

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Artemiss, LLC		09/13/2011	LIMITED LIABILITY COMPANY: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	Patriarch Partners Agency Services, LLC
<b>Street Address:</b>	32 AVENUE OF THE AMERICAS
<b>Internal Address:</b>	17TH FLOOR
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10013
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE

**PROPERTY NUMBERS Total: 125**

Property Type	Number	Word Mark
Serial Number:	77369610	A LUXURY SHOPPING EXPERIENCE WITHIN REACH
Serial Number:	75719136	A.B. LAMBDIN
Serial Number:	73626504	ADAM SPENCER
Serial Number:	73626509	ALAN MICHAELS
Serial Number:	75519746	BABY ELEMENTS
Serial Number:	78000001	BARE LUXURY
Serial Number:	75372254	BLUSHE BY SPIEGEL
Serial Number:	74362600	BOUTIQUE EUROPA
Serial Number:	74313491	BOUTIQUE EUROPA
Serial Number:	76066503	BUILD YOUR OWN BIKINI
Serial Number:	75935249	CAMI
Serial Number:	77137893	CARABELLA
Serial Number:	77137878	CARABELLA

CH \$3140.00 77369610

Serial Number:	74134490	CARABELLA COLLECTION
Serial Number:	77137866	CARABELLA COLLECTION
Serial Number:	76004418	CHINOLOGY
Serial Number:	73822283	CHRISTMAS GUARANTEED
Serial Number:	73466356	CLIFFORD & WILLS
Serial Number:	74102806	CLIFFORD & WILLS
Serial Number:	77369676	CREATE YOUR SIGNATURE STYLE
Serial Number:	74250445	CW
Serial Number:	76003530	CW CLIFFORD & WILLS
Serial Number:	75979935	DECORATING WITH UNIQUE STYLE
Serial Number:	76228105	DESIGNED TO MAKE THE BODY YOU HAVE LOOK LIKE THE BODY YOU WANT
Serial Number:	75466996	DETAILS MAKE THE DIFFERENCE
Serial Number:	75299275	EASY STYLE
Serial Number:	75799088	EASY STYLE
Serial Number:	76004536	EASY STYLE HOME
Serial Number:	74360901	ELEMENTS EXCLUSIVELY SPIEGEL
Serial Number:	75436869	ELEMENTS OF DESIRE
Serial Number:	73822304	FASHION AVENUE
Serial Number:	73785222	FOR YOU FROM SPIEGEL
Serial Number:	75765009	FREEDOM TO BE FEMININE
Serial Number:	72309047	HONEYBEE
Serial Number:	72209695	HONEYBEE THE EINBENDER CASUAL
Serial Number:	75446013	IF IT'S HOT THERE IT'S HAPPENING HERE
Serial Number:	73696394	INHOME
Serial Number:	75210851	JAMES RIVER TRADERS
Serial Number:	73443750	JAMES RIVER TRADERS
Serial Number:	76648487	JEAN.E. OLOGY
Serial Number:	75571014	JEANOLOGY
Serial Number:	75563980	JEANOLOGY
Serial Number:	76044490	JEANOLOGY
Serial Number:	76310940	JEANOLOGY
Serial Number:	75654026	JEANOLOGY BASICS
Serial Number:	75808025	JEANOLOGY PERFORMANCE
Serial Number:	75607523	JEANOLOGY STUDIO

Serial Number:	75858442	LIFESTYLE RESOURCE FOR THE WORKING WOMAN
Serial Number:	75498215	LIFESTYLE RETAILERS
Serial Number:	75661135	MAURIZIO COLLECTIONS
Serial Number:	75111821	MODA SPIEGEL
Serial Number:	78537328	MODA SPIEGEL
Serial Number:	75846883	N
Serial Number:	73839779	NEWPORT NEWS
Serial Number:	74303538	NEWPORT NEWS
Serial Number:	75179380	NEWPORT NEWS
Serial Number:	75784333	NEWPORT NEWS
Serial Number:	75799283	NEWPORT NEWS
Serial Number:	76470999	NEWPORT NEWS
Serial Number:	75670429	NEWPORT NEWS COMFORT BEAR
Serial Number:	75393605	NEWPORT NEWS DISCOUNT CLUB
Serial Number:	75299276	NEWPORT NEWS EASY STYLE
Serial Number:	75822030	NEWPORT NEWS EASY STYLE N
Serial Number:	75784328	NEWPORT-NEWS.COM
Serial Number:	77137905	NO SEASON, NO LIMITS
Serial Number:	73608794	OAKBROOK
Serial Number:	75474451	ONE PRICE FITS ALL
Serial Number:	75517534	ONE PRICE FITS ALL
Serial Number:	75713422	ONE PRICE, ONE PACKAGE
Serial Number:	75230406	ONVIEW
Serial Number:	75979927	ONVIEW HOME
Serial Number:	75790013	ORARIO
Serial Number:	74368687	PARADOX
Serial Number:	72147242	PRIVATE LIFE
Serial Number:	73342715	PRIVATE LIVES
Serial Number:	73465259	PRIVATE LIVES
Serial Number:	75667707	QUADKINI
Serial Number:	78596863	REALITY DRESSING
Serial Number:	75545430	REFLECTIONS BY SPIEGEL
Serial Number:	75563721	RR
Serial Number:	76123205	S MADE EXCLUSIVELY FOR SPIEGEL CATALOG, INC.
Serial Number:		SECOND HAND NEWS FASHION CATALOG RETURNS FOR <b>TRADEMARK</b>

