

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
High Point Design 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: 5			
Property Type	Number	Word Mark	
Registration Number:	3998135	FUZZY BABBA	
Registration Number:	3897877	LILLY & LULU	
Serial Number:	85260173	BEAN SOCK	
Serial Number:	85323161	KOOKIE KOMBOS	
Serial Number:	85323148	KOOKIE KRITTERS	
CORRESPONDENCE DATA			
Fax Number:	(312)706-9000		
Phone:	3127018352		
Email:	zbeal@mayerbrown.com, ipdocket@mayerbrown.com, ejpalmer@mayerbrown.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Erick J. Palmer		
Address Line 1:	P. O. Box 2828		
Address Line 2:	Mayer Brown LLP		
Address Line 4:	Chicago, ILLINOIS 606902828		

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ATTORNEY DOCKET NUMBER:	08052626 EJP
NAME OF SUBMITTER:	Erick J. Palmer
Signature:	/ejp/
Date:	09/26/2011
Total Attachments: 5 source=Trademark Sec Ag -High Point#page1.tif source=Trademark Sec Ag -High Point#page2.tif source=Trademark Sec Ag -High Point#page3.tif source=Trademark Sec Ag -High Point#page4.tif source=Trademark Sec Ag -High Point#page5.tif	

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of September 8, 2011 (this "Agreement"), between **HIGH POINT DESIGN 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., Regent-Sutton, LLC, E-Moret, LLC, BMG Moret LLC, BMG IP LLC, SBH Intimates, Inc., 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.

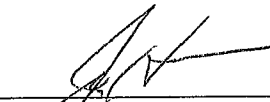
(d) This Agreement shall be governed by and construed in accordance with the internal laws of the State of New York.

(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.

HIGH POINT DESIGN 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.

HIGH POINT DESIGN 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>
High Point Design LLC	USA	FUZZY BABBA	3,998,135	July 19, 2011
High Point Design LLC	USA	LILLY & LULU	3,897,877	December 28, 2010

Pending Trademark Applications

<u>Grantor</u>	<u>Country</u>	<u>Trademark</u>	<u>Serial No.</u>	<u>Filing Date</u>
High Point Design LLC	USA	BEAN SOCK	85-260173	March 7, 2011
High Point Design LLC	USA	KOOKIE KOMBOS	85-323161	May 17, 2011
High Point Design LLC	USA	KOOKIE KRITTERS	85-323148	May 17, 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>
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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.