u> |
|--|-------------|
| 1. Definitions..... | 1 |
| 2. Incorporation of Loan Agreement | 4 |
| 3. Security Interests..... | 4 |
| 4. Restrictions on Future Agreements..... | 4 |
| 5. Representations and Warranties..... | 5 |
| 6. New Intellectual Property | 6 |
| 7. License; Royalties; Term | 6 |
| 8. Administrative Agent’s Right to Inspect | 6 |
| 9. Termination..... | 7 |
| 10. Duties of Grantor | 7 |
| 11. Consents | 7 |
| 12. Recordation | 8 |
| 13. Administrative Agent’s Right to Sue..... | 8 |
| 14. Waivers | 8 |
| 15. Severability | 8 |
| 16. Modification..... | 8 |
| 17. Cumulative Remedies; Power of Attorney; Effect on Loan Agreement | 9 |
| 18. Binding Effect; Benefits | 9 |
| 19. Governing Law | 9 |
| 20. Assignment | 9 |

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “**Security Agreement**”) is made effective as of the 29th day of March, 2011 by and between ALFRED ANGELO INVESTMENTS, INC., a Delaware corporation (“**AAI**”), ALFRED ANGELO – THE COMPANY STORE, INC., a Florida corporation (“**Company Store**”), ALFRED ANGELO – THE BRIDE’S STUDIO NO. 1, INC., a Florida corporation (“**Bride 1**”), ALFRED ANGELO – THE BRIDE’S STUDIO NO. 2, INC., a Florida corporation (“**Bride 2**”), PF INTERNATIONAL, INC., a Delaware corporation (“**PF**”), ALFRED ANGELO, INC., a Pennsylvania corporation (“**Alfred Angelo**”), ALFRED ANGELO – THE BRIDE’S STUDIO NO. 3, INC., a Delaware corporation (“**Bride 3**”), HACIENDA BRIDES, a California corporation (“**HB**”), ALFRED ANGELO – THE BRIDE’S STUDIO NO. 4, LLC, a Texas limited liability company (“**Bride 4**”), BRIDESMART, L.P., a Texas limited partnership (“**Bridesmart**”), AA BRIDAL, LLC, a Delaware limited liability company (“**AA Bridal**”), ALFRED ANGELO - THE BRIDE’S STUDIO NO. 5, LLC, a Delaware limited liability company (“**Bride 5**”), AA FLORIDA BRIDAL RETAIL COMPANY, LLC, a Florida limited liability company (“**AA Florida**”), AA BRIDAL NORTHEAST LLC, a Delaware limited liability company (“**AA Bridal Northeast**”), AA BRIDAL MIDWEST LLC, a Delaware limited liability company (“**AA Bridal Midwest**”), AA BRIDAL NEBRASKA, LLC, a Delaware limited liability company (“**AA Bridal Nebraska**”), DJ FASHIONS, LLC, a New York limited liability company (“**DJ**”), DZ HOLDING COMPANY, LLC, a New York limited liability company (“**DZ**”) and ZN, LLC, a New York limited liability company (“**ZN**”, and together with AAI, Company Store, Bride 1, Bride 2, PF, Alfred Angelo, Bride 3, HB, Bride 4, Bridesmart, AA Bridal, Bride 5, AA Florida, AA Bridal Northeast, AA Bridal Midwest, AA Bridal Nebraska, DJ and DZ, each a “**Grantor**” and collectively “**Grantors**”) and FSJC V, LLC (“**Administrative Agent**”).

BACKGROUND

A. Pursuant to that certain Loan and Security Agreement dated of even date herewith by and among Administrative Agent, Line Agent, Grantors and the Lenders party thereto (such Loan and Security Agreement, as heretofore or hereafter amended, modified or restated, being referred to herein as the “**Loan Agreement**”), Lenders agreed to extend to Grantors certain credit facilities subject to the terms and conditions as set forth therein.

B. The Loan Agreement provides, inter alia, that each Grantor will grant to Administrative Agent a security interest in all of such Grantor’s assets, including, without limitation, its Intellectual Property (as defined below).

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

1. **Definitions.** All capitalized terms not otherwise defined below or herein shall have the meanings set forth in the Loan Agreement:

“Copyrights” means (a) all rights and interests in copyrights, works protectable by copyright, copyright registrations and copyright applications, works of authorship, and moral rights in any works of authorship anywhere in the world, including all computer programs, operating systems, application systems, hardware or software of any nature whatsoever owned by any Grantor, whether operational, under development or inactive, including all object codes, source codes, modules, technical manuals, user manuals, operating instructions and procedures, in-pu and out-pu formats, program listings, narrative descriptions, program flow charts, file layouts, report layouts, screen layouts and other documentation therefor (including internal notes, memoranda, status evaluations, marketing information and write-ups), and all improvements, modifications, enhancements, new releases and revisions thereof, whether in machine-readable form, programming language or any other language or symbols, and whether stored, encoded, recorded or written on disk, tape, film, memory device, paper or other media of any nature; together with all tangible media upon which any of the foregoing are recorded or encoded, including, without limitation, all chips, disks, tapes, film and paper (b) all extensions, and renewals of any of the foregoing, (c) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past, present or future infringements, violations, dilutions, or misappropriations thereof, (d) the right to sue for and enforce against all past, present and future infringements, violations, dilutions, or misappropriations thereof, and (e) all rights corresponding thereto throughout the world.

“Domain Names” means (a) all Internet domain names, domain name registrations, and web sites (including web links), (b) all extensions, and renewals of any of the foregoing, (c) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past, present or future infringements, violations, dilutions, or misappropriations thereof, (d) the right to sue for and enforce against all past, present and future infringements, violations, dilutions, or misappropriations thereof, and (e) all rights corresponding thereto throughout the world.

“Intellectual Property” means, collectively, all of the following: (a) all fashion, fabric, and clothing designs and styles; all systems software, applications software and internet rights, including, without limitation, screen displays and formats, program structures, sequence and organization; all documentation for such software, including, without limitation, user manuals, flowcharts, programmer’s notes, functional specifications, and operations manuals; all methods, formulas, processes, ideas and know-how embodied in any of the foregoing, all program materials, flowcharts, information contained on computer disks or tapes, literature, reports, catalogs, databases, blueprints, plans, patterns, drawings, specifications, designs, manufacturing or processing rights, customer lists, route lists; and all notes and outlines created in connection with any of the foregoing or with respect to any research and development, whether or not protected under copyright, patent, or trademark law, (b) concepts, discoveries, inventions, improvements and ideas, (c) any useful information relating to the items described in clause (a) or (b), including know-how, technology, engineering drawings, reports, design information, practices, laboratory notebooks, specifications, test procedures, maintenance manuals, research, development, manufacturing, marketing, merchandising, selling, purchasing and accounting, (d) Trade Secrets, Domain Names, Publicity Rights, Patents, Copyrights and Trademarks, and (e) all right to payment, franchises, permits and agreements (including licenses, royalty agreements, covenants not to sue and the right of indemnification) with respect to any rights in or to any of

the items described in the foregoing clauses (a)-(d) or rights to make, have made, use, import, export, prepare for sale, sell, distribute, market and advertise any inventory now or hereafter owned by Grantor or now or hereafter covered by such right to payment, franchises, permits and agreements (all of clause (e) collectively, "**Licenses**"), (f) all physical embodiments of any of the items described in the foregoing clauses (a)-(d), (g) all income, royalties, damages and payments now and hereafter due and/or payable with respect to any of the items described in the foregoing clauses (a)-(d), including, without limitation, damages and payments for past, present or future infringements, violations, dilutions, or misappropriations thereof, (h) the right to sue for and enforce against all past, present and future infringements, violations, dilutions, or misappropriations of any of the items described in the foregoing clauses (a)-(d), and (i) all rights corresponding to any of the foregoing throughout the world.