	75372257	YOU & YOUR HOME
Serial Number:	77500060	SECRET SCULPTOR BY SHAPE FX
Serial Number:	75435144	SENSUAL HOME
Serial Number:	75147836	SHAPE & SLIM
Serial Number:	78719130	SHAPE & SLIM
Serial Number:	75725951	SHAPE FX
Serial Number:	75810448	SHAPE FX
Serial Number:	78972117	SHAPE FX
Serial Number:	75016965	SHOPPING AT THE SPEED OF LIFE
Serial Number:	76037375	SHOPPING AT THE SPEED OF LIFE
Serial Number:	73463727	SPIEGEL
Serial Number:	74387194	SPIEGEL
Serial Number:	75784327	SPIEGEL
Serial Number:	77253973	SPIEGEL
Serial Number:	73630313	SPIEGEL
Serial Number:	76028851	SPIEGEL E MARKET
Serial Number:	76228675	SPIEGEL INCENTIVES
Serial Number:	77368436	SPIEGEL SIGNATURE
Serial Number:	77243261	SPIEGEL SIGNATURE
Serial Number:	77255689	SPIEGEL SIGNATURE
Serial Number:	77368430	SPIEGEL SIGNATURE ESTATE
Serial Number:	75784329	SPIEGEL.COM
Serial Number:	75504544	SPIEGELTRONICS
Serial Number:	74276347	STYLES TO GO
Serial Number:	73651067	SUN STREAK
Serial Number:	75308051	SWIM 21
Serial Number:	75775754	THE 12 DAYS OF SHOPPING
Serial Number:	75765011	THE BEST IDEA IN A THOUSAND YEARS
Serial Number:	73626488	THE FINER THINGS
Serial Number:	75855161	THE KID'S RESOURCE
Serial Number:	76015859	THE SPIEGEL GROUP
Serial Number:	76029020	THE SPIEGEL GROUP LIFESTYLE RETAILERS
Serial Number:	73640009	THE ULTIMATE OUTLET
Serial Number:	73626495	TOFFS
Serial Number:	75196856	WORLD OF MY OWN

	85049191	THE 7 WAYS EVERY WOMAN'S BODY BREAKS HER HEART
Serial Number:	85049187	BODY BETRAYALS
Serial Number:	85034419	JEANOLOGY BASIC
Serial Number:	77928638	COLOR BY NEWPORT NEWS
Serial Number:	85402270	FX FIRM
Serial Number:	77844693	SECRET SCULPTOR
Serial Number:	85090577	THE REAL RED CARPET SECRET
Serial Number:	77928637	SIGNATURE BEAUTY
Serial Number:	85094023	SPIEGEL SIGNATURE ESTATE

**CORRESPONDENCE DATA**

Fax Number: (404)581-8330

Phone: (404)581-8422

Email: rholte@jonesday.com

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Correspondent Name: Ryan T. Holte

Address Line 1: 1420 Peachtree Street, N.E.

Address Line 2: Suite 800

Address Line 4: Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER: 223194-610008

NAME OF SUBMITTER: Ryan T. Holte

Signature: /Ryan T. Holte/

Date: 09/27/2011

**Total Attachments: 11**

source=Trademark Security Agreement#page1.tif  
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  
source=Trademark Security Agreement#page10.tif  
source=Trademark Security Agreement#page11.tif

## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of September 13, 2011, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of Patriarch Partners Agency Services, LLC, as administrative agent and collateral agent (in such capacity, together with its successors and permitted assigns, the "Administrative Agent") for the Lenders (as defined in the Credit Agreement referred to below).

### WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of September 13, 2011 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, the Guarantors party thereto, the Lenders from time to time party thereto and the Administrative Agent and the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor (other than the Borrower) has guaranteed the Obligations (as defined in the Credit Agreement) of the Borrower and all of the Grantors are party to a Security Agreement of even date herewith with the Administrative Agent (the "Security Agreement") pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Administrative Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

- (a) all of its Trademarks and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;
- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

ARTEMISS, LLC  
as Grantor

By: 

Name: Kevin Frain

Title: Chief Financial Officer

ACCEPTED AND AGREED  
as of the date first above written:

PATRIARCH PARTNERS AGENCY SERVICES, LLC  
as Administrative Agent

By: \_\_\_\_\_

Name: Lynn Tilton

Title: Manager

[Signature Page to Trademark Security Agreement]

