

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
BIG STRIKE, LLC		05/27/2011	LIMITED LIABILITY COMPANY: CALIFORNIA
BIG STRIKE TE ACQUISITION, LLC		05/27/2011	LIMITED LIABILITY COMPANY: DELAWARE
GORES BIG STRIKE HOLDINGS, INC.		05/27/2011	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	U.S. BANK NATIONAL ASSOCIATION
Street Address:	221 S. FIGUEROA STREET
Internal Address:	SUITE 210
City:	LOS ANGELES
State/Country:	CALIFORNIA
Postal Code:	90012
Entity Type:	NATIONAL BANKING ASSOCIATION: UNITED STATES

PROPERTY NUMBERS Total: 30

Property Type	Number	Word Mark
Registration Number:	3671052	7 DEADLY SINS
Registration Number:	2435462	BIG FLIRT
Registration Number:	1736705	E.B.G.B
Registration Number:	3744607	FREE 2 LUV
Registration Number:	2705646	HEART SOUL
Registration Number:	3908289	HEART SOUL
Registration Number:	3274504	MAD KNITS
Registration Number:	3348255	SOULMATES
Registration Number:	3587870	DANIELLE B.
Registration Number:	1705138	FIRST OPTION

CH \$765.00 3671052

900193050

**TRADEMARK
 REEL: 004550 FRAME: 0400**

Registration Number:	2225732	KATLYN O'FARREL
Registration Number:	3775462	SPEAK RIO
Registration Number:	3775463	SPEAK 2 ME
Registration Number:	3423293	T.B.A.
Registration Number:	3690098	T.B.A.* THE FLIP
Registration Number:	3690100	T.B.A.* THE PIXIE
Registration Number:	3690099	T.B.A.* THE SHAG
Registration Number:	3867779	TL4E TRUE LOVE FOREVER
Registration Number:	3304810	TRACES BY TRACY EVANS
Registration Number:	3213203	TRACY EVANS LIMITED
Registration Number:	3716232	YOUR BEST PROFILE
Registration Number:	1646901	STAR C.C.C. CITY CLOTHING CO.
Registration Number:	3052025	STAR CITY
Registration Number:	2906118	STAR CLOTHING
Registration Number:	3075465	STAR JEANS
Registration Number:	3026643	STAR JEANS
Registration Number:	2901464	TROUSERS UP
Serial Number:	77771568	FREE 2
Serial Number:	78790499	HALO
Serial Number:	77967840	HEART SOUL

CORRESPONDENCE DATA

Fax Number: (213)830-8743
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 213-680-6400
Email: kimberley.lathrop@bingham.com
Correspondent Name: KIMBERLEY A. LATHROP
Address Line 1: 355 SOUTH GRAND AVENUE
Address Line 2: BINGHAM MCCUTCHEN LLP
Address Line 4: LOS ANGELES, CALIFORNIA 90071

ATTORNEY DOCKET NUMBER:	0176175.355147
NAME OF SUBMITTER:	Kimberley A. Lathrop
Signature:	/Kimberley A. Lathrop/
Date:	05/27/2011

Total Attachments: 9
source=Trademark Security Agreement#page1.tif

TRADEMARK
REEL: 004550 FRAME: 0401

source=Trademark Security Agreement#page2.tif
source=Trademark Security Agreement#page3.tif
source=Trademark Security Agreement#page4.tif
source=Trademark Security Agreement#page5.tif
source=Trademark Security Agreement#page6.tif
source=Trademark Security Agreement#page7.tif
source=Trademark Security Agreement#page8.tif
source=Trademark Security Agreement#page9.tif

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of May 27, 2011, among U.S. BANK NATIONAL ASSOCIATION, a national banking association ("Bank"), BIG STRIKE, LLC, a California limited liability company ("Borrower"), GORES BIG STRIKE HOLDINGS, INC., a Delaware corporation ("Parent"), and BIG STRIKE TE ACQUISITION, LLC ("TE Acquisition" and, together with Borrower and Parent, each a "Grantor" and collectively, the "Grantors"), is as follows:

1. Unless otherwise defined herein, capitalized terms used herein shall have the same meaning when used herein as given to them in the Security Agreement or Financing Agreement, as applicable. All of the uncapitalized terms contained in this Agreement which are now or hereafter defined under the Code will, unless the context indicates otherwise, have the meanings provided for now or hereafter in the Code.

2. "Hereunder," "herein," "hereto," "this Agreement" and words of similar import refer to this entire document; "including" is used by way of illustration and not by way of limitation, unless the context clearly indicates the contrary; the singular includes the plural and conversely; unless the context requires otherwise, the word "or" shall be construed to mean "and/or"; and any action required to be taken by a Grantor is to be taken promptly, unless the context clearly indicates the contrary.