"Licenses" has the meaning set forth in the definition of Intellectual Property.

"Patents" means (a) all patents, rights and interests in patents, patent disclosures, patentable inventions and patent applications anywhere in the world, (b) all improvements thereto, reissues, continuations (in whole or in part), divisionals, reexaminations and renewals and extensions of any of the foregoing, (c) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past, present or future infringements, violations, dilutions, or misappropriations thereof, (d) the right to sue for and enforce against all past, present and future infringements, violations, dilutions, or misappropriations thereof, and (e) all rights corresponding thereto throughout the world.

"Publicity Rights" means (a) all rights of publicity, privacy, or personality, and any other rights to the name, likeness, voice, image, portrait, signature, or other characteristics of a Person currently living or deceased (including rights in consents to use a Person's name, portrait, or signature as or as part of a Trademark), whether enforceable under statute, contract, common law, tort, or any other legal theory, (b) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past, present or future infringements, violations, dilutions, or misappropriations thereof, (c) the right to sue for and enforce against all past, present and future infringements, violations, dilutions, or misappropriations thereof, and (d) all rights corresponding thereto throughout the world.

"Trademarks" means all (a) service marks, trademarks, rights and interests in trademarks, service mark and trademark registrations, trade names, trademark applications, corporate names, company names, business names, fictitious business names, trade styles, trade dress, brand names, logos, other business identifiers, together with translations, adaptations, derivations and combinations thereof, prints and labels on which any of the foregoing have appeared or appear, whether registered or unregistered, all registrations and recordings thereof, and all applications in connection therewith anywhere in the world, and all goodwill attendant thereto, (b) all extensions and renewals of any of the foregoing, (c) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past, present or future infringements, violations, dilutions, or misappropriations thereof, (d) the right to sue for and enforce against all past,

present and future infringements, violations, dilutions, or misappropriations thereof, (e) all rights corresponding thereto (including the goodwill) throughout the world.

“Trade Secrets” means collectively all technical data, engineering drawings, reports, designs, practices, laboratory notebooks, specifications, test procedures, maintenance manuals, and information relation to research, development, manufacturing, marketing, merchandizing, selling, purchasing and accounting, which derives economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can derive economic value from its disclosure or use.

2. **Incorporation of Loan Agreement.** The Loan Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto.

3. **Security Interests.** To secure the complete and timely payment and satisfaction of all Borrower Indebtedness, Grantor hereby mortgages and pledges to Administrative Agent and grants to Administrative Agent a security interest in, as and by way of a first mortgage and security interest having priority over all other security interests, with power of sale, to the extent permitted by law, all of such Grantor’s right, title and interest in and to all Intellectual Property, whether now owned or existing or filed or hereafter acquired or arising or filed or hereafter acquired, arising, or filed or in which such Grantor now has or at any time in the future may acquire any right, title or interest, and wherever located or deemed located (collectively the **“Collateral”**), provided, that (A) the security interests granted herein shall not extend to, and the term **“Collateral”** shall not include, any rights under any License of any Grantor to the extent that the granting of a security interest therein would, under the express terms of such License, (a) be prohibited or restricted or (b) result in a breach of the terms of, constitute a default under or result in a termination of any such lease, instrument, contract or agreement governing such right, unless (x) such prohibition or restriction is not enforceable or is otherwise ineffective under Applicable Law or (y) consent to such security interest has been obtained from any applicable third party; and (B) any United States intent-to-use trademark applications shall not be considered Collateral to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of or render void or result in the cancellation of, any registration issued as a result of such intent-to-use trademark applications under applicable law; provided further, that upon submission and acceptance by the United States Patent and Trademark Office of an amendment to allege use pursuant to 15 U.S.C. Section 1051(d) (or any successor provision), such intent-to-use trademark application shall be considered Collateral.

4. **Restrictions on Future Agreements.** Each Grantor agrees that until all Borrower Indebtedness shall have been satisfied in full and the Loan Agreement shall have been terminated, such Grantor will not, without Administrative Agent’s prior written consent, enter into any agreement (including, without limitation, any license or royalty agreement) which is inconsistent with such Grantor’s obligations under this Security Agreement or the Loan Agreement and each 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 of Administrative Agent under this Security Agreement.

5. Representations and Warranties. Each Grantor represents and warrants that:

5.1 the Patents, Copyrights, Licenses, Trademarks, and Domain Names listed on **Exhibits "A", "B", "C", "D", and "E"**, respectively, constitute all of the Patents, Copyrights, Licenses, Trademarks, and Domain Names now owned by such Grantor;

5.2 such Grantor has not entered into any agreement whereby any present or future Intellectual Property of or developed by such Grantor or its employees is assigned to another Person or is deemed a work-for-hire for another Person;

5.3 none of the Intellectual Property owned by such Grantor is the subject of any material licensing or franchise agreement pursuant to which such Grantor is the licensor or franchisor;

5.4 all Intellectual Property of such Grantor is valid, subsisting, unexpired, un-terminated, enforceable and has not been abandoned;

5.5 no holding, decision or judgment has been rendered by any Governmental Authority that would limit, cancel or question the ownership, validity or enforceability of any Intellectual Property of such Grantor or such Grantor's interest therein;

5.6 no action or proceeding is pending (A) seeking to limit, affect, cancel or question the ownership, validity or enforceability of any Intellectual Property of such Grantor or that could be reasonably expected to have an adverse effect on the value of any such Intellectual Property or (B) alleging that any use by such Grantor, its agents or licensees of any such Intellectual Property infringes, dilutes, misappropriates, or otherwise violates any Intellectual Property or any right of any third party, or (C) alleging that any Intellectual Property of such Grantor is being licensed, sublicensed or used in violation of any Intellectual Property or any other right of any third party;

5.7 all applications pertaining to the Domain Names, Copyrights, Patents and Trademarks of such Grantor have been duly and properly filed and all registrations or letters pertaining to such Domain Name, Copyrights, Patents and Trademarks have been duly and properly filed and issued;

5.8 such Grantor has not made any assignment or agreement, including Licenses, in conflict with the security interest in any Intellectual Property constituting Collateral granted to the Administrative Agent;

5.9 to the best of such Grantor's knowledge, no third party is infringing upon or otherwise violating any rights in any Intellectual Property owned or used by such Grantor or any of its respective licensees; and

5.10 to the best of such Grantor's knowledge, the operations of such Grantor and its affiliates do not infringe, dilute, misappropriate, or otherwise violate any Intellectual Property of any third party.