DLI- 6368916

**TRADEMARK**  
**REEL: 004630 FRAME: 0693**



IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

ARTEMISS, LLC  
as Grantor

By: \_\_\_\_\_  
Name: Kevin Frain  
Title: Chief Financial Officer

ACCEPTED AND AGREED  
as of the date first above written:

PATRIARCH PARTNERS AGENCY SERVICES, LLC  
as Administrative Agent

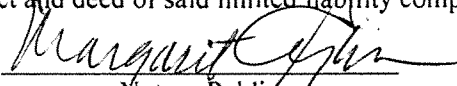
By:   
Name: Lynn Tilton  
Title: Manager

[Signature Page to Trademark Security Agreement]

ACKNOWLEDGMENT OF GRANTOR

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

On this 12<sup>th</sup> day of September, 2011 before me personally appeared Kevin Frain, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Artemiss, 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 Manager and that he acknowledged said instrument to be the free act and deed of said limited liability company.

  
\_\_\_\_\_  
Notary Public

**MARGARET RYAN**  
Notary Public, State of New York  
No. 01RY5068441  
Certificate Filed in NY County  
Qualified in Westchester County  
Commission Expires 11/14

[Acknowledgment Page to Trademark Security Agreement]

SCHEDULE 1  
TO  
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

A. REGISTERED TRADEMARKS

Trademark	Jurisdiction	Reg No	Reg Date	App No	App Date	Status	Owner
JEANOLOGY	AU	194079	2/13/01	79712000	11/2/00		Artemiss, LLC
CW CLIFFORD & WILLS [ and design]	Australia	606710	7/12/93	606710	7/12/93	Registered	Artemiss, LLC
CW CLIFFORD & WILLS [ and design]	Australia	606711	7/12/93	606711	7/12/93	Registered	Artemiss, LLC
CW CLIFFORD & WILLS [and design]	Australia	606706	7/12/93	606706	7/12/93	Registered	Artemiss, LLC
CW CLIFFORD & WILLS [and design]	Australia	606707	7/12/93	606707	7/12/93	Registered	Artemiss, LLC
CW CLIFFORD & WILLS [and design]	Australia	606708	7/12/93	606708	7/12/93	Registered	Artemiss, LLC
CW CLIFFORD & WILLS [and design]	Australia	606709	7/12/93	606709	7/12/93	Registered	Artemiss, LLC
CW CLIFFORD & WILLS [and design]	Australia	841716	7/4/00	841716	7/4/00	Registered	Artemiss, LLC
SPIEGEL	Bolivia	62413 C	11/01/96	1263	03/27/95		Artemiss, LLC
SPIEGEL	Bolivia	62417 C	11/01/96	1264	03/27/95		Artemiss, LLC
FASHION OPTIONS AND DESIGN	BR	819479217	4/6/99	819483834	9/20/96		Artemiss, LLC
SHAPE & SLIM and design	BR	820882135	12/26/00	820882135	6/30/98		Artemiss, LLC
STYLES TO GO	BR	819483834	4/6/99	819479217	9/17/96		Artemiss, LLC
STYLEWORKS	BR	819479179	12/22/98	819479179	9/17/96		Artemiss, LLC
SUN STREAK	BR	N/A	N/A	819479187	9/17/96		Artemiss, LLC
JEANOLOGY	BX	690474	N/A	976766	10/31/00		Artemiss, LLC
CW	Canada	TMA45495 1	03/08/96	0700775	03/13/92	Registered	Artemiss, LLC
CW	Canada	TMA46062 6	08/02/96	0700822	03/13/92	Registered	Artemiss, LLC
CW CLIFFORD & WILLS	Canada	TMA40857 2	02/19/93	0701063	03/17/92	Expunged	Artemiss, LLC
CW CLIFFORD & WILLS [and design]	Canada	TMA49663 3	06/23/98	0785024	06/13/95	Registered	Artemiss, LLC
JEANOLOGY	Canada	TMA65541 1	12/20/05	1156683	10/23/02	Registered	Artemiss, LLC
SPIEGEL	Canada	TMA52081 1	12/21/99	0796947	11/09/95	Registered	Artemiss, LLC
SPIEGEL [and design]	Canada	TMA52073 0	12/17/99	0796945	11/09/95	Registered	Artemiss, LLC
CW CLIFFORD & WILLS (old logo)	Chile	509154	04/02/98	388950	08/29/97		Artemiss, LLC
CW CLIFFORD & WILLS (old logo)	China	767642	09/20/95	93122425	12/16/93		Artemiss, LLC
CW CLIFFORD & WILLS (old logo)	China	767662	09/20/95	93122424	12/16/93		Artemiss, LLC
CW CLIFFORD & WILLS (old logo)	China	783316	10/13/95	93122423	12/16/93		Artemiss, LLC
CW CLIFFORD & WILLS (old logo)	China	787343	10/27/95	93122426	12/16/93		Artemiss, LLC
CW CLIFFORD & WILLS (old logo)	China	800574	12/20/95	93122422	12/16/93		Artemiss, LLC
SPIEGEL	Colombia	179238	08/31/95	95018304	05/03/95		Artemiss, LLC
SPIEGEL	Colombia	179239	08/31/95	95018303	05/03/95		Artemiss, LLC
SPIEGEL [and design]	Colombia	240906	09/04/01	86472	11/14/00		Artemiss, LLC

