

**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
AOM HOLDING LLC		10/31/2011	LIMITED LIABILITY COMPANY: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	BANK LEUMI USA
<b>Street Address:</b>	562 Fifth Avenue
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10036
<b>Entity Type:</b>	CORPORATION: NEW YORK

**PROPERTY NUMBERS Total: 20**

Property Type	Number	Word Mark
Registration Number:	2115699	TUMMY THINNER
Registration Number:	2119295	HIP HIDER
Registration Number:	2123172	BUST BUILDER
Registration Number:	2115684	SLENDER THIGHS
Registration Number:	2115685	SWIM TRENDS
Registration Number:	2115686	C CUP AND UP
Registration Number:	2139255	SUIT YOURSELF
Registration Number:	2149729	IT FIGURES
Registration Number:	2126442	SWIMWEAR CREATED BY WOMEN FOR WOMEN
Registration Number:	2115687	REAL BODIES. REAL SOLUTIONS.
Registration Number:	2168287	WE HAVE EVERY BODY ALL FIGURED OUT!
Registration Number:	2115726	MATCHMAKERS
Registration Number:	2300361	A'S OKAY
Registration Number:	2170458	PERFECTLY SUITED

**OP \$515.00 2115699**

**TRADEMARK**

Registration Number:	1980252	LENGTHWISE
Registration Number:	2681990	FOR WOMEN OF SIZE
Registration Number:	2600358	BODY CONCEPTS
Registration Number:	2841135	I.F.
Serial Number:	85059687	D CUP & UP
Serial Number:	85059695	D CUP & UP (WHEN YOUR CUPS RUNNETH OVER.)

**CORRESPONDENCE DATA**

Fax Number: (212)972-9150  
Phone: (212) 984-7797  
Email: ktaylor@wbcsk.com

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Correspondent Name: Kyle A. Taylor, Esq.  
Address Line 1: 555 Fifth Avenue  
Address Line 2: 11th Floor  
Address Line 4: New York, NEW YORK 10017

NAME OF SUBMITTER:	Kyle A. Taylor
Signature:	/Kyle A. Taylor/
Date:	11/03/2011

**Total Attachments: 17**  
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TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT

THIS AGREEMENT ("Agreement"), dated October 31, 2011, is by and between AOM HOLDING LLC, a Delaware limited liability company, with its chief executive office at 501 Seventh Avenue, New York, NY 10018 ("Debtor") and BANK LEUMI USA, a New York banking corporation with a place of business at 562 Fifth Avenue, New York, NY 10036 ("Secured Party").

WITNESSETH:

WHEREAS, Debtor has adopted, used and is using, and is the owner of the entire right, title, and interest in and to the trademarks, trade names, terms, designs and applications therefor described in Exhibit A hereto and made a part hereof;

WHEREAS, Debtor has entered into or is about to enter into financing arrangements with Secured Party pursuant to which Secured Party may make loans and advances and provide other financial accommodations to Debtor, as set forth in the Line Letter Agreement, dated of even date herewith, between Secured Party and Debtor (as the same now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, the "Line Letter") and other agreements, documents and instruments referred to therein or at any time executed and/or delivered in connection therewith or related thereto, including, but not limited to, this Agreement (all of the foregoing, together with the Line Letter, as the same now exist or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, being collectively referred to herein as the "Loan Documents"); and

WHEREAS, in order to induce Secured Party to enter into the Line Letter and the other Loan Documents and to make loans and advances and provide other financial accommodations to Debtor pursuant thereto, Debtor has agreed to grant to Secured Party certain collateral security as set forth herein;

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor hereby agrees as follows:

1. GRANT OF SECURITY INTEREST

As collateral security for the prompt performance, observance and indefeasible payment in full of all of the Obligations (as hereinafter defined), Debtor hereby grants to Secured Party, a continuing security interest in and a general lien upon, and a conditional assignment of, the following (being collectively referred to herein as the "Collateral"): (a) all of Debtor's now existing or hereafter acquired right, title, and interest in and to: (i) all of Debtor's trademarks, trade names, trade styles, service marks, Internet and domain names, uniform resource locators