6. **New Intellectual Property.** If, before all Borrower Indebtedness shall have been satisfied in full and the Loan Agreement shall have been terminated, any Grantor shall (i) obtain rights to any new patentable inventions, trademarks, trademark registrations, tradenames, copyrights or licenses, or (ii) become entitled to the benefit of any Intellectual Property, Intellectual Property application, Intellectual Property 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 **Article 3** above shall automatically apply thereto and such Grantor shall give to Administrative Agent prompt written notice thereof. Each Grantor hereby authorizes Administrative Agent to modify this Security Agreement by amending **Exhibit "A", "B", "C", "D", and/or "E"**, as applicable, to include any future Intellectual Property which are Patents, Copyrights, Licenses, Trademarks or Domain Names, as applicable, under **Article 3** above or under this **Section 6**. Each Grantor hereby agrees to provide to Administrative Agent such assignment or other documentation as Administrative Agent may request to record Administrative Agent's lien on such future Patents, Copyrights, Licenses, Trademarks or Domain Names.

7. **License; Royalties; Term.** Upon the occurrence and during the continuance of an Event of Default, each Grantor hereby grants to the Administrative Agent a transferrable, irrevocable (except as provided for under **Section 9**), worldwide, royalty-free, fully-paid right and license to use such Grantor's Intellectual Property, with the right to sublicense others to do the same, in connection with the enforcement of Administrative Agent's rights hereunder and under the Loan Agreement, but only to the extent any license or agreement granting such Grantor rights in such Intellectual Property do not prohibit such use by Administrative Agent. With respect to any licenses granted to Administrative Agent in or to any Grantor's Licenses in this Security Agreement or the Loan Agreement, such licenses shall include the right for Administrative Agent and its licensee to exercise all rights which such Grantor could exercise under such Licenses. With respect to any licenses granted to Administrative Agent in or to any Grantor's Trademarks in this Security Agreement or the Loan Agreement, Administrative Agent shall make commercially reasonable efforts to maintain the quality of products in connection with such use of such Trademarks, consistent with the quality of said products as of the date hereof in all material respects. Each Grantor hereby agrees that the use by Administrative Agent of all Intellectual Property as described in this Security Agreement and the Loan Agreement shall be worldwide and without any liability for royalties or other related charges from Administrative Agent to such Grantor. The term of the security interest granted herein shall extend until the earlier of (i) the expiration of each of the respective Intellectual Property hereunder, or (ii) the date on which all Borrower Indebtedness has been paid in full and the Loan Agreement is terminated.

8. **Administrative Agent's Right to Inspect.** Administrative Agent shall have the right, during normal business hours and upon reasonable prior notice to the applicable Grantor, to inspect such Grantor's premises and to examine such Grantor's books, records and operations, including, without limitation, such Grantor's quality control processes. Each Grantor agrees that Administrative Agent, or a conservator appointed by Administrative Agent, shall have the right to establish such additional reasonable product quality controls as Administrative Agent, or said conservator, in its sole judgment, may deem necessary to assure maintenance of the quality of products sold by such Grantor under the Trademarks. Each Grantor agrees (i) not to sell or assign its interest in, or agree that any of its Intellectual Property rights are a work-made-for-hire

for another Person, or grant any license under, the Intellectual Property of such Grantor, without the prior written consent of Administrative Agent; (ii) to maintain the quality of any and all products in connection with which the Trademarks and/or Copyrights of such Intellectual Property are used, consistent with quality of said products as of the date hereof; (iii) not to adversely change the quality of said products without Administrative Agent's express written consent; and (iv) to provide Administrative Agent, upon request, with a certificate of an officer of such Grantor certifying such Grantor's compliance with the foregoing.

9. **Termination.** This Security Agreement is made for collateral purposes only. Upon payment in full of all Borrower Indebtedness and termination of the Loan Agreement, Administrative Agent shall execute and deliver to Grantors a termination of Administrative Agent's security interest granted herein and all deeds, assignments and other instruments as may be necessary or proper to re-vest in Grantors full title to the Intellectual Property, subject to any disposition thereof which may have been made by Administrative Agent pursuant hereto.

10. **Duties of Grantor.** Each Grantor shall have the duty (a) to prosecute diligently any Intellectual Property application pending as of the date hereof or thereafter until all Borrower Indebtedness shall have been paid in full and the Loan Agreement is terminated, to maintain and pursue each application (and to obtain the relevant registration) and to maintain each registration of the Intellectual Property, including, without limitation, filing of applications for renewal, affidavits of use and affidavits of incontestability, (b) to make application on unpatented but patentable inventions and on trademarks and copyrights, as appropriate, and (c) to preserve and maintain all rights in Domain Names, patent applications and patents of the Patents, in trademark applications, trademarks and trademark registrations of the Trademarks and in copyright applications and copyrights of the Copyrights. Any expenses incurred in connection with such applications shall be borne by Grantors. No Grantor shall abandon any right to file a patent, trademark or copyright application, or any pending patent, trademark or copyright application or any Intellectual Property without the consent of the Administrative Agent, which consent shall not be unreasonably withheld. Each Grantor shall cause its affiliates, licensees, sublicensees, employees, agents, and contractors to be bound by written agreements or policies sufficient to give effect to all terms and conditions of this Agreement, and their exhibits, addendums and attachments hereto and thereto.

11. **Consents.** Each Grantor has obtained or made as of the Closing Date and shall obtain and make all necessary authorizations and consents, filings or other actions ("**Consents**") required for (a) the grant by such Grantor of the rights granted herein, including the granting of the security interest and license in and to the Collateral granted hereby or for the execution, delivery or performance of this Security Agreement or the Loan Agreement by such Grantor, (b) the perfection of such security interest (to the extent such security interest can be perfected by filing under the UCC, or by filing an appropriate notice with the United States Patent and Trademark Office or the United States Copyright Office); (c) the exercise by the Administrative Agent or any of the Lenders of the rights and remedies provided for in this Security Agreement or the Loan Agreement; and (d) the application for and maintenance of the Intellectual Property of such Grantor. Such Consents shall remain in full force and effect during the existence of such security interests. Such Consents shall include (A) the consent to use the Publicity Rights of a Person in such Intellectual Property, and (B) providing notices and other information, and licensor consent for Licenses as required by such Licenses. Such Grantor shall be solely

responsible for paying all fees related to such Consents. If such Consent requires information including documentation from or about Administrative Agent or its designee, such Grantor shall cooperate with and assist Administrative Agent in providing such information in the form and substance required by such Consent, but in no case shall any Grantor provide confidential information of Administrative Agent or its designee without requiring confidentiality obligations of third party recipients of such information adequate to protect the confidential nature of such information.

12. **Recordation.** Administrative Agent may, without further notice to or consent of any Grantor, immediately record all assignments and other agreements previously executed and delivered to Administrative Agent by any Grantor and/or execute and record with all applicable offices (including, without limitation, the Patent and Trademark Office). Upon an Event of Default, each Grantor hereby authorizes and agrees that Administrative Agent may, through the power of attorney granted in **Section 17** hereof, irrevocably execute and deliver in such Grantor's name any and all such assignments (including absolute assignments of all rights, title and interest of such Grantor in and to the Patents, Copyrights, Licenses, Trademarks and other Collateral) and agreements and to take any and all other actions in such Grantor's name as Administrative Agent shall deem reasonable or appropriate to transfer and convey all right, title and interest of such Grantor in and to the Collateral to Administrative Agent or any other person or entity selected by Administrative Agent.

