

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>		NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>		Grant of Security Interest in Trademark Rights	
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
L.C. Licensing, LLC		09/21/2011	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	JPMorgan Chase Bank, N.A.		
<b>Street Address:</b>	P.O. BOX 2558		
<b>City:</b>	HOUSTON		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	77252		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	73658151	NITRO	
<b>Serial Number:</b>	74397898	COTTONUITY	
<b>Serial Number:</b>	72163172	CRAZY HORSE	
<b>Serial Number:</b>	78502488	YZZA	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(212)492-0754		
<b>Email:</b>	ashevell@paulweiss.com, aashville@paulweiss.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Correspondent Name:</b>	Adam Shevell		
<b>Address Line 1:</b>	1285 Avenue of the Americas		
<b>Address Line 4:</b>	New York, NEW YORK 10019-6064		
<b>ATTORNEY DOCKET NUMBER:</b>	15325-005		
<b>NAME OF SUBMITTER:</b>	Christopher DiNardo		

CH \$1115.00 73658151

Signature:	/C. Dinardo/
Date:	10/03/2011
Total Attachments: 5 source=LCL JPM Supplemental TM Security Agreement#page1.tif source=LCL JPM Supplemental TM Security Agreement#page2.tif source=LCL JPM Supplemental TM Security Agreement#page3.tif source=LCL JPM Supplemental TM Security Agreement#page4.tif source=LCL JPM Supplemental TM Security Agreement#page5.tif	

GRANT OF  
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (“Agreement”), effective as of September 21, 2011 is made by L.C. Licensing, LLC a Delaware limited liability company (the “Company”), in favor of JPMorgan Chase Bank, N.A., a National Banking Association, as US Collateral Agent (the “US Collateral Agent”) for the Secured Parties (as defined in the US Security Agreement described below).

W I T N E S S E T H:

WHEREAS, pursuant to the Second Amended and Restated Credit Agreement, dated as of May 6, 2010, among the Borrowers party thereto, the Company, and the other Loan Parties (as defined therein) from time to time parties thereto, JPMorgan Chase Bank, N.A, as Administrative Agent, the US Collateral Agent, JPMorgan Chase Bank, N.A., Toronto Branch, as Canadian Administrative Agent and Canadian Collateral Agent, J.P. Morgan Europe Limited, as European Administrative Agent and European Collateral Agent, the several banks and other financial institutions (the “Lenders”) and the other agents party thereto (as amended, supplemented or otherwise modified from time to time, the “Credit Agreement”), the Lenders have severally agreed to make Loans and other extensions of credit to the Borrowers as set forth therein upon the terms and subject to the conditions set forth therein; and

WHEREAS, the Company has executed and delivered the US Pledge and Security Agreement, dated as of January 12, 2009, in favor of the US Collateral Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the “US Security Agreement”);

WHEREAS, pursuant to the US Security Agreement, the Company pledged and granted to the US Collateral Agent for the benefit of the Secured Parties a continuing security interest in the Trademarks owned by the Company; and

WHEREAS, the Company has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Secured Parties to make Loans pursuant to the Credit Agreement and other financial accommodations to the Borrowers, the Company agrees, for the benefit of the Secured Parties, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the US Security Agreement or the Credit Agreement, as applicable (it being understood that, in the event of any conflict, such terms shall have the meanings provided or provided by reference in the US Security Agreement).

SECTION 2. Grant of Security Interest. The Company hereby pledges and grants a continuing security interest in, and a right of setoff against, and agrees to assign, transfer and convey, upon demand made upon the occurrence and during the continuance of an Event of Default without requiring further action by either party and to be effective upon such demand, all of the Company’s right, title and interest in, to and under the Trademarks (including, without limitation, those items listed on Schedule A hereto) (collectively, the “Collateral”), to the US

Collateral Agent for the benefit of the Secured Parties to secure payment, performance and observance of the Secured Obligations.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Company for the purpose of recording the grant of security interest herein with the United States Trademark Office. The security interest granted hereby has been granted to the Secured Parties in connection with the US Security Agreement and is expressly subject to the terms and conditions thereof. The US Security Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

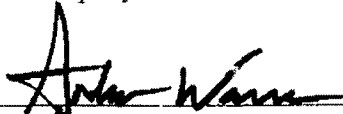
SECTION 4. Acknowledgment. The Company does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the US Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the US Security Agreement, the terms of the US Security Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

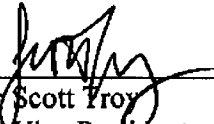
*[Remainder of page intentionally left blank]*

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers on the date set forth above.

L.C. LICENSING, LLC  
as the Company

By:   
Name: Andrew Warren  
Title: EVP & CFO

JPMORGAN CHASE BANK, N.A.  
as US Collateral Agent for the Secured Parties

By:   
Name: Scott Troy  
Title: Vice President

**SCHEDULE A**

**U.S. Trademark Registrations and Applications**

<b>Mark Name</b>	<b>App. No.</b>	<b>Reg. No.</b>
NITRO	73/658,151	1,467,490
COTTONUNITY	74/397,898	1,829,471
CRAZY HORSE	72/163,172	759,737
YZZA	78/502,488	N/A

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