

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
Miss Matched, Inc.		02/17/2012	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Salus Capital Partners, LLC
Street Address:	Two International Place
Internal Address:	c/o Choate, Hall & Stewart LLP
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02110
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 24

Property Type	Number	Word Mark
Registration Number:	3852468	3 SOCKS 2 FEET 1 YOU
Registration Number:	3798429	
Registration Number:	3393733	KOMBOZE
Registration Number:	3565830	LITTLEMISSMATCHED
Registration Number:	3565831	LITTLEMISSMATCHED
Registration Number:	3475092	LITTLEMISSMATCHED
Registration Number:	3904659	LITTLEMISSMATCHED
Registration Number:	3883424	LITTLEMISSMATCHED
Registration Number:	3956417	LITTLEMISSMATCHED
Registration Number:	3708703	LITTLEMISSMATCHED
Registration Number:	3978626	LITTLEMISSMATCHED
Registration Number:	3839356	LITTLEMISSMATCHED
Registration Number:	3518530	LITTLEMISSMATCHED

OP \$615.00 3852468

Registration Number:	1395845	MISMATCH
Registration Number:	3735302	MISS MATCHED
Registration Number:	3788317	MIXING BOWL
Registration Number:	3522761	MIXTERMAX
Registration Number:	3989245	PROJECT SOCK
Registration Number:	3769309	REMATCH!
Registration Number:	3674039	SKETCHORAMA
Registration Number:	3734837	SPIN-O-RAMA!
Registration Number:	3931632	THINK OUTSIDE THE SOCKS
Registration Number:	3699839	WARNING! THESE PJS DON'T MATCH!
Registration Number:	3702640	WARNING! THESE SOCKS DON'T MATCH!

**CORRESPONDENCE DATA**

Fax Number: (617)248-4000  
 Email: tadmin@choate.com  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*  
 Correspondent Name: Elizabeth A. Walker  
 Address Line 1: Two International Place  
 Address Line 2: Choate, Hall & Stewart LLP  
 Address Line 4: Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER:	2010280-0004
NAME OF SUBMITTER:	Elizabeth A. Walker
Signature:	/Elizabeth A. Walker/
Date:	02/22/2012

**Total Attachments: 36**

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AMENDED AND RESTATED

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement"), dated as of February 17, 2012, is entered into between Miss Matched, Inc., a Delaware corporation with an address at 307 7<sup>th</sup> Avenue, Suite 501, New York, NY 10001 (the "Borrower" or "Grantor"), and Salus Capital Partners, LLC, a Delaware limited liability company with an address c/o Choate, Hall & Stewart, 2 International Place, Boston, MA 02110 (as assignee of First Niagara Commercial Finance Inc., as assignee of NewAlliance Bank, the "Lender" or "Secured Party") in consideration of the mutual covenants contained herein and benefits to be derived herefrom.

WITNESSETH:

WHEREAS, the Borrower previously entered into that certain Credit and Security Agreement, dated as of April 21, 2010 (as amended and in effect on the date hereof, the "Existing Credit Agreement"), and, in conjunction therewith, secured its Indebtedness by granting the Lender a first priority lien on substantially all of its assets, including certain Intellectual Property pursuant to that certain Intellectual Property Security Agreement, dated as of April 21, 2010 (the "Existing IP Security Agreement"); and

WHEREAS, the Borrower has entered into that certain Amended and Restated Credit and Security Agreement, dated as of the date hereof (as amended and in effect from time to time, the "Loan Agreement") with Lender;

NOW, THEREFORE, in consideration of the mutual conditions and agreements set forth in this Agreement, and for good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree that the Existing IP Security Agreement shall be amended and restated in its entirety to read as follows:

1. Definitions: Capitalized terms used herein and not defined herein shall have the meanings assigned to such terms in the Loan Agreement. As used herein, the following terms shall have the following meanings:

"Copyrights" shall mean all copyrights in each work of authorship or derivative work thereof, whether registered or unregistered and whether published or unpublished, including, without limitation, the copyrights listed on **EXHIBIT A** annexed hereto and made a part hereof, together with all registrations and recordings thereof, all applications in connection therewith.

"Copyright Licenses" shall mean all agreements, whether written or oral, providing for the grant by or to Grantor (in the case of grants to the Grantor only to the extent a grant of security interest is permitted by such license) of any right to use any Copyright, including, without limitation, the agreements listed on **EXHIBIT A** annexed hereto and made a part hereof.

"Copyright Office" shall mean the United States Copyright Office or any other federal governmental agency which may hereafter perform its functions.

"Intellectual Property" shall have the meaning assigned to such term in Section 4 hereof.

"IP Collateral" shall have the meaning assigned to such term in Section 3 hereof.

“Licenses” shall mean, collectively, the Copyright Licenses, Patent Licenses, and Trademark Licenses (but excluding “Off-the-Shelf Software” as defined in the Loan Agreement).

“Patents” shall mean all patents, patent applications, letters patent, and applications for letters patent, and the inventions and improvements therein disclosed, and any and all divisions, reissues, extensions, continuations, and continuations-in-part of said letters patent including, without limitation, the patents listed on **EXHIBIT B** annexed hereto and made a part hereof.

“Patent Licenses” shall mean all agreements, whether written or oral, providing for the grant by or to the Grantor (in the case of grants to the Grantor only to the extent a grant of security interest is permitted by such license) of any right to manufacture, use, or sell any invention covered by a Patent, including, without limitation, the agreements listed on **EXHIBIT B** annexed hereto and made a part hereof.

“PTO” shall mean the United States Patent and Trademark Office or any other federal governmental agency which may hereafter perform its functions.

“Trademarks” shall mean all issued or applied for trademarks, trade names, corporate names, company names, business names, fictitious business names, trade dress, service marks, designs, logos and other source or business identifiers, prints and labels on which any of the foregoing may appear, whether registered or applied for, including, without limitation, the trademarks listed on **EXHIBIT C** annexed hereto and made a part hereof, together with all registrations and recordings thereof, all applications in connection therewith, and any goodwill of the business connected with, and symbolized by, any of the foregoing; provided that Trademarks shall not be deemed to include any “intent to use” Trademark applications for which a statement of use has not been filed (but only until such statement is filed).

“Trademark Licenses” shall mean all agreements, whether written or oral, providing for the grant by or to the Grantor (in the case of grants to the Grantor only to the extent a grant of security interest is permitted by such license) of any right to use any Trademark, including, without limitation, the agreements listed on **EXHIBIT C** annexed hereto and made a part hereof.

2. Amendment and Restatement of Existing Security Agreement: The Grantor and the Secured Party each agree that this Agreement shall amend and restate in its entirety the Existing IP Security Agreement, without in any way affecting the priority of, validity of, or continuing perfection in the security interests granted thereunder. The Grantor and the Secured Party each further agree that this Agreement shall not be deemed to evidence or result in a novation or repayment and reborrowing of the Indebtedness under, and as defined in, the Loan Agreement; nor shall this Agreement constitute a novation of, termination of, or amendment to any of the Loan Documents.