13. **Administrative Agent's Right to Sue.** Administrative Agent shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Intellectual Property of any Grantor, and, if Administrative Agent shall commence any such suit, each Grantor shall, at the request of Administrative Agent, do any and all lawful acts and execute any and all proper documents required by Administrative Agent in aid of such enforcement and each Grantor shall promptly, upon demand, reimburse and indemnify Administrative Agent for all costs and expenses incurred by Administrative Agent in the exercise of its rights under this **Section 13**.

14. **Waivers.** No course of dealing between any Grantor and Administrative Agent, nor any failure to exercise, nor any delay in exercising, on the part of Administrative Agent, any right, power or privilege hereunder or under the Loan 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.

15. **Severability.** The provisions of this Security Agreement are severable, and if any clause or provision shall be 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 Security Agreement in any jurisdiction.

16. **Modification.** This Security Agreement cannot be altered, amended or modified in any way, except as specifically provided in **Section 6** hereof or by a writing signed by the parties hereto.

17. **Cumulative Remedies; Power of Attorney; Effect on Loan Agreement.** All of Administrative Agent's rights and remedies with respect to the Intellectual Property of Grantors, whether established hereby or by the Loan Agreement, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Each Grantor hereby authorizes Administrative Agent to make, constitute and appoint any officer or agent of Administrative Agent as Administrative Agent may select, in its sole discretion, as such Grantor's true and lawful attorney-in-fact, with power to (i) following an Event of Default, endorse such Grantor's name on all applications, documents, papers and instruments necessary or reasonably desirable for the Administrative Agent to protect, evidence, perfect or enforce its security interest in such Intellectual Property, (ii) following an Event of Default, take any other actions with respect to such Intellectual Property as the Administrative Agent reasonably deems in the best interest of the Administrative Agent, (iii) following an Event of Default, grant or issue any exclusive or non-exclusive license under the such Intellectual Property to anyone, including Administrative Agent, and/or (iv) following an Event of Default, assign, pledge, convey or otherwise transfer title in or dispose of the such Intellectual Property to anyone, including Administrative Agent. Following an Event of Default, Administrative Agent may act under such power of attorney to take the actions referenced in **Section 6**. Administrative Agent hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until all Borrower Indebtedness shall have been paid in full and the Loan Agreement shall have been terminated. Each Grantor acknowledges and agrees that this Security Agreement is not intended to limit or restrict in any way the rights and remedies of Administrative Agent under the Loan Agreement but rather is intended to facilitate the exercise of such rights and remedies given it by the terms of this Security Agreement, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the such Intellectual Property may be located.

18. **Binding Effect; Benefits.** This Security Agreement shall be binding upon each Grantor and its successors and assigns, and shall inure to the benefit of Administrative Agent, its nominees, successors and assigns.

19. **Governing Law.** This Security Agreement shall be governed by and construed in accordance with the laws of the state of New York. Without limiting the generality of **Section 2**, the parties agree to the provisions of **Section 18** of the Loan Agreement.

20. **Assignment.** In addition to the rights granted in **Section 20.6** of the Loan Agreement, Administrative Agent shall have the right to assign and transfer its rights in any licenses granted to Administrative Agent herein to any successor in interest to this Security Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have duly executed this Security Agreement the day and year first above written.

ALFRED ANGELO INVESTMENTS, INC.

By: _____
Name: Joe Weltz
Title: VP - Finance

ALFRED ANGELO - THE COMPANY STORE, INC.

By: _____
Name: Joe Weltz
Title: VP - Finance

ALFRED ANGELO - THE BRIDE'S STUDIO NO. 1, INC.

By: _____
Name: Joe Weltz
Title: VP - Finance

ALFRED ANGELO - THE BRIDE'S STUDIO NO. 2, INC.

By: _____
Name: Joe Weltz
Title: VP - Finance

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

[Signature Page - Alfred Angelo IP Security Agreement]

PF INTERNATIONAL, INC.

By: _____
Name: Joe Weltz
Title: VP - Finance

ALFRED ANGELO, INC.

By: _____
Name: Joe Weltz
Title: VP - Finance

**ALFRED ANGELO - THE BRIDE'S STUDIO
NO. 3, INC.**

By: _____
Name: Joe Weltz
Title: VP - Finance

HACIENDA BRIDES

By: _____
Name: Joe Weltz
Title: VP - Finance

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

[Signature Page - Alfred Angelo IP Security Agreement]

**ALFRED ANGELO - THE BRIDE'S STUDIO
NO. 4, LLC**

By: _____
Name: Joe Weltz
Title: VP - Finance

BRIDESMART, L.P.

By: _____
Name: Joe Weltz
Title: VP - Finance of G.P.

AA BRIDAL, LLC

By: _____
Name: Joe Weltz
Title: VP - Finance

**ALFRED ANGELO - THE BRIDE'S STUDIO
NO. 5, LLC**

By: _____
Name: Joe Weltz
Title: VP - Finance

**AA FLORIDA BRIDAL RETAIL COMPANY,
LLC**

By: _____
Name: Joe Weltz
Title: VP - Finance

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

[Signature Page - Alfred Angelo IP Security Agreement]

AA BRIDAL NORTHEAST, LLC

By: _____
Name: Joe Weltz
Title: VP - Finance

AA BRIDAL MIDWEST, LLC

By: _____
Name: Joe Weltz
Title: VP - Finance

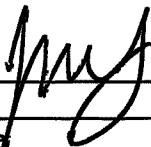
AA BRIDAL NEBRASKA, LLC

By: _____
Name: Joe Weltz
Title: VP - Finance

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

[Signature Page - Alfred Angelo IP Security Agreement]

DJ FASHIONS, LLC

By: _____
Name: Joe Weltz 
Title: VP - Finance

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

[Signature Page - Alfred Angelo IP Security Agreement]

DZ HOLDING COMPANY, LLC

By: _____
Name: Joe Weltz
Title: VP - Finance

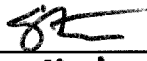
ZN, LLC

By: _____
Name: Joe Weltz
Title: VP - Finance

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

[Signature Page - Alfred Angelo IP Security Agreement]

FSJC V, LLC, as Administrative Agent

By: 
Name: Stephen J. Czech
Title: Executive Officer

[Signature Page – Alfred Angelo IP Security Agreement]

ACKNOWLEDGMENT OF ALFRED ANGELO, INC.

STATE OF Pennsylvania)
) ss.
COUNTY OF Montgomery)

On the 28th day of March, in the year 2011, before me, the undersigned, personally appeared Joe Wertz, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
KATHLEEN T. SORDINI Notary Public
Upper Dublin Twp., Montgomery County
My Commission Expires April 30, 2013

Kathleen T. Sordini
Notary Public

ACKNOWLEDGMENT OF ALFRED ANGELO INVESTMENTS, INC.

