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
Big M, Inc.		04/10/2012	CORPORATION: NEW JERSEY

RECEIVING PARTY DATA

Name:	Salus Captial 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: 37

Property Type	Number	Word Mark
Registration Number:	3310481	AFAZE
Registration Number:	1623075	AFAZE
Registration Number:	1718329	AFAZE
Registration Number:	3977787	I LOVE LABELS. I CRAVE SAVINGS. I SHOP ANNIE SEZ.
Registration Number:	4007521	INK NJ65458
Registration Number:	1089933	T. H. MANDY
Registration Number:	1195420	ANNIE SEZ
Registration Number:	1229811	ANNIESEZ:
Registration Number:	1484257	MANDEE
Registration Number:	1484258	MANDEE SHOP
Registration Number:	1484711	MANDEE SHOPS
Registration Number:	1484327	MANDEE
		ANNIE SEZ: THE RIGHT LOOK THE RIGHT LABEL THE RIGHT

OP $940.00 3310481

Registration Number:	1343602	PRICE
Registration Number:	1432542	ANNIE SEZ: IT'S NOT JUST A STORE, IT'S AN OBSESSION.
Registration Number:	1447629	FUSION
Registration Number:	1497214	ANNIE SEZ:
Registration Number:	1560220	ANNIE SEZ:
Registration Number:	1518061	ANNIE SEZ:
Registration Number:	1510201	FUSION SPORT
Registration Number:	2036626	ANNIE SEZ
Registration Number:	2018944	ANNIE SEZ YOU'RE NOT THE ONLY ONE WITH THE OBSESSION
Registration Number:	2121672	TENDER SECRETS
Registration Number:	2246244	ANNIE SEZ
Registration Number:	2301747	MANDEE SHOPS
Registration Number:	2295956	MANDEE
Registration Number:	2554846	MANDEE
Registration Number:	2631114	MANDEE TO THE RESCUE!
Registration Number:	2746260	M
Registration Number:	2781758	ANNIE SEZ
Registration Number:	2876832	FUSION
Registration Number:	3034062	TENDER SECRETS
Registration Number:	3062020	MANDEE TO THE RESCUE
Registration Number:	3369997	MUST BE MANDEE
Registration Number:	3290171	MANDEE
Registration Number:	3372733	FUSION
Registration Number:	3252535	FUSION JEANS
Registration Number:	3277978	FUSION DENIM

CORRESPONDENCE DATA

Fax Number: 6172485000

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

Email: tmadmin@choate.com

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:	2010280.0005

	Elizabeth A. Walker
Signature:	/Elizabeth A. Walker/
Date:	04/30/2012

Total Attachments: 25
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of April 10, 2012, is entered into between Big M, Inc., a New Jersey corporation with an address at 12 Vreeland Avenue, Totowa, NJ 07512 (the "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 (the "Lender") in consideration of the mutual covenants contained herein and benefits to be derived herefrom.

WITNESSETH:

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

WHEREAS, pursuant to the Credit Agreement, the Grantor and the Lender are executing or have executed that certain Security Agreement, dated as of the date hereof, by the Grantor in favor of the Lender for the benefit of the Lender and the other Credit Parties (as amended and in effect from time to time, the "Security Agreement");

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 as follows:

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

"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 A** 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 Collateral" shall have the meaning assigned to such term in Section 2 hereof.

"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 A** annexed hereto and made a part hereof.

2. Grant Of Security Interest: In furtherance and as confirmation of the Security Interest granted by the Grantor to the Lender under the Security Agreement, and as further security for the payment or performance in full of the Secured Obligations, the Grantor hereby ratifies such Security

Interest and grants to the Lender a continuing security interest 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 "Trademark Collateral"):

(a) All Trademarks and Trademark Licenses;

(b) All renewals of any of the foregoing;

(c) All General Intangibles connected with the use of, or related to, any and all Trademark Collateral (including, without limitation, all goodwill of the Grantor and its business, products and services appurtenant to, associated with, or symbolized by, any and all and the use thereof);

(d) 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 Trademark Licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof;

(e) All of the Grantor's rights corresponding to any of the foregoing throughout the world; and

(f) All Proceeds of any of the foregoing.

3. Protection Of Trademark Collateral By Grantor: Except as set forth below in this Section 3, the Grantor shall undertake the following with respect to the Trademark Collateral, to the extent commercially reasonable:

(a) Pay all renewal fees and other fees and costs associated with maintaining the Trademark Collateral and with the processing of the Trademark Collateral and take all other reasonable and necessary steps to maintain each registration of the material Trademark Collateral.

