

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Conway Stores, Inc.		04/15/2011	CORPORATION: NEW YORK
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	NewAlliance Bank		
<b>Street Address:</b>	195 Church Street		
<b>City:</b>	New Haven		
<b>State/Country:</b>	CONNECTICUT		
<b>Postal Code:</b>	06510		
<b>Entity Type:</b>	Bank: CONNECTICUT		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	77323746	OUT OF ORDER	
<b>Serial Number:</b>	77137925	PLATINUM PRINCESS	
<b>Serial Number:</b>	74715474	NYC JEANSWEAR	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(617)574-4112		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
<b>Phone:</b>	617-574-3518		
<b>Email:</b>	smordas@goulstonstorr.com		
<b>Correspondent Name:</b>	Stacey Mordas		
<b>Address Line 1:</b>	400 Atlantic Avenue		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02110-3333		
<b>NAME OF SUBMITTER:</b>	s		
<b>Signature:</b>	/s/ Stacey A. Mordas		
<b>Date:</b>	04/28/2011		

OP \$90.00 77323746

**Total Attachments: 18**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement") dated as of April 15, 2011 by and among (a) Conway Stores, Inc. ("Conway"), a New York corporation, as agent for each Person listed on Schedule I annexed hereto (collectively, the "Borrowers" or the "Grantors"), and (b) NewAlliance Bank, through its NewAlliance Commercial Finance division (the "Lender") in consideration of the mutual covenants contained herein and benefits to be derived herefrom.

### WITNESSETH:

Reference is made to: (a) the Loan and Security Agreement, dated as of September 30, 2003, as amended by that certain First Amendment to Loan and Security Agreement, dated as of January 19, 2007, as further amended by that certain Second Amendment to Loan and Security Agreement dated on or about October 17, 2008, as further amended by that certain Third Amendment to Loan and Security Agreement dated on or about December 16, 2010, and as further amended by that certain Fourth Amendment to Loan and Security Agreement dated as of the date hereof (collectively, and as hereby and further amended, restated, supplemented and otherwise modified and in effect from time to time, the "Loan Agreement") by and among (i) the Borrowers and (ii) the Lender (the "Secured Party"). Capitalized terms used herein and not defined herein shall have the meanings assigned to such terms in the Loan Agreement. The Secured Party has agreed to make Loans and provide other financial accommodations to the Borrowers pursuant to, and upon the terms and subject to the conditions specified in, the Loan Agreement. The obligations of the Secured Party to make such loans and financial accommodations are each conditioned upon, among other things, the execution and delivery by the Borrowers of the Loan Agreement and an agreement in the form hereof to secure the Obligations. Accordingly, the Grantors and the Secured Party, (and each of their respective successors or assigns), hereby agree as follows:

1. Definitions: As used herein, the following terms shall have the following meanings:

"Copyrights" shall mean all copyrights and like protections in each work of authorship or derivative work thereof, whether registered or unregistered and whether published or unpublished, including, without limitation, the copyrights listed on **EXHIBIT A** annexed hereto and made a part hereof, together with all registrations and recordings thereof, all applications in connection therewith, and any goodwill of the business connected with, and symbolized by, any of the foregoing.

"Copyright Licenses" shall mean all agreements, whether written or oral, providing for the grant by or to the Grantors of any right to use any Copyright, including, without limitation, the agreements listed on **EXHIBIT A** annexed hereto and made a part hereof.

**“Copyright Office”** shall mean the United States Copyright Office or any other federal governmental agency which may hereafter perform its functions.

**“Intellectual Property”** shall have the meaning assigned to such term in Section 3 hereof.

**“IP Collateral”** shall have the meaning assigned to such term in Section 2 hereof.

**“Licenses”** shall mean, collectively, the Copyright Licenses, Patent Licenses and Trademark Licenses.

**“Patents”** shall mean all patents, patent applications, letters patent and applications for letters patent, and the inventions and improvements therein disclosed, and any and all divisions, reissues, extensions, continuations and continuations-in-part of said letters patent including, without limitation, the patents listed on **EXHIBIT B** annexed hereto and made a part hereof.