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(including, without limitation, www.\_\_\_\_\_.com) and all applications, registrations and recordings relating to the foregoing as may at any time be filed in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof, any political subdivision thereof or in any other country, including, without limitation, the trademarks, terms, domain names, designs and applications described in Exhibit A hereto, together with all rights and privileges arising under applicable law with respect to Debtor's use of any trademarks, trade names, trade styles and service marks, domain names and all reissues, extensions, continuation and renewals thereof (all of the foregoing being collectively referred to herein as the "Trademarks"); and (ii) all prints and labels on which such trademarks, trade names, trade styles and service marks appear, have appeared or will appear, and all designs and general intangibles of a like nature; (b) the goodwill of the business symbolized by each of the Trademarks, including, without limitation, all customer lists and other records relating to the distribution of products or services bearing the Trademarks; (c) all income, fees, royalties and other payments at any time due or payable with respect thereto, including, without limitation, payments under all licenses at any time entered into in connection therewith; (d) the right to sue for past, present and future infringements thereof; (e) all rights corresponding thereto throughout the world; and (f) any and all other proceeds of any of the foregoing, including, without limitation, damages and payments or claims by Debtor against third parties for past or future infringement of the Trademarks.

## 2. OBLIGATIONS SECURED

The security interest, lien and other interests granted to Secured Party pursuant to this Agreement shall secure the prompt performance, observance and payment in full of any and all obligations, liabilities and indebtedness of every kind, nature and description owing by Debtor to Secured Party, including principal, interest, charges, fees, costs and expenses, however evidenced, whether as principal, surety, endorser, guarantor or otherwise, arising under this Agreement, the Line Letter or any of the other Loan Documents, whether now existing or hereafter arising, whether arising before, during or after the initial or any renewal term of the Line Letter or after the commencement of any case with respect to Debtor under the United States Bankruptcy Code or any similar statute (including, without limitation, the payment of interest and other amounts which would accrue and become due but for the commencement of such case), whether direct or indirect, absolute or contingent, joint or several, due or not due, primary or secondary, liquidated or unliquidated, secured or unsecured, and however acquired by Secured Party (all of the foregoing being collectively referred to herein as the "Obligations").

## 3. REPRESENTATIONS, WARRANTIES AND COVENANTS

Debtor hereby represents, warrants and covenants with and to Secured Party the following (all of such representations, warranties and covenants being continuing so long as any of the Obligations are outstanding):

(a) Debtor shall pay and perform all of the Obligations according to their terms.

(b) All of the existing Collateral is valid and subsisting in full force and effect, and Debtor owns the sole, full and clear title thereto, and the right and power to grant the security interest and conditional assignment granted hereunder. Debtor shall, at Debtor's expense, perform all acts and execute all documents reasonably necessary to maintain the existence of the Collateral consisting of registered Trademarks as registered trademarks and to maintain the existence of all of the Collateral as valid and subsisting, including, without limitation, the filing of any renewal affidavits and applications. The Collateral is not subject to any liens, claims, mortgages, assignments, licenses, security interests or encumbrances of any nature whatsoever, except: (i) the security interests granted hereunder and pursuant to the Line Letter, and (ii) the security interests permitted under the Line Letter.

(c) Debtor shall not assign, sell, mortgage, lease, transfer, pledge, hypothecate, grant a security interest in or lien upon, encumber, or otherwise dispose of any of the Collateral, in each case without the prior written consent of Secured Party, except as otherwise permitted herein or in the Line Letter. Nothing in this Agreement shall be deemed a consent by Secured Party to any such action, except as such action is expressly permitted hereunder. Notwithstanding the foregoing, Debtor may grant an exclusive or non-exclusive license relating to the Collateral in accordance with its standard business operations.

