

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
Bext Textiles Acquisition, LLC		08/25/2011	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Zohar III, Limited		
Street Address:	32 Avenue of the Americas, 17th Floor		
Internal Address:	c/o Patriarch Partners Agency Services		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10013		
Entity Type:	CORPORATION: CAYMAN ISLANDS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	85228044	BEST TEXTILES	
CORRESPONDENCE DATA			
Fax Number:	(404)581-8330		
Phone:	4045818052		
Email:	rcampbell@jonesday.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Richard U. Campbell		
Address Line 1:	1420 Peachtree St. NE		
Address Line 2:	Suite 800		
Address Line 4:	Atlanta, GEORGIA 30309		
ATTORNEY DOCKET NUMBER:	223194-615043		
NAME OF SUBMITTER:	Richard U. Campbell		

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**TRADEMARK
 REEL: 004625 FRAME: 0535**

Signature:	/Richard U. Campbell/
Date:	09/19/2011
Total Attachments: 5 source=Best_Textiles_Trademark_Security_Agreement_2of2_08.25.2011#page1.tif source=Best_Textiles_Trademark_Security_Agreement_2of2_08.25.2011#page2.tif source=Best_Textiles_Trademark_Security_Agreement_2of2_08.25.2011#page3.tif source=Best_Textiles_Trademark_Security_Agreement_2of2_08.25.2011#page4.tif source=Best_Textiles_Trademark_Security_Agreement_2of2_08.25.2011#page5.tif	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (as may be amended, supplemented or otherwise modified from time to time, this "IP Security Agreement") dated Aug 25, 2011, is made by Best Textiles Acquisition, LLC, a Delaware limited liability company (the "Grantor"), in favor of Zohar III, Limited (the "Secured Party").

WHEREAS, the Secured Party owns Series A Preferred Interests (as defined in the LLC Agreement) in Grantor, which interests are entitled to receive preferred payments and to be redeemed by the Grantor as more fully set forth in and subject to the terms, provisions and conditions of the Limited Liability Company Agreement of Grantor (as amended from time to time, the "LLC Agreement").

WHEREAS, to provide security for the prompt and timely payment of the Series A Preferred Return payment obligation as and when the same may be due and payable pursuant to the terms, provisions and conditions of the LLC Agreement (collectively, the "Secured Obligations"), Grantor is granting a second priority security interest in and lien upon substantially all of its assets to the Secured Party pursuant to that certain Security Agreement, dated as of August 28, 2008 (as may be amended, supplemented or otherwise modified from time to time, the "Security Agreement") by Grantor in favor of Secured Party.

WHEREAS, under the terms of the Security Agreement, Grantor has granted a security interest in certain intellectual property of Grantor to the Secured Party, and has agreed as a condition thereof to execute this IP Security Agreement for recording with the U.S. Patent and Trademark Office and any other governmental authority.

WHEREAS, pursuant to the terms of the Security Agreement, Grantor recorded a Trademark Collateral Security Agreement with the U.S. Patent and Trademark Office on September 8, 2008, under Reel 003854, Frame 0620.

WHEREAS, the Grantor has acquired additional trademarks and is required under the terms of the Security Agreement to execute this IP Security Agreement for recording with the U.S. Patent and Trademark Office and any other governmental authority.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

Section 1. Grant of Security. Grantor hereby grants to the Secured Party a security interest in and to all of Grantor's right, title and interest in and to the following (the "Collateral"):

(a) the United States and foreign trademark and service mark registrations, applications, and licenses set forth on Schedule 1 hereto but excluding any United States intent-to-use trademark application prior to the filing of a Statement of Use or Amendment to Allege Use in connection therewith to the extent that a valid security interest may not be taken in such an intent-to-use trademark application under applicable law (the "Trademarks");

(b) any and all causes of action for past, present and future infringement or breach of the Trademarks, with the right, but not the obligation to sue for and collect, or otherwise recover, damages for such infringement or breach; and

(c) any and all proceeds of the foregoing.

Section 2. Submission to Jurisdiction. Each of the Secured Party and Grantor hereby (a) agrees that any Action with respect to this IP Security Agreement may be brought in the courts of the State of New York or of the United States of America for the Southern District of New York, (b) accepts for itself and in respect of its property, generally and unconditionally, the exclusive jurisdiction of such courts, (c) irrevocably waives any objection, including, without limitation, any objection to the laying of venue or based on the grounds of forum non conveniens, which it may now or hereafter have to the bringing of any Action in those jurisdictions, and (d) irrevocably consents to the service of process of any of the courts referred to above in any Action by the mailing of copies of the process to the parties hereto as provided in the Security Agreement. Service effected as provided in this manner will become effective ten calendar days after the mailing of the process.

Section 3. Waiver of Jury Trial. Each of the Secured Party and Grantor hereby waives any right to a trial by jury in any Action to enforce or defend any right under this IP Security Agreement or any amendment, instrument, document or agreement delivered or to be delivered in connection with this IP Security Agreement and agrees that any Action will be tried before a court and not before a jury.

Section 4. Recordation. Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this IP Security Agreement.

Section 5. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

Section 6. Conflict Provision. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this IP Security Agreement are in conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, Grantor has caused this IP Security Agreement to be duly executed and delivered by its manager thereunto duly authorized as of the date first above written.

BEST TEXTILES ACQUISITION, LLC

By: 

Name: Edward W. Ricci, Jr.

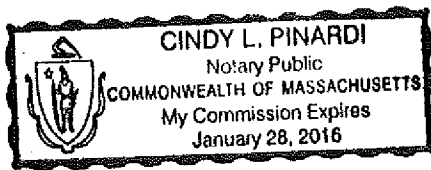
Title: CEO

ACKNOWLEDGMENT OF GRANTOR

STATE OF MA)
COUNTY OF Bristol) ss.

On this 25 day of August, 2011 before me personally appeared Resonate, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Best Textiles Acquisition, LLC, who being by me duly sworn did depose and say that he is an authorized officer of said limited liability company, that the said instrument was signed on behalf of said limited liability company as authorized by its Board of Managers and that he acknowledged said instrument to be the free act and deed of said limited liability company.

Cindy L. Pinarði 8/25/11
Notary Public
Cindy L. Pinarði
1/28/16



**SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT**

Trademark Registrations and Applications

A. REGISTERED TRADEMARKS

None.

B. TRADEMARK APPLICATIONS

TITLE	APPLICATION NO.	JURISDICTION	STATUS/INFO
BEST TEXTILES & DESIGN	85228044	US	Application Date: 1/27/11