**“Patent Licenses”** shall mean all agreements, whether written or oral, providing for the grant by or to the Grantors of any right to manufacture, use or sell any invention covered by a Patent, including, without limitation, the agreements listed on **EXHIBIT B** annexed hereto and made a part hereof.

**“PTO”** shall mean the United States Patent and Trademark Office or any other federal governmental agency which may hereafter perform its functions.

**“Trademarks”** shall mean all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade dress, trade styles, service marks, designs, logos and other source or business identifiers, prints and labels on which any of the foregoing may appear, whether registered or unregistered, including, without limitation, the trademarks listed on **EXHIBIT C** annexed hereto and made a part hereof, together with all registrations and recordings thereof, all applications in connection therewith, and any goodwill of the business connected with, and symbolized by, any of the foregoing.

**“Trademark Licenses”** shall mean all agreements, whether written or oral, providing for the grant by or to the Grantors of any right to use any Trademark, including, without limitation, the agreements listed on **EXHIBIT C** annexed hereto and made a part hereof.

2. **Grant Of Security Interest:** In furtherance and as confirmation of the Security Interest granted by the Grantors to the Secured Party under the Loan Agreement, and as further security for the payment or performance in full of the Obligations, the Grantors hereby ratify such Security Interest and grant to the Secured Party a continuing security interest, with power of sale (which power of sale shall be exercisable only following the occurrence of an Event of Default), in all of the present and future right, title and interest of the Grantors in and to the following property, and each item thereof,

whether now owned or existing or hereafter acquired or arising, together with all products, proceeds, substitutions, and accessions of or to any of the following property (collectively, the "IP Collateral"):

- (a) All Copyrights and Copyright Licenses.
- (b) All Patents and Patent Licenses.
- (c) All Trademarks and Trademark Licenses.
- (d) All renewals of any of the foregoing.
- (e) All General Intangibles connected with the use of, or related to, any and all Intellectual Property (including, without limitation, all goodwill of the Grantors and their business, products and services appurtenant to, associated with, or symbolized by, any and all Intellectual Property and the use thereof).
- (f) All income, royalties, damages and payments now and hereafter due and/or payable under and with respect to any of the foregoing, including, without limitation, payments under all Licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof.
- (g) The right to sue for past, present and future infringements and dilutions of any of the foregoing.
- (h) All of the Grantors' rights corresponding to any of the foregoing throughout the world.
- (i) All Proceeds of any of the foregoing.

In addition, with respect to the Trademarks, the Grantors have executed in blank and delivered to the Secured Party an assignment of federally registered trademarks in substantially the form of ANNEX 1 hereto (the "Assignment of Marks"). The Grantors hereby authorize the Secured Party to complete as assignee and record with the U.S. Patent and Trademark Office either or both of the Assignment of Marks and the Assignment of Patents upon the occurrence and during the continuance of an Event of Default which has not been expressly waived by Secured Party in writing and the proper exercise of the Secured Party's remedies under this Agreement and under the Loan Agreement. In addition to, and not by way of limitation of, the foregoing grant of the Trademarks and Patents, the Grantors grant, assign, transfer, convey and set over to the Secured Party each Grantor's entire right, title and interest in and to the Trademarks, Trademark Licenses, the Patents, and Patent Licenses; *provided* that such grant, assignment, transfer and conveyance shall be and become of force and effect only (a) upon or after the occurrence of an Event of Default which has not been expressly waived by Secured Party in writing and (b) either (i) upon the written demand of the Secured Party at any time during such continuance or (ii) immediately and automatically (without notice or action of any kind by the Secured Party) upon an Event of Default for which acceleration of the Obligations is automatic under the Loan Agreement or upon the sale or other disposition of or foreclosure upon the Collateral pursuant to the Loan Agreement and applicable law (including the transfer or other disposition of the Collateral by the Grantors to the Secured Party or its nominee in lieu of foreclosure).