(d) Debtor shall, at Debtor's expense, promptly perform all acts and execute all documents requested in good faith at any time by Secured Party to evidence, perfect, maintain, record or enforce the security interest in and conditional assignment of the Collateral granted hereunder or to otherwise further the provisions of this Agreement. Debtor hereby authorizes Secured Party to execute and file one or more financing statements (or similar documents) with respect to the Collateral, signed only by Secured Party or as otherwise determined by Secured Party; provided that promptly after the filing thereof a copy is sent to Debtor. Debtor further authorizes Secured Party to have this Agreement or any other similar security agreement filed with the Commissioner of Patents and Trademarks or any other appropriate federal, state or government office; provided that promptly after the filing thereof a copy is sent to Debtor.

(e) As of the date hereof, Debtor does not have any Trademarks registered, or subject to pending applications, in the United States Patent and Trademark Office or any similar office or agency in the United States, any State thereof, any political subdivision thereof or in any other country, other than those described in Exhibit A hereto and has not granted any licenses with respect thereto other than as set forth in Exhibit B hereto.

(f) Debtor shall, concurrently with the execution and delivery of this Agreement, execute and deliver to Secured Party five (5) originals of a Special Power of Attorney in the form of Exhibit C annexed hereto for the implementation of the assignment, sale or other disposition of

the Collateral pursuant to Secured Party's exercise of the rights and remedies granted to Secured Party hereunder or under any of the other Loan Documents.

(g) Secured Party may, in its discretion exercised in good faith, after prior notice to Debtor, pay any amount or do any act which Debtor fails to pay or do as required hereunder or as requested by Secured Party to preserve, defend, protect, maintain, record or enforce the Collateral, or the security interest and conditional assignment granted hereunder, including, but not limited to, all filing or recording fees, court costs, collection charges, attorneys' fees and legal expenses. Debtor shall be liable to Secured Party for any such payment made in accordance with the provisions of the preceding sentence, which payment shall be deemed an advance by Secured Party to Debtor, shall be payable on demand together with interest at the rate then applicable to the Obligations set forth in the Line Letter and shall be part of the Obligations secured hereby.

(h) Debtor shall not file any application for the registration of a Trademark with the United States Patent and Trademark Office or any similar office or agency in the United States, unless Debtor has given Secured Party ten (10) Business Days' prior written notice of such action. Notwithstanding the foregoing, Debtor shall provide Secured Party with prompt notice of any application for the registration of a new trademark with the United States Patent and Trademark Office or any similar office or agency in the United States. If, after the date hereof, Debtor shall (i) obtain any registered trademark or trade name, or apply for any such registration in the United States Patent and Trademark Office or in any similar office or agency in the United States, any State thereof, any political subdivision thereof or in any other country, or (ii) become the owner of any trademark registrations or applications for trademark registration used in the United States or any State thereof, political subdivision thereof or in any other country, the provisions of Section 1 hereof shall automatically apply thereto. Upon the request of Secured Party, Debtor shall promptly execute and deliver to Secured Party any and all assignments, agreements, instruments, documents and such other papers as may be requested by Secured Party to evidence the security interest in and conditional assignment of such Trademark in favor of Secured Party.

(i) Debtor has not abandoned any of the Trademarks and Debtor will not do any act, nor omit to do any act, whereby any of the Trademarks may become abandoned, invalidated, unenforceable, avoided, or avoidable without the prior written consent of the Secured Party. Debtor shall notify Secured Party promptly, but in no event later than five (5) Business Days following its knowledge thereof, if it knows or has reason to know of any reason why any application, registration, or recording with respect to any Trademarks may become abandoned, canceled, invalidated, avoided, or avoidable.

(j) Debtor shall render any assistance, as Secured Party shall in good faith request, to Secured Party in any proceeding before the United States Patent and Trademark Office, any federal or state court, or any similar office or agency in the United States, any State thereof, any political subdivision thereof or in any other country, to maintain such application and registration

of the Trademarks as Debtor's exclusive property and to protect Secured Party's interests therein, including, without limitation, filing of renewals, affidavits of use, affidavits of incontestability and opposition, interference, and cancellation proceedings.