TRADEMARK SECURITY AGREEMENT  
ARTEMISS, LLC

Trademark	Jurisdiction	Reg No	Reg Date	App No	App Date	Status	Owner
CW CLIFFORD & WILLS [and design]	CTM	186460	05/06/98	186460	04/01/96	Registered	Artemiss, LLC
CW CLIFFORD & WILLS [and design]	CTM	1627397	07/23/01	1627397	04/26/00	Registered	Artemiss, LLC
SHAPE & SLIM	CTM	828426	6/3/99	828426	5/15/98	Lapsed	Artemiss, LLC
JEANOLOGY	DE	30080400	1/18/01	30080400 8	10/31/00		Artemiss, LLC
JEANOLOGY	DK	2000 5869	12/18/00	20004564	11/1/00		Artemiss, LLC
SPIEGEL	Ecuador	218196	11/13/96	55521	03/24/95		Artemiss, LLC
SPIEGEL	Ecuador	218296	11/13/96	55522	03/24/95		Artemiss, LLC
JEANOLOGY	ER	221124	N/A	221124	11/22/00		Artemiss, LLC
JEANOLOGY	ES	2355728M 1	11/5/01	2355728M1	11/6/00		Artemiss, LLC
JEANOLOGY	FI	221930	10/15/01	200003610	10/30/00		Artemiss, LLC
A.B. LAMBDIN	Georgia [U.S.]	T-10578	01/23/91	N/A	N/A	Expired	Artemiss, LLC
A.B. LAMBDIN	Georgia [U.S.]	S-10579	01/23/91	N/A	N/A	Expired	Artemiss, LLC
JEANOLOGY	GREECE	N/A	N/A	145592	11/6/00		Artemiss, LLC
JEANOLOGY	IT	912938	10/15/200 3	36162000 TO	11/10/00		Artemiss, LLC
CLIFFORD & WILLS	Japan	4711594	09/19/03	2002-109329	12/25/02	Registered	Artemiss, LLC
CW CLIFFORD & WILLS (new logo)	Japan	3332275	07/18/97	7 075486	07/26/95		Artemiss, LLC
CW CLIFFORD & WILLS (old logo)	Japan	3168638	06/28/96	5 080924	09/04/93		Artemiss, LLC
CW CLIFFORD & WILLS (old logo)	Japan	3168639	06/28/96	5 080926	08/04/93		Artemiss, LLC
CW CLIFFORD & WILLS (old logo)	Japan	3175541	07/31/96	5 080923	08/04/93		Artemiss, LLC
CW CLIFFORD & WILLS (old logo)	Japan	3180822	07/31/96	5 080925	08/04/93		Artemiss, LLC
CW CLIFFORD & WILLS (old logo)	Japan	3180823	07/31/96	5 080927	08/04/93		Artemiss, LLC
JEANOLOGY	Japan	4573652	5/31/02	2000 096450	9/1/00		Artemiss, LLC
SHAPEFX	Japan	4468763	4/20/01	2000 069759	6/22/00		Artemiss, LLC
SPIEGEL	Korea the Republic	426138	10/22/98	40830/1997	09/22/97		Artemiss, LLC
SPIEGEL	Korea the Republic	437995	01/15/99	40829/1997	09/22/97		Artemiss, LLC
CW CLIFFORD & WILLS	Mexico	691789	08/22/00	443358	08/22/00		Artemiss, LLC
CW CLIFFORD & WILL S	Mexico	770488	11/27/02	443357	08/22/00		Artemiss, LLC
CW CLIFFORD & WILLS (old logo)	Mexico	474143	07/20/94	205953	07/20/94		Artemiss, LLC
CW CLIFFORD & WILLS (old logo)	Mexico	474144	07/20/94	205956	07/20/94		Artemiss, LLC
CW CLIFFORD & WILLS (old logo)	Mexico	474647	07/20/94	205955	07/20/94		Artemiss, LLC
CW CLIFFORD & WILLS (old logo)	Mexico	474648	07/20/94	205957	07/20/94		Artemiss, LLC
CW CLIFFORD & WILLS (old logo)	Mexico	486557	07/20/94	205954	07/20/94		Artemiss, LLC
CW CLIFFORD & WILLS (old logo)	Mexico	507731	07/20/94	205952	07/20/94		Artemiss, LLC
ELEMENTS	Mexico	455619	3/29/94	189844	2/3/94		Artemiss, LLC
ELEMENTS	Mexico	455697	3/29/94	189843	2/3/94		Artemiss, LLC
ELEMENTS	Mexico	455698	3/29/94	189845	2/3/94		Artemiss, LLC
ELEMENTS	Mexico	629516	03/30/01	443143	08/22/00		Artemiss, LLC
ELEMENTS	Mexico	684344	08/22/00	443142	08/22/00		Artemiss, LLC
ELEMENTS	Mexico	685678	08/22/00	443147	08/22/00		Artemiss, LLC
SPIEGEL	Mexico	428905	08/25/92	148 222	08/25/92		Artemiss, LLC
SPIEGEL	Mexico	459588	05/09/94	148223	08/25/92		Artemiss, LLC
SPIEGEL	Mexico	467877	7/27/94	196013	04/13/94		Artemiss, LLC
SPIEGEL	Mexico	486134	02/03/94	189847	02/03/94		Artemiss, LLC
SPIEGEL	Mexico	684345	08/22/00	443144	08/22/00		Artemiss, LLC

