

RECORDATION FORM COVER SHEET  
**TRADEMARKS ONLY**

To the director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies)/Execution Date(s):**

Catherines of California, Inc.

- ☐ Individual(s) ☐ Association  
☐ General Partnership ☐ Limited Partnership  
☒ Corporation-State  
☐ Other: \_\_\_\_\_

Citizenship (see guidelines) California

Execution Date(s) July 14, 2011

Additional names of conveying parties attached? ☐ Yes ☒ No

**2. Name and address of receiving party(ies)**

☐ Yes

Additional names, addresses, or citizenship attached?

☒ No

Name: Wells Fargo Bank, National Association, as Agent,

successor by merger to Wachovia Bank, National Association, as

Agent

Internal  
Address: \_\_\_\_\_

Street Address: One Boston Place, 18<sup>th</sup> Floor

City: Boston

State: MA

Country: USA

Zip: \_\_\_\_\_

**3. Nature of conveyance:**

- ☐ Assignment ☐ Merger  
☐ Security Agreement ☐ Change of Name  
☒ Other Amendment No. 3 to Trademark Security Agreement  
as amended by Amendment No 2, at Reel/Frame 3665/0859 on  
11/21/07, as amended by Amendment No 1, at Reel/Frame  
3124/0611 on 2/17/05.

- ☐ Association Citizenship \_\_\_\_\_  
☐ General Partnership Citizenship \_\_\_\_\_  
☐ Limited Partnership Citizenship \_\_\_\_\_  
☐ Corporation Citizenship \_\_\_\_\_

☒ Other Nat'l Assoc ☒ Citizenship USA

If assignee is not domiciled in the United States, a domestic  
representative designation is attached. ☐ Yes ☒ No  
(Designations must be a separate document from assignment)

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s) See Exhibit A Attached

B. Trademark Registration No.(s) See Exhibit A Attached

Additional sheet(s) attached? ☒ Yes ☐ No

**C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown)**

**5. Name address of party to whom correspondence concerning document should be mailed:**

Name: Susan O'Brien

Internal Address: UCC Direct Services

Street Address: 187 Wolf Road, Suite 101

City: Albany

State: NY

Zip: 12205

Phone Number: 800-342-3676

Fax Number: 800-962-7049

Email Address: cls-uds@albany.wolterskluwer.com

**6. Total number of applications and registrations involved:**

13

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 340-**

- ☒ Authorized to be charged by credit card  
☐ Authorized to be charged to deposit account  
☐ Enclosed

**8. Payment Information:**

a. Credit Card

Last 4 Numbers 5683

Expiration Date 10/12

b. Deposit Account Number \_\_\_\_\_

Authorized User Name: \_\_\_\_\_

**9. Signature:**

Mercedes Farinas  
Signature

Mercedes Farinas

9/7/11  
Date

Total number of pages including cover  
sheet, attachments, and document. 8

OP \$340.00 8503519

EXHIBIT A  
TO  
AMENDMENT NO. 3 TO  
TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT

LIST OF TRADEMARKS AND TRADEMARK APPLICATIONS

Trademark Application #s	Application Date	Registration #	Registration Date
77781534	7/15/2009	3754302	3/2/2010
85035199	5/11/2010		
85052399	6/2/2010		
85072758	6/28/2010		
85091923	7/23/2010		
85110242	8/18/2010		
85160982	10/26/2010	3950998	4/26/2011
85191629	12/6/2010		
85196191	12/13/2010		
85206012	12/27/2010		
85206033	12/27/2010		
85391454	8/6/2011		
85381450	8/6/2011		

**AMENDMENT NO. 3 TO  
TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT**

AMENDMENT NO. 3 TO TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT (this "Amendment"), made as of the 14<sup>th</sup> day of July, 2011, by and between CATHERINES OF CALIFORNIA, INC., a California corporation ("Debtor"), and WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association (as successor by merger to Wachovia Bank, National Association, a national banking association, as successor by merger to Congress Financial Corporation, a Delaware corporation), in its capacity as agent (in such capacity, "Secured Party") pursuant to the Loan Agreement, acting for and on behalf of the other Secured Parties (as hereinafter defined). Unless otherwise defined herein, all capitalized terms used herein which are not defined shall have the meanings given to such terms in the Trademark Security Agreement (as defined below).

**W I T N E S S E T H:**

WHEREAS, Debtor and Secured Party are parties to the Trademark Collateral Assignment and Security Agreement, dated August 16, 2001 and recorded by the Assignment Services Division of the U.S. Patent and Trademark Office on August 30, 2001 at Reel/Frame 002358/0385, as amended by Amendment No. 1 to Trademark Collateral Assignment and Security Agreement, dated December 20, 2004 and recorded by the Assignment Services Division of the U.S. Patent and Trademark Office on February 17, 2005 at Reel/Frame 003124/0611 and Amendment No. 2 to Trademark Collateral Assignment and Security Agreement, dated September 1, 2007 and recorded by the Assignment Services Division of the U.S. Patent and Trademark Office on November 21, 2007 at Reel/Frame 003665/0859 (as amended hereby and as the same may hereafter be further amended, modified, supplemented, extended, renewed, restated or replaced, the "Trademark Security Agreement");

WHEREAS, pursuant to the Trademark Security Agreement, Debtor has, among other things, granted to Secured Party a security interest in all present and future Trademarks and Trademark applications of Debtor, together with certain related assets, and has agreed to execute and deliver to Secured Party all agreements and documents as requested by Secured Party to evidence the security interests of Secured Party therein;

WHEREAS, Debtor has certain additional Trademarks and Trademark applications registered or filed with the United States Patent and Trademark Office which are not reflected in the Trademark Security Agreement; and

WHEREAS, Debtor and Secured Party now wish to amend the Trademark Security Agreement to include such additional Trademarks and Trademark applications.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor and Secured Party hereby agree as follows:

1. Amendments to Trademark Security Agreement.

(a) Without limiting any of the Collateral otherwise described in the Trademark Security Agreement, Exhibit A to the Trademark Security Agreement is hereby amended to include, in addition and not by way of limitation, the Trademarks and Trademark applications described in Exhibit A attached hereto (such Trademarks and Trademark applications described on Exhibit A hereto being referred to herein as the "Additional Trademarks").

