

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
Howard Berger Co. Inc.		02/24/2012	CORPORATION: NEW YORK

RECEIVING PARTY DATA	
Name:	JPMorgan Chase Bank. N.A., as administrative agent
Street Address:	270 Park Avenue
Internal Address:	44th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10017
Entity Type:	national banking association: UNITED STATES

PROPERTY NUMBERS Total: 4		
Property Type	Number	Word Mark
Registration Number:	2913666	WESTMORE
Registration Number:	3773270	BLACK DOG
Registration Number:	3741007	DESIGNER'S EDGE
Registration Number:	2759463	ETERNITY FINISH

CORRESPONDENCE DATA	
Fax Number:	(704)331-4225
Phone:	704-378-4805
Email:	jhartsough@hunton.com
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Correspondent Name:	Jason Hartsough, Esq.
Address Line 1:	101 South Tryon Street
Address Line 2:	Suite 3500
Address Line 4:	Charlotte, NORTH CAROLINA 28280

ATTORNEY DOCKET NUMBER:	64226.17	TRADEMARK
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NAME OF SUBMITTER:	Jason Hartsough, Esq.
Signature:	/Jason Hartsough/
Date:	03/05/2012
Total Attachments: 8 source=Trademark Security Agreement (Executed)#page1.tif source=Trademark Security Agreement (Executed)#page2.tif source=Trademark Security Agreement (Executed)#page3.tif source=Trademark Security Agreement (Executed)#page4.tif source=Trademark Security Agreement (Executed)#page5.tif source=Trademark Security Agreement (Executed)#page6.tif source=Trademark Security Agreement (Executed)#page7.tif source=Trademark Security Agreement (Executed)#page8.tif	

TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of February 24, 2012, by Howard Berger Co. Inc., a New York corporation (the "Grantor") in favor of JPMorgan Chase Bank, N.A., in its capacity as Administrative Agent for Lenders.

W I T N E S S E T H :

WHEREAS, pursuant to that certain Credit Agreement dated as of September 30, 2008, by and among Grantor, Administrative Agent and the Persons signatory thereto from time to time as Lenders (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Lenders have agreed to make the Loans and to incur Letter of Credit Obligations for the benefit of the Grantor; and

WHEREAS, Administrative Agent and Lenders are willing to make Loans and to incur Letter of Credit Obligations as provided for in the Credit Agreement, but only upon the condition, among others, that the Grantor shall have executed and delivered to the Administrative Agent, for itself and the ratable benefit of Lenders, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. To secure the payment, observance and performance of the Secured Obligations, the Grantor hereby mortgages and pledges all of the following Collateral of the Grantor to the Administrative Agent, for the benefit of itself as Administrative Agent and the Lenders, and grants to the Administrative Agent, for the benefit of itself as Administrative Agent and the Lenders, a continuing security interest in, and a continuing Lien upon, and collateral assignment of the following Collateral (collectively, the "Trademark Collateral"):

(a) all rights, title and interest (including rights acquired pursuant to a license or otherwise) in and to all trademarks, service marks, designs, logos, indicia, tradenames, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, owned by the Grantor, or hereafter adopted and used, in its business (including, without limitation, the trademarks set forth on Schedule I annexed hereto) (collectively, the "Trademarks"), all registrations that have been or may hereafter be issued or applied for thereon in the United States and any state thereof and in foreign countries (including, without limitation, the registrations and applications set forth on Schedule I annexed hereto), all common law and other rights (but in no event any of the obligations) in and to the Trademarks in the United States and any state thereof and in foreign countries, and all goodwill of the Grantor's business symbolized by the Trademarks and associated therewith;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(c) all Proceeds of the foregoing, including, without limitation, (to the extent not covered in the defined term, "Proceeds") any claim by the Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

3. RIGHTS AND REMEDIES.

(a) The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Administrative Agent, on behalf of itself and Lenders, pursuant to the Loan Documents. The Grantor hereby acknowledges that the Credit Agreement grants to the Administrative Agent a security interest in and Lien upon in the assets of the Grantor associated with the business conducted under the Trademarks. The Grantor hereby acknowledges and affirms that the representations and warranties of Grantor and the rights and remedies of Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreement and the other Loan Documents, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict between this Trademark Security Agreement and the Credit Agreement, the terms of the Credit Agreement shall control;