(b) Take all actions reasonably necessary to prevent any of the Trademark Collateral from becoming forfeited, abandoned, dedicated to the public, invalidated or impaired in any way except if the effect thereof could not reasonably be expected to have a Material Adverse Effect on the Grantor's business. Grantor shall not abandon any trademark registration or pending trademark registration that could reasonably be expected to have a Material Adverse Effect on the Grantor's business without the consent of the Lender, 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 reasonably be expected to have a Material Adverse Effect on the Grantor's business. The Grantor shall, at Grantor's sole commercially reasonable expense, promptly apply for and obtain all renewals or extensions of the 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 commercially reasonable cost, expense, and risk, take any and all action, which the Grantor reasonably requires to protect the Trademark Collateral from infringement, misappropriation or dilution, including, without limitation, the prosecution and defense of infringement actions.

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4. 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 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 A** and have been delivered to the Lender.

(b) Except as set forth in **EXHIBIT A**, none of the Trademark Collateral is the subject of any licensing or franchise agreement pursuant to which Grantor is the licensor or franchisor.

(c) All Trademark 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 Lender.

(d) The Grantor owns, or is licensed to use, all Trademark Collateral 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 Trademark Collateral or the validity or effectiveness of any of its Trademark Collateral, nor does Grantor know of any valid basis for any such claim, except as otherwise set forth in the Security Agreement. The Grantor shall have the duty to notify the Lender promptly of any such claim or infringement and the details thereof. To Grantor's knowledge, the use by the Grantor of the Trademark Collateral 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 Trademark Collateral in any respect that could reasonably be expected to have a Material Adverse Effect.

(e) The Grantor shall give the Lender 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 Trademark Collateral, or otherwise acquiring ownership of any newly registered Trademark Collateral;

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

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

(iv) The Grantor's knowing that any registration relating to any material Trademark Collateral 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 or any court or tribunal) regarding the Grantor's ownership of, or the validity of, any material Trademark Collateral or the Grantor's right to register the same or to own and maintain the same.

(f) 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.

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5. Agreement Applies To Future Trademark Collateral:

(a) The provisions of this Agreement shall automatically apply to any such additional property or rights described in Section 4(e), above, all of which shall be deemed to be and treated as "Trademark Collateral" within the meaning of this Agreement.

(b) Upon the reasonable request of the Lender, the Grantor shall execute, deliver, and have recorded any and all agreements, instruments, documents, and papers as the Lender may reasonably request to evidence the Lender's security interest in any Trademark and the goodwill and General Intangibles of the Grantor relating thereto or represented thereby (including, without limitation, filings with the PTO or any similar office), and the Grantor hereby constitutes the Lender 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 Lender'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 Lender to modify this Agreement, without the necessity of any Grantor's further approval or signature, by amending **EXHIBIT A** to include any such additional property or rights described in Section 4(e), above, to the extent the Lender provides written notice to the Grantor of any such modification within five (5) Business Days of such modification.

6. Grantor's Rights To Enforce Trademark Collateral: 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 Trademark Collateral including the right to seek injunctions and/or money damages, in an effort by the Grantor to protect the Trademark Collateral against encroachment by third parties, *provided, however*:

(a) The Grantor first provides the Lender with written notice of the Grantor's intention to so sue for enforcement of any Trademark Collateral; and

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

7. Lender's Actions To Protect Trademark Collateral: 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 Lender in writing, the Lender, 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 Lender'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 Trademarks in the United States that are material to Grantor's business or operations, the Grantor shall notify the Lender promptly of such infringement and shall take all reasonably necessary actions, as determined by exercise of its good faith business judgment, to obtain the cessation of such infringement and recover all damages resulting therefrom or to otherwise preserve the value of the Trademark to Grantor's business, including, after and during the continuance of an Event of Default which has not been expressly waived by Lender in writing, such action as the Lender deems reasonably necessary. If, after and during the continuance of an Event of Default which has not been expressly waived by Lender in writing, Grantor shall fail to take such action within fourteen (14) days after such notice is given to the Lender, the Lender 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 Lender 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.

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8. Rights Upon Default: Upon the occurrence and during the continuation of any Event of Default, which has not been waived in writing by Lender, the Lender 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 Trademark Collateral, in addition to which the Lender may sell, license, assign, transfer, or otherwise dispose of the Trademark Collateral. Any person may conclusively rely upon an affidavit of an officer of the Lender that an Event of Default has occurred and is continuing and that the Lender is authorized to exercise such rights and remedies. The Lender shall give to the Grantor at least thirty (30) 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 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 Lender in writing, the Grantor hereby grants to the Lender the right and exclusive license to make, have made, use and sell the marks disclosed and claimed in the Trademarks for the ratable benefit and account of the Lenders and the Lender.