(b) All references to the term "Collateral" in the Trademark Security Agreement shall be deemed and each such reference is hereby amended to include, in addition and not in limitation, all of the Additional Trademarks and the other assets described in Section 2 of this Amendment.

(c) All references to the term "Trademarks" in the Trademark Security Agreement shall be deemed and each such reference is hereby amended to include, in addition and not in limitation, the Additional Trademarks.

(d) Each reference to the phrase "Secured Party, for the benefit of Lenders" in Sections 1, 2, 3(g) and 5(a) of the Trademark Security Agreement is hereby amended by deleting such phrase in its entirety and replacing it with "Secured Party, for the benefit of itself and the other Secured Parties".

(e) As used in the Trademark Security Agreement, as amended hereby, the term "other Secured Parties" shall mean, collectively, the following (together with their respective successors and assigns): (i) Lenders, (ii) Issuing Banks (as defined in the Loan Agreement) and (iii) any Bank Product Provider (as defined in the Loan Agreement), to the extent of the Obligations owing to such Bank Product Provider.

2. Confirmation of Grant of Security Interest. Without limiting the grant of the security interest or collateral assignment to Secured Party set forth in Section 1 of the Trademark Security Agreement or any other provisions thereof, Debtor hereby confirms, reaffirms and restates its prior grant to Secured Party, for the benefit of itself and the other Secured Parties, and hereby grants to Secured Party, for the benefit of itself and the other Secured Parties, a continuing security interest in and a general lien upon, and a conditional assignment of, the following: (a) all of Debtor's now existing or hereafter acquired right, title, and interest in and to: (i) the Additional Trademarks, together with all rights and privileges arising under applicable law with respect to Debtor's use of the Additional Trademarks, and all reissues, extensions, continuation and renewals thereof and (ii) all prints and labels on which the Additional Trademarks appear, have appeared or will appear, and all designs and general intangibles of a like nature; (b) the goodwill of the business symbolized by each of the Additional Trademarks, including, without limitation, all customer lists and other records relating to the distribution of products or services bearing the Additional Trademarks; (c) all income, fees, royalties and other payments at any time due or payable with respect thereto, including, without limitation, payments under all licenses at any time entered into in connection therewith; (d) all licenses, contracts or other agreements naming Debtor as licensor or licensee and providing for the grant of any rights concerning any Additional Trademark, including, without limitation, all trademark licenses described on Exhibit B hereto, together with any goodwill associated with and symbolized by any such trademark licenses and agreements; (e) the right to sue for past, present and future infringements thereof; (f) all rights corresponding thereto throughout the world; and (g) any and all other proceeds of any of the foregoing, including,

without limitation, damages and payments or claims by Debtor against third parties for past or future infringement of the Additional Trademarks.

3. Representations, Warranties and Covenants. All of the representations, warranties and covenants with respect to the Trademarks and the other Collateral set forth in Section 3 of the Trademark Security Agreement shall apply to the Additional Trademarks and other assets described in Section 2 of this Amendment.

4. Effect of this Amendment. Except as expressly amended pursuant hereto, no other changes or modifications to the Trademark Security Agreement or waivers of or consents under any provisions thereof are intended or implied, and in all other respects the Trademark Security Agreement is hereby specifically ratified, restated, and confirmed by all parties hereto as of the effective date hereof. To the extent any term or provision of this Amendment conflicts with any term or provision of the Loan Agreement, the term or provision of the Loan Agreement shall control.

5. Counterparts. This Amendment may be executed in any number of counterparts, but all of such counterparts shall together constitute but one and the same agreement. In making proof of this Amendment, it shall not be necessary to produce or account for more than one counterpart thereof signed by each of the parties hereto. This Amendment may be delivered by telecopier with the same force and effect as if it were a manually executed and delivered counterpart.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Debtor and Secured Party have executed this Amendment as of the day and year first above written.

CATHERINES OF CALIFORNIA, INC.

By:  \_\_\_\_\_  
John Lee, Vice President

WELLS FARGO BANK, NATIONAL  
ASSOCIATION, as Agent

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

IN WITNESS WHEREOF, Debtor and Secured Party have executed this Amendment as of the day and year first above written.

CATHERINES OF CALIFORNIA, INC.

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

WELLS FARGO BANK, NATIONAL  
ASSOCIATION, as Agent

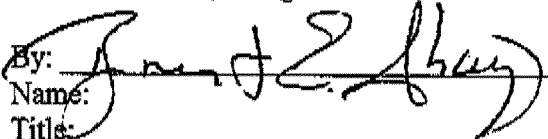
By:   
Name:  
Title:

EXHIBIT B  
TO  
AMENDMENT NO. 3 TO  
TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT

LIST OF LICENSES

NONE