

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
Regent-Sutton, LLC		09/08/2011	LIMITED LIABILITY COMPANY: NEW YORK

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank N. A. as administrative agent
Street Address:	270 Park Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10017
Entity Type:	Bank - National Association: UNITED STATES

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	2988407	AZ SPORT
Registration Number:	1750800	BIZZIT
Registration Number:	1834695	CINDY JORDAN
Registration Number:	2934997	FRESH
Registration Number:	1012256	JASON MAXWELL
Registration Number:	3017738	JM ATTITUDE
Registration Number:	1609186	JUMP AHEAD
Registration Number:	2506924	NEW THINGS
Registration Number:	2024300	NICOLE & CHILLI
Registration Number:	2228671	PAPOOSE ORIGINALS

CORRESPONDENCE DATA

Fax Number: (312)706-9000
 Phone: 3127018352

900203088

**TRADEMARK
 REEL: 004630 FRAME: 0950**

OP \$265.00 2988407

Email: zbeal@mayerbrown.com, ipdocket@mayerbrown.com,
ejpalmer@mayerbrown.com

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

Correspondent Name: Erick J. Palmer
Address Line 1: P. O. Box 2828
Address Line 2: Mayer Brown LLP
Address Line 4: Chicago, ILLINOIS 606902828

ATTORNEY DOCKET NUMBER:	08053636 EJP
NAME OF SUBMITTER:	Erick J. Palmer
Signature:	/ejp/
Date:	09/27/2011

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of September 8, 2011 (this "Agreement"), between **REGENT-SUTTON, LLC**, a New York limited liability company (the "Assignor") in favor of **JPMORGAN CHASE BANK, N.A.** (the "Assignee"), as administrative agent for various financial institutions (collectively, the "Lenders") providing financing for the Assignor.

WITNESSETH:

WHEREAS, the Assignor holds all right, title and interest in and to the trademarks, trademark applications and trademark licenses listed on Annex I attached hereto, which trademarks, trademark applications and trademark licenses are registered or applied for in the United States Patent and Trademark Office (collectively, the "Trademarks");

WHEREAS, the Assignor, Jacques Moret, Inc., E-Moret, LLC, BMG Moret LLC, BMG IP LLC, SBH Intimates, Inc., High Point Design LLC, H. Best Ltd., DJM International LLC and certain other persons from time to time party thereto (collectively, the "Grantors"), entered into a Security Agreement, dated as of September 8, 2011 (as amended, supplemented, restated or otherwise modified from time to time, the "Security Agreement"), made by the Grantors, in favor of the Assignee, for its benefit and the benefit of the Lenders and other secured parties (collectively, the "Secured Parties");

WHEREAS, pursuant to the Security Agreement, the Assignor has assigned to the Assignee and granted to the Assignee, for the benefit of the Secured Parties, a continuing security interest in all right, title and interest of the Assignor in, to and under the Trademarks, together with, among other things, the good-will of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (collectively, the "Collateral"), to secure the payment, performance and observance of the Obligations (as defined in the Security Agreement);

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

(a) The Assignor does hereby pledge, convey, sell, assign, transfer and set over unto the Assignee and grants to the Assignee, for the benefit of the Secured Parties, a continuing security interest in the Collateral to secure, for the benefit of the Secured Parties, the prompt payment and performance of the Obligations.

(b) The Assignor does hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

(c) This Agreement may not be amended, restated or otherwise modified except in accordance with the terms of the Security Agreement, pursuant to which the Assignee may modify this Agreement (after obtaining the Assignor's approval) by amending Annex I attached hereto to include reference to any right, title or interest of the Assignee in any additional Trademarks or to delete any reference to any Trademarks in which the Grantor no longer has any right, title or interest.

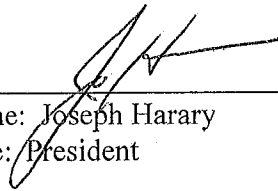
(d) This Agreement shall be governed by and construed in accordance with the internal laws of the State of New York.

(e) This Agreement shall be binding upon and inure to the benefit of the Assignor and the Assignee and their respective successors and assigns.

(f) This Agreement may be executed in any number of counterparts, each of which shall constitute an original and all of which when taken together shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be duly executed by its officer thereunto as of the day and year first above written.

REGENT-SUTTON, LLC, as Assignor

By: 
Name: Joseph Harary
Title: President

JPMORGAN CHASE, N.A., as Assignee

By: _____
Name: D. Kevin McQuade
Title: Authorized Signatory

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be duly executed by its officer thereunto as of the day and year first above written.

REGENT-SUTTON, LLC, as Assignor

By: _____
Name: Joseph Harary
Title: President

JPMORGAN CHASE, N.A., as Assignee

By: D. Kevin McQuade
Name: D. Kevin McQuade
Title: Authorized Signatory

ANNEX I
to
Trademark Security Agreement

Trademarks and Trademark Applications

Item A. **Trademarks**

Registered Trademarks

<u>Grantor</u>	<u>Country</u>	<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
Regent-Sutton, LLC	USA	AZ SPORT	2,988,407	August 30, 2005
Regent-Sutton, LLC	USA	BIZZIT	1,750,800	February 2, 1993
Regent-Sutton, LLC	USA	CINDY JORDAN (Stylized)	1,834,695	May 3, 1994
Regent-Sutton, LLC	USA	FRESH	2,934,997	March 22, 2005
Regent-Sutton, LLC	USA	JASON MAXWELL	1,012,256	June 3, 1975
Regent-Sutton, LLC	USA	JM ATTITUDE	3,017,738	November 22, 2005
Regent-Sutton, LLC	USA	JUMP AHEAD	1,609,186	August 7, 1990
Regent-Sutton, LLC	USA	NEW THINGS	2,506,924	November 13, 2001
Regent-Sutton, LLC	USA	NICOLE & CHILLI (Stylized)	2,024,300	December 17, 1996
Regent-Sutton, LLC	USA	PAPOOSE ORIGINALS (and design)	2,228,671	March 2, 1999

Pending Trademark Applications

<u>Grantor</u>	<u>Country</u>	<u>Trademark</u>	<u>Serial No.</u>	<u>Filing Date</u>
None.				

Trademark Applications in Preparation

<u>Grantor</u>	<u>Country</u>	<u>Trademark</u>	<u>Docket No.</u>	<u>Expected Filing Date</u>	<u>Products/Services</u>
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None.

Item B. **Trademark Licenses**

<u>Country or Territory</u>	<u>Trademark</u>	<u>Licensor</u>	<u>Licensee</u>	<u>Effective Date</u>	<u>Expiration Date</u>
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None.