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 Lender'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 Lender in writing, to take immediate possession of the Trademarks and exercise its rights with respect thereto.

The Lender shall not be required to marshal any present or future security for (including, but not limited to, this Agreement and the 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 Lender'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.

9. Lender 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 Lender, the Grantor irrevocably constitutes and designates the Lender 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 Lender 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 Trademark 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 Lender.

(c) The Lender shall not be obligated to do any of the acts or to exercise any of the powers authorized by Section 9(a), but if the Lender 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

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as to which there is a final determination made in a judicial proceeding (in which proceeding the Lender 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.

10. Lender's Rights: Any use by the Lender of the Trademark Collateral, as authorized hereunder in connection with the exercise of the Lender's rights and remedies under this Agreement and under the Security Agreement, shall be coextensive with the Grantor's rights thereunder and with respect thereto and without any liability for royalties or other related charges.

11. 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 Lender, 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 Lender may from time to time reasonably request, and shall take all such other action as the Lender may reasonably require to more completely vest in and assure to the Lender its rights hereunder or in any of the Trademarks, and the Grantor hereby irrevocably authorizes the Lender 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 Lender may deem appropriate. In the event that any rerecording or refiling (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 Lender.

Upon the occurrence and during the continuance of any Event of Default which has not been waived in writing by the Lender, the Grantor irrevocably constitutes and designates the Lender as such Grantor's attorney in fact, the Lender 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 Lender 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 Lender 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 Lender may include reference to Grantor 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 Lender.

In fulfilling its responsibility for the prosecution, defense, enforcement, or any other necessary or desirable actions in connection with the Trademarks, the Grantor shall hold the Lender harmless from any and all costs, damages, indebtedness, and expenses that may be incurred by the Lender (other than as a result of gross negligence, willful misconduct, intentional misconduct or fraud of the Lender) in connection with the Lender's interest in the 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 trademark counsel, as the case may be, acceptable to the Lender.

12. 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

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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 Lender may deem advisable. The Lender shall not have any duty as to the protection of the 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 Lender may exercise its rights with respect to the Trademarks without resorting or regard to other collateral or sources of reimbursement for liability. The Lender shall not be deemed to have waived any of its rights upon or under the Indebtedness or the Trademarks unless such waiver be in writing and signed by the Lender in accordance with the terms of the Security Agreement. No delay or omission on the part of the Lender in exercising any right shall operate as a waiver of any right on any future occasion. All rights and remedies of the Lender with respect to the Indebtedness or the Trademarks, whether evidenced hereby or by any other instrument or papers, shall be cumulative and may be exercised singularly or concurrently.

13. Releases: The Grantor and the Lender may from time to time agree in writing to the release of certain of the Trademarks from the security interest created hereby, and, in the case of Trademarks the Grantor proposes to abandon, the Lender agrees that, prior to an Event of Default, it will release its security interest in any Trademark Grantor proposes to abandon so long as such 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 Lender in writing, the Lender's consent will be required prior to any such release and abandonment.

14. 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 Lender in the Trademark Collateral with the PTO. 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 Lender, for the ratable benefit of the Credit Parties, under the Security Agreement. All provisions of the Security Agreement shall apply to the Trademark Collateral. The Lender shall have the same rights, remedies, powers, privileges and discretions with respect to the security interests created in the Trademark Collateral as in all other Collateral.

15. Miscellaneous:

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

(b) Any and all rights and interests of the Lender in and to the 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 Lender (and the obligations of the Grantor) in, to or with respect to the Collateral provided in or arising under or in connection with the Credit 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

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(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 Credit 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 Credit 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 Lender hereunder, inure to the benefit of the Lender 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 LENDER 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 LENDER 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 15 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 Lender, nor any representative, agent, or attorney of the Lender has represented, expressly or otherwise, that the Lender would not, in the event of litigation, seek to enforce the foregoing waivers and (ii) acknowledges that, in entering into the Credit Agreement and the other Loan Documents to which the Lender is a party, the Lender is relying upon, among other things, the waivers and certifications in this Section 15.

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

TRADEMARK
REEL: 004767 FRAME: 0298

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: BIG M, INC.

By: _____
Name: Alan W. Mandelbaum
Title: Chief Executive Officer

LENDER: SALUS CAPITAL PARTNERS, LLC.

By: _____
Name: Kyle C. Shonak
Title: Senior Vice President, Special Situations

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: BIG M, INC.