(k) To the best of Debtor's knowledge, no infringement or unauthorized use presently is being made of any of the Trademarks that would adversely affect the Collateral or the benefits of this Agreement granted to Secured Party, including, without limitation, the validity, priority or perfection of the security interest granted herein or the remedies of Secured Party hereunder. There has been no judgment holding any of the Trademarks invalid or enforceable, in whole or in part nor is the validity or enforceability of any of the Trademarks being questioned in any litigation or proceeding to which Debtor is a party. Debtor shall promptly notify Secured Party if Debtor (or any affiliate or subsidiary thereof) learns of any use by any person of any term or design which infringes in any material respect on any Trademark or is likely to cause confusion with any Trademark. If requested by Secured Party, Debtor, at Debtor's expense, shall join with Secured Party in such action as Secured Party, in Secured Party's discretion exercised in good faith, may deem advisable for the protection of Secured Party's interests in and to the Trademarks, provided, that, so long as no Default or Event of Default shall exist or have occurred, Debtor may prosecute such action with such counsel as it reasonably selects.

(l) Debtor assumes all responsibility and liability arising from the use of the Trademarks and Debtor hereby indemnifies and holds Secured Party harmless from and against any claim, suit, loss, damage, or expense (including reasonable attorneys' fees and legal expenses) arising out of any alleged defect in any product manufactured, promoted, or sold by Debtor (or any affiliate or subsidiary thereof) in connection with any Trademark or out of the manufacture, promotion, labeling, sale or advertisement of any such product by Debtor (or any affiliate or subsidiary thereof). The foregoing indemnity shall survive the payment of the Obligations, the termination of this Agreement and the termination or non-renewal of the Line Letter.

(m) Debtor shall promptly pay Secured Party for any and all expenditures made by Secured Party pursuant to the provisions of this Agreement or for the defense, protection or enforcement of the Obligations, the Collateral, or the security interests and conditional assignment granted hereunder, including, but not limited to, all filing or recording fees, court costs, collection charges, travel expenses, and reasonable attorneys' fees and legal expenses. Such expenditures shall be payable on demand, and shall be part of the Obligations secured hereby.

#### 4. EVENTS OF DEFAULT

As used in this Agreement, the term "Event of Default" shall mean: (a) nonpayment when due of any of the Obligations or failure on the part of an Obligor (as hereinafter defined) to observe or perform any agreement or obligation to be observed or performed hereunder or under any other agreement or instrument relating to the Obligations or to any other liability or

obligation of an Obligor to the Secured Party; (b) making by an Obligor of any misrepresentation to the Secured Party or failure on the part of an Obligor to disclose to the Secured Party any material fact in connection with obtaining credit or an extension of credit, either contemporaneously herewith or at any time prior or subsequent to the execution hereof; (c) failure of an Obligor to furnish financial information forthwith on demand by the Secured Party or to permit the inspection of any books or records; (d) failure of an Obligor to pay, withhold, collect or remit when assessed or due any tax, assessment or other sum payable with respect to any of the Collateral (including without limitation any premium on any insurance policy assigned to the Secured Party as part of the Collateral), or the making of any tax assessment against any Obligor by the United States or any state or local government in excess of \$25,000; (e) commencement of any proceeding, procedure, or remedy supplementary to or in enforcement of any judgment (including without limitation a proceeding under Article 52 of the New York Civil Practice Law and Rules), issuance of any writ or order of attachment or garnishment, or the existence of any other lien against or with respect to any property of an Obligor which is not discharged or fully bonded for a period of 45 days after its entry; (f) death of an Obligor, if an individual, or any member of an Obligor, if a partnership or joint venture; (g) dissolution, liquidation or other termination of existence or adoption of any resolution for the dissolution, liquidation or other termination of existence, of an Obligor; (h) suspension of the usual business of an Obligor or the condemnation or seizure of a substantial part of an Obligor's property by any governmental authority or court at the instance thereof; (i) failure of an Obligor to generally pay its debts as they become due or insolvency or business failure of an Obligor, filing of an application for or appointment of a trustee, custodian or receiver for an Obligor or of any part of an Obligor's property, assignment for the benefit of creditors by an Obligor, filing of a petition in bankruptcy by or against an Obligor, or commencement by or against an Obligor of any proceeding under any bankruptcy or insolvency law or any other law relating to the relief of debtors, readjustment of indebtedness, reorganization, receivership, composition or extension which is not discharged within 45 days; (j) making or sending notice of any intended bulk transfer by an Obligor; (k) failure on the part of the undersigned or any of the Collateral to comply with Regulation U of the Federal Reserve Board or any comparable provision of law hereinafter enacted; (l) such a change in the condition or affairs (financial or otherwise) of an Obligor as in the opinion of the Secured Party impairs the Collateral or increases the Secured Party's risk with respect to the Obligations; or (m) default (which shall be continuing) with respect to any indebtedness of an Obligor in excess of \$100,000 to any other individual or entity if such default would enable said individual or entity to accelerate the maturity of such indebtedness. For the purposes of this agreement, the term "Obligor" shall include the Debtor and any maker, drawer, acceptor, endorser, guarantor, hypothecator, surety, accommodation party, or other party liable for any of the Obligations in addition to the Debtor. Notwithstanding anything contained herein to the contrary, the Secured Party will give the Debtor written notice of any non-monetary default hereunder and ten (10) days thereafter to cure any such default, prior to the time that it exercises its legal remedies hereunder.