3. Grant Of Security Interest: In furtherance and as confirmation of the Security Interest granted by the Grantor to the Secured Party under the Loan Agreement, and as further security for the payment or performance in full of the Indebtedness (other than indemnification obligations and other obligations that by their nature survive the termination of this Agreement and the Loan Agreement), the Grantor hereby ratifies such Security Interest and grants to the Secured Party a continuing security interest, with power of sale (which power of sale shall be exercisable only following the occurrence and during the continuation of an Event of Default), in all of the present and future right, title, and interest of the Grantor in and to the following property, and each item thereof, whether now owned or existing or hereafter acquired or arising, together with all products, proceeds, substitutions, and accessions of or to any of the following property (collectively, the “IP Collateral”):

- (a) All Copyrights and Copyright Licenses;
- (b) All Patents and Patent Licenses;
- (c) All Trademarks and Trademark Licenses;
- (d) All renewals of any of the foregoing;
- (e) All General Intangibles connected with the use of, or related to, any and all Intellectual Property (including, without limitation, all goodwill of the Grantor and its business, products and services appurtenant to, associated with, or symbolized by, any and all Intellectual Property and the use thereof);
- (f) All income, royalties, damages, and payments now and hereafter due and/or payable under and with respect to any of the foregoing, including, without limitation, payments under all Licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof;
- (g) The right to sue for past, present, and future infringements and dilutions of any of the foregoing;
- (h) All of the Grantor's rights corresponding to any of the foregoing throughout the world; and
- (i) All Proceeds of any of the foregoing.

4. Protection Of Intellectual Property By Grantor: Except as set forth below in this Section 4, the Grantor shall undertake the following with respect to each of the items respectively described in Section 3 (collectively, the "Intellectual Property"), to the extent commercially reasonable:

- (a) Pay all renewal fees and other fees and costs associated with maintaining the Intellectual Property and with the processing of the Intellectual Property and take all other reasonable and necessary steps to maintain each registration of the material Intellectual Property.
- (b) Take all actions reasonably necessary to prevent any of the Intellectual Property from becoming forfeited, abandoned, dedicated to the public, invalidated or impaired in any way except if the effect thereof could not have a Material Adverse Effect on the Grantor's business. Grantor shall not abandon any filed patent application or trademark registration, or abandon any pending patent application or patent or any trademark registration that could have a Material Adverse Effect on the Grantor's business without the consent of the Secured Party, which consent shall not be unreasonably withheld, conditioned or delayed.
- (c) At the Grantor's sole cost, expense, and risk, pursue the prompt, diligent processing of each application for registration which is the subject of the security interest created herein and not abandon or delay any such efforts that could have a Material Adverse Effect on the Grantor's business. The Grantor shall, at Grantor's sole expense, promptly apply for and obtain all renewals or extensions of the Patents and Trademarks to the full extent permitted by law except to the extent, in Grantor's reasonable discretion, exercised in good faith, such renewal or extension is not reasonable, prudent or beneficial to such Grantor or its operations.

(d) At the Grantor's sole cost, expense, and risk, take any and all action, which the Grantor reasonably requires to protect the Intellectual Property from infringement, misappropriation or dilution, including, without limitation, the prosecution and defense of infringement actions.

5. Grantor's Representations And Warranties: The Grantor represents and warrants that:

(a) **EXHIBIT A** is a true, correct, and complete list of all registered and applications for Copyrights and Copyright Licenses owned by the Grantor as of the date hereof, all of which, to the best of Grantor's knowledge, are subsisting, valid, and enforceable. All Copyright Licenses which are material to the operation of the Grantor's business are indicated with an asterisk on **EXHIBIT A** and have been delivered to the Secured Party.

(b) **EXHIBIT B** is a true, correct, and complete list of all Patents and Patent Licenses owned by the Grantor as of the date hereof, all of which are subsisting, valid, and enforceable. All Patent Licenses which, to the best of Grantor's knowledge, are material to the operation of Grantor's business are indicated with an asterisk on **EXHIBIT B** and have been delivered to the Secured Party.

(c) **EXHIBIT C** is a true, correct, and complete list of all registered and applications for Trademarks and Trademark Licenses owned by the Grantor as of the date hereof, all of which, to the best of Grantor's knowledge, are subsisting, valid, and enforceable. All Trademark Licenses which are material to the operation of Grantor's business are indicated with an asterisk on **EXHIBIT C** and have been delivered to the Secured Party.

(d) Except as set forth in **EXHIBITS A, B, and C**, none of the Intellectual Property is the subject of any licensing or franchise agreement pursuant to which Grantor is the licensor or franchisor.

(e) All IP Collateral is, and shall remain, free and clear of all Liens, encumbrances, or security interests in favor of any Person, other than Permitted Liens and Liens in favor of the Secured Party.

(f) The Grantor owns, or is licensed to use, all Intellectual Property necessary for the conduct of Grantor's business as currently conducted. No material claim has been asserted and is pending by any Person challenging or questioning the use by Grantor of any of its Intellectual Property or the validity or effectiveness of any of its Intellectual Property, nor does Grantor know of any valid basis for any such claim, except as otherwise set forth in the Loan Agreement. The Grantor shall have the duty to notify the Secured Party promptly of any such claim or infringement and the details thereof. To Grantor's knowledge, the use by the Grantor of the Intellectual Property does not infringe the rights of any Person in any material respect. To Grantor's knowledge, no holding, decision, or judgment has been rendered by any governmental authority which would limit, cancel, or question the validity of or the Grantor's rights in any Intellectual Property in any respect that could reasonably be expected to have a Material Adverse Effect.

(g) The Grantor shall give the Secured Party written notice (with reasonable detail) within ten (10) days following the occurrence of any of the following:

(i) The Grantor's obtaining rights from a third party to, and filing applications for registration of, any material Intellectual Property, or otherwise acquiring ownership of any newly registered Intellectual Property;

(ii) The Grantor's becoming entitled to the benefit of any registered Intellectual Property whether as licensee or licensor, which is material to its business;

(iii) The Grantor's entering into any new material Licenses; and

(iv) The Grantor's knowing or having reason to know, that any registration relating to any material Intellectual Property may become forfeited, abandoned or dedicated to the public, or of any adverse determination or development (including, without limitation, the institution of, or any such determination or development in, any proceeding in the PTO, the Copyright Office or any court or tribunal) regarding the Grantor's ownership of, or the validity of, any material Intellectual Property or the Grantor's right to register the same or to own and maintain the same.

(h) The execution, delivery and performance of this Agreement are within the power of the Grantor and have been duly authorized by all necessary corporate or other action and do not, to the best of Grantor's knowledge, contravene any law, rule, regulation or any judgment, decree or order of any tribunal or of any agreement to which Grantor is a party or by which any of its property is bound.

6. Agreement Applies To Future Intellectual Property:

(a) The provisions of this Agreement shall automatically apply to any such additional property or rights described in Section 5(g), above, all of which shall be deemed to be and treated as "Intellectual Property" within the meaning of this Agreement.

(b) Upon the request of the Secured Party, the Grantor shall execute, deliver, and have recorded any and all agreements, instruments, documents, and papers as the Secured Party may reasonably request to evidence the Secured Party's security interest in any Copyright, Patent, Trademark, License, and the goodwill and General Intangibles of the Grantor relating thereto or represented thereby (including, without limitation, filings with the PTO, the Copyright Office, or any similar office), and the Grantor hereby constitutes the Secured Party as its attorney-in-fact to execute and file all such writings for the foregoing purposes, all acts of such attorney being hereby ratified and confirmed; *provided, however*, the Secured Party's taking of such action shall not be a condition to the creation or perfection of the security interest created hereby. Notwithstanding the foregoing, the Grantor authorizes the Secured Party to modify this Agreement, without the necessity of any Grantor's further approval or signature, by amending **EXHIBITS A, B, or C** to include any such additional property or rights described in Section 5(g), above, to the extent the Secured Party provides written notice to the Grantor of any such modification within five (5) Business Days of such modification.