By: _____
Name: Alan W. Mandelbaum
Title: Chief Executive Officer

LENDER: SALUS CAPITAL PARTNERS, LLC.

By: _____
Name: Kyle C. Shonak
Title: Senior Vice President, Special Situations

TRADEMARK
REEL: 004767 FRAME: 0300

Exhibit A

AFAZE MARKS - UNITED STATES

MARK	REG NO	REG DATE	CL	GOODS OR SERVICES	STATUS AND REMARKS
AFAZE	3,310,481	10/16/2007	SM 35	Retail stores featuring women's sportswear, lingerie, pajamas, robes, belts, gloves, hats, mufflers, scarves, hosiery, shoes, handbags, hair accessories, jewelry, watches, sunglasses, picture frames and stationery.	Registered Section 8 & 15 due **10/16/12 - 10/16/2013** Renewal due **10/16/2017**
AFAZE	1,623,075	11/13/1990	SM 42	Retail cosmetic bags, cosmetic brushes, decorative perfume bottles, desk accessories, gift items, mirrors, picture frames, stationery, soaps, handbags, jewelry, key chains; and ladies' and men's belts, gloves, hats, mufflers, neckties, scarves, socks, sunglasses, watches	Registered Renewal due **11/13/2020**
AFAZE	1,718,329	9/22/1992	TM 26	Hair bands, hairclips and bows attached, hair combs for holding the hair in place, barrettes and bobby pins	Registered Renewal due **9/22/2012**

TRADEMARK
REEL: 004767 FRAME: 0302

AFAZE - FOREIGN

EUROPEAN UNION

MARK	REG. NO.	REG. DATE	CL	GOODS/SERVICES	STATUS
AFAZE	008129744	as of February 27, 2009 (the application date)	14	Precious metals and their alloys and goods in precious metals or coated therewith, not included in other classes; jewelry; costume jewelry; precious stones; semi-precious stones and man-made stones used as jewelry including artificial rubies and diamonds; horological and chronometric instruments; parts and fittings for the aforesaid goods.	Registered Renewal due **February 27, 2019** (10 years from application date)
			18	Leather and imitations of leather, and goods made of these materials and not included in other classes; trunks and travelling bags; handbags; tote bags; evening bags; book bags; athletic bags; backpacks; cosmetic bags; parts and fittings for the aforesaid goods.	
			25	Clothing; footwear; headgear; scarves	
			35	Store retail services, mail order retail services and electronic shopping retail services all connected with the sale of precious metals and their alloys and goods in precious metals or coated therewith, jewelry, costume jewelry, precious stones, semi-precious stones and man-made stones used as jewelry including artificial rubies and diamonds, horological and chronometric instruments, leather and imitations of leather, and goods made of these materials; trunks and travelling bags; handbags; tote bags; evening bags; book bags; athletic bags; backpacks; cosmetic bags; clothing; footwear; headgear and scarves; provision of business assistance in the establishment and operation of franchises; administration of the business affairs of franchises; business management consultancy services; information, advisory and consultancy services in relation to the aforesaid services	

BRAZIL

MARK	APP. NO.	APP. DATE	CL	GOODS/SERVICES	STATUS
AFAZE	830778578	11/3/2010	25	Clothing, footwear and accessories	Pending
AFAZE	830778551	11/3/2010	35	retail services, including sales made over the internet, featuring clothing, footwear and accessories, jewelry and jewelry boxes, wallets, purses, handbags and backpacks, hair clips and hair ornaments, cosmetics and cosmetic bags, soaps and perfumes, tattoos, sunglasses, candy, kitchen, bedroom and bath accessories, cameras, stationary items, pens, pencils, calendars, address books, notepads, albums, umbrellas, picture frames, toys, games and sporting goods, key chains, magnets, vases, candles, candle holders	Pending

TRADEMARK
REEL: 004767 FRAME: 0303

AFAZE MARKS - STATE

MARK	REG NO	REG DATE	CL	GOODS OR SERVICES	STATUS AND REMARKS
AFAZE	NY S21231 S17346, S17044, S12042	5/3/1990	SM 42	Used in connection with retail giftware store services and retail clothing and accessories store services, specifically for the sale of cosmetic bags, cosmetic brushes, decorative perfume bottles, desk accessories, etc.	Registered Assigned to Afaze Operating, Inc. Renewal due **5/3/2020**
AFAZE	NY R31608 R29476, R26126	5/3/1990	TM 3	Handbags, cosmetic bags, sunglasses, watches, jewelry, key chains, stationary, clothing, Lucite gift items, mirrors, picture frames, desk accessories, decorative perfume bottles, hair pieces	Registered Assigned to Afaze Operating, Inc. Renewal due **5/3/2020**
			14		
			16		
			18		
			20		
			25		
			26		
AFAZE	NJ 20187	6/23/2000	SM 35	Advertising and business	Registered Assigned to Afaze Operating, Inc. Renewal due **6/23/2015**
AFAZE	PA 2954758	7/28/2000	SM 35	Advertising and business	Registered Assigned to Afaze Operating, Inc. Renewal due **7/28/2015**