3. As security for the full, prompt and complete payment and performance of the Secured Obligations, each Grantor hereby grants to Bank a continuing security interest in all of such Grantor's right, title and interest in and to each of the following:

a. all Trademarks (as defined in the Security Agreement), including, without limitation, each registered trademark, trade name and service mark and each application for the registration of a trademark, trade name or service mark listed on Schedules A and B hereto, including, without limitation, all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all reissues, continuations, continuations-in-part and renewals thereof; and

b. the goodwill of the business connected with the use of, and symbolized by, each Trademark.

Notwithstanding anything to the contrary contained herein, the term "Collateral" shall not include any United States intent-to-use trademark applications 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 that upon submission and acceptance by the PTO of an amendment to allege use pursuant to 15 U.S.C. Section 1060(a) (or any successor provision), such intent-to-use trademark application shall be considered Collateral.

Grantors do hereby further acknowledge and affirm that the rights and remedies of Bank with respect to the assignment of and security interest in the Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference.

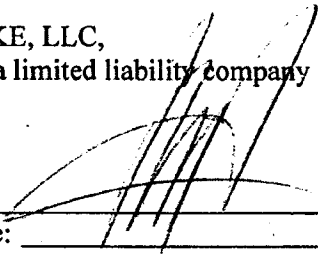
Subject to the terms of the Security Agreement, this Agreement will terminate when the Secured Obligations have been paid in full in cash and Bank's commitment to make Revolving Loans is terminated. Upon termination of this Agreement in accordance with its terms, the security interest of Bank in the Collateral granted hereby shall automatically terminate. Upon the consummation of a Permitted Disposition of Collateral by a Grantor (other than to another Loan Party), the security interest of Bank in such Collateral granted hereby shall automatically terminate. A Grantor that is sold or otherwise disposed of in a Permitted Disposition shall be automatically released from its obligations hereunder and the security interest of Bank in the Collateral of such Grantor granted hereby shall automatically terminate. In each case, Bank agrees to take such actions as any Grantor may reasonably request, and at the sole cost and expense of such Grantor, to evidence the termination of this Agreement and/or the release of any security interest in such Collateral granted herein.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, each of the parties has caused this Trademark Security Agreement to be duly executed by its officer(s) thereunto duly authorized as of the date first written above.

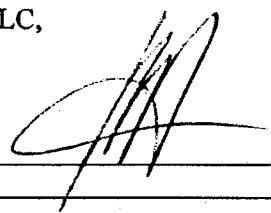
ASSIGNORS:

BIG STRIKE, LLC,
a California limited liability company

By: 
Name: _____
Title: _____

BIG STRIKE TE ACQUISITION, LLC,
a Delaware limited liability company

By: Big Strike, LLC,
its Member

By: 
Name: _____
Title: _____

GORES BIG STRIKE HOLDINGS, INC.,
a Delaware corporation

By: _____
Name: _____
Title: _____

(Trademark Security Agreement)

IN WITNESS WHEREOF, each of the parties has caused this Trademark Security Agreement to be duly executed by its officer(s) thereunto duly authorized as of the date first written above.

ASSIGNORS:

BIG STRIKE, LLC,
a California limited liability company

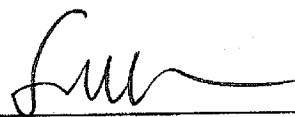
By: _____
Name: _____
Title: _____

BIG STRIKE TE ACQUISITION, LLC,
a Delaware limited liability company

By: Big Strike, LLC,
its Member

By: _____
Name: _____
Title: _____

GORES BIG STRIKE HOLDINGS, INC.,
a Delaware corporation

By:  _____
Name: Steven G. Eisner
Title: Vice President

(Trademark Security Agreement)

ASSIGNEE:

U.S. BANK NATIONAL ASSOCIATION

By: Wayne Elliott
Name: Wayne Elliott
Title: Vice President

(Trademark Security Agreement)

TRADEMARK
REEL: 004550 FRAME: 0407

SCHEDULE A
U.S. TRADEMARKS

Big Strike, LLC:

Registration No.	Mark	Registration Date
3,671,052	7 DEADLY SINS	8/18/2009
2,435,462	BIG FLIRT	3/13/2001
1,736,705	E.B.G.B.	12/1/1992
3,744,607	FREE 2 LUV	2/2/2010
2,705,646	HEART SOUL	4/15/2003
3,908,289	HEART SOUL	1/18/2011
3,274,504	MAD KNITS	8/7/2007
3,348,255	SOULMATES	12/4/2007

Big Strike TE Acquisition, LLC:

