

**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
H. Best, Ltd.		09/08/2011	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

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

**PROPERTY NUMBERS Total: 14**

Property Type	Number	Word Mark
Registration Number:	1656321	2(X) IST
Registration Number:	3600100	2(X)IST
Registration Number:	2406472	2(X)IST
Registration Number:	3600096	2(X)IST
Registration Number:	2161873	2(X)IST
Registration Number:	3013481	2/(X)
Registration Number:	3541766	ACTIV8
Registration Number:	3699548	EVOLVE
Registration Number:	3681504	
Serial Number:	85204373	2XIST CONFIDENTLY
Serial Number:	85204352	AT THE ROOT OF ALL GREAT MOVES IS HAVING THE CONFIDENCE TO MAKE THEM
Serial Number:	77611941	EVOLVE
Serial Number:	77562490	2(X)IST
Serial Number:	85204385	2(X)IST CONFIDENTLY

**TRADEMARK**

**CORRESPONDENCE DATA**

Fax Number: (312)706-9000  
Phone: 3127018352  
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:	08053626 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 **H. BEST, LTD.**, a Delaware corporation (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.

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

**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., Regent-Sutton, LLC, E-Moret, LLC, BMG Moret LLC, BMG IP LLC, SBH Intimates, Inc., High Point Design LLC, 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.

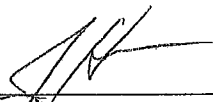
(d) This Agreement shall be governed by and construed in accordance with the internal laws of the State of New York.

(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.

**H. BEST, LTD.**, 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.

**H. BEST, LTD.**, 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>
H. Best, Ltd.	USA	2(X) IST (and Design)	1,656,321	September 10, 1991
H. Best, Ltd.	USA	2(X)IST	3,600,100	March 31, 2009
H. Best, Ltd.	USA	2(X)IST	2,406,472	November 21, 2000
H. Best, Ltd.	USA	2(X)IST (and Design)	3,600,096	March 31, 2009
H. Best, Ltd.	USA	2(X)IST (Stylized)	2,161,873	June 2, 1998
H. Best, Ltd.	USA	2/(X) (Stylized)	3,013,481	November 8, 2005
H. Best, Ltd.	USA	ACTIV8	3,541,766	December 2, 2008
H. Best, Ltd.	USA	EVOLVE (and Design)	3,699,548	October 20, 2009
H. Best, Ltd.	USA	Miscellaneous Design	3,681,504	September 8, 2009

Pending Trademark Applications

<u>Grantor</u>	<u>Country</u>	<u>Trademark</u>	<u>Serial No.</u>	<u>Filing Date</u>
H. Best, Ltd.	USA	2(X)IST	77-562490	September 4, 2008
H. Best, Ltd.	USA	2(X)IST CONFIDENTLY	85-204385	December 22, 2010
H. Best, Ltd.	USA	2XIST CONFIDENTLY	85-204373	December 22, 2010

H. Best, Ltd.	USA	AT THE ROOT OF ALL GREAT MOVES IS HAVING THE CONFIDENCE TO MAKE THEM	85-204352	December 22, 2010
H. Best, Ltd.	USA	EVOLVE (and Design)	77-611941	November 11, 2008

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.