TRADEMARK
REEL: 004767 FRAME: 0304

MANDEE – UNITED STATES

MARK	REG NO	REG DATE	CL	GOODS OR SERVICES	STATUS AND REMARKS
Mandee	2,554,846	4/2/2002	TM 25	Women's clothing, namely, blouses, jackets, skirts, shorts, coats, dresses, socks and shoes	Registered Renewal due **4/2/2012**
Mandee	2,295,956	11/30/1999	SM 35	Retail stores services, featuring various items, namely, cosmetics, namely, nail polish, nail decorating pens, perfume, lipstick, lip pencil, mascara and eye liner pencil, and women's clothing, namely shirts, pants, jackets, vests, tee shirts, sweaters, handbags, scarves, stockings, slippers, shoes, boots, sneakers, belts, socks nightgowns and pajamas.	Registered Renewal due **11/30/2019**
MANDEE	3,290,171	9/11/2007	SM 35	Retail store services featuring cosmetics, namely, nail polish, nail decorating pens, perfume, lipstick, lip pencil, mascara and eyeliner pencil, tattoos, body glitter, bath gels, cleansing body scrub, bath salts, sunglasses, candy, dancy dishes, cameras, videotapes, jewelry, namely, earrings, pins, necklaces, rings and watches, stationery items, namely, pens, pencils, stationery, books calendars, daily planners, diaries, address books, date books, notepads, dictionaries and desk sets, photo albums, cosmetic bags, credit card cases, hat boxes, umbrellas, picture frames, hair clips, headbands, barrettes, towels, plush animals, plush toys, games, back packs, key chains, key cases, change purses, magnets, compact disc holders, vases, jewelry boxes, candles, candle holders	Registered Sec. 8 & 15 due between **9/11/12 - 9/11/13** Renewal due **9/11/2017**
MANDEE	1,484,257	4/12/1988	TM 18	Women's tote bags, handbags, wallets	Registered Renewal due **4/12/2018**
			SM 42	Retail store services featuring women's apparel and accessories	
MANDEE	1,484,327	4/12/1988	TM 25	Women's slacks, blouses, jackets, vests, capes, skirts, shorts, jumpers, swimsuits, coats, dresses, brassieres, girdles, slips, panties, gowns, peignoirs, pajamas, pantyhose, socks, scarves, hats and shoes	Registered Renewal due **4/12/2018**
m	2,746,260	8/5/2003	SM 35	Retail store services in the field of women's clothing and related accessories	Registered Renewal due **8/5/2013**
MANDEE SHOP	1,484,258	4/12/1988	SM 42	Retail Store Services Featuring Women's Apparel and Accessories	Registered Renewal due **4/12/2018**
MANDEE SHOPS	1,484,711	4/12/1988	SM 42	Retail Store Services Featuring Women's Apparel and Accessories	Registered Renewal due **4/12/2018**
Mandee Shops	2,301,747	12/21/1999	SM 35	retail store services, featuring women's apparel and accessories and plush animals and plush toys	Registered Renewal due **12/21/2019**
Mandee to the rescue!	2,631,114	10/8/2002	SM 35	Retail store services in the field of women's clothing and accessories	Registered Renewal due **10/8/2012**