Schedule 1-2

TRADEMARK SECURITY AGREEMENT  
ARTEMISS, LLC

Trademark	Jurisdiction	Reg No	Reg Date	App No	App Date	Status	Owner
SPIEGEL	Mexico	685677	08/22/00	443146	08/22/00		Artemiss, LLC
SPIEGEL	Mexico	692517	03/30/01	443145	08/22/00		Artemiss, LLC
SPIEGEL	Panama	91130	11/20/97	91130	11/20/97		Artemiss, LLC
SPIEGEL	Paraguay	247166	06/07/02	11645 98	06/05/98		Artemiss, LLC
SPIEGEL	Russian Federation	147478	04/20/95	95 704 482	4/20/95		Artemiss, LLC
SPIEGEL [and design]	Russian Federation	210725	04/10/02	2000718953	07/26/00		Artemiss, LLC
JEANOLOGY	SE	350331	11/23/01	200008313	11/1/00		Artemiss, LLC
CW CLIFFORD & WILLS (old logo)	Switzerland	415605	07/29/93	9458/1993 0	07/29/93		Artemiss, LLC
CW CLIFFORD & WILLS	Taiwan	143309	06/01/01	89022305	04/21/00		Artemiss, LLC
JEANOLOGY	UK	2254152	5/18/01	2254152	11/27/00		Artemiss, LLC
SHAPE FX	UK	2236735	4/6/01	2236735	6/22/00		Artemiss, LLC
A LUXURY SHOPPING EXPERIENCE WITHIN REACH	US	3,702,389	10/27/09	77/369,610	1/11/08	Pending	Artemiss, LLC
A.B. LAMBDIN	US	2,387,471	9/19/00	75/719,136	6/1/99	Registered	Artemiss, LLC
ADAM SPENCER	US	1,445,296	6/30/1987	73/626,504	10/23/86	Cancelled	Artemiss, LLC
ALAN MICHAELS	US	1,447,641	07/14/87	73/626,509	10/23/86	Cancelled	Artemiss, LLC
BABY ELEMENTS	US	2,317,265	02/08/00	75/519,746	07/16/98	Cancelled	Artemiss, LLC
BARE LUXURY	US	2,474,567	07/31/01	78/000,001	03/20/00	Cancelled	Artemiss, LLC
BLUSHE BY SPIEGEL	US	2,383,650	09/05/00	75/372,254	10/14/97	Cancelled	Artemiss, LLC
BOUTIQUE EUROPA	US	1,815,873	01/11/94	74/362,600	03/01/93	Cancelled	Artemiss, LLC
BOUTIQUE EUROPA	US	1,871,948	01/03/95	74/313,491	9/14/02	Registered	Artemiss, LLC
BUILD YOUR OWN BIKINI	US	2,465,672	07/03/01	76/066,503	06/09/00	Registered	Artemiss, LLC
CAMI	US	2,793,219	12/9/03	75/935,249	2/16/00	Registered	Artemiss, LLC
CARABELLA	US	3,400,898	3/25/08	77/137,893	3/22/07	Registered	Artemiss, LLC
CARABELLA	US	3,534,732	11/18/08	77/137,878	3/22/07	Registered	Artemiss, LLC
CARABELLA COLLECTION	US	1,770,814	1/29/91	74/134,490	5/11/93	Registered	Artemiss, LLC
CARABELLA COLLECTION	US	3,414,104	4/22/08	77/137,866	3/22/07	Registered	Artemiss, LLC
CHINOLOGY	US	2,429,982	2/20/01	76/004,418	3/20/00	Registered	Artemiss, LLC
CHRISTMAS GUARANTEED	US	1,588,863	03/27/90	73/822,283	08/28/89	Registered	Artemiss, LLC
CLIFFORD & WILLS	US	1,320,047	02/12/85	73/466,356	02/02/84	Cancelled	Artemiss, LLC
CLIFFORD & WILLS	US	1,658,093	09/24/91	74/102,806	10/03/90	Registered	Artemiss, LLC
CREATE YOUR SIGNATURE STYLE	US	3,702,309	10/27/09	77/369,676	1/11/08	Pending	Artemiss, LLC
CW	US	1,841,377	06/21/94	74/250,445	02/28/92	Cancelled	Artemiss, LLC
CW CLIFFORD & WILLS [and design]	US	2,433,558	03/06/01	76/003,530	03/18/00	Registered	Artemiss, LLC
DECORATING WITH UNIQUE STYLE	US	2,454,185	05/22/01	75/979,935	07/13/98	Cancelled	Artemiss, LLC
DESIGNED TO MAKE THE BODY YOU HAVE LOOK LIKE THE BODY YOU WANT	US	2,540,145	2/19/02	76/228,105	3/22/01	Registered	Artemiss, LLC
DETAILS MAKE THE DIFFERENCE	US	2,276,761	9/7/99	75/466,996	4/13/98	Cancelled	Artemiss, LLC
EASY STYLE	US	2,269,553	8/10/99	75/299,275	5/28/97	Registered	Artemiss, LLC
EASY STYLE	US	2,377,550	8/15/00	75/799,088	9/14/99	Cancelled	Artemiss, LLC
EASY STYLE HOME	US	2,431,634	2/27/01	76/004,536	3/20/00	Cancelled	Artemiss, LLC
ELEMENTS EXCLUSIVELY SPIEGEL	US	1,891,553	04/25/95	74/360,901	02/22/93	Cancelled	Artemiss, LLC
ELEMENTS OF DESIRE	US	2,244,044	05/04/99	75/436,869	2/19/98	Cancelled	Artemiss, LLC
FASHION AVENUE	US	1,596,571	5/15/90	73/822,304	8/29/89	Registered	Artemiss, LLC
FOR YOU FROM SPIEGEL	US	1,564,685	11/07/89	73/785,222	03/07/89	Registered	Artemiss, LLC
FREEDOM TO BE FEMININE	US	2,454,002	5/22/01	75/765,009	8/23/99	Registered	Artemiss, LLC
HONEYBEE [and design]	US	0,873,854	07/29/69	72/309,047	10/07/68	Registered	Artemiss, LLC
HONEYBEE AND THE	US	0,838,413	11/07/67	72/209,695	01/11/65	Expired	Artemiss, LLC