3. **Protection Of Intellectual Property By Grantors:** Except as set forth below in this **Section 3**, the Grantors shall undertake the following with respect to each of the items respectively described in **Section 2(c)** (collectively, the “**Intellectual Property**”), to the extent commercially reasonable:

- (a) Pay all renewal fees and other fees and costs associated with maintaining the Intellectual Property and with the processing of the Intellectual Property and take all other reasonable and necessary steps to maintain each registration of the Intellectual Property.
- (b) Take all actions reasonably necessary to prevent any of the Intellectual Property from becoming forfeited, abandoned, dedicated to the public, invalidated or impaired in any way. The Grantors shall not abandon any filed patent application or trademark registration, or abandon any pending patent application or patent or any trademark registration without the consent of the Secured Party, which consent shall not be unreasonably withheld.
- (c) At the Grantors’ sole cost, expense, and risk, pursue the prompt, diligent processing of each application for registration which is the subject of the security interest created herein and not abandon or delay any such efforts. The Grantors shall, at Grantors’ sole expense, promptly apply for and obtain all renewals or extensions of the Patents and Trademarks to the full extent permitted by law except to the extent, in Grantors’ reasonable discretion, exercised in good faith, such renewal or extension is not reasonable, prudent or beneficial to the Grantors or their operations.
- (d) At the Grantors’ sole cost, expense, and risk, take any and all action, which the Grantors reasonably require to protect the Intellectual Property from infringement, misappropriation or dilution, including, without limitation, the prosecution and defense of infringement actions. Notwithstanding the foregoing, so long as no Event of Default has occurred and is continuing, and no material adverse effect would result therefrom, the Grantors shall not have an obligation to use or to maintain any Intellectual Property (i) that relates solely to any product, that has been discontinued, abandoned or terminated or (ii) that has been replaced with Intellectual Property substantially similar to the Intellectual Property that may be abandoned or otherwise become invalid, so long as the failure to use or maintain such Intellectual Property does not materially adversely affect the validity of such replacement Intellectual Property and so long as such replacement Intellectual Property is subject to the lien created by this Agreement.

4. **Grantors’ Representations And Warranties:** The Grantors represent and warrant that:

- (a) **EXHIBIT A** is a true, correct and complete list of all registered Copyrights and Copyright Licenses owned by the Grantors as of the date hereof, all of which are subsisting, valid and enforceable. All Copyright Licenses which are material to the operation of the Grantors' business are indicated with an asterisk on **EXHIBIT A** and have been delivered to the Secured Party. The Grantors do not have any material unregistered Copyrights.
- (b) **EXHIBIT B** is a true, correct and complete list of all Patents and Patent Licenses owned by the Grantors as of the date hereof, all of which are subsisting, valid and enforceable. All Patent Licenses which are material to the operation of the Grantors' business are indicated with an asterisk on **EXHIBIT B** and have been delivered to the Secured Party.
- (c) **EXHIBIT C** is a true, correct and complete list of all registered Trademarks and Trademark Licenses owned by the Grantors as of the date hereof, all of which are subsisting, valid and enforceable. All Trademark Licenses which are material to the operation of Grantors' business are indicated with an asterisk on **EXHIBIT C** and have been delivered to the Secured Party. The Grantors do not have any material unregistered Trademarks.
- (d) Except as set forth in **EXHIBITS A, B and C**, none of the Intellectual Property is the subject of any licensing or franchise agreement pursuant to which any of the Grantors are the licensor or franchisor.
- (e) All IP Collateral is, and shall remain, free and clear of all liens, Encumbrances, or security interests in favor of any Person, other than Permitted Liens and Liens in favor of the Secured Party.
- (f) The Grantors own, or re licensed to use, all Intellectual Property necessary for the conduct of Grantors' business as currently conducted. No material claim has been asserted and is pending by any Person challenging or questioning the use by the Grantors of any of its Intellectual Property or the validity or effectiveness of any of its Intellectual Property, nor do the Grantors know of any valid basis for any such claim, except as otherwise set forth in the Loan Agreement. The Grantors shall have the duty to promptly notify the Secured Party of any such claim or infringement and the details thereof. The Grantors consider that the use by the Grantors of the Intellectual Property does not infringe the rights of any Person in any material respect. To the actual knowledge of the officers and employees of the Grantors who are charged with the administration of the Grantors' financial and legal affairs and Intellectual Property rights after reasonable investigation, commensurate with such officer's responsibilities in such administration, no holding, decision or judgment has been rendered by any governmental authority which would limit, cancel or question the validity

of, or any of the Grantors' rights in, any Intellectual Property in any respect that could reasonably be expected to have a material adverse effect on the business or the property of the Grantors.