TRADEMARK
REEL: 004767 FRAME: 0305

MARK	REG NO	REG DATE	CL	GOODS OR SERVICES	STATUS AND REMARKS
MANDEE TO THE RESCUE	3,062,020	2/28/2006	SM 35	retail store services, featuring women's clothing and accessories	Registered Renewal due **2/28/2016**
MUST BE MANDEE	3,369,997	1/15/2008	SM 35	Retail store services featuring women's clothing and accessories	Registered Sec. 8 & 15 due between **1/15/2013 – 1/15/2014** Renewal due **1/15/2018**
FUSION	1,447,629	7/14/1987	TM 25	articles of clothing, namely shirts, shorts and pants	Registered Renewal due **7/14/2017**
FUSION	3,372,733	1/22/2008	TM 25	Pants; Jeans; Shorts; Shirts; Blouses; Pullovers; Jackets; Coats; Sweaters; Dresses; Vests; Skirts; Hats; Shoes	Registered Section 8 & 15 due **1/22/2013 – 1/22/2014** Renewal due **1/22/2018**
			SM 35	Retail store services featuring women's clothing and accessories, namely, pants, jeans, shorts, shirts, blouses, pullovers, jackets, coats, sweaters, dresses, vests, skirts, hats and shoes	
FUSION	2,876,832	8/24/2004	TM 25	women's clothing and accessories, namely, bathing suits and sleepwear	Registered Renewal due **8/24/2014**
FUSION DENIM	3,277,978	8/7/2007	TM 25	Coats of denim; denim jackets; denims; jeans; knit shirts; pants; shorts; skirts; sweaters; women's shoes	Registered Section 8 & 15 due **8/7/2012 – 8/7/2013** Renewal due **8/7/2017**
FUSION JEANS	3,252,535	6/12/2007	TM 25	Denim jackets; Denims; Jeans; Pants; Tops	Registered Section 8 & 15 due **6/12/2012 – 6/12/2013** Renewal due **6/12/2017**
FUSION SPORT	1,510,201	10/25/1988	TM 25	articles of clothing, namely shirts, shorts and pants	Registered Renewal due **10/25/2018**
Tender Secrets	2,121,672	12/16/1997	TM 25	women's lingerie and women's pajamas	Registered Renewal due **12/16/2017**
TENDER SECRETS	3,034,062	12/27/2005	TM 25	women's lingerie and women's pajamas	Registered Renewal due **12/27/2015**
T. H. Mandy	1,089,933	4/18/1978	SM 42	retail store services featuring women's sportwear	Registered Renewal due **4/18/2018**
INK	4,007,521	8/2/2011	TM 25	Capri pants; Coats; Dress pants; Dress shirts; Dress suits; Dresses; Evening dresses; Evening gowns; Gowns; Jeans; Men's and women's jackets, coats, trousers, vests; Pants; Sandals; Sandals and beach shoes; Scarves; Shirts; Shoes; Skirts; Skirts and dresses; Sport coats; Sport shirts; T-shirts; Ties	Registered Section 8 & 15 due **8/2/2016 – 8/2/2017** Renewal due **6/12/2021**
CONCRETE KISS	Serial No. 85064403		TM 3	Bath oils for cosmetic purposes; Bath powder; Body and beauty care cosmetics; Colognes, perfumes and cosmetics; Cosmetic creams; Cosmetic creams for skin care; Cosmetic rouges; Cosmetic soaps; Cosmetics and make-up; Cosmetics in general, including perfumes; Cosmetics in the form of milks, lotions and emulsions; Cosmetics, namely, lip primer;	NOA issued 5/17/2011 **SOU due 11/17/2011**

REEL: 004767 FRAME: 0306
TRADEMARK

MARK	REG NO	REG DATE	CL	GOODS OR SERVICES	STATUS AND REMARKS
				Eyebrow cosmetics; Face creams for cosmetic use; Lotions for cosmetic purposes; Skin conditioning creams for cosmetic purposes	

TRADEMARK
REEL: 004767 FRAME: 0307

MANDEE - FOREIGN

BRAZIL

MARK	APP. NO.	APP. DATE	CL	GOODS/SERVICES	STATUS
MANDEE	830774629	10/25/2010	25	Clothing, footwear and accessories	Pending
MANDEE	830774637	10/25/2010	35	Retail services, including sales made over the internet, featuring clothing, footwear and accessories, jewelry and jewelry boxes, wallets, purses, handbags and backpacks, hair clips and hair ornaments, cosmetics and cosmetic bags, soaps and perfumes, tattoos, sunglasses, candy, kitchen, bedroom and bath accessories, cameras, stationery items, pens, pencils, calendars, address books, notepads, albums, umbrellas, picture frames, toys, games and sporting goods, key chains, magnets, vases, candles, candle holders	Pending

CHINA

MARK	REG. NO.	REG. DATE	CL	GOODS/SERVICES	STATUS
MANDEE in Chinese Characters	7968792	January 7, 2011	25	Women's slacks, blouses, jackets, vests, capes, skirts, shorts, jumpers, swimsuits, coats, dresses, brassieres, girdles, slips, panties, gowns, peignoirs, pajamas, pantyhose, socks, scarves, hats, shoes, underwear, panties, knickers, and outerwear, anoraks, raincoats, pinafores, sweaters, knit tops, knot bottoms, caps [headwear], leisure headwear, slippers, boots, denim wear, jeans, denim shirts, sweat pants, sweat shirt, fleece tops, fleece bottoms, velour tops, velour bottoms, yoga tops, yoga bottom, hosiery, thigh high hose, tights, pantyhose, gloves, sport suit	Registered Renewal due **January 6, 2021** (10 years from application date)