STATE OF Pennsylvania)
) ss.
COUNTY OF Montgomery)

On the 28th day of March, in the year 2011, before me, the undersigned, personally appeared Joe Wertz, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
KATHLEEN T. SORDINI, Notary Public
Upper Dublin Twp., Montgomery County
My Commission Expires April 30, 2013

Kathleen T. Sordini
Notary Public

ACKNOWLEDGMENT OF AA BRIDAL, LLC

STATE OF Pennsylvania)
) ss.
COUNTY OF Montgomery)

On the 28th day of March, in the year 2011, before me, the undersigned, personally appeared Joe Wertz, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
KATHLEEN T. SORDINI, Notary Public
Upper Dublin Twp., Montgomery County
My Commission Expires April 30, 2013

Kathleen T. Sordini
Notary Public

ACKNOWLEDGMENT OF AA FLORIDA BRIDAL RETAIL COMPANY, LLC

STATE OF Pennsylvania)
) ss.
COUNTY OF Montgomery)

On the 28th day of March, in the year 2011, before me, the undersigned, personally appeared Joe Wertz, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
KATHLEEN T. SORDINI, Notary Public
Upper Dublin Twp., Montgomery County
My Commission Expires April 30, 2013

Kathleen T. Sordini
Notary Public

ACKNOWLEDGMENT OF AA BRIDAL NORTHEAST, LLC

STATE OF Pennsylvania)
) ss.
COUNTY OF Montgomery)

On the 28th day of March, in the year 2011, before me, the undersigned, personally appeared Joe Wertz, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.


COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
KATHLEEN T. SORDINI, Notary Public
Upper Dublin Twp., Montgomery County
My Commission Expires April 30, 2013

Kathleen T. Sordini
Notary Public

ACKNOWLEDGMENT OF AA BRIDAL MIDWEST, LLC

STATE OF Pennsylvania)
) ss.
COUNTY OF Montgomery)

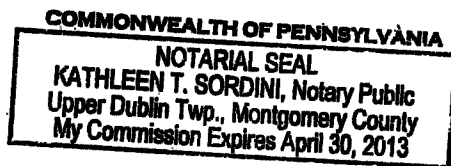
On the 28th day of March, in the year 2011, before me, the undersigned, personally appeared Joe Wertz, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.


Notary Public

ACKNOWLEDGMENT OF ALFRED ANGELO - THE BRIDE'S STUDIO NO. 1, INC.

STATE OF Pennsylvania)
) ss.
COUNTY OF Montgomery)

On the 28th day of March, in the year 2011, before me, the undersigned, personally appeared Joe Wertz, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.



Kathleen T. Sordini
Notary Public

ACKNOWLEDGMENT OF ALFRED ANGELO - THE BRIDE'S STUDIO NO. 2, INC.

STATE OF Pennsylvania)
) ss.
COUNTY OF Montgomery)

On the 28th day of March, in the year 2011, before me, the undersigned, personally appeared Joe Wertz, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
KATHLEEN T. SORDINI, Notary Public
Upper Dublin Twp., Montgomery County
My Commission Expires April 30, 2013

Kathleen T. Sordini
Notary Public

ACKNOWLEDGMENT OF ALFRED ANGELO - THE BRIDE'S STUDIO NO. 3, INC.

STATE OF Pennsylvania)
) ss.
COUNTY OF Montgomery)

On the 28th day of March, in the year 2011, before me, the undersigned, personally appeared Joe Weltz, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
KATHLEEN T. SORDINI, Notary Public
Upper Dublin Twp., Montgomery County
My Commission Expires April 30, 2013

Kathleen T. Sordini
Notary Public

ACKNOWLEDGMENT OF ALFRED ANGELO - THE BRIDE'S STUDIO NO. 4, LLC

STATE OF Pennsylvania)
) ss.
COUNTY OF Montgomery)

On the 21st day of March, in the year 2011, before me, the undersigned, personally appeared Joe Wertz, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

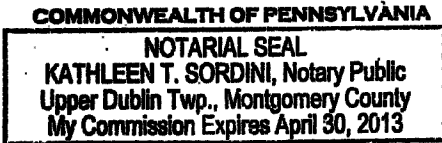
COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
KATHLEEN T. SORDINI, Notary Public
Upper Dublin Twp., Montgomery County
My Commission Expires April 30, 2013

Kathleen T. Sordini
Notary Public

ACKNOWLEDGMENT OF ALFRED ANGELO - THE BRIDE'S STUDIO NO. 5, LLC

STATE OF Pennsylvania)
) ss.
COUNTY OF Montgomery)

On the 28th day of March, in the year 2011, before me, the undersigned, personally appeared Joe Wertz, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.



Kathleen T. Sordini
Notary Public

ACKNOWLEDGMENT OF ALFRED ANGELO - THE COMPANY STORE, INC.

STATE OF Pennsylvania)
) ss.
COUNTY OF Montgomery)

On the 28th day of March, in the year 2011, before me, the undersigned, personally appeared Joe Wertz, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

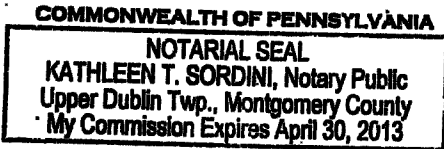
COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
KATHLEEN T. SORDINI, Notary Public
Upper Dublin Twp., Montgomery County
My Commission Expires April 30, 2013

Kathleen T. Sordini
Notary Public

ACKNOWLEDGMENT OF PF INTERNATIONAL, INC.

STATE OF Pennsylvania)
) ss.
COUNTY OF Montgomery)

On the 28th day of March, in the year 2011, before me, the undersigned, personally appeared Joe Wertz, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

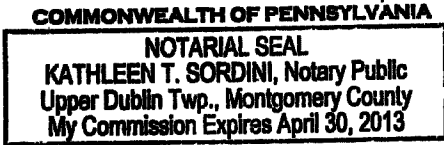


Kathleen T. Sordini
Notary Public

ACKNOWLEDGMENT OF AA BRIDAL NEBRASKA, LLC

STATE OF Pennsylvania)
) ss.
COUNTY OF Montgomery)

On the 28th day of March, in the year 2011, before me, the undersigned, personally appeared Joe Wertz, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

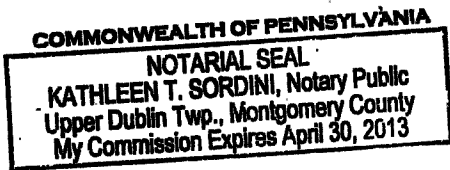


Kathleen T. Sordini
Notary Public

ACKNOWLEDGMENT OF BRIDESMART, L.P.

STATE OF Pennsylvania)
) ss.
COUNTY OF Montgomery)

On the 28th day of March, in the year 2011, before me, the undersigned, personally appeared Joe Wertz, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.