7. Grantor's Rights To Enforce Intellectual Property: So long as an Event of Default shall not have occurred or be continuing, the Grantor shall have the exclusive right to sue for past, present, and future infringement of the Intellectual Property including the right to seek injunctions and/or money damages, in an effort by the Grantor to protect the Intellectual Property against encroachment by third parties, *provided, however*:

(a) The Grantor first provides the Secured Party with written notice of the Grantor's intention to so sue for enforcement of any Intellectual Property; and

(b) Any money damages awarded or received by the Grantor on account of such suit (or the threat of such suit) shall constitute IP Collateral.



8. Secured Party's Actions To Protect Intellectual Property: In the event of (a) the Grantor's failure to cure any failure by the Grantor to perform any of the Grantor's obligations hereunder, and/or (b) the occurrence of any Event of Default which has not been expressly waived by Secured Party in writing, the Secured Party, acting in its own name or in that of the Grantor, may (but shall not be required to) act in the Grantor's place and stead and/or in the Secured Party's own right in connection therewith. Upon a Responsible Officer obtaining knowledge of any claim of any material infringement by a third party of any of the Patents, Trademarks, or Copyrights in the United States, the Grantor shall notify the Secured Party promptly of such infringement and shall take all reasonably necessary actions to obtain the cessation of such infringement and recover all damages resulting therefrom, including, after and during the continuance of an Event of Default which has not been expressly waived by Secured Party in writing, such action as the Secured Party deems reasonably necessary. If Grantor shall fail to take such action within fourteen (14) days after such notice is given to the Secured Party, the Secured Party may, upon notice to Grantor, but shall not be required to, itself take such action in the name of Grantor, and Grantor hereby appoints the Secured Party the true and lawful attorney of Grantor, for it and in its name, place and stead, on behalf of Grantor, solely to commence judicial proceedings in any court or before any other tribunal to enjoin and recover damages for such infringement, any such damages due to Grantor, net of costs and attorneys' fees reasonably incurred, to be applied to the Indebtedness.

9. Rights Upon Default: Upon the occurrence and during the continuation of any Event of Default, which has not been waived in writing by Secured Party, the Secured Party may exercise all rights and remedies of a secured party upon default under the Uniform Commercial Code as adopted in the State of New York, with respect to the Intellectual Property, in addition to which the Secured Party may sell, license, assign, transfer, or otherwise dispose of the Intellectual Property. Any person may conclusively rely upon an affidavit of an officer of the Secured Party that an Event of Default has occurred and is continuing and that the Secured Party is authorized to exercise such rights and remedies. The Secured Party shall give to the Grantor at least ten (10) days prior written notice (which the Grantor agrees is "reasonable notification" under the Uniform Commercial Code) of the time and place of any public sale of the Patents and Trademarks or of the time after which any private sale or any other intended disposition is to be made.

If any Event of Default shall have occurred and shall not have been expressly waived by Secured Party in writing, the Grantor hereby grants to the Secured Party the right and exclusive license to make, have made, use and sell the inventions and marks disclosed and claimed in the Patents and the Trademarks for the ratable benefit and account of the Lenders and the Secured Party.

To the extent permitted by applicable law, the Grantor hereby waives any and all rights that it may have to judicial hearing in advance of the enforcement of any of the Secured Party's rights hereunder, including, without limitation, its rights following any Event of Default which shall have occurred and shall not have been expressly waived by Secured Party in writing, to take immediate possession of the Patents and Trademarks and exercise its rights with respect thereto.

The Secured Party shall not be required to marshal any present or future security for (including, but not limited to, this Agreement and the Patents and Trademarks subject to a security interest hereunder), or guaranties of the Indebtedness or any of them, or to resort to such security or guaranties in any particular order; and all of the rights hereunder and in respect of such security and guaranties shall be cumulative and in addition to all other rights, however existing or arising. To the extent that it lawfully may, the Grantor hereby agrees that it will not invoke any law relating to the marshalling of collateral which might cause delay in or impede the enforcement of the Secured Party's rights under this Agreement or any other instrument evidencing any of the Indebtedness or by which any of the Indebtedness is secured or guaranteed, and to the extent that it lawfully may, the Grantor hereby irrevocably waives the benefits of all such laws.

10. Secured Party As Attorney In Fact:

(a) Upon the occurrence and during the continuance of any Event of Default which has not been waived in writing by the Secured Party, the Grantor irrevocably constitutes and designates the Secured Party as such Grantor's attorney in fact:

(i) To exercise any of the rights and powers referenced herein; and

(ii) To execute all such instruments, documents, and papers as the Secured Party determines to be appropriate in connection with the exercise of such rights and remedies and to cause the sale, license, assignment, transfer, or other disposition of the IP Collateral.

(b) The within grant of a power of attorney, being coupled with an interest, shall be irrevocable until this Agreement is terminated by a duly authorized officer of the Secured Party.

(c) The Secured Party shall not be obligated to do any of the acts or to exercise any of the powers authorized by Section 10(a), but if the Secured Party elects to do any such act or to exercise any of such powers, it shall not be accountable for more than it actually receives as a result of such exercise of power, and shall not be responsible to Grantor for any act or omission to act except for any act or omission to act as to which there is a final determination made in a judicial proceeding (in which proceeding the Secured Party has had an opportunity to be heard) which determination includes a specific finding that the subject act or omission to act had been grossly negligent, in actual bad faith, intentional misconduct or fraud.

11. Secured Party's Rights: Any use by the Secured Party of the Intellectual Property, as authorized hereunder in connection with the exercise of the Secured Party's rights and remedies under this Agreement and under the Loan Agreement, shall be coextensive with the Grantor's rights thereunder and with respect thereto and without any liability for royalties or other related charges.

12. Further Assurances: Grantor shall, at Grantor's sole expense, do, make, execute, and deliver all such additional and further acts, things, deeds, assurances, and instruments, in each case in form and substance reasonably satisfactory to and reasonably required by the Secured Party, relating to the creation, validity, or perfection of the security interests and assignments provided for in this Agreement under 35 U.S.C. Section 261, 15 U.S.C. Section 1051 et seq., the Uniform Commercial Code or other laws of the United States or the State of New York, or of any other countries or states as the Secured Party may from time to time reasonably request, and shall take all such other action as the Secured Party may reasonably require to more completely vest in and assure to the Secured Party its rights hereunder or in any of the Patents or Trademarks, and the Grantor hereby irrevocably authorizes the Secured Party or its designee, at Grantor's expense, to execute such documents, and file such financing statements with respect thereto with or without Grantor's signature, as the Secured Party may deem appropriate. In the event that any rerecording or refile (or the filing of any statement of continuation or assignment of any financing statement), or any repledge or reassignment, or any other action, is required at any time to protect and preserve such security interest and assignments, the Grantor shall, at its sole cost and expense, cause the same to be done or taken at such time and in such manner as may be reasonably necessary and as may be reasonably requested by the Secured Party.

The Secured Party is hereby irrevocably appointed by the Grantor as Grantor's lawful attorney and agent, with full power of substitution, to execute, deliver, record, and file on behalf of and in the name of Grantor such financing statements, assignments, pledges, and other documents and agreements, and to take such other action as the Secured Party may deem necessary for the purpose of perfecting, protecting or effecting the security interests and assignments granted herein and effected hereby, and any

liens necessary or desirable to implement or effectuate the same, under any applicable law, and the Secured Party is hereby authorized to file on behalf of and in the name of the Grantor at Grantor's sole expense, such financing statements, assignments, pledges, documents, and agreements in any appropriate governmental office. The Secured Party may include reference to Grantor, the Patents and the Trademarks (and may utilize any logo or other distinctive symbol associated with such Grantor) in connection with any advertising, promotion, marketing or sale undertaken by the Secured Party.