- (g) The Grantors shall give the Secured Party written notice (with reasonable detail) within ten (10) days following the occurrence of any of the following:
  - (i) The Grantors' obtaining rights to, and filing applications for registration of, any new Intellectual Property, or otherwise acquiring ownership of any newly registered Intellectual Property.
  - (ii) The Grantors' becoming entitled to the benefit of any registered Intellectual Property whether as licensee or licensor.
  - (iii) The Grantors' entering into any new material Licenses.
  - (iv) The Grantors' knowing or having reason to know, that any application or registration relating to any material Intellectual Property may become forfeited, abandoned or dedicated to the public, or of any adverse determination or development (including, without limitation, the institution of, or any such determination or development in, any proceeding in the PTO, the Copyright Office or any court or tribunal) regarding the Grantors' ownership of, or the validity of, any material Intellectual Property or the Grantors' right to register the same or to own and maintain the same.
- (h) The execution, delivery and performance of this Agreement are within the power of the Grantors and have been duly authorized by all necessary corporate or other action and do not contravene any law, rule, regulation or any judgment, decree or order of any tribunal or of any agreement to which the Grantors are a party or by which any of its property is bound.

5. Agreement Applies To Future Intellectual Property:

- (a) The provisions of this Agreement shall automatically apply to any such additional property or rights described in Section 4(g), above, all of which shall be deemed to be and treated as "Intellectual Property" within the meaning of this Agreement.
- (b) Upon the request of the Secured Party, the Grantors shall execute and deliver, and have recorded, any and all agreements, instruments, documents and papers as the Secured Party may request to evidence the Secured Party's security interest in any Copyright, Patent, Trademark, License and the goodwill and General Intangibles of the Grantors relating thereto or represented thereby (including, without limitation, filings with the PTO, the Copyright Office or any similar office), and the Grantors hereby constitutes the Secured Party as their attorney-in-fact to execute and file all such writings for the foregoing purposes, all acts of such



attorney being hereby ratified and confirmed; *provided, however*, the Secured Party's taking of such action shall not be a condition to the creation or perfection of the security interest created hereby. Notwithstanding the foregoing, the Grantors authorize the Secured Party to modify this Agreement, without the necessity of the Grantors' further approval or signature, by amending **EXHIBITS A, B or C** to include any such additional property or rights described in Section 4(g), above.

6. **Grantor's Rights To Enforce Intellectual Property:** Prior to the occurrence of an Event of Default, the Grantors shall have the exclusive right to sue for past, present and future infringement of the Intellectual Property including the right to seek injunctions and/or money damages, in an effort by the Grantors to protect the Intellectual Property against encroachment by third parties, *provided, however*:

- (a) The Grantors first provide the Secured Party with written notice of the Grantors' intention to so sue for enforcement of any Intellectual Property.
- (b) Any money damages awarded or received by the Grantors on account of such suit (or the threat of such suit) shall constitute IP Collateral.

7. **Secured Party's Actions To Protect Intellectual Property:** In the event of (a) the Grantors' failure to cure any failure by the Grantors to perform any of the Grantors' obligations hereunder; and/or (b) the occurrence of any Event of Default which has not been expressly waived by Secured Party in writing, the Secured Party, acting in its own name or in that of the Grantors, may (but shall not be required to) act in the Grantors' place and stead and/or in the Secured Party's own right in connection therewith. In the event of any material infringement by a third party of any of the Patents, Trademarks or Copyrights, the Grantors shall promptly notify the Secured Party of such infringement and shall take all reasonably necessary actions to obtain the cessation of such infringement and recover all damages resulting therefrom, including, after and during the continuance of an Event of Default which has not been expressly waived by Secured Party in writing, such action as the Secured Party deems reasonably necessary. If the Grantors shall fail to take such action within fourteen (14) days after such notice is given to the Secured Party, the Secured Party may upon notice to the Grantors, but shall not be required to, itself take such action in the name of the Grantors, and the Grantors hereby appoint the Secured Party the true and lawful attorney of the Grantors, for it and in its name, place and stead, on behalf of the Grantors, solely to commence judicial proceedings in any court or before any other tribunal to enjoin and recover damages for such infringement, any such damages due to the Grantors, net of costs and attorneys' fees reasonably incurred, to be applied to the Obligations.