Kathleen T. Sordini
Notary Public

ACKNOWLEDGMENT OF HACIENDA BRIDES

STATE OF Pennsylvania)
) ss.
COUNTY OF Montgomery)

On the 28th day of March, in the year 2011, before me, the undersigned, personally appeared Joe Wertz, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
KATHLEEN T. SORDINI, Notary Public
Upper Dublin Twp., Montgomery County
My Commission Expires April 30, 2013

Kathleen T. Sordini
Notary Public

ACKNOWLEDGMENT OF PICCIONE FASHIONS UK LIMITED

STATE OF Pennsylvania)
) ss.
COUNTY OF Montgomery)

On the 28th day of March, in the year 2011, before me, the undersigned, personally appeared Joe Wertz, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
KATHLEEN T. SORDINI, Notary Public
Upper Dublin Twp., Montgomery County
My Commission Expires April 30, 2013

Kathleen T. Sordini
Notary Public

ACKNOWLEDGMENT OF PICCIONE FASHIONS LTD

STATE OF Pennsylvania)
) ss.
COUNTY OF Montgomery)

On the 28th day of March, in the year 2011, before me, the undersigned, personally appeared Joe Wertz, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

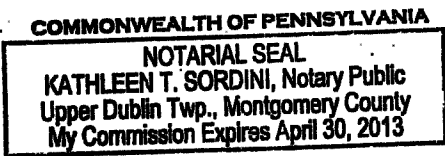
COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
KATHLEEN T. SORDINI, Notary Public
Upper Dublin Twp., Montgomery County
My Commission Expires April 30, 2013

Kathleen T. Sordini
Notary Public

ACKNOWLEDGMENT OF ALFRED ANGELO (AUSTRALIA) PTY, LTD

STATE OF Pennsylvania)
) ss.
COUNTY OF Montgomery)

On the 28th day of March, in the year 2011, before me, the undersigned, personally appeared Joe Wertz, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

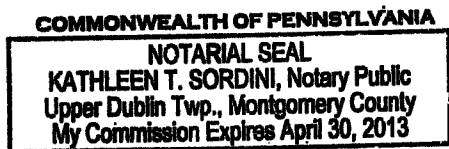


Kathleen T. Sordini
Notary Public

ACKNOWLEDGMENT OF DJ FASHIONS, LLC

STATE OF Pennsylvania)
) ss.
COUNTY OF Montgomery)

On the 28th day of March, in the year 2011, before me, the undersigned, personally appeared Joe Wertz, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

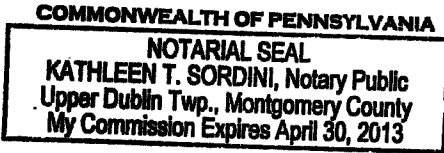


Kathleen T. Sordini
Notary Public

ACKNOWLEDGMENT OF DZ HOLDING COMPANY, LLC

STATE OF Pennsylvania)
) ss.
COUNTY OF Montgomery)

On the 28th day of March, in the year 2011, before me, the undersigned, personally appeared Joe Wertz, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

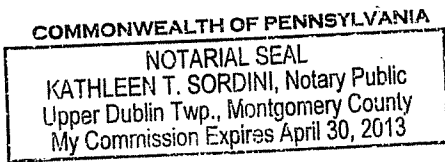


Kathleen T. Sordini
Notary Public

ACKNOWLEDGMENT OF ZN, LLC

STATE OF Pennsylvania)
) ss.
COUNTY OF Montgomery)

On the 28th day of March, in the year 2011, before me, the undersigned, personally appeared Joe Weltz, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

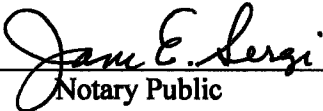


Kathleen T. Sordini
Notary Public

ACKNOWLEDGMENT OF ADMINISTRATIVE AGENT

STATE OF NEW YORK)
) ss.
COUNTY OF NEW YORK)

On the 28 day of MARCH, in the year 2011, before me, the undersigned, personally appeared Stephen J. Czech, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.



Notary Public

JANE E. SERGI
Notary Public, State of New York
No. 4888596
Qualified in Westchester County
Term Expires March 30, 2011

EXHIBIT "A"
TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

Patents

None

EXHIBIT "B"

TO

INTELLECTUAL PROPERTY SECURITY AGREEMENT

Copyrights

Copyright Registration No, PA0000270107 – "The Glamorous Bridal Business"

EXHIBIT "C"
TO

INTELLECTUAL PROPERTY SECURITY AGREEMENT

Licenses

1. License Agreement between Disney Consumer Products, Inc. and Alfred Angelo, Inc. dated July 1, 2010 (Contract No. 1265494625).
2. Consent and Release to Use Name and Likeness by Edythe Piccione to Alfred Angelo Inc. dated March 24, 2011
3. Publicity Consent and Release by Edythe Piccione dated March 24, 2011 for Alfred Angelo Piccione's Rights.
4. Royalty Agreement between Edythe V. Piccione and Alfred Angelo. Inc. dated September 1, 2008.
5. Royalty and Sourcing Agreement, dated January 1, 2008, between Alfred Angelo, Inc. and Piccione Fashions, Ltd. Alfred Angelo receives 10% royalty on PFL net sales. Angelo also received a 10% sourcing fee for the cost of all finished goods inventory purchases. In return, PFL is licensed to market Angelo's products using Angelo's tradename. Angelo uses existing network of sourcing to acquire finished goods product on PFL's behalf.
6. Royalty and Sourcing Agreement, dated January 1, 2010, between Alfred Angelo, Inc. and Alfred Angelo (Australia) Pty. Ltd. AAI receives a 10% royalty on AA Australia's net sales. Angelo also receives a 10% sourcing fee for the cost of all finished goods inventory purchases. In return, AA Australia is licensed to market Angelo's products using Angelo's tradename. Angelo uses existing network of sourcing to acquire finished goods product on AA Australia's behalf.

EXHIBIT "D"
TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

Trademarks

| <u>Word Mark</u> | <u>US Reg. Number</u> | <u>Int'l Reg. Number</u> | <u>Regis. Date</u> | <u>Owner</u> | <u>COUNTRY</u> |
|----------------------|-----------------------|--------------------------|--------------------|---------------------|-------------------------|
| ALFRED ANGELO | 1365681 | 975597 | 1-Aug-2008 | Alfred Angelo, Inc. | China (Madrid Protocol) |
| ALFRED ANGELO | | TMA179694 | 26-Nov-1971 | Alfred Angelo, Inc. | Canada |
| ALFRED ANGELO | | E2197663 | 24-Apr-2001 | Alfred Angelo, Inc. | European Community |
| ALFRED ANGELO | | 910307 | 5-Jun-1967 | Alfred Angelo, Inc. | England |
| PURELY ALFRED ANGELO | | 2523002 | 4-Aug-2009 | Alfred Angelo, Inc. | England |
| ALFRED ANGELO | | 659554 | 18-Mar-1998 | Alfred Angelo, Inc. | Australia |

| <u>Word Mark</u> | <u>Serial Number</u> | <u>Reg. Number</u> | <u>Regis. Date</u> | <u>Owner</u> | <u>Live/Dead</u> |
|------------------|----------------------|--------------------|--------------------|------------------|------------------|
| LOUISE BLUM | 77543997 | 3853647 | 14-Jul-09 | Bridesmart, L.P. | LIVE |
| BRIDESMART | 74683910 | 2129272 | | Bridesmart, L.P. | DEAD |
| BRIDESMART | 74681360 | 2177080 | | Bridesmart, L.P. | DEAD |
| LOUISE BLUM | 77543997 | 3853647 | 14-Jul-09 | Bridesmart, L.P. | LIVE |