In fulfilling its responsibility for the prosecution, defense, enforcement, or any other necessary or desirable actions in connection with the Patents and Trademarks, the Grantor shall hold the Secured Party harmless from any and all costs, damages, indebtedness, and expenses that may be incurred by the Secured Party (other than as a result of gross negligence, willful misconduct, intentional misconduct or fraud of the Secured Party) in connection with the Secured Party's interest in the Patents and Trademarks or any other action or failure to act in connection with this Agreement or the transactions contemplated hereby. In respect of such responsibility, the Grantor shall retain patent or trademark counsel, as the case may be, acceptable to the Secured Party.

13. Waivers: Except for notices specifically provided for herein, the Grantor hereby expressly waives demand, notice, protest, notice of acceptance of this Agreement, notice of loans made, credit extended, collateral received or delivered, or other action taken in reliance hereon and all other demands and notices of any description. With respect both to the Indebtedness and any collateral therefor, the Grantor assents to any extension or postponement of the time of payment or any other indulgence, to any substitution of any party or person primarily or secondarily liable, to the acceptance of partial payment thereon and the settlement, compromising or adjusting of any thereof, all in such manner and at such time or times as the Secured Party may deem advisable. The Secured Party shall not have any duty as to the protection of the Patents or Trademarks or any income thereon, nor as to the preservation or rights against prior parties, nor as to the preservation of any rights pertaining thereto. The Secured Party may exercise its rights with respect to the Patents and Trademarks without resorting or regard to other collateral or sources of reimbursement for liability. The Secured Party shall not be deemed to have waived any of its rights upon or under the Indebtedness or the Patents and Trademarks unless such waiver be in writing and signed by the Secured Party in accordance with the terms of the Loan Agreement. No delay or omission on the part of the Secured Party in exercising any right shall operate as a waiver of any right on any future occasion. All rights and remedies of the Secured Party with respect to the Indebtedness or the Patents or Trademarks, whether evidenced hereby or by any other instrument or papers, shall be cumulative and may be exercised singularly or concurrently.

14. Releases: The Grantor and the Secured Party may from time to time agree in writing to the release of certain of the Patents and Trademarks from the security interest created hereby, and, in the case of Patents or Trademarks the Grantor proposes to abandon, the Secured Party agrees that, prior to an Event of Default, it will release its security interest in any Patent or Trademark Grantor proposes to abandon so long as such Patent or Trademark is no longer used by Grantor and is not material to the operations of Grantor, *provided* that after the occurrence and during the continuance of an Event of Default which has not been expressly waived by Secured Party in writing, the Secured Party's consent will be required prior to any such release and abandonment.

15. Intent: This Agreement is being executed and delivered by the Grantor for the purpose of registering and confirming the grant of the security interest of the Secured Party in the IP Collateral with the PTO and the Copyright Office. It is intended that the security interest granted pursuant to this Agreement is granted as a supplement to, and not in limitation of, the collateral interest granted to the Secured Party, for the ratable benefit of the Secured Party, under the Loan Agreement. All provisions of the Loan Agreement shall apply to the IP Collateral. The Secured Party shall have the same rights, remedies, powers, privileges and discretions with respect to the security interests created in the IP

Collateral as in all other Collateral. In the event of a conflict between this Agreement and the Loan Agreement, the terms of this Agreement shall control with respect to the IP Collateral and the Loan Agreement with respect to all other Collateral.

16. Miscellaneous:

(a) The Grantor shall hold the Secured Party harmless from any and all costs, damages, and expenses, including, but not limited to reasonable attorneys' fees, which may be incurred by the Secured Party or Grantor in connection with any action or failure to act by the Secured Party or any Lender in connection with this Agreement, except those arising from the gross negligence, willful misconduct, intentional misconduct, or fraud of the Secured Party.

(b) Any and all rights and interests of the Secured Party in and to the Patents and Trademarks (and any and all obligations of the Grantor with respect to the same) provided herein, or arising hereunder or in connection herewith, shall only supplement and be cumulative and in addition to the rights and interests of the Secured Party (and the obligations of the Grantor) in, to or with respect to the Collateral provided in or arising under or in connection with the Loan Agreement and shall not be in derogation thereof.

(c) THIS AGREEMENT AND ALL RIGHTS AND OBLIGATIONS HEREUNDER, INCLUDING MATTERS OF CONSTRUCTION, VALIDITY, AND PERFORMANCE, SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE UNITED STATES, AND, TO THE EXTENT THAT THE LAWS OF THE UNITED STATES ARE NOT APPLICABLE, BY AND WITH THE LAWS OF THE OF THE STATE OF NEW YORK (WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAWS). THIS AGREEMENT IS INTENDED TO TAKE EFFECT AS A SEALED INSTRUMENT. The Grantor agrees that any suit for the enforcement of this Agreement may be brought in the courts of the State of New York or the United States of America for the Southern District of New York, and consents to the nonexclusive jurisdiction of such court and to service of process in any such suit being made upon any Grantor by mail at the address specified in the Loan Agreement. The Grantor hereby waives any objection that it may now or hereafter have to the venue of any such suit or any such court or that such suit is brought in an inconvenient court.

(d) All notices hereunder shall be in writing and shall be given as provided in the Loan Agreement.

(e) Neither this Agreement nor any term hereof may be changed, waived, discharged, or terminated except by a written instrument expressly referring to this Agreement and to the provisions so modified or limited, and executed by all the parties hereto.

(f) This Agreement and all obligations of the Grantor shall be binding upon the successors and assigns of the Grantor, and shall, together with the rights and remedies of the Secured Party hereunder, inure to the benefit of the Secured Party and its successors and assigns. If any term of this Agreement shall be held to be invalid, illegal, or unenforceable, the validity of all other terms hereof shall be in no way affected thereby, and this Agreement shall be construed and be enforceable as if such invalid, illegal, or unenforceable term had not been included herein. Terms used herein without definition which are defined in the Uniform Commercial Code as in effect in the State of New York have such defined meanings herein, unless the context otherwise indicates or requires.

(g) THE GRANTOR AND THE SECURED PARTY MUTUALLY HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVE THE RIGHT TO A TRIAL BY JURY IN RESPECT OF ANY CLAIM BASED HEREON, ARISING OUT OF, UNDER, OR IN

CONNECTION WITH THIS AGREEMENT OR ANY OTHER DOCUMENT CONTEMPLATED TO BE EXECUTED IN CONNECTION HEREWITH OR ANY COURSE OF CONDUCT, COURSE OF DEALINGS, STATEMENTS (WHETHER VERBAL OR WRITTEN), OR ACTIONS OF ANY PARTY. THIS WAIVER CONSTITUTES A MATERIAL INDUCEMENT FOR THE SECURED PARTY TO ENTER INTO THIS AGREEMENT AND MAKE THE LOANS. Except as prohibited by law, the Grantor waives any right which it may have to claim or recover in any litigation referred to in the first sentence of this Section 16 any special, exemplary, punitive or consequential damages or any damages other than, or in addition to, actual damages. The Grantor (i) certifies that neither the Secured Party, nor any representative, agent, or attorney of the Secured Party has represented, expressly or otherwise, that the Secured Party would not, in the event of litigation, seek to enforce the foregoing waivers and (ii) acknowledges that, in entering into the Loan Agreement and the other Loan Documents to which the Secured Party is a party, the Secured Party is relying upon, among other things, the waivers and certifications in this Section 16.