TRADEMARK
REEL: 004767 FRAME: 0308

MANDEE MARKS - STATE

MARK	REG NO	REG DATE	CL	GOODS OR SERVICES	STATUS AND REMARKS
MANDEE (written in script in blue lettering)	CT 9746	12/7/1995	SM 42	Retail store services featuring the sale of clothing, leather goods and women's/juniors accessories	Registered Renewal due **12/7/2015**
MANDEE (written in script in blue lettering)	IL 96126	6/2/2006	SM 35	Retail store services namely sale of women's clothing and accessories	Registered Renewal **6/2/2016**
MANDEE	FL T08000000039	1/9/2008	SM 35	Retail store services featuring women's clothing and accessories	Registered Renewal due **1/9/2013**
MANDEE	NJ 22287 (replaces 2356)	8/15/1980	SM 35	Advertising and Business	Registered Renewal due **9/26/2015**
MANDEE	NJ 4552	10/12/1983	TM 18	Goods - Leather and imitations of leather goods	Registered Renewal due **10/12/2013**
MANDEE	NJ 22288 (replaces 2353)	8/15/1980	TM 25	Goods - Clothing, including boots, shoes	Registered Renewal due **9/26/2015**
MANDEE	NY R30151 R27305, R21642	6/1/1983	TM 25	Used in connection with women's apparel	Registered Renewal due **6/1/2013**
MANDEE	NY S21454 S17163, S12159, S05783	9/9/1980	SM 35	Women's apparel and accessories including clothing, jewelry, scarves, hats, gloves, shoes, novelties, etc.	Registered Renewal due **9/9/2020**
MANDEE	NY R30153 R27424, R21979	10/13/1983	TM 25	Use in connection with women's totebags, handbags, wallets and accessories	Registered Renewal due **10/13/2013**
MANDEE	PA 970172	4/14/1987	SM 42	Used on exterior and interior store signage and in advertising. Retail services for clothing and leather goods.	Registered Renewal due **4/14/2012**
MANDEE	PA 970173	4/14/1987	TM 25	Women's clothing – labels and tags attached to the goods.	Registered Renewal due **4/14/2012**
MANDEE	PA 970174	4/14/1987	TM 18	Leather goods, handbags – used on hangtags attached to the goods	Registered Renewal due **4/14/2012**
MANDEE SHOP	NJ 22504	8/15/1980	SM 35	Advertising and business	Registered Renewal due **5/16/2016**
MANDEE SHOP	NJ 2357	8/15/1980	TM 25	Clothing, including boots, shoes	Registered Renewal due **9/15/2015**
			TM 39	Clothing	
MANDEE SHOP	NY S18368 S13548, S7407	6/1/1983	SM 35	Use in connection with retail store services featuring women's apparel and accessories	Registered Renewal due **6/1/2013**

TRADEMARK
REEL: 004767 FRAME: 0309

MARK	REG NO	REG DATE	CL	GOODS OR SERVICES	STATUS AND REMARKS
MANDEE SHOP	NY R30152 R27306, R21643	6/1/1983	TM 25	Used in connection with women's apparel	Registered Renewal due **6/1/2013**
MANDEE SHOPS	NJ 4160	5/3/1983	SM 35	Advertising and business	Registered Renewal due **5/3/2013**
MANDEE SHOPS	NY S18367 S13547, S7406	6/1/1983	SM 35	Used in connection with retail store services	Registered Renewal due **6/1/2013**