Registration No.	Mark	Registration Date
3587870	DANIELLE B.	3/10/2009
1705138	FIRST OPTION	8/4/1992
2225732	KATLYN O'FARREL	2/23/1999
75/327441 (abandoned)	Women wearing ribbons in hair design	7/21/1997
75/592937 (abandoned)	BEST FRIENDS FOREVER (BFF)	11/20/1998
75/723103 (abandoned)	PORTRAIT	6/7/1999
77/492041 (abandoned)	SPEAK MILAN	6/5/2008
3775462	SPEAK RIO	4/13/2010
3775463	SPEAK 2 ME	4/13/2010
3423293	T.B.A. & Design	5/6/2008
3690098	T.B.A. THE FLIP & Design	9/29/2009
3690100	T.B.A. THE PIXIE & Design	9/29/2009
3690099	T.B.A. THE SHAG & Design	9/29/2009
3867779	TL4E TRUE LOVE FOREVER	10/26/2010
3304810	TRACES BY TRACY EVANS	10/2/2007
3213203	TRACY EVANS LIMITED	2/27/2007
3716232	YOUR BEST PROFILE	11/24/2009
78/747118 (abandoned)	STAR BRANDS	11/4/2005
1646901	STAR C.C.C. CITY CLOTHING CO. & Design	6/4/1991
3052025	STAR CITY	1/31/2006
78/580654 (abandoned)	STAR CITY	3/4/2005
77/022933 (abandoned)	STAR CITY	10/17/2006
2906118	STAR CLOTHING	11/30/2004
3075465	STAR JEANS	4/4/2006
3026643	STAR JEANS	12/13/2005
2901464	TROUSERS UP	11/9/2004
76/617676 (abandoned)	STAR QUALITY	10/25/2004
76/600890 (abandoned)	CITY SPORTSWEAR	7/7/2004
76/573227 (abandoned)	STAR JEANS	1/30/2004
76/525436 (abandoned)	TROUSERS UP	6/24/2003
76/504440 (abandoned)	STAR CLOTHING	4/3/2003

DOMAIN NAMES

Big Strike, LLC:

<heartnsoulclothing.com>

<Knlclothing.com>

<Heartsoulusa.com>

<Heartnsoulusa.com>

<Bigstrikeinc.com>

<Heartnsoulshoes.com>

<Soulmatesnyla.com>

<Heartnsoulfashion.com>

Big Strike TE Acquisition, LLC:

www.tracyevans.com

SCHEDULE B

PENDING U.S. TRADEMARKS

Big Strike, LLC:

Application No.	Mark	Application Date
77/771,568	FREE 2 (HEART DESIGN)	6/30/2009
78/790,499	HALO	1/12/2006
77/967,840	HEART SOUL	3/24/2010

Big Strike TE Acquisition, LLC:

None.

FOREIGN TRADEMARK REGISTRATIONS AND APPLICATIONS

Big Strike, LLC:

Registration No.	Mark	Registration Date
733717	BIG FLIRT (Canada)	1-30-2009
733715	HEART SOUL (Canada)	1-30-2009

Big Strike TE Acquisition, LLC:

Registration No.	Mark	Registration Date
TMA759621	TRACY EVANS LIMITED	10/10/2006
1306314-00	STAR C.C.C. CITY CLOTHING CO. & Design	6/21/2006
1306234-00	STAR CITY	6/21/2006
1306233-00	STAR CLOTHING	6/21/2006
1306235-00	STAR JEANS	6/21/2006
1306237-00	TROUSERS UP	6/21/2006
5188550	ORIGINAL STAR JEANS	3/3/2006
5188547	A-STAR	7/7/2009
5203758	STARCITY	3/10/2006
5210644	STARCITY	3/13/2006
5188548	T.B.A.	7/14/2009
5188549	TROUSERSUP	3/3/2006
300664911	STAR C.C.C. CITY CLOTHING CO. & Design	12/20/2006
300664902	STAR CITY	8/6/2007
300664885	STAR CLOTHING	12/20/2006
300664876	STAR JEANS	6/22/2007
300664894	TROUSERS UP	12/20/2006
894744	STAR C.C.C. CITY CLOTHING CO. & Design	5/8/2006
885490	STAR CITY	5/8/2006
885454	STAR CLOTHING	5/8/2006
885453	STAR JEANS	5/8/2006
885963	TROUSERS UP	5/8/2006
1470591	STAR CITY	7/17/2006
1470589	STAR C.C.C. CITY CLOTHING CO.	7/17/2006
1470588	TROUSERS UP	7/17/2006
1470587	STAR CLOTHING	7/17/2006
1470590	STAR JEANS	7/17/2006