(h) This Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Agreement. Delivery of an executed counterpart of this Agreement by fax, email, or other electronic transmission shall be equally as effective as delivery of an original executed counterpart of this Agreement. Any party delivering an executed counterpart of this Agreement by fax, email, or other electronic transmission also shall deliver an original executed counterpart of this Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Agreement.

(i) The Secured Party agrees to maintain the confidentiality of any Confidential Information supplied to it pursuant to this Agreement as and to the extent required by Section 7.11 of the Loan Agreement.

(j) Any discrepancy between this Agreement and the Loan Agreement shall be resolved in favor of the Loan Agreement.

[SIGNATURE PAGES FOLLOW]

In witness whereof, each of the undersigned has caused this Agreement to be duly executed and delivered by its proper and duly authorized officer as of the date set forth above.

GRANTOR:

MISS MATCHED, INC.

By: 

Name: Lisa Kaplowitz

Title: Chief Financial Officer

SECURED PARTY:

SALUS CAPITAL PARTNERS, LLC.

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

Name: Daniel O'Rourke

Title: Senior Vice President, Chief Credit Officer

In witness whereof, each of the undersigned has caused this Agreement to be duly executed and delivered by its proper and duly authorized officer as of the date set forth above.

GRANTOR:

MISS MATCHED, INC.

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

Name: Lisa Kaplowitz

Title: Chief Financial Officer

SECURED PARTY:

SALUS CAPITAL PARTNERS, LLC.

By: 




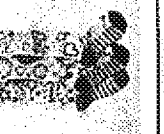


Name: Daniel O'Rourke

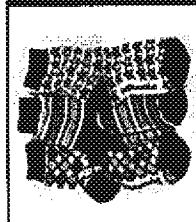
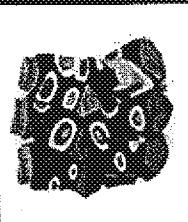
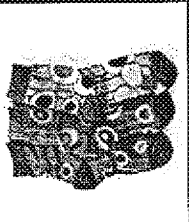
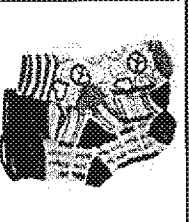
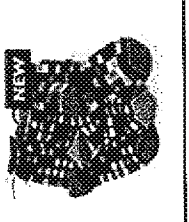

Title: Senior Vice President, Chief Credit Officer

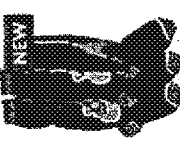
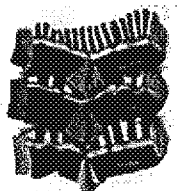



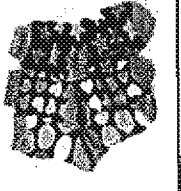
**Exhibit A**

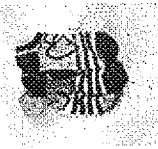
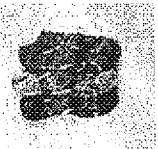
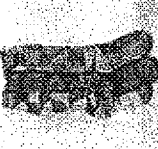





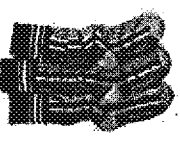





IMAGE	Creation Date	Case #	Title	Status	Registration #	Registration Date
	2003	1-204889141	ZANY DOTS	Registered	VA 1-671-311	6/15/2009
	2003	1-204941484	ZANY STARS	Registered	VA 1-671-312	6/15/2009
	2003	1-204941514	ZANY HEARTS	Registered	VA 1-671-313	6/15/2009
	2009	1-314158162	Wt Zany Tossed Hearts/Stars/Circle (Multi)	Registered	VA 1-705-355	3/5/2010
	2009	1-334810972	TEXTURE STRIPE	Registered	VA 1-702-726	2/16/2010
	2009	1-334978238	HAPPY KIDS	Registered	VA 1-702-730	2/16/2010

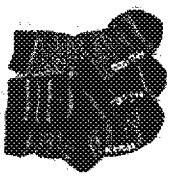
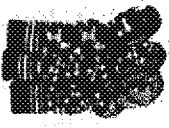

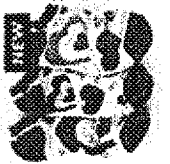
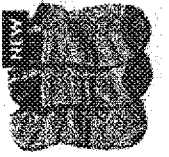

	2009	1-335109138	BLACK JELLY ZANY	Registered	VA 1-703-793	2/17/2010
	2009	1-335194802	WHITE ZANY NEON	Registered	VA 1-703-800	2/17/2010
	2009	1-335556576	NEON UNRAVELED	Registered	VA 1-703-014	2/17/2010
	2009	1-335580182	HT OATMEAL SHAPES	Registered	VA 1-702-580	2/17/2010
	2009	1-335597182	NEON SKETCHY HEARTS-MED. HT. GREY	Registered	VA 1-753-580	2/17/2010
	2009	1-337236202	Zany Cut Out Shapes	Registered	VA 1-706-699	3/8/2010

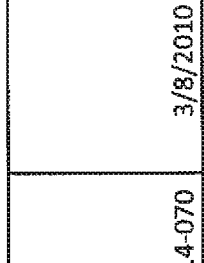
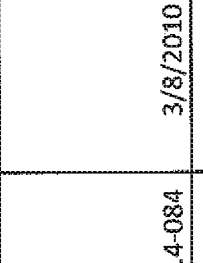
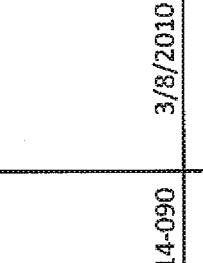
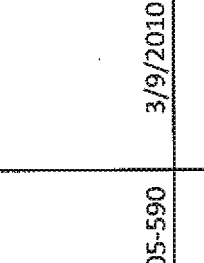
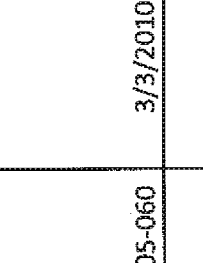
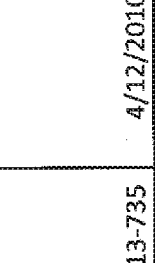
	2009	1-337423893	Outline Zany Bik	Registered	VA 1-705-456	3/8/2010
	2009	1-337424043	Abstract black zany, dots within dots.	Registered	VA 1-705-477	3/8/2010
	2009	1-337424228	Zany Abstract	Registered	VA 1-705-543	3/8/2010
	2009	1-337488432	zany peace-love-happy	Registered	VA 1-714-015	3/8/2010
	2009	1-337488518	Bik Zany Mosaic	Registered	VA 1-714-024	3/8/2010
	2009	1-337488541	Lt. Ht Grey Mosaic	Registered	VA 1-714-027	3/8/2010

	2009	1-338939926	Pop Rock	Registered	VA 1-705-351	3/5/2010
	2009	1-338939976	Split Sock Blk & Wt	Registered	VA 1-705-352	3/5/2010
	2009	1-338940055	Tossed Wt Zany Hearts/Stars/Circles	Registered	VA 1-714-032	3/8/2010
	2009	1-338940009	Abstract - fabric design - multi.	Registered	VA 1-705-353	3/5/2010
	2009	1-338940098	Soccer Ball Print	Registered	VA 1-705-357	3/5/2010
	2009	1-334744302	Tossed blk zany	Registered	VA 1-702-310	2/16/2010