8. **Rights Upon Default:** Upon the occurrence of any Event of Default, which has not been waived in writing by Secured Party, the Secured Party may exercise all rights and remedies of a secured party upon default under the Uniform Commercial Code as adopted in the State of New York, with respect to the Intellectual Property, in addition to which the Secured Party may sell, license, assign, transfer, or otherwise dispose of the Intellectual Property. Any person may conclusively rely upon an affidavit of an officer of

the Secured Party that an Event of Default has occurred and that the Secured Party is authorized to exercise such rights and remedies. The Secured Party shall give to the Grantors at least twenty (20) days' prior written notice (which the Grantors agree is "reasonable notification" under the Uniform Commercial Code) of the time and place of any public sale of the Patents and Trademarks or of the time after which any private sale or any other intended disposition is to be made.

If any Event of Default shall have occurred and shall have been expressly waived by Secured Party in writing, the Grantors hereby grant to the Secured Party the right and exclusive license to make, have made, use and sell the inventions and marks disclosed and claimed in the Patents and the Trademarks for the ratable benefit and account of the Lenders and the Secured Party.

To the extent permitted by applicable law, the Grantors hereby waive any and all rights that it may have to judicial hearing in advance of the enforcement of any of the Secured Party's rights hereunder, including, without limitation, its rights following any Event of Default to take immediate possession of the Patents and Trademarks and exercise its rights with respect thereto.

The Secured Party shall not be required to marshal any present or future security for (including, but not limited to, this Agreement and the Patents and Trademarks subject to a security interest hereunder), or guaranties of, the Obligations or any of them, or to resort to such security or guaranties in any particular order; and all of the rights hereunder and in respect of such security and guaranties shall be cumulative and in addition to all other rights, however existing or arising. To the extent that it lawfully may, the Grantors hereby agree that it will not invoke any law relating to the marshalling of collateral which might cause delay in or impede the enforcement of the Secured Party's rights under this Agreement or any other instrument evidencing any of the Obligations or by which any of the Obligations is secured or guaranteed, and to the extent that it lawfully may, the Grantors hereby irrevocably waive the benefits of all such laws.

**9. Secured Party As Attorney In Fact:**

- (a) Upon the occurrence and during the continuance of any Event of Default which has not been waived in writing by the Secured Party, the Grantors irrevocably constitute and designate the Secured Party as the Grantors' attorney in fact:
  - (i) To exercise any of the rights and powers referenced herein.
  - (ii) To execute all such instruments, documents, and papers as the Secured Party determines to be appropriate in connection with the exercise of such rights and remedies and to cause the sale, license, assignment, transfer, or other disposition of the IP Collateral.
- (b) The within grant of a power of attorney, being coupled with an interest, shall be irrevocable until this Agreement is terminated by a duly

authorized officer of the Secured Party.

- (c) The Secured Party shall not be obligated to do any of the acts or to exercise any of the powers authorized by Section 9(a), but if the Secured Party elects to do any such act or to exercise any of such powers, it shall not be accountable for more than it actually receives as a result of such exercise of power, and shall not be responsible to the Grantors for any act or omission to act except for any act or omission to act as to which there is a final determination made in a judicial proceeding (in which proceeding the Secured Party has had an opportunity to be heard) which determination includes a specific finding that the subject act or omission to act had been grossly negligent or in actual bad faith.

10. Secured Party's Rights: Any use by the Secured Party of the Intellectual Property, as authorized hereunder in connection with the exercise of the Secured Party's rights and remedies under this Agreement and under the Loan Agreement, shall be coextensive with the Grantors' rights thereunder and with respect thereto and without any liability for royalties or other related charges.

