

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
BMG IP LLC		09/08/2011	LIMITED LIABILITY COMPANY: DELAWARE

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: 8

Property Type	Number	Word Mark
Registration Number:	3015684	BOY MEETS GIRL
Registration Number:	2913262	
Serial Number:	85158993	BOY LOVES GIRL
Serial Number:	85158979	BOY MEETS BOY
Serial Number:	85159007	GIRL LOVES BOY
Serial Number:	85158951	GIRL MEETS BOY
Serial Number:	85158971	GIRL MEETS GIRL
Serial Number:	85176774	BOY MEETS GIRL

CORRESPONDENCE DATA

Fax Number: (312)706-8248
 Phone: 3127018352
 Email: zbeal@mayerbrown.com, ipdocket@mayerbrown.com
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

OP \$215.00 3015684

Correspondent Name: Erick J. Palmer
Address Line 1: P. O. Box 2828
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 **BMG IP LLC**, a Delaware 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., Regent-Sutton, LLC, E-Moret, LLC, BMG Moret 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.

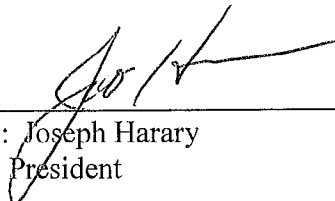
(d) This Agreement shall be governed by and construed in accordance with the internal laws of the State of New York.

(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.

BMG IP 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.

BMG IP 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>
BMG IP LLC	USA	BOY MEETS GIRL	3,015,684	November 15, 2005
BMG IP LLC	USA	Miscellaneous Design	2,913,262	December 21, 2004

Pending Trademark Applications

<u>Grantor</u>	<u>Country</u>	<u>Trademark</u>	<u>Serial No.</u>	<u>Filing Date</u>
BMG IP LLC	USA	BOY LOVES GIRL	85-158993	October 22, 2010
BMG IP LLC	USA	BOY MEETS BOY	85-158979	October 22, 2010
BMG IP LLC	USA	GIRL LOVES BOY	85-159007	October 22, 2010
BMG IP LLC	USA	GIRL MEETS BOY	85-158951	October 22, 2010
BMG IP LLC	USA	GIRL MEETS GIRL	85-158971	October 22, 2010
BMG IP LLC	USA	BOY MEETS GIRL	85-176774	November 15, 2010

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.