Schedule 1-3

DLI-6368916v2

**TRADEMARK**  
**REEL: 004630 FRAME: 0698**

TRADEMARK SECURITY AGREEMENT  
ARTEMISS, LLC

Trademark	Jurisdiction	Reg No	Reg Date	App No	App Date	Status	Owner
EINBENDER CASUAL [and design]							
IF IT'S HOT THERE IT'S HAPPENING HERE	US	2,224,360	02/16/99	75/446,013	03/06/98	Cancelled	Artemiss, LLC
INHOME	US	1,494,231	06/28/88	73/696,394	11/19/87	Cancelled	Artemiss, LLC
JAMES RIVER TRADERS	US	2,171,904	07/07/98	75/210,851	12/10/96	Cancelled	Artemiss, LLC
JAMES RIVER TRADERS [and design]	US	1,306,087	11/20/84	73/443,750	09/13/83	Cancelled	Artemiss, LLC
JEAN.E.OLOGY	US	3,230,357	4/17/07	76/648,487	10/04/05	Registered	Artemiss, LLC
JEANOLOGY	US	2,334,899	3/28/00	75/571,014	10/14/98	Registered	Artemiss, LLC
JEANOLOGY	US	2,444,852	4/17/01	75/563,980	10/2/98	Registered	Artemiss, LLC
JEANOLOGY	US	2,453,149	5/22/01	76/044,490	5/10/00	Cancelled	Artemiss, LLC
JEANOLOGY	US	2,701,277	3/25/03	76/310,940	9/10/01	Registered	Artemiss, LLC
JEANOLOGY BASICS	US	2,343,072	4/18/00	75/654,026	3/4/99	Registered	Artemiss, LLC
JEANOLOGY PERFORMANCE	US	2,448,515	5/1/01	75/808,025	9/27/99	Cancelled	Artemiss, LLC
JEANOLOGY STUDIO	US	2,340,499	4/11/00	75/607,523	12/14/98	Registered	Artemiss, LLC
LIFESTYLE RESOURCE FOR THE WORKING WOMAN	US	2,391,735	10/03/00	75/858,442	11/29/99	Registered	Artemiss, LLC
LIFESTYLE RETAILERS	US	2,267,918	08/3/99	75/498,215	06/08/98	Cancelled	Artemiss, LLC
MAURIZIO COLLECTIONS	US	2,458,101	06/05/01	75/661,135	03/16/99	Cancelled	Artemiss, LLC
MODA SPIEGEL	US	2,155,463	05/05/98	75/111,821	05/30/96	Cancelled	Artemiss, LLC
MODA SPIEGEL	US	3,137,037	8/29/06	78/537,328	12/22/04	Registered	Artemiss, LLC
N DESIGN	US	2,464,610	6/26/01	75/846,883	11/12/99	Registered	Artemiss, LLC
NEWPORT NEWS	US	1,691,635	6/9/92	73/839,779	11/15/89	Registered	Artemiss, LLC
NEWPORT NEWS	US	1,892,686	5/2/95	74/303,538	8/10/92	Registered	Artemiss, LLC
NEWPORT NEWS	US	2,105,336	10/14/97	75/179,380	10/7/96	Registered	Artemiss, LLC
NEWPORT NEWS	US	2,379,372	8/22/00	75/784,333	8/26/99	Registered	Artemiss, LLC