11. Further Assurances: the Grantors shall, at the Grantors' sole expense, do, make, execute and deliver all such additional and further acts, things, deeds, assurances, and instruments, in each case in form and substance reasonably satisfactory to the Secured Party, relating to the creation, validity, or perfection of the security interests and assignments provided for in this Agreement under 35 U.S.C. Section 261, 15 U.S.C. Section 1051 et seq., the Uniform Commercial Code or other laws of the United States or the State of New York or of any other countries or states as the Secured Party may from time to time reasonably request, and shall take all such other action as the Secured Party may reasonably require to more completely vest in and assure to the Secured Party its rights hereunder or in any of the Patents or Trademarks, and the Grantors hereby irrevocably authorize the Secured Party or its designee, at the Grantors' expense, to execute such documents, and file such financing statements with respect thereto with or without the Grantors' signature, as the Secured Party may deem appropriate. In the event that any rerecording or refiling (or the filing of any statement of continuation or assignment of any financing statement) or any repledge or reassignment, or any other action, is required at any time to protect and preserve such security interest and assignments, the Grantors shall, at their sole cost and expense, cause the same to be done or taken at such time and in such manner as may be reasonably necessary and as may be reasonably requested by the Secured Party.

The Secured Party is hereby irrevocably appointed by the Grantors as the Grantors' lawful attorney and agent, with full power of substitution, to execute, deliver, record and file on behalf of and in the name of the Grantors such financing statements, assignments, pledges and other documents and agreements, and to take such other action as the Secured Party may deem necessary for the purpose of perfecting, protecting or effecting the security interests and assignments granted herein and effected hereby, and any liens necessary or desirable to implement or effectuate the same, under any

applicable law, and the Secured Party is hereby authorized to file on behalf of and in the name of the Grantors at the Grantors' sole expense, such financing statements, assignments, pledges, documents, and agreements in any appropriate governmental office. The Secured Party may include reference to the Grantors, the Patents and the Trademarks (and may utilize any logo or other distinctive symbol associated with the Grantors) in connection with any advertising, promotion, marketing or sale undertaken by the Secured Party.

In fulfilling their responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with the Patents and Trademarks, the Grantors shall hold the Secured Party harmless from any and all costs, damages, Obligations and expenses that may be incurred by the Secured Party (other than as a result of gross negligence or willful misconduct of the Secured Party) in connection with the Secured Party's interest in the Patents and Trademarks or any other action or failure to act in connection with this Agreement or the transactions contemplated hereby. In respect of such responsibility, the Grantors shall retain patent or trademark counsel, as the case may be, acceptable to the Secured Party.

12. **Waivers:** Except for notices specifically provided for herein, the Grantors hereby expressly waive demand, notice, protest, notice of acceptance of this Agreement, notice of loans made, credit extended, collateral received or delivered or other action taken in reliance hereon and all other demands and notices of any description. With respect both to the Obligations and any collateral therefor, the Grantors assent to any extension or postponement of the time of payment or any other indulgence, to any substitution of any party or person primarily or secondarily liable, to the acceptance of partial payment thereon and the settlement, compromising or adjusting of any thereof, all in such manner and at such time or times as the Secured Party may deem advisable. The Secured Party shall not have any duty as to the protection of the Patents or Trademarks or any income thereon, nor as to the preservation or rights against prior parties, nor as to the preservation of any rights pertaining thereto. The Secured Party may exercise its rights with respect to the Patents and Trademarks without resorting or regard to other collateral or sources of reimbursement for liability. The Secured Party shall not be deemed to have waived any of its rights upon or under the Obligations or the Patents and Trademarks unless such waiver be in writing and signed by the Secured Party in accordance with the terms of the Loan Agreement. No delay or omission on the part of the Secured Party in exercising any right shall operate as a waiver of any right on any future occasion. All rights and remedies of the Secured Party with respect to the Obligations or the Patents or Trademarks, whether evidenced hereby or by any other instrument or papers, shall be cumulative and may be exercised singularly or concurrently.

13. **Releases:** The Grantors and the Secured Party may from time to time agree in writing to the release of certain of the Patents and Trademarks from the security interest created hereby, and, in the case of Patents or Trademarks the Grantors propose to abandon, the Secured Party agrees that, prior to an Event of Default, it will release its security interest in any Patent or Trademark the Grantors propose to abandon so long as such Patent or Trademark is no longer used by the Grantors and is not material to the

operations of the Grantors, *provided* that after the occurrence and during the continuance of an Event of Default which has not been expressly waived by Secured Party in writing, the Secured Party's consent will be required prior to any such release and abandonment.

