

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
Vena Cava LLC		03/01/2012	LIMITED LIABILITY COMPANY: NEW YORK
RECEIVING PARTY DATA			
Name:	LF USA Inc.		
Street Address:	1359 Broadway, 21st Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10018		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4038447	VIVA VENA	
Registration Number:	3138261	VENA CAVA	
CORRESPONDENCE DATA			
Fax Number:	(212)632-5555		
Phone:	(212) 632-5500		
Email:	ccantarella@salans.com, aagati@salans.com, bakers@salans.com, TRADEMARKS@SALANS.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:	Claudia Cantarella		
Address Line 1:	SALANS LLP		
Address Line 2:	Rockefeller Center, 620 Fifth Avenue		
Address Line 4:	New York, NEW YORK 10020-2457		
ATTORNEY DOCKET NUMBER:	0208586.0064		
NAME OF SUBMITTER:	Claudia Cantarella		

TRADEMARK

Signature:	/claudia cantarella/
Date:	03/05/2012
Total Attachments: 6 source=2081635-V4-Trademark Security Agreement for Vena Cava license (2)#page1.tif source=2081635-V4-Trademark Security Agreement for Vena Cava license (2)#page2.tif source=2081635-V4-Trademark Security Agreement for Vena Cava license (2)#page3.tif source=2081635-V4-Trademark Security Agreement for Vena Cava license (2)#page4.tif source=2081635-V4-Trademark Security Agreement for Vena Cava license (2)#page5.tif source=2081635-V4-Trademark Security Agreement for Vena Cava license (2)#page6.tif	

TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of March 1, 2012, as it may be amended, restated, supplemented or otherwise modified from time to time (this "**Security Agreement**") is made by and between **Vena Cava LLC**, a New York limited liability company ("**Licensor**" or "**Grantor**") in favor of **LF USA Inc.**, a Delaware corporation ("**LF**"), (together with its successors and permitted assigns, the "**Grantee**") (collectively "**Parties**").

WHEREAS, Grantee and Grantor have entered into that certain License Agreement (the "**License Agreement**"), dated of even date herewith and incorporated herein by reference, by and between Grantee and Grantor in accordance with the terms thereof, providing for, among other things, monetary payment by LF to Licensor (the "**Payment**"), for the purpose of satisfying certain Licensor Obligations (defined below) subject to the terms and conditions set forth therein; and

WHEREAS, it is a condition under the License Agreement that Grantor executes and delivers to Grantee a Security Agreement, dated of even date herewith, pursuant to which Grantor grants to Grantee a security interest in the Trademark Collateral (as defined below).

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

SECTION 1. DEFINED TERMS

Capitalized terms used herein and not otherwise defined shall have the meanings assigned thereto in the License Agreement. In addition, the following terms have the meanings set forth below:

"**Obligations**" refers to all obligations, financial and otherwise, of Licensor and/or the Owners, set forth in the License Agreement.

SECTION 2. GRANT OF SECURITY INTEREST

SECTION 2.1 Grant of Security. In order to secure, among other things, all Obligations of Licensor and Owners under the License Agreement, in consideration of the Payment and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor hereby irrevocably pledges and assigns to the Grantee, for the benefit of the Grantee, a continuing first priority security interest in, with power of sale to the extent permitted by law, all of Grantor's right, title and interest in and to the following (collectively, the "**Trademark Collateral**"):

(a) all United States and foreign trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now owned or existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection

therewith, including registrations and registration applications in the United States Patent and Trademark Office or any State of the United States, and all extensions or renewals thereof, including the trademarks (the "**Marks**") listed in Exhibit A hereto, and (b) all goodwill associated therewith or symbolized thereby, and (c) the right to sue or otherwise recover for any past, present and future infringement, dilution or other violation of any of the foregoing or for any injury to the related goodwill, and (d) all proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages, and proceeds of suit now or hereafter due and/or payable with respect thereto, and (e) all other rights of any kind accruing under subclauses (a)(b)(c) and (d) or pertaining thereto throughout the world; and

(b) all right, title, and interest, now owned, existing, or hereafter adopted or acquired in and to the domain name www.venacava.com, including, but not limited to, all trademark rights related thereto (if any) and all goodwill associated therewith and all rights to control and/or develop any website, launch and maintain an e-commerce platform, and work with third parties such as service providers and developers in conjunction with the aforementioned rights.