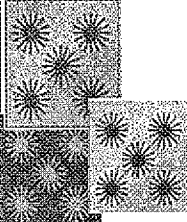
	2009	1-338979365	SKETCHY HEARTS - W/ STRIPES FABRIC DESIGN	Registered	VA 1-703-286	2/23/2010
	2009	1-338979478	NEON ICING BLUE YELLOW PINK FABRIC DESIGN	Registered	VA 1-703-225	2/23/2010
	2009	1-339099070	GREY W/ NEON OPTIC YELLOW PINK ORANGE- FABRIC	Registered	VA 1-703-243	2/23/2010
	2009	1-339099093	ANTS STRIPES- BLUE, ORANGE, GREEN- FABRIC DESIGN	Registered	VA 1-703-238	2/23/2010
	2009	1-339099190	KIDS- PEACE, LOVE, HAPPINESS, STRIPES, KIDS- FABRIC	Registered	VA 1-703-227	2/23/2010
	2009	1-339099229	AIRPLANES- BLUE- FABRIC DESIGN	Registered	VA 1-703-229	2/23/2010

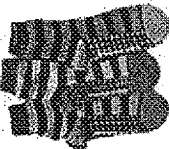
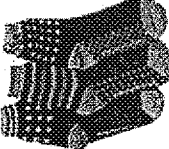




	2009	1-339644901	Athletic Stripe (fabric design) multi.	Registered	VA- 1-705-350	3/5/2010
	2009	1-341162429	Lt. Ht Grey grey Stripe	Registered	VA 1-705-586	3/9/2010
	2009	1-341162462	Ht. Oatmeal Stripe	Registered	VA 1-705-588	3/9/2010
	2009	1-341162485	Flying Planes	Registered	VA 1-705-795	3/9/2010
	2009	1-341162520	Froggie	Registered	va 1-705-598	3/9/2010
	2009	1-341162603	Ants fabric design (multi)	Registered	VA- 1-705-600	3/9/2010






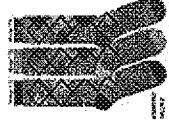
	2009	1-341162626	Robot	Registered	VA 1-705-601	3/9/2010
	2009	1-341458207	Black zany mosaic sporty fabric design (multi)	Registered	VA 1-705-349	3/5/2010
	2009	1-341458229	Bik Zany Tossed Hearts/Stars/Circles	Registered	VA 1-714-093	3/8/2010
	2009	1-341728318	Hearts	Registered	VA 1-714-100	3/8/2010
	2009	1-341728355	Peace/Love/Happiness	Registered	VA 1-714-110	3/8/2010
	2009	1-341728426	Marvelous Flowers	Registered	VA 1-714-055	3/8/2010




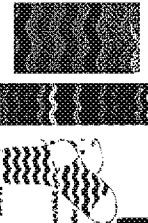


	2009	1-341767336	Graphic circles & stripes fabric design (blk multi)	Registered	VA 1-714-070	3/8/2010
	2009	1-341767418	Cupcake Sport Cuff fabric design	Registered	VA 1-714-084	3/8/2010
	2009	1-341767491	Fab Split Sock - Bubble Cuff fabric design blk/wt	Registered	VA 1-714-090	3/8/2010
	2009	1-341767612	Heart/Star	Registered	VA 1-705-590	3/9/2010
	2009	1-341767770	Split Sock Crocus	Registered	VA 1-705-060	3/3/2010
	2009	1-341775462	DOUBLE CUFF KOOKY STRIPE FABRIC DESIGN	Registered	VA 1-713-735	4/12/2010





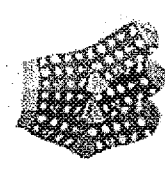



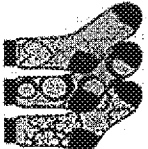





	2009	1-341775485	HOOKY RINGS DOUBLE CUFF KNEE HIGH FABRIC DESIGN	Registered	VA 1-713-729	4/12/2010
	2009	1-341775718	ZANY SQUARES AND DIAMOND FABRIC DESIGN	Registered	VA 1-713-742	4/12/2010
	2009	1-341776061	ZANY RINGS DOUBLE CUFF FABRIC DESIGN	Registered	VA 1-713-751	4/12/2010
	2009	1-341776170	ZANY DOUBLE CUFF OPTIC FABRIC DESIGN	Registered	VA 1-713-756	4/12/2010
	2009	1-342033451	ZANY STRIPE DOT STRIPE FABRIC DESIGN	Registered	VA 1-713-726	4/12/2010
	2008	1-346036749	MARVELOUS SUNS	Registered	VA 1-705-947	5/10/2010


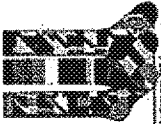
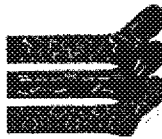
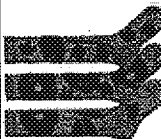
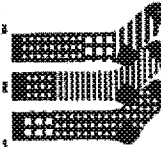
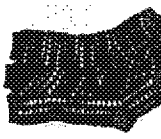
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	2009	1-347265297	KOOKY CHECK/DOT/STRIPE-MED.GREY H. FABRIC DESIGN	Registered	VA 1-713-788	4/12/2010
	2009	1-347383509	CROWN ANKLET FABRIC DESIGN	Registered	VA 1-713-758	4/12/2010
	2009	1-347506625	ZANY PROJECT SOCK FABRIC DESIGN	Registered	VA 1-714-143	4/13/2010
	2009	1-347506698	CONCENTRIC SHAPES FABRIC DESIGN	Registered	VA 1-714-145	4/13/2010
	2009	1-347506791	CIRCLES FABRIC DESIGN	Registered	VA 1-714-148	4/13/2010

	2009	1-347506815	PROJECT SOCK PEACE FABRIC DESIGN	Registered	VA 1-714-146	4/13/2010
	2009	1-348345092	FLIP FLOP SOCK BLACK STRIPE FABRIC DESIGN	Registered	VA 1-713-791	4/12/2010
	2009	1-348345115	FLIP FLOP SOCKS RED STRIPE FRABIC DESIGN	Registered	VA 1-713-792	4/12/2010
	2009	1-348345158	FLIP FOCK SOCK GREEN STRIPE FABRIC DESIGN	Registered	VA 1-713-802	4/12/2010
	2009	1-348345255	ZANY DOTTED/STRIPE FABRIC DESIGN	Registered	VA 1-714-170	4/13/2010
	2009	1-348345643	HEATHER GREY ARGYLE FABRIC DESIGN	Registered	VA 1-714-149	4/13/2010

	2009	1-348345670	TRUCKS/STRIPES/ RED/BLUE FABRIC DESIGN	Registered	VA 1-714-154	4/13/2010
	2009	1-350857881	Icing Stripes & Circles	Registered	VA 1-705-612	3/9/2010
	2006	1-361432145	KOOKY PUZZLE PIECE FABRIC DESIGN	Registered	VA 1-709-496	4/2/2010
	2003	1-361599489	ZANY WAVES FABRIC DESIGN	Registered	VA 1-710-542	4/2/2010
	2003	1-361599756	ZANY BROAD STRIPE FABRIC DESIGN	Registered	VA 1-710-346	4/2/2010
	2009	1-372457980	ZANY RINGS DOUBLE CUFF ANKLET FABRIC DESIGN	Registered	VA 1-713-808	4/12/2010