(b) Notwithstanding anything to the contrary herein or in any of the other Loan Documents, if any Event of Default under the Credit Agreement or any other Loan Document shall have occurred and be continuing and following written notice to the Grantor, in addition to any and all other rights and remedies that Administrative Agent may have in the Credit Agreement, in any other Loan Document or at law, the Grantor hereby constitutes and appoints Administrative Agent and any officer, agent or employee thereof, with full power of substitution, as its true and lawful attorney-in-fact, with full power and authority in the place and stead of the Grantor and in the name of the Grantor or Administrative Agent's own name or the name of Administrative Agent's designee, all lawful acts of said attorney being hereby ratified and confirmed, except to the extent any of the same constitute gross negligence or willful misconduct, and such power being coupled with an interest is irrevocable until the Maturity Date, upon the occurrence of a Default or an Event of Default: (i) to complete, date, execute and file or cause to be filed the Assignment attached hereto as Exhibit A and incorporated hereby by reference (the "Assignment") in the United States Patent and Trademark Office and in all other applicable offices, and to execute and deliver any and all documents and instruments which may be necessary or desirable to accomplish the purpose of the Assignment; (ii) to collect proceeds from the Trademarks (including, by way of example, license royalties and proceeds of infringement suits); (iii) to convey in any transaction authorized by the Credit Agreement, any goods covered by the registrations listed on Schedule I to any purchaser thereof; (iv) to make payment or discharge taxes or liens levied or placed upon or threatened against any goods covered by the registrations listed on Schedule I, the legality or validity thereof and the amounts necessary to discharge the same to be

determined by Administrative Agent, in its sole discretion, and such payments made by Administrative Agent to become the obligations of the Grantor to Administrative Agent, due and payable immediately, without demand.

4. This Trademark Security Agreement shall be governed in accordance with the laws of the state of New York and the United States of America.

[SIGNATURE PAGE FOLLOWS]

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS

"Westmore®" trademark registered with U.S. Patent & Trademark Office under Registration No. 2,913,666 owned by Seller

"Black Dog®" trademark registered with U.S. Patent & Trademark Office under Registration No. 3,773,270 owned by Seller

"Designer's Edge®" trademark registered with U.S. Patent & Trademark Office under Registration No. 3,741,007 and owned by Seller

"Eternity Finish®" trademark registered with U.S. Patent & Trademark Office under Registration No. 2,759,463 and owned by Seller

Blue Ultra trademark logo registered with applicable Chinese governmental entity under Registration No. 5661028

EXHIBIT A

ASSIGNMENT OF TRADEMARKS AND GOODWILL

THIS ASSIGNMENT OF TRADEMARKS AND GOODWILL dated the ____ day of _____, 20__ from Howard Berger Co., Inc., a New York corporation, with an office at 324A Half Acre Road, Cranbury, New Jersey 08512 (the "Assignor"), to JPMorgan Chase Bank, N.A., (the "Assignee"), recites and provides:

WHEREAS, Assignor is the owner of certain U.S. trademarks and service marks and the registrations and applications to register therefor listed in Schedule 1 hereto ("Trademarks"); and

WHEREAS, Assignee desires to obtain for itself as agent and as agent for the Lenders all of the Assignor's right, title and interest in all such Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Assignor hereby grants, assigns and conveys to Assignee, its successors and assigns, the entire right, title and interest of the Assignor in and to the Trademarks, including without limitation all proceeds thereof (such as, by way of example, license royalties and proceeds of infringement suits), and the right to sue for past, present and future infringements, together with the goodwill of the business symbolized by and connected with the use of the Trademarks. The Assignor acknowledges that, pursuant to the Loan Documents, dated as of September 30, 2008, between Assignor and Assignee, Assignor granted to Assignee a security interest in and lien upon the assets of Assignor associated with the business conducted under the Trademarks.

The Assignor further agrees to execute such further instruments and documents and perform such further acts as Assignee may deem necessary to secure to Assignee the rights herein conveyed.

[SIGNATURE PAGE FOLLOWS]