NEWPORT NEWS	US	2,391,515	10/3/00	75/799,283	9/15/99	Registered	Artemiss, LLC
NEWPORT NEWS	US	2,866,075	7/27/04	76/470,999	11/29/02	Registered	Artemiss, LLC
NEWPORT NEWS COMFORT BEAR	US	2,394,295	10/10/00	75/670,429	3/30/99	Cancelled	Artemiss, LLC
NEWPORT NEWS DISCOUNT CLUB	US	2,198,548	10/20/98	75/393,605	11/20/97	Cancelled	Artemiss, LLC
NEWPORT NEWS EASY STYLE	US	2,269,554	8/10/99	75/299,276	5/28/97	Registered	Artemiss, LLC
NEWPORT NEWS EASY STYLE N [and design]	US	2,464,564	6/26/01	75/822,030	10/13/99	Cancelled	Artemiss, LLC
NEWPORT-NEWS.COM	US	2,415,472	12/26/00	75/784,328	8/26/99	Registered	Artemiss, LLC
NO SEASON, NO LIMITS	US	N/A	N/A	77/137,905	77/137,905	Abandoned	Artemiss, LLC
OAKBROOK	US	1,464,646	11/10/87	73/608,794	07/10/86	Cancelled	Artemiss, LLC
ONE PRICE FITS ALL	US	2,226,299	2/23/99	75/474,451	4/27/98	Registered	Artemiss, LLC
ONE PRICE FITS ALL	US	2,300,932	12/14/99	75/517,534	7/13/98	Registered	Artemiss, LLC
ONE PRICE ONE PACKAGE	US	2,347,904	5/2/00	75/713,422	5/25/99	Cancelled	Artemiss, LLC
ONVIEW	US	2,116,392	11/25/97	75/230,406	1/22/97	Cancelled	Artemiss, LLC
ONVIEW HOME	US	2,434,322	03/06/01	75/979,927	10/14/97	Cancelled	Artemiss, LLC
ORARIO	US	2,418,468	01/02/01	75/790,013	09/23/99	Cancelled	Artemiss, LLC
PARADOX	US	1,863,192	11/15/94	74/368,687	03/17/93	Cancelled	Artemiss, LLC
PRIVATE LIFE	US	0,831,850	07/11/67	72/147,242	07/19/62	Expired	Artemiss, LLC
PRIVATE LIVES	US	1,279,922	05/29/84	73/342,715	12/21/81	Cancelled	Artemiss, LLC
PRIVATE LIVES	US	1,342,543	06/18/85	73/465,259	02/13/84	Cancelled	Artemiss, LLC
QUADKINI	US	2,430,406	2/20/01	75/667,707	3/25/99	Cancelled	Artemiss, LLC
REALITY DRESSING	US	3,081,039	4/11/06	78/596,863	3/29/05	Registered	Artemiss, LLC
REFLECTIONS BY SPIEGEL	US	2,418,065	01/02/01	75/545,430	09/01/98	Registered	Artemiss, LLC
RR [and Design]	US	2,384,033	09/05/00	75/563,721	10/5/98	Cancelled	Artemiss, LLC
S MADE EXCLUSIVELY FOR SPIEGEL CATALOG INC	US	2,753,634	08/19/03	76/123,205	09/06/00	Registered	Artemiss, LLC
SECOND HAND NEWS FASHION CATALOG RETURNS FOR YOU &	US	2,256,062	06/22/99	75/372,257	10/14/97	Cancelled	Artemiss, LLC