	2009	1-372458052	PROJECT SOCK LOVE FABRIC DESIGN	Registered	VA 1-714-168	4/13/2010
	2009	1-372458097	PROJECT SOCK HAPPINESS DESIGN	Registered	VA 1-714-167	4/13/2010
	2009	1-372578072	ZANY TOSSED STARS FABRIC DESIGN	Registered	VA 1-713-805	4/12/2010
	2009	1-373183462	ZANY TOSSED WAVES FABRIC DESIGN	Registered	VA 1-713-809	4/12/2010
	2008	1-392166981	Multi I confabric	Registered	VA 1-719-629	5/4/2010
	2010	1-410500122	Black Zany Mosaic Anklet	Registered	VA 1-723-015	6/10/2010

	2010	1-410500144	Zany H Grey Outlines Ankle	Registered	VA 1-723-310	6/14/2010
	2010	1-410873264	Kooky Black Mornign Star	Registered	VA 1-723-337	6/14/2010
	2010	1-410873486	Kooky Hgrey EXPL Houndstooth Ankle	Registered	VA 1-723-343	6/14/2010
	2010	1-410873590	Fabulous Hgrey MOD Shapes Ankle	Registered	VA 1-723-339	6/14/2010
	2010	1-414760992	Fabulous Blk Wht Mod Shapes Ankle	Registered	VA 1-723-435	6/14/2010
	2010	1-414761180	Manv Blk WHT Liner	Registered	VA 1-723-342	6/14/2010

	2010	1-415151334	Zany BLK Graphic GEO Knee High	Registered	VA 1-723-353	6/14/2010
	2010	1-415227882	Zany Graphic Htooth Knee High	Registered	VA 1-723-340	6/14/2010
	2010	1-415227904	Zany Black Multi Mosaic Knee High	Registered	VA 1-723-436	6/14/2010
	2010	1-415227948	Fabulous- Pink Floral Sheer	Registered	VA 1-723-341	6/14/2010
	2010	1-420791612	Fabulous Split Sock	Registered	VA 1-723-402	6/14/2010
	2010	1-572961752	Zany Black Bubble	Registered	VA 1-764-553	2/24/2011
	2005		My MissMatched Life	Registered	VA 1-418-679	3/1/2006
	2007		Littlemissmatched's marvelous & fabulous me quiz boo	Registered	TX 6-602-865	7/30/2007
	2007		Littlemissmatched's marvelous & fabulous me quiz boo	Registered	VA 1-421-861	7/30/2007
	2007		Littlemissmatched's pajama party in a box.	Registered	TX 6-602-866	7/30/2007

2007	Littlemissmatched's pajama party in a box.	Registered	VA 1-421-862	7/30/2007
2008	LITTLE MISSMATCHED'S THE ARTIST IN ME! How to Draw Like No	Registered	TX 7-150-039	6/20/2008
2008	LittleMissMatched's the Writer in Me! How to Write Like No	Registered	TX 7-181-401	6/20/2008
2004	Littlemissmatched logo	Registered	VA 1-689-106	10/16/2009



**Exhibit B**

Patent Report By Invention  
Search Criteria

ClientID 61145  
Status ACTIVE

Display Options

Inventors All  
Images All

COUNTRY	REFERENCE #	TYPE	FILED	SERIAL #	ISSUED	PATENT #	STATUS
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**DISPLAY (Mixing Bowl Fixture)**

Inventors: Adrienne Weiss

UNITED STATES	61145.156	NEW	01/16/2009	29/330,964	12/29/2009	D606,777	ISSUED
EUROPEAN UNION (CTM)	61145.274	CEQ	07/14/2009	0001152565	07/14/2009	001152565-0001	ISSUED

**METHOD FOR CREATING COORDINATED NON-MATCHING PRODUCTS**

Inventors: Jonah Staw, Arielle Eckstut, Leslie Jonath

UNITED STATES	61145.308	CON	01/21/2010	12/691,532			PUBLISHED
UNITED STATES	61145.309	DIV	01/21/2010	12/691,590			PUBLISHED
UNITED STATES	61145.327	CIP	06/03/2010	12/792,922			PUBLISHED

**SOCK DISPLAY UNIT (Unmatch A Batch Fixture)**

Inventors: Jonah Staw, Adrienne Weiss

UNITED STATES	61145.281	NEW	08/17/2009	29/341,991	04/20/2010	D613,966	ISSUED
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END OF REPORT

TOTAL ITEMS SELECTED

6

**Exhibit C**

## Trademarks

### U.S. Trademark Registrations and Applications

<u>MARK</u>	<u>COUNTRY</u>	<u>STATUS</u>	<u>APPL. NO.</u>	<u>APPL. DATE</u>	<u>REG. NO.</u>	<u>REG. DATE</u>
3 SOCKS 2 FEET 1 YOU	US	Registered	77830017	9/18/2009	3852468	9/28/2010
GIRL DESIGN	US	Registered	77719328	4/22/2009	3798429	6/8/2010
KOMBOZE	US	Registered	78628821	5/12/2005	3393733	3/4/2008
LITTLEMISSMATCHED	US	Registered	78340021	12/12/2003	3565830	1/20/2009
LITTLEMISSMATCHED	US	Registered	78346652	12/30/2003	3565831	1/20/2009
LITTLEMISSMATCHED	US	Registered	77235100	7/20/2007	3475092	7/29/2008
LITTLEMISSMATCHED	US	Registered	77371114	1/14/2008	3904659	1/11/2011
LITTLEMISSMATCHED	US	Registered	77597685	10/22/2008	3883424	11/30/2010
LITTLEMISSMATCHED	US	Registered	77675683	2/23/2009	3956417	5/10/2011
LITTLEMISSMATCHED	US	Registered	77758434	6/12/2009	3708703	11/10/2009
LITTLEMISSMATCHED (with 3 Sock Design)	US	Registered	77711305	4/10/2009	3978626	6/14/2011
LITTLEMISSMATCHED & Design	US	Registered	78617445	4/26/2005	3839356	8/24/2010
LITTLEMISSMATCHED & Design	US	Registered	78980525	4/26/2005	3518530	10/14/2008
MISMATCH	US	Registered	73560468	9/27/1985	1395845	6/3/1986
MISS MATCHED	US	Registered	78617417	4/26/2005	3735302	1/5/2010
MIXING BOWL	US	Registered	77661025	2/2/2009	3788317	5/11/2010
MIXTERMAX	US	Registered	78980563	4/26/2005	3522761	10/21/2008
PROJECT SOCK	US	Registered	85169488	11/4/2010	3989245	7/5/2011
REMATCH!	US	Registered	78617406	4/26/2005	3769309	3/30/2010
SKETCHORAMA	US	Registered	77462964	5/1/2008	3674039	8/25/2009
SPIN-O-RAMA!	US	Registered	77462995	5/1/2008	3734837	1/5/2010
THINK OUTSIDE THE SOCKS	US	Registered	77661403	2/2/2009	3931632	3/15/2011
WARNING! THESE PJS DON'T MATCH!	US	Registered	77463025	5/1/2008	3699839	10/20/2009
WARNING! THESE SOCKS	US	Registered	77463056	5/1/2008	3702640	10/27/2009

<u>MARK</u>	<u>COUNTRY</u>	<u>STATUS</u>	<u>APPL. NO.</u>	<u>APPL. DATE</u>	<u>REG. NO.</u>	<u>REG. DATE</u>
DON'T MATCH!						