Except (i) with Grantee's prior written consent, (ii) for licenses of the Marks in the ordinary course of Grantor's business consistent with past practices, or (iii) as permitted hereunder, Grantor will not (x) mortgage, pledge, assign, encumber, grant a security interest in, transfer or alienate any of the Trademark Collateral or (y) enter into any agreement that is inconsistent with Grantor's obligations under this Security Agreement.

SECTION 2.2 Certain Limited Exclusions. Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2.1 hereof attach to any "intent-to-use" application for registration of a trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

SECTION 3. VALID SECURITY INTEREST

This Security Agreement creates valid security interests in favor of the Grantee in the Trademark Collateral, as security for the Obligations. Upon the filing of UCC financing statements with the New York Secretary of State listing the Grantor as a "debtor" and the Grantee as "secured party" and the Trademark Collateral as collateral, the security interest of the Grantee in the Trademark Collateral will be a perfected first priority security interest.

SECTION 4. FURTHER ASSURANCES

Grantor agrees that it shall do, execute, acknowledge and deliver, all acts, agreements, instruments, consents, notices and assurances as may be requested by Grantee, at Grantee's sole cost, to further effect and evidence this Security Agreement and enforcement of the same hereunder and the transactions contemplated hereby.

SECTION 5. NO SALE

Grantor will not sell or otherwise dispose of any Trademark Collateral, or any interest therein (including, without limitation, pursuant to any license with respect thereto) without the Grantee's prior written consent.

SECTION 6. RECORDATION

This Security Agreement has been executed and delivered by Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. Grantor hereby authorizes and requests that the Commissioner of Patents and Trademarks record this Security Agreement, at Grantee's sole cost.

SECTION 7. TERMINATION

Upon the termination of the License Agreement, the lien hereunder shall terminate and Grantee shall promptly file within five (5) business days terminations of all UCC financing statements previously filed to perfect the lien hereunder and also execute, deliver and file such further releases and other documents as shall be reasonably requested by Grantor.

SECTION 8. GOVERNING LAW

THIS SECURITY AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

SECTION 9. COUNTERPARTS

This Security Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Security Agreement by facsimile transmission or other electronic means shall be effective as delivery of a manually executed counterpart hereof.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, Grantor has caused this Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

VENA CAVA LLC

By:

Name: SOPHIE BUHAI
Title: MEMBER

STATE OF NEW YORK)

ss.

COUNTY OF NEW YORK)

On this 2 day of March, 2012 before me personally appeared Sophie S. Buhai, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of VENA CAVA LLC, who being by me duly sworn did depose and say that he/she is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he/she acknowledged said instrument to be the free act and deed of said corporation.

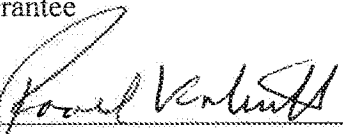
MARSHA ALI
Notary Public, State of New York
No. 01AL6252818
Qualified in Queens County
Commission Expires Dec. 12, 2015

Marsha Ali
Notary Public

My commission expires DEC 12th 2015

Accepted and Agreed:

LF USA Inc.
as Grantee

By: 

Name:

Title: Ronald Ventricelli
Chief Operating Officer, LF USA

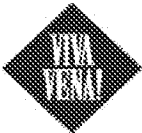
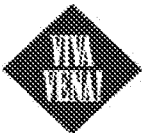
Revised document structure

TRADEMARK

REEL: 004730 FRAME: 0676

EXHIBIT A
to
TRADEMARK SECURITY AGREEMENT

MARKS

Mark	Country	Serial Number	Registration Number / Registration Date	International Class; Goods and Services
	United States	85263852	4038447 October 11, 2011	IC 025: Tops, t-shirts, shirts, dresses, leggings, pants, sweatshirts, sweatpants, shorts, skirts, jog warm-up suits
VENA CAVA	United States	78590953	3138261 September 5, 2006	IC 025: Clothing, namely, tops, shirts, T-shirts, sweatshirts, sweatpants, sweaters, shorts, pants, slacks, gowns, jeans, dresses, skirts, jog warm-up suits, swimwear, pajamas, underwear, hosiery, gloves, belts, coats, footwear, athletic uniforms, leotards, headwear, namely, hats and caps.
	Japan	2011-023232	5430532 August 5, 2011	IC 25 (Clothing)