## 5. RIGHTS AND REMEDIES

At any time an Event of Default exists or has occurred and is continuing, in addition to all other rights and remedies of Secured Party, whether provided under this Agreement, the Line Letter, the other Loan Documents, applicable law or otherwise, Secured Party shall have the following rights and remedies which may be exercised without notice to, or consent by, Debtor except as such notice or consent is expressly provided for hereunder:

(a) Secured Party may require that neither Debtor nor any affiliate or subsidiary of Debtor make any use of the Trademarks or any marks similar thereto for any purpose whatsoever. Secured Party may make use of any Trademarks for the sale of goods, completion of work-in-process or rendering of services in connection with enforcing any other security interest granted to Secured Party by Debtor or any subsidiary or affiliate of Debtor or for such other reason as Secured Party may in good faith determine.

(b) Subject to any existing license agreement of the Debtor, Secured Party may grant such license or licenses relating to the Collateral for such term or terms, on such conditions, and in such manner, as Secured Party shall in its discretion exercised in good faith, deem appropriate. Such license or licenses may be general, special or otherwise, and may be granted on an exclusive or non-exclusive basis throughout all or any part of the United States of America, its territories and possessions, and all foreign countries.

(c) Subject to any existing license agreement of the Debtor, Secured Party may assign, sell or otherwise dispose of the Collateral or any part thereof, either with or without special conditions or stipulations except that if notice to Debtor of intended disposition of Collateral is required by law, the giving of ten (10) days' prior written notice to Debtor of any proposed disposition shall be deemed reasonable notice thereof and Debtor waives any other notice with respect thereto. Secured Party shall have the power to buy the Collateral or any part thereof, and Secured Party shall also have the power to execute assurances and perform all other acts which Secured Party may, in its discretion, deem appropriate or proper to complete such assignment, sale, or disposition. In any such event, Debtor shall be liable for any deficiency.

(d) In addition to the foregoing, in order to implement the assignment, sale, or other disposition of any of the Collateral pursuant to the terms hereof, Secured Party may at any time execute and deliver on behalf of Debtor, pursuant to the authority granted in the Powers of Attorney described in Section 3(f) hereof, one or more instruments of assignment of the Trademarks (or any application, registration, or recording relating thereto), in form suitable for filing, recording, or registration. Debtor agrees to pay Secured Party on demand all costs incurred in any such transfer of the Collateral, including, but not limited to, any taxes, fees, and reasonable attorneys' fees and legal expenses. Debtor agrees that Secured Party have no obligation to preserve rights to the Trademarks against any other parties.

(e) Secured Party may first apply the proceeds actually received from any such license, assignment, sale or other disposition of any of the Collateral to the costs and expenses thereof, including, without limitation, reasonable attorneys' fees and all legal, travel and other expenses which may be incurred by Secured Party. Thereafter, Secured Party may apply any remaining proceeds to such of the Obligations as Secured Party may in their discretion determine. Debtor shall remain liable to Secured Party for any of the Obligations remaining unpaid after the application of such proceeds, and Debtor shall pay Secured Party on demand any such unpaid amount, together with interest at the rate then applicable to the Obligations set forth in the Line Letter.

