

**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
SBH Intimates, Inc.		09/08/2011	CORPORATION: NEW YORK

**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: 8**

Property Type	Number	Word Mark
Registration Number:	3620913	B*INTIMATE
Registration Number:	3455554	IBUDDIES
Registration Number:	3262990	IT FEELS SO YUMMY
Registration Number:	2712202	PEEK-A-PANTY
Registration Number:	3195401	SCANTY
Registration Number:	1452247	SHOUT!
Serial Number:	77967299	BODYHUG
Serial Number:	85317027	B INTIMATES

**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.*

**900203089**

**TRADEMARK  
 REEL: 004631 FRAME: 0001**

**OP \$215.00 3620913**

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:	09/26/2011

**Total Attachments: 6**

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## TRADEMARK SECURITY AGREEMENT

**TRADEMARK SECURITY AGREEMENT**, dated as of September 8, 2011 (this "Agreement"), between **SBH INTIMATES, INC.**, a New York 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.

### 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., Regent-Sutton, LLC, E-Moret, LLC, BMG Moret LLC, BMG IP LLC, 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.

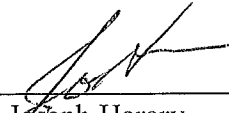
(d) This Agreement shall be governed by and construed in accordance with the internal laws of the State of New York.

(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.

**SBH INTIMATES, INC.,** 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.

**SBH INTIMATES, INC., 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>
SBH Intimates, Inc.	USA	B*INTIMATE	3,620,913	May 12, 2009
SBH Intimates, Inc.	USA	IBUDDIES	3,455,554	June 24, 2008
SBH Intimates, Inc.	USA	IT FEELS SO YUMMY	3,262,990	July 10, 2007
SBH Intimates, Inc.	USA	PEEK-A-PANTY	2,712,202	April 29, 2003
SBH Intimates, Inc.	USA	SCANTY	3,195,401	January 9, 2007
SBH Intimates, Inc.	USA	SHOUT!	1,452,247	August 11, 1987

Pending Trademark Applications

<u>Grantor</u>	<u>Country</u>	<u>Trademark</u>	<u>Serial No.</u>	<u>Filing Date</u>
SBH Intimates, Inc.	USA	BODYHUG	77-967299	March 24, 2010
SBH Intimates, Inc.	USA	B INTIMATES (and Design)	85-317027	May 10, 2011

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>
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.