14. Intent: This Agreement is being executed and delivered by the Grantors for the purpose of registering and confirming the grant of the security interest of the Secured Party in the IP Collateral with the PTO and the Copyright Office. It is intended that the security interest granted pursuant to this Agreement is granted as a supplement to, and not in limitation of, the Collateral Interest granted to the Secured Party, for the ratable benefit of the Secured Party, under the Loan Agreement. All provisions of the Loan Agreement shall apply to the IP Collateral. The Secured Party shall have the same rights, remedies, powers, privileges and discretions with respect to the security interests created in the IP Collateral as in all other Collateral. In the event of a conflict between this Agreement and the Loan Agreement, the terms of this Agreement shall control with respect to the IP Collateral and the Loan Agreement with respect to all other Collateral.

15. Miscellaneous:

(a) The Grantors shall hold the Secured Party harmless from any and all costs, damages and expenses which may be incurred by the Secured Party or the Grantors in connection with any action or failure to act by the Secured Party or any Lender in connection with this Agreement, except those arising from the gross negligence or willful misconduct of the Secured Party.

(b) Any and all rights and interests of the Secured Party in and to the Patents and Trademarks (and any and all obligations of any of the Grantors with respect to the same) provided herein, or arising hereunder or in connection herewith, shall only supplement and be cumulative and in addition to the rights and interests of the Secured Party (and the obligations of the Grantors) in, to or with respect to the Collateral provided in or arising under or in connection with the Loan Agreement and shall not be in derogation thereof.

(c) THIS AGREEMENT AND ALL RIGHTS AND OBLIGATIONS HEREUNDER, INCLUDING MATTERS OF CONSTRUCTION, VALIDITY AND PERFORMANCE, SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE UNITED STATES, AND, TO THE EXTENT THAT THE LAWS OF THE UNITED STATES ARE NOT APPLICABLE, BY AND WITH THE LAWS OF THE STATE OF NEW YORK (WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAWS). THIS AGREEMENT IS INTENDED TO TAKE EFFECT AS A SEALED INSTRUMENT. Each of the Grantors agrees that any suit for the enforcement of this Agreement may be brought in the courts of the State of New York or the United States of America for the District of New York, and consents to the non-exclusive jurisdiction of such court and to service of process in any such suit being made upon any Grantor by mail at the address specified in the Loan Agreement. The Grantors hereby waive any objection that they may now or hereafter have to the

venue of any such suit or any such court or that such suit is brought in an inconvenient court.

(d) All notices hereunder shall be in writing and shall be given as provided in the Loan Agreement.

(e) Neither this Agreement nor any term hereof may be changed, waived, discharged or terminated except by a written instrument expressly referring to this Agreement and to the provisions so modified or limited, and executed by all the parties hereto.

(f) This Agreement and all obligations of the Grantors shall be binding upon the successors and assigns of the Grantors, and shall, together with the rights and remedies of the Secured Party hereunder, inure to the benefit of the Secured Party and its successors and assigns. If any term of this Agreement shall be held to be invalid, illegal or unenforceable, the validity of all other terms hereof shall be in no way affected thereby, and this Agreement shall be construed and be enforceable as if such invalid, illegal or unenforceable term had not been included herein. The Grantors acknowledge receipt of a copy of this Agreement. Terms used herein without definition which are defined in the Uniform Commercial Code as in effect in the State of New York have such defined meanings herein, unless the context otherwise indicates or requires.

(g) THE GRANTORS AND THE SECURED PARTY MUTUALLY HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT TO A TRIAL BY JURY IN RESPECT OF ANY CLAIM BASED HEREON, ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY OTHER DOCUMENT CONTEMPLATED TO BE EXECUTED IN CONNECTION HERewith OR ANY COURSE OF CONDUCT, COURSE OF DEALINGS, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY. THIS WAIVER CONSTITUTES A MATERIAL INDUCEMENT FOR THE SECURED PARTY TO ENTER INTO THIS AGREEMENT AND MAKE THE LOANS. Except as prohibited by law, the Grantors waive any right which they may have to claim or recover in any litigation referred to in the first sentence of this Section 15 any special, exemplary, punitive or consequential damages or any damages other than, or in addition to, actual damages. The Grantors (i) certify that neither the Secured Party, nor any representative, agent or attorney of the Secured Party has represented, expressly or otherwise, that the Secured Party would not, in the event of litigation, seek to enforce the foregoing waivers and (ii) acknowledge that, in entering into the Loan Agreement and the other Loan Documents to which the Secured Party is a party, the Secured Party is relying upon, among other things, the waivers and certifications in this Section 15.