| <u>Word Mark</u> | <u>Serial Number</u> | <u>Reg. Number</u> | <u>Regis. Date</u> | <u>Owner</u> | <u>Live/Dead</u> |
|---------------------------|----------------------|--------------------|--------------------|--------------|------------------|
| R. J. COLLECTION | 76048017 | 2448530 | | DJ Fashions | DEAD |
| DAWN JOY | 75818795 | 2360436 | | DJ Fashions | DEAD |
| EARTH SONG | 75608378 | | | DJ Fashions | DEAD |
| D J INT'L | 75515000 | | | DJ Fashions | DEAD |
| R. J. COLLECTION | 75446371 | | | DJ Fashions | DEAD |
| ALANA NICOLE | 75285930 | | | DJ Fashions | DEAD |
| D J INT'L | 75177849 | | | DJ Fashions | DEAD |
| DAWN JOY II | 75122364 | 2052825 | | DJ Fashions | DEAD |
| JACLYN HART | 74542574 | 1970518 | | DJ Fashions | DEAD |
| JACLYN HART | 74200839 | | | DJ Fashions | DEAD |
| ROBERT TOOI | 73783565 | 1549238 | | DJ Fashions | DEAD |
| ROBERT ROBERT | 73783566 | 1547486 | | DJ Fashions | DEAD |
| NEVER ENOUGH | 73783560 | 1543684 | | DJ Fashions | DEAD |
| SHERI MARTIN | 73783567 | 1558125 | 26-Sep-89 | DJ Fashions | LIVE |
| CHAUNCEY ST. | 73764349 | | | DJ Fashions | DEAD |
| DAWN JOY | 73443878 | 1290252 | | DJ Fashions | DEAD |
| MODERNAGE BY LYNNE & TONI | 77547294 | | | DJ Fashions | DEAD |
| TIMELESS VIEW | 77456570 | | pending | DJ Fashions | LIVE |
| NITE TRENDS | 77141007 | | | DJ Fashions | DEAD |

| <u>Word Mark</u> | <u>Serial Number</u> | <u>Reg. Number</u> | <u>Regis. Date</u> | <u>Owner</u> | <u>Live/Dead</u> |
|-------------------------------------|----------------------|--------------------|--------------------|-----------------|------------------|
| KENSINGTON COLLECTION INTERNATIONAL | 75522036 | 2318175 | | Hacienda Brides | DEAD |
| LILI | 75610963 | 2328731 | | Hacienda Brides | DEAD |
| CHARISMA BY JENNI | 75566202 | | | Hacienda Brides | DEAD |
| CHARISMA | 75522037 | | | Hacienda Brides | DEAD |
| JENNI X | 75372682 | 2210849 | | Hacienda Brides | DEAD |
| LILI INTERNATIONAL | 75372622 | 2294995 | | Hacienda Brides | DEAD |
| BRIDE'S INTERNATIONAL | 75372555 | 2212801 | | Hacienda Brides | DEAD |
| LILI | 74648302 | | | Hacienda Brides | DEAD |
| LILORYONI | 73709812 | 1527025 | | Hacienda Brides | DEAD |

| <u>Word Mark</u> | <u>Serial Number</u> | <u>Reg. Number</u> | <u>Regis. Date</u> | <u>Owner</u> | <u>Live/Dead</u> |
|------------------|----------------------|--------------------|--------------------|--------------|------------------|
| ZUM ZUM | 74396572 | 1869679 | 27-Dec-84 | ZN, LLC | Dead |

| <u>Word Mark</u> | <u>Serial Number</u> | <u>US MARKS</u> | | <u>Recls. Date</u> | <u>Owner</u> | <u>Live/Dead</u> |
|--------------------------------------|----------------------|--------------------|--|--------------------|---------------------|------------------|
| | | <u>Reg. Number</u> | | | | |
| ALFRED ANGELO DIAMOND | 85004339 | | | pending | Alfred Angelo, Inc. | LIVE |
| NIKI BY NIKI LIVAS | 78745160 | 3189144 | | 26-Dec-06 | Alfred Angelo, Inc. | LIVE |
| DREAM IN COLOR | 78924731 | 3416173 | | 22-Apr-08 | Alfred Angelo, Inc. | LIVE |
| FOR BRIDES WHO DREAM IN COLOR | 78924886 | 3374327 | | 22-Jan-08 | Alfred Angelo, Inc. | LIVE |
| ANGELO ANGELS | 78689951 | 3313825 | | 16-Oct-07 | Alfred Angelo, Inc. | LIVE |
| BRIDESMAIDS TO GO | 78315819 | | | | Alfred Angelo, Inc. | DEAD |
| BRIDALS TO GO | 78315811 | | | | Alfred Angelo, Inc. | DEAD |
| ALFRED ANGELO BRIDAL. PROM. OCCASION | 78225147 | | | | Alfred Angelo, Inc. | DEAD |
| WRAP IT UP | 78224822 | | | | Alfred Angelo, Inc. | DEAD |
| DRESS MY NIGHT OUT | 77683479 | | | | Alfred Angelo, Inc. | DEAD |
| PURELY ALFRED ANGELO | 77796471 | 3842846 | | 31-Aug-10 | Alfred Angelo, Inc. | LIVE |
| ALFRED ANGELO SAPPHIRE | 77323757 | 3475447 | | 29-Jul-08 | Alfred Angelo, Inc. | LIVE |
| ALFRED ANGELO BRIDAL | 77186783 | 3372495 | | 22-Jan-08 | Alfred Angelo, Inc. | LIVE |
| ALFRED ANGELO (THE BRIDE'S STUDIO) | 76038276 | 2542413 | | | Alfred Angelo, Inc. | DEAD |
| MICHELE VINCENT | 76630142 | | | | Alfred Angelo, Inc. | DEAD |
| ALFRED ANGELO | 76103316 | 2558174 | | 9-Apr-02 | Alfred Angelo, Inc. | LIVE |
| ALFRED ANGELO BRIDE'S TO GO | 76425212 | | | | Alfred Angelo, Inc. | DEAD |
| BRIDE'S TO GO | 76425211 | | | | Alfred Angelo, Inc. | DEAD |
| ZUM ZUM | 75530193 | 2318229 | | 15-Feb-00 | Alfred Angelo, Inc. | LIVE |
| ALFRED ANGELO[THE BRIDE'S STUDIO] | 75879699 | 2557791 | | | Alfred Angelo, Inc. | DEAD |
| THE BRIDE'S STUDIO | 75879698 | 2530900 | | | Alfred Angelo, Inc. | DEAD |
| NI | 75788707 | 2440157 | | | Alfred Angelo, Inc. | DEAD |
| A BRIDE'S COLLECTION | 75788706 | 2434785 | | | Alfred Angelo, Inc. | DEAD |
| PENNY EDWARDS | 75797920 | 2364654 | | | Alfred Angelo, Inc. | DEAD |
| ALFRED ANGELO | 75274375 | 2576377 | | 4-Jun-02 | Alfred Angelo, Inc. | LIVE |
| ALFRED ANGELO MILLENNIUM CLUB | 75277885 | | | | Alfred Angelo, Inc. | DEAD |
| BRIDESMAID | 75242779 | 2191890 | | | Alfred Angelo, Inc. | DEAD |
| FLIRTATIONS | 74692190 | 1971484 | | | Alfred Angelo, Inc. | DEAD |
| PICCIONE FASHIONS | 74672387 | | | | Alfred Angelo, Inc. | DEAD |
| ALFRED ANGELO | 74672386 | 2013239 | | | Alfred Angelo, Inc. | DEAD |
| BRIDESMAID | 74056905 | 1637283 | | | Alfred Angelo, Inc. | DEAD |
| ALFRED ANGELO | 73502680 | 1385681 | | 15-Oct-85 | Alfred Angelo, Inc. | LIVE |
| PICCIONE | 73502681 | 1386837 | | 18-Mar-86 | Alfred Angelo, Inc. | LIVE |
| IMPRESSIONS | 73788027 | 1564706 | | | Alfred Angelo, Inc. | DEAD |
| PICCIONE SIGNATURE COLLECTION | 73580059 | 1466381 | | | Alfred Angelo, Inc. | DEAD |
| MICHELE PICCIONE | 73528480 | 1365553 | | | Alfred Angelo, Inc. | DEAD |
| TINA MICHELE | 73502688 | 1356556 | | | Alfred Angelo, Inc. | DEAD |
| BUDGET BRIDALS | 73461235 | 1310180 | | | Alfred Angelo, Inc. | DEAD |
| FLIRTATIONS | 73433614 | 1294563 | | | Alfred Angelo, Inc. | DEAD |
| FESTIVE FASHIONS | 73260130 | 1218455 | | | Alfred Angelo, Inc. | DEAD |
| WEDDING NIGHT | 73218796 | 1148055 | | | Alfred Angelo, Inc. | DEAD |
| FACTS & FASHIONS FOR THE BRIDE & | | | | | | |
| GROOM | 73155627 | 1124294 | | | Alfred Angelo, Inc. | DEAD |
| VEIL-A-LURE | 73148989 | 1117316 | | | Alfred Angelo, Inc. | DEAD |
| MARRIAGE MARKETING SERVICES | 73046123 | 1041940 | | | Alfred Angelo, Inc. | DEAD |
| AMERICAN BRIDAL SERVICES | 72445791 | 1025497 | | | Alfred Angelo, Inc. | DEAD |
| PICCIONE | 72390060 | 951412 | | | Alfred Angelo, Inc. | DEAD |
| TINA MICHELE | 72158415 | 764344 | | | Alfred Angelo, Inc. | DEAD |
| DANCE-ALLURE | 72088892 | 705005 | | | Alfred Angelo, Inc. | DEAD |
| BRIDALLURE | 72020232 | 649768 | | | Alfred Angelo, Inc. | DEAD |
| ALFRED ANGELO | 71520543 | 528964 | | | Alfred Angelo, Inc. | DEAD |