### **Foreign Trademark Registrations and Applications**

<u>MARK</u>	<u>COUNTRY</u>	<u>STATUS</u>	<u>APPL. NO.</u>	<u>APPL. DATE</u>	<u>REG. NO.</u>	<u>REG. DATE</u>
LITTLEMISMATCHED	AUSTRALIA	Registered	1238747	5/5/2008	1238747	5/5/2008
LITTLEMISMATCHED & Design	AUSTRALIA	Pending	1238746	5/5/2008		
LITTLEMISMATCHED & Design	BRAZIL	Pending	830286314	5/25/2009		
LITTLEMISMATCHED & Design	BRAZIL	Pending	830286322	5/25/2009		
LITTLEMISMATCHED	CANADA	Pending	1393990	5/2/2008		
LITTLEMISMATCHED	CANADA	Pending	1235119	10/15/2004		
LITTLEMISMATCHED & Design	CANADA	Pending	1393996	5/2/2008		
MISSMATCHED	CANADA	Pending	1393992	5/2/2008		
LITTLEMISMATCHED	CHINA	Registered	6804466	6/25/2008	6804466	4/7/2010
LITTLEMISMATCHED	CHINA	Registered	6804465	6/25/2008	6804465	4/21/2010
LITTLEMISMATCHED	CHINA	Registered	6804464	6/25/2008	6804464	11/7/2010
LITTLEMISMATCHED	CHINA	Registered	6804463	6/25/2008	6804463	4/21/2010
LITTLEMISMATCHED	CHINA	Registered	6804462	6/25/2008	6804462	11/7/2010
LITTLEMISMATCHED	CHINA	Pending	6804461	6/25/2008		
LITTLEMISMATCHED	CHINA	Registered	6804460	6/25/2008	6804460	8/14/2010
LITTLEMISMATCHED	CHINA	Registered	6804459	6/25/2008	6804459	7/21/2010
LITTLEMISMATCHED & Design	CHINA	Registered	6804475	6/25/2008	6804475	4/21/2010
LITTLEMISMATCHED & Design	CHINA	Registered	6804474	6/25/2008	6804474	5/21/2010
LITTLEMISMATCHED & Design	CHINA	Registered	6804473	6/25/2008	6804473	11/14/2010
LITTLEMISMATCHED & Design	CHINA	Registered	6804472	6/25/2008	6804472	5/21/2010
LITTLEMISMATCHED &	CHINA	Registered	6804471	6/25/2008	6804471	11/14/2010

<u>MARK</u>	<u>COUNTRY</u>	<u>STATUS</u>	<u>APPL. NO.</u>	<u>APPL. DATE</u>	<u>REG. NO.</u>	<u>REG. DATE</u>
Design						
LITTLEMISMATCHED & Design	CHINA	Pending	6804470	6/25/2008		
LITTLEMISMATCHED & Design	CHINA	Registered	6804469	6/25/2008	6804469	11/7/2010
LITTLEMISMATCHED & Design	CHINA	Registered	6804467	6/25/2008	6804467	7/21/2010
MISSMATCHED	CHINA	Registered	6804478	6/25/2008	6804478	11/14/2010
MISSMATCHED	CHINA	Pending	6804477	6/25/2008		
MISSMATCHED	CHINA	Registered	6804476	6/25/2008	6804476	7/21/2010
LITTLEMISMATCHED	Community Trademark	Registered	6887905	5/2/2008	6887905	4/7/2011
LITTLEMISMATCHED	Community Trademark	Registered	5744867	3/8/2007	5744867	7/25/2008
LITTLEMISMATCHED & Design	Community Trademark	Pending	6887038	5/2/2008		
LITTLEMISMATCHED & Design	Community Trademark	Registered	5744875	3/8/2007	5744875	9/17/2008
MISSMATCHED	Community Trademark	Registered	6886931	5/2/2008	6886931	4/5/2011
LITTLEMISMATCHED	INDIA	Pending	1684348	5/6/2008		
LITTLEMISMATCHED & Design	INDIA	Pending	1684350	5/6/2008		
LITTLEMISMATCHED	JAMAICA	Registered	53023	11/19/2008	53023	11/19/2008
LITTLEMISMATCHED	JAPAN	Registered	2008-036643	5/13/2008	5259541	8/21/2009
LITTLEMISMATCHED	JAPAN	Registered	2005-064930	7/14/2005	4933347	3/3/2006
LITTLEMISMATCHED & Design	JAPAN	Registered	2008-036644	5/13/2008	5259542	8/21/2009
LITTLEMISMATCHED & Design	JAPAN	Registered	2008-049172	6/20/2008	5228159	5/1/2009
MISSMATCHED	JAPAN	Registered	2008-036642	5/13/2008	5259540	8/21/2009
LITTLEMISMATCHED & Design	KUWAIT	Registered	103149	5/11/2009	85369	4/17/2011
LITTLEMISMATCHED & Design	KUWAIT	Registered	103150	5/11/2009	85370	4/17/2011
LITTLEMISMATCHED & Design	LEBANON	Registered	5220	7/28/2009	123368	8/4/2009
LITTLEMISMATCHED	MEXICO	Registered	932601	5/9/2008	1068795	10/27/2008

<u>MARK</u>	<u>COUNTRY</u>	<u>STATUS</u>	<u>APPL. NO.</u>	<u>APPL. DATE</u>	<u>REG. NO.</u>	<u>REG. DATE</u>
LITTLEMISMATCHED	MEXICO	Registered	932602	5/9/2008	1068796	10/27/2008
LITTLEMISMATCHED	MEXICO	Registered	932603	5/9/2008	1068797	10/27/2008
LITTLEMISMATCHED	MEXICO	Registered	932604	5/9/2008	1068798	10/27/2008
LITTLEMISMATCHED	MEXICO	Registered	932605	5/9/2008	1068799	10/27/2008
LITTLEMISMATCHED	MEXICO	Registered	932606	5/9/2008	1068800	10/27/2008
LITTLEMISMATCHED	MEXICO	Registered	932607	5/9/2008	1068801	10/27/2008
LITTLEMISMATCHED	MEXICO	Registered	932608	5/9/2008	1069463	10/29/2008
LITTLEMISMATCHED & Design	MEXICO	Registered	932612	5/9/2008	1068174	10/23/2008
LITTLEMISMATCHED & Design	MEXICO	Registered	932613	5/9/2008	1068175	10/23/2008
LITTLEMISMATCHED & Design	MEXICO	Registered	932614	5/9/2008	1068176	10/23/2008
LITTLEMISMATCHED & Design	MEXICO	Registered	932615	2/9/2009	1091521	3/24/2009
LITTLEMISMATCHED & Design	MEXICO	Registered	932616	5/9/2008	1068177	10/23/2008
LITTLEMISMATCHED & Design	MEXICO	Registered	932617	5/9/2008	1068178	10/23/2008
LITTLEMISMATCHED & Design	MEXICO	Registered	932618	5/9/2008	1068179	10/23/2008
LITTLEMISMATCHED & Design	MEXICO	Registered	932619	5/9/2008	1068180	10/23/2008
MISSMATCHED	MEXICO	Registered	932609	5/9/2008	1068802	10/27/2008
MISSMATCHED	MEXICO	Registered	932610	5/9/2008	1068803	10/27/2008
MISSMATCHED	MEXICO	Registered	932611	5/9/2008	1068804	10/27/2008
LITTLEMISMATCHED	Russian Federation	Registered	2008713861	5/4/2008	383131	7/10/2009
LITTLEMISMATCHED & Design	Russian Federation	Registered	2008713967	5/5/2008	383132	7/10/2008
MISSMATCHED	Russian Federation	Registered	2008713857	5/4/2008	399145	1/22/2010