(f) Debtor shall supply to Secured Party and its designees, Debtor's knowledge and expertise relating to the manufacture and sale of the products and services bearing the Trademarks and Debtor's customer lists and other records relating to the Trademarks and the distribution thereof.

(g) Nothing contained herein shall be construed as requiring Secured Party to take any such action at any time. All of Secured Party's rights and remedies, whether provided under this Agreement, the other Loan Documents, applicable law, or otherwise, shall be cumulative and none is exclusive. Such rights and remedies may be enforced alternatively, successively, or concurrently.

#### 6. JURY TRIAL WAIVER; OTHER WAIVERS AND CONSENTS; GOVERNING LAW

(a) The validity, interpretation and enforcement of this Agreement and the other Loan Documents and any dispute arising out of the relationship between the parties hereto, whether in contract, tort, equity or otherwise, shall be governed by the internal laws of the State of New York but excluding any principles of conflicts of law or any other rule of law that would cause the application of the law of any jurisdiction other than the State of New York.

(b) Debtor and Secured Party irrevocably consent and submit to the non-exclusive jurisdiction of the Supreme Court of the State of New York of New York County and the United States District Court for the Southern District of New York, whichever Secured Party may elect, and waive any objection based on venue or forum non conveniens with respect to any action instituted therein arising under this Agreement or any of the other Loan Documents or in any way connected or related or incidental to the dealings of Debtor and Secured Party in respect of this Agreement or the other Loan Documents or the transactions related hereto or thereto, in each case whether now existing or thereafter arising, and whether in contract, tort, equity or otherwise, and agree that any dispute with respect to any such matters shall be heard only in the courts described above (except that Secured Party shall have the right to bring any action or proceeding against Debtor or its property in the courts of any other jurisdiction which Secured

Party deems necessary or appropriate in order to realize on the Collateral or to otherwise enforce its rights against Debtor or its property).

(c) Debtor hereby waives personal service of any and all process upon it and consents that all such service of process may be made by certified mail (return receipt requested) directed to its address set forth herein and service so made shall be deemed to be completed five (5) days after the same shall have been so deposited in the U.S. mails, or, at Secured Party's option, by service upon Debtor in any other manner provided under the rules of any such courts.

(d) DEBTOR AND SECURED PARTY EACH HEREBY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION (i) ARISING UNDER THIS AGREEMENT OR ANY OF THE OTHER LOAN DOCUMENTS OR (ii) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF DEBTOR AND SECURED PARTY IN RESPECT OF THIS AGREEMENT OR ANY OF THE OTHER LOAN DOCUMENTS OR THE TRANSACTIONS RELATED HERETO OR THERETO IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER IN CONTRACT, TORT, EQUITY OR OTHERWISE. DEBTOR AND SECURED PARTY EACH HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY AND THAT DEBTOR OR SECURED PARTY MAY FILE AN ORIGINAL COUNTERPART OF A COPY OF THIS AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF DEBTOR AND SECURED PARTY TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

(e) Secured Party shall not have any liability to Debtor (whether in tort, contract, equity or otherwise) for losses suffered by Debtor in connection with, arising out of, or in any way related to the transactions or relationships contemplated by this Agreement, or any act, omission or event occurring in connection herewith, unless it is determined by a final and non-appealable judgment or court order binding on Secured Party that the losses were the result of acts or omissions constituting gross negligence or willful misconduct. In any such litigation, Secured Party shall be entitled to the benefit of the rebuttable presumption that it acted in good faith and with the exercise of ordinary care in the performance by it of the terms of this Agreement and the other Loan Documents.