EXHIBIT "E"
TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

Domain Names

| <u>Domain Name</u> | <u>Account No.</u> | <u>Private</u> | <u>Expiration Date</u> |
|---------------------------|---------------------------|-----------------------|-------------------------------|
| alfradangelo.tw | 25447962 | No | 1/29/2014 |
| alfrdangelo.tw | 25447962 | No | 1/29/2014 |
| alfredangelo.biz | 25447962 | No | 5/14/2011 |
| alfredangelo.cc | 25447962 | No | 5/14/2011 |
| alfredangelo.cn.com | 25447962 | No | 1/29/2014 |
| alfredangelo.co.in | 25447962 | No | 1/7/2014 |
| alfredangelo.co.nz | 25447962 | No | 7/9/2012 |
| alfredangelo.com | 25447962 | Off | 10/5/2014 |
| alfredangelo.com.tw | 25447962 | No | 1/29/2014 |
| alfredangelo.de | 25447962 | No | 12/11/2011 |
| alfredangelo.eu | 25447962 | Yes | 1/29/2012 |
| alfredangelo.eu.com | 25447962 | No | 12/11/2011 |
| alfredangelo.in | 25447962 | No | 1/7/2014 |
| alfredangelo.info | 25447962 | No | 5/14/2011 |
| alfredangelo.jp.com | 25447962 | No | 5/14/2011 |
| alfredangelo.kr.com | 25447962 | No | 1/7/2014 |
| alfredangelo.net | 25447962 | No | 5/14/2011 |
| alfredangelo.net.cn | 25447962 | No | 7/11/2011 |
| alfredangelo.org.cn | 25447962 | No | 7/11/2011 |
| alfredangelo.org.tw | 25447962 | No | 1/29/2014 |
| alfredangelo.org.uk | 25447962 | No | 5/14/2011 |
| alfredangelo.tw | 25447962 | No | 1/29/2014 |
| alfredangelo.uk.net | 25447962 | No | 5/14/2011 |
| alfredangelo.us | 25447962 | No | 12/11/2013 |
| alfredangelo.us.com | 25447962 | No | 12/11/2013 |
| alfredangeloanz.com | 25447962 | No | 1/6/2014 |
| alfredangelob2b.com | 25447962 | No | 9/22/2011 |
| alfredangelobridal.ca | 25447962 | No | 2/21/2016 |
| alfredangelobridal.co | 25447962 | No | 2/21/2016 |
| alfredangelobridal.co.uk | 25447962 | No | 2/21/2017 |
| alfredangelobridal.com | 25447962 | No | 8/13/2011 |

EXHIBIT "E" Page 2

TO

INTELLECTUAL PROPERTY SECURITY AGREEMENT

Domain Names

| <u>Domain Name</u> | <u>Account No.</u> | <u>Private</u> | <u>Expiration Date</u> |
|-------------------------------|---------------------------|-----------------------|-------------------------------|
| alfredangelobridal.eu | 25447962 | Yes | 2/21/2014 |
| alfredangeloca.com | 25447962 | No | 6/6/2011 |
| alfredangeloprom.com | 25447962 | No | 5/6/2011 |
| alfredangeloquince.com | 25447962 | Yes | 8/30/2013 |
| alfredangelostores.com | 25447962 | No | 6/11/2012 |
| alfredangelounitedkingdom.com | 25447962 | No | 6/6/2011 |
| alfredangeloupdates.com | 25447962 | No | 10/8/2012 |
| alfredengelo.tw | 25447962 | No | 1/29/2014 |
| bridesmart.com | 25447962 | No | 6/13/2011 |
| dressmynightout.com | 25447962 | No | 7/26/2012 |
| louiseblum.com | 25447962 | No | 1/17/2013 |
| nikibynikilivas.com | 25447962 | No | 10/31/2012 |
| nikilivas.com | 25447962 | No | 11/5/2012 |
| piccionebridal.com | 25447962 | No | 8/15/2011 |
| zum-zum.biz | 25447962 | No | 3/24/2012 |
| zum-zum.com | 25447962 | No | 9/3/2015 |
| zum-zum.net | 25447962 | No | 3/24/2012 |
| zum-zum.org | 25447962 | No | 3/24/2012 |
| zum-zum.tw | 25447962 | No | 4/13/2012 |
| zum-zum.us | 25447962 | No | 3/24/2012 |
| zum-zumboutique.com | 25447962 | No | 7/26/2012 |
| zumzumboutique.com | 25447962 | No | 7/26/2012 |