Schedule 1-4

TRADEMARK SECURITY AGREEMENT  
ARTEMISS, LLC

Trademark	Jurisdiction	Reg No	Reg Date	App No	App Date	Status	Owner
YOUR HOME [and design]							
SECRET SCULPTOR BY SHAPE FX	US	3,787,969	5/2/10	77/500,060	06/16/08	Pending	Artemiss, LLC
SENSUAL HOME	US	2,304,757	12/28/99	75/435,144	02/17/98	Cancelled	Artemiss, LLC
SHAPE & SLIM	US	2,113,070	11/11/97	75/147,836	08/09/96	Cancelled	Artemiss, LLC
SHAPE & SLIM	US	3,583,433	3/3/09	78/719,130	9/23/05	Registered	Artemiss, LLC
SHAPE FX	US	2,398,811	10/24/00	75/725,951	6/10/99	Registered Supplemental Register	Artemiss, LLC
SHAPE FX	US	2,598,557	07/23/02	75/810,448	10/21/99	Registered	Artemiss, LLC
SHAPE FX	US	3,268,360	07/24/07	78/972,117	09/12/06	Registered	Artemiss, LLC
SHOPPING AT THE SPEED OF LIFE	US	2,139,476	2/24/98	75/016,965	10/19/95	Cancelled	Artemiss, LLC
SHOPPING AT THE SPEED OF LIFE	US	2,437,259	03/20/01	76/037,375	05/01/00	Cancelled	Artemiss, LLC
SPIEGEL	US	1,339,154	06/04/85	73/463,727	02/02/84	Registered	Artemiss, LLC
SPIEGEL	US	1,840,600	06/21/94	74/387,194	05/05/93	Registered	Artemiss, LLC
SPIEGEL	US	2,357,704	06/13/00	75/784,327	08/26/99	Registered	Artemiss, LLC
SPIEGEL	US	3,466,133	07/15/08	77/253,973	08/13/07	Registered	Artemiss, LLC
SPIEGEL [and design]	US	1,496,715	07/19/88	73/630,313	11/14/86	Registered	Artemiss, LLC
SPIEGEL EMARKET (AND DESIGN)	US	2,717,759	05/20/03	76/028,851	04/19/00	Registered	Artemiss, LLC
SPIEGEL INCENTIVES	US	2,584,963	06/25/02	76/228,675	03/23/01	Cancelled	Artemiss, LLC
SPIEGEL SIGNATURE	US	3,702,383	10/27/09	77/368,436	1/10/08	Pending	Artemiss, LLC
SPIEGEL SIGNATURE	US	3,444,214	06/10/08	77/243,261	07/31/07	Registered	Artemiss, LLC
SPIEGEL SIGNATURE	US	3,483,616	08/12/08	77/255689	8/15/07	Registered	Artemiss, LLC
SPIEGEL SIGNATURE ESTATE	US		N/A	77/368,430	1/10/08	Pending	Artemiss, LLC
SPIEGEL.COM	US	2,387,639	09/19/00	75/784,329	08/26/99	Registered	Artemiss, LLC
SPIEGELTRONICS	US	2,346,491	05/02/00	75/504,544	07/16/98	Cancelled	Artemiss, LLC
STYLES TO GO	US	1,856,793	10/04/94	74/276,347	05/15/92	Cancelled	Artemiss, LLC
SUN STREAK	US	1,462,939	10/27/87	73/651,067	3/23/87	Registered	Artemiss, LLC
SWIM 21	US	2,152,547	04/21/98	75/308,051	06/12/97	Cancelled	Artemiss, LLC
THE 12 DAYS OF SHOPPING	US	2,420,276	1/9/01	75/775,754	8/11/99	Registered Supplemental Register	Artemiss, LLC
THE BEST IDEA IN A THOUSAND YEARS	US	2,585,876	6/25/02	75/765,011	8/23/99	Cancelled	Artemiss, LLC
THE FINER THINGS	US	1,442,086	06/09/87	73/626,488	10/23/86	Cancelled	Artemiss, LLC
THE KID'S RESOURCE	US	2,513,324	11/27/01	75/855,161	12/09/99	Cancelled	Artemiss, LLC
THE SPIEGEL GROUP	US	2,554,891	04/02/02	76/015,859	04/03/00	Registered	Artemiss, LLC
THE SPIEGEL GROUP LIFESTYLE RETAILERS (AND DESIGN)	US	2,471,411	07/24/01	76/029,020	04/19/00	Cancelled	Artemiss, LLC
THE ULTIMATE OUTLET	US	1,472,213	01/12/88	73/640,009	01/15/87	Registered	Artemiss, LLC
TOFFS	US	1,443,315	06/16/87	73/626,495	10/23/86	Cancelled	Artemiss, LLC
WORLD OF MY OWN	US	2,119,576	12/9/97	75/196,856	11/12/97	Cancelled	Artemiss, LLC
THE 7 WAYS EVERY WOMAN'S BODY BREAKS HER HEART	US	3904068	01/11/11	85/049,191	7/22/10	Registered	Artemiss, LLC
BODY BETRAYALS	US	3904067	01/11/11	85/049,187	5/27/10	Registered	Artemiss, LLC
JEANOLOGY BASIC	US	85034419	7/19/11	85/034,419	05/10/10	Application	Artemiss, LLC
NEWPORT NEWS	China	8777654			10/26/10	Application	Artemiss, LLC
SECRET SCULPTOR	Canada			1475922	04/07/10	Application	Artemiss, LLC
SPIEGEL	China	8227129			04/21/10	Application	Artemiss, LLC
COLOR BY NEWPORT NEWS	US			77/928,638	2/4/2010	PENDING	Artemiss, LLC
FX FIRM	US			85/402270	8/19/11	PENDING	Artemiss, LLC
SECRET SCULPTOR	US	3,986,426	6/28/11	77/844,693	10/8/09	REGISTERED	Artemiss, LLC
THE REAL RED CARPET SECRET	US			85/169,577	7/22/10	PENDING	Artemiss, LLC
SIGNATURE BEAUTY	US			77/928,637	2/4/10	PENDING	Artemiss, LLC
SPL SIGNATURE ESTATE	US			85/094,0293	7/27/10	PENDING	Artemiss, LLC

Schedule 1-5

B. IP LICENSES