## 7. MISCELLANEOUS

(a) All notices, approvals, consents, requests, demands or other communications (collectively, "Communications") to or upon the respective parties hereto shall be made in writing in one of the following ways and shall be deemed to have been given, received and dated: if by hand, immediately upon delivery; if by recognized overnight delivery service, one (1) day after dispatch; if

sent by facsimile, when such Communication is transmitted to the appropriate telecopier number and an answerback is received; and if by certified mail, return receipt requested three (3) Business Days after mailing. All Communications are to be given to the following addresses or telecopier numbers (or to such other address or telecopier numbers as any party may designate by Communication in accordance with this Section):

If to Secured Party: Bank Leumi USA  
562 Fifth Avenue  
New York, New York 10036  
Attn: Anthony Tullo,  
Vice President  
Telecopier No.: (212) 626-1375  
Telephone No.: (212) 626-1333

If to Debtor: AOM Holding LLC  
501 Seventh Avenue  
12th Floor East  
New York, NY 10018  
Attn: Mr. Max Anteby  
Executive Vice President Finance  
Telecopier No.:  
Telephone No.:

(b) All references to the plural herein shall also mean the singular and to the singular shall also mean the plural. All references to Debtor, Secured Party pursuant to the definitions set forth in the recitals hereto, or to any other person herein, shall include their respective successors and assigns. The words "hereof," "herein," "hereunder," "this Agreement" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not any particular provision of this Agreement and as this Agreement now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced. An Event of Default shall exist or continue or be continuing until such Event of Default is waived in accordance with Section 7(e) hereof or cured, if such Event of Default is capable of being cured as determined by Secured Party. All references to the term "Person" or "person" herein shall mean any individual, sole proprietorship, partnership, corporation (including, without limitation, any corporation which elects subchapter S status under the Internal Revenue Code of 1986, as amended), limited liability company, limited liability partnership, business trust, unincorporated association, joint stock company, trust, joint venture or other entity or any government or any agency or instrumentality or political subdivision thereof. Any term used herein, which is not otherwise defined herein, shall have the meaning assigned thereto in the Line Letter.

(c) This Agreement, the other Loan Documents and any other document referred to herein or therein shall be binding upon Debtor and its successors and assigns and inure to the benefit of and be enforceable by Secured Party and its successors and assigns.

(d) If any provision of this Agreement is held to be invalid or unenforceable, such invalidity or unenforceability shall not invalidate this Agreement as a whole, but this Agreement shall be construed as though it did not contain the particular provision held to be invalid or unenforceable and the rights and obligations of the parties shall be construed and enforced only to such extent as shall be permitted by applicable law.


(e) Neither this Agreement nor any provision hereof shall be amended, modified, waived or discharged orally or by course of conduct, but only by a written agreement signed by an authorized officer of Secured Party. Secured Party shall not, by any act, delay, omission or otherwise be deemed to have expressly or impliedly waived any of their rights, powers and/or remedies unless such waiver shall be in writing and signed by an authorized officer of Secured Party. Any such waiver shall be enforceable only to the extent specifically set forth therein. A waiver by Secured Party of any right, power and/or remedy on any one occasion shall not be construed as a bar to or waiver of any such right, power and/or remedy which Secured Party would otherwise have on any future occasion, whether similar in kind or otherwise.

(f) Upon receipt of payment in full by the Secured Party of all outstanding Obligations of Debtor arising out of the Line Letter and the Promissory Note issued by Debtor in favor of the Secured Party in connection thereto, all of the Secured Party's liens on, and security interests in, the Collateral arising under this Agreement shall terminate automatically and the Secured Party shall have no other lien, security interest, charge, encumbrance or other claim against the Collateral.

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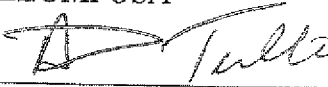
IN WITNESS WHEREOF, Debtor and Secured Party have executed this Agreement as of the day and year first above written.

AOM HOLDING LLC

By:  \_\_\_\_\_

Title: MANAGING MEMBER

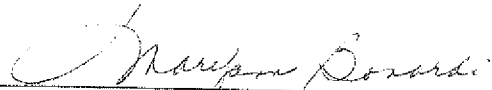
BANK LEUMI USA

By:  \_\_\_\_\_

Title: VP

STATE OF NEW YORK    )  
                                  ) ss.:  
COUNTY OF NEW YORK )

On this 31 day of October, 2011, before me personally came Michael HARAGY to me known, who, being duly sworn, did depose and say, that he is the Attending Member of AOM HOLDING LLC, the corporation described in and which executed the foregoing instrument; and that he signed his name thereto by order of the members of said company.