(h) This Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Agreement. Delivery of an executed counterpart of this Agreement

by telefacsimile shall be equally as effective as delivery of an original executed counterpart of this Agreement. Any party delivering an executed counterpart of this Agreement by telefacsimile also shall deliver an original executed counterpart of this Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Agreement.

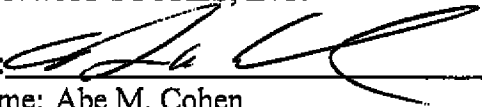
**[SIGNATURE PAGES FOLLOW]**

*Signature of Grantor to Intellectual Property Security Agreement*

IN WITNESS WHEREOF, the Grantors and the Secured Party respectively have caused this Agreement to be executed by their respective duly authorized officers as of the date first above written.

**GRANTOR:**

CONWAY STORES, INC.

By: 

Name: Abe M. Cohen

Title:

BRONX 152 OPERATING CORP.

By: 

Name: Abe M. Cohen

Title:

CARTERET DISTRIBUTION COMPANY,  
INC.

By: 

Name: Abe M. Cohen

Title:

501 ADAMS AVE RETAIL (PA), INC.

By: 

Name: Abe M. Cohen

Title:

CONWAY TWO LLC

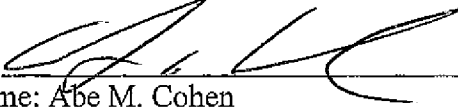
By: 

Name: Abe M. Cohen

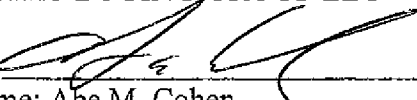
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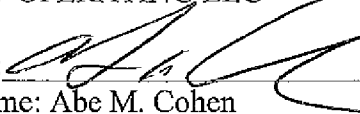
CONWAY THREE LLC

By:   
Name: Abe M. Cohen  
Title:

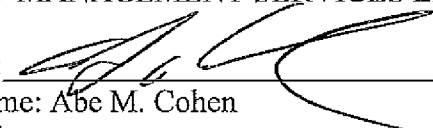
METRO BUYING GROUP LLC

By:   
Name: Abe M. Cohen  
Title:

CW OPERATING LLC

By:   
Name: Abe M. Cohen  
Title:

CW MANAGEMENT SERVICES LLC

By:   
Name: Abe M. Cohen  
Title:

[Signature of Secured Party to follow]

*Signature of Secured Party to Intellectual Property Security Agreement*

**SECURED PARTY:**

**NEWALLIANCE BANK**

By 

Name: Jessica Benevides Caron

Title: Vice President

## **Schedule I**

**Bronx 152 Operating Corp. (a NY Corporation)**  
**Conway Two LLC (an IL limited liability company)**  
**Conway Three LLC (a DE limited liability company)**  
**501 Adams Ave Retail (PA), Inc. (a Pennsylvania Corporation)**  
**Carteret Distribution Company, Inc. (a NY Corporation)**  
**Metro Buying Group LLC (a DE limited liability company)**  
**CW Operating LLC (a DE limited liability company)**  
**CW Management Services LLC (a DE limited liability company)**

**EXHIBIT C**

**List of Trademarks and Trademark Licenses**

**Trademarks:**

<b>Trademark</b>	<b>Serial No.</b>	<b>Registration No.</b>	<b>Registration Date</b>
<b>OUT OF ORDER</b>	<b>77323746</b>	<b>3680517</b>	<b>09/08/09</b>
<b>Platinum Princess</b>	<b>77137925</b>	<b>3669816</b>	<b>08/18/09</b>
<b>NYC Jeanswear</b>	<b>74715474</b>	<b>2955804</b>	<b>05/24/05</b>

**Trademark Licenses:**