Notary Public

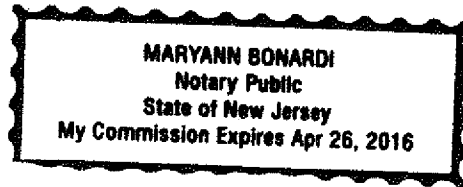


EXHIBIT A  
TO  
TRADEMARK COLLATERAL ASSIGNMENT  
AND SECURITY AGREEMENT

LIST OF TRADEMARKS AND TRADEMARK APPLICATIONS

<u>Trademark Name</u>	<u>Application Number</u>	<u>Registration Number</u>	<u>Country</u>

Domain Name



EXHIBIT B  
TO  
TRADEMARK COLLATERAL ASSIGNMENT  
AND SECURITY AGREEMENT

LIST OF LICENSES

LICENSEE	TRADEMARKS
B.W.I. L.L.C.	[IT Figures]

EXHIBIT C  
TO  
TRADEMARK COLLATERAL ASSIGNMENT  
AND SECURITY AGREEMENT

SPECIAL POWER OF ATTORNEY

STATE OF NEW YORK    )  
  ) ss.:  
COUNTY OF NEW YORK )

KNOW ALL MEN BY THESE PRESENTS, that AOM HOLDING LLC (“Debtor”), having an office at 501 Seventh Avenue, New York, NY 10018 hereby appoints and constitutes, severally, BANK LEUMI USA, as Agent (“Secured Party”), and each of its officers, its true and lawful attorney, with full power of substitution and with full power and authority to perform the following acts on behalf of Debtor:

1. Execution and delivery of any and all agreements, documents, instrument of assignment, or other papers which Secured Party, in its discretion, deems necessary or advisable for the purpose of assigning, selling, or otherwise disposing of all right, title, and interest of Debtor in and to any trademarks and all registrations, recordings, reissues, extensions, and renewals thereof, or for the purpose of recording, registering and filing of, or accomplishing any other formality with respect to the foregoing.

2. Execution and delivery of any and all documents, statements, certificates or other papers which Secured Party, in its discretion, deems necessary or advisable to further the purposes described in Subparagraph 1 hereof.

This Power of Attorney is made pursuant to a Trademark Collateral Assignment and Security Agreement, dated of even date herewith, between Debtor and Secured Party (the “Security Agreement”) and is subject to the terms and provisions thereof. This Power of Attorney, being coupled with an interest, is irrevocable until all “Obligations”, as such term is defined in the Security Agreement, are paid in full and the Security Agreement is terminated in writing by Secured Party.

Dated: October 21, 2011

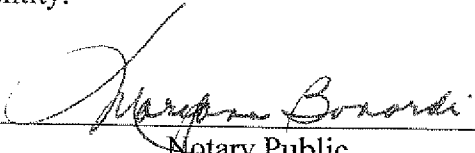
AOM HOLDING LLC

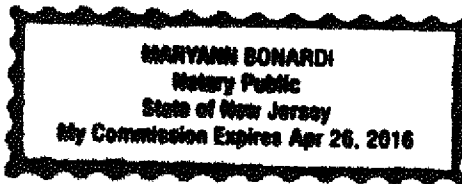
By: [Signature]

Title: MANAGING MEMBER

STATE OF NEW YORK    )  
                                  ) ss.:  
COUNTY OF NEW YORK )

On this 3 day of October, 2010, before me personally came Zvi Qerthin to me known, who being duly sworn, did depose and say, that he is the MANAGING Member of AOM HOLDING LLC, the entity described in and which executed the foregoing instrument; and that he signed his name thereto by order of the members of said entity.

  
\_\_\_\_\_  
Notary Public



{ 724349;2 }