TRADEMARK
REEL: 004767 FRAME: 0310

ANNIE SEZ MARKS - UNITED STATES

MARK	REG NO	REG DATE	CL	GOODS OR SERVICES	STATUS AND REMARKS
Annie sez	1,195,420	5/11/1982	SM 42	Retail Store Services for Women's Clothing, Jewelry, Shoes and Novelties, and Men's Clothing, Jewelry, Shoes and Novelties	Registered Renewal due **5/11/12**
Annie sez	1,229,811	3/8/1983	TM 25	Women's and Men's Clothing-Namely, Slacks, Sweaters, Blouses, Skirts, Shirts, Pant Sets, Swim Wear, Coats, Dresses, Brassieres, Girdles, Slips, Panties, Gowns, Pajamas, Robes, Hats, Gloves, Scarves, Hats and Shoes	Registered Renewal due **3/8/13**
Annie sez:	1,560,220	10/10/1989	SM 42	retail clothing store services	Registered Renewal due **10/19/19**
Annie sez:	1,497,214	7/19/1988	SM 42	retail clothing store services	Registered Renewal due **7/19/18**
Annie sez:	1,518,061	12/27/1988	TM 25	slacks, sweaters, blouses, skirts, shirts, pant sets, swim wear, coats, dresses, brassieres, girdles, slips, panties, gowns, pajamas, robes, hats, gloves, [scarves, hats,] and shoes	Registered Renewal due **12/27/18**
Annie sez	2,246,244	5/18/1999	SM 35	retail store services, featuring various items; including women's clothing and accessories; plush stuffed animals and plush toys; biscuits; candy; candles; bath/shower gel; non-metal jewelry boxes; cosmetic bags; hat storage boxes; letter holders, notepads, diaries, datebooks, calendars and other stationery items; decorative stickers; table cloths, beach towels; towels and napkins; picture frames; holiday, decorative and dried/silk flower wreaths; sleeping, beach and decorative pillows; massage implements; pet bowls; sunglasses; metal key chains; suitcases; blankets, sheets, comforters, pillow cases, shams and other bedding products; salt and pepper shakers and other miscellaneous dinnerware products; silicone form pads for women's brassieres; golf club maintenance kits; cookbooks; joke books; sachet; instructional dance/exercise videos; aromatherapy music, holiday music and pop music cassettes and compact discs; paint sets; cameras; birdhouses; wind chimes; swiss army knives; and perfumes	Registered Renewal due **5/18/19**
Annie sez	2,036,626	2/11/1997	SM 42	retail store services featuring clothing, leather goods, and women's accessories	Registered Renewal due **2/11/17**
ANNIE SEZ	2,781,758	11/11/2003	SM 35	retail store services, featuring various items, namely-- women's clothing and accessories; plush stuffed animals and plush toys; biscuits; candy; candles; bath / shower gel; non-metal jewelry boxes; cosmetic bags; storage boxes; letters holders, notepads, diaries, datebooks, calendars and other stationery items; decorative stickers; table cloths, beach towels; towels and napkins; picture frames; holiday, decorative and dried / silk flower wreaths; sleeping, beach and decorative pillows; massage implements; pet bowls; sunglasses; metal key chains; suitcases; blankets, sheets, comforters, pillow cases, shams and other bedding products; salt and pepper shakers and other miscellaneous dinnerware products; silicone form pads for women's brassieres; golf club maintenance kits; cookbooks; joke books; sachet; instructional dance / exercise videos; aromatherapy music, holiday music and pop music cassettes and compact discs; paint sets; cameras; birdhouses; wind chimes; swiss army knives; and perfumes	Registered Renewal due **11/11/13**

TRADEMARK
REEL: 004767 FRAME: 0311

MARK	REG NO	REG DATE	CL	GOODS OR SERVICES	STATUS AND REMARKS
Annie sez You're not the only one with the Obsession	2,018,944	11/26/1996	SM 42	retail store services featuring clothing, leather goods and women's accessories	Registered Renewal due **11/26/16**
Annie sez: IT'S NOT JUST A STORE, IT'S AN OBSESSION.	1,432,542	3/10/1987	SM 42	retail store services featuring the sale of clothing and leather goods	Registered Renewal due **3/10/17**
Annie sez: The Right Look• The Right Label• The Right Price	1,343,602	6/18/1985	SM 42	retail store services in the field of clothing and leather goods	Registered Renewal due **6/18/15**
I LOVE LABELS. I CRAVE SAVINGS. I SHOP ANNIE SEZ.	3,977,787	6/14/2011	SM 35	Retail store services featuring various items, namely women's clothing and accessories; handbags; scarves; shoes; jewelry; jewelry boxes; food; plush stuffed animals and plush toys; candles; bath/shower gel; cosmetic bags; storage boxes; stationary items; beach towels; picture frames; holiday and gift items; wreaths; pillows; massage implements; sunglasses; metal key chains; suitcases; miscellaneous dinnerware products; books; sachet; instructional dance/exercise videos; music; and perfumes	Registered Renewal due 6/14/2021

TRADEMARK
REEL: 004767 FRAME: 0312

ANNIE SEZ MARKS - STATE

MARK	REG NO	REG DATE	CL	GOODS OR SERVICES	STATUS AND REMARKS
Annie sez:	NJ 2355	8/15/1990	SM 35	Advertising and business	Registered Renewal due **9/15/2015**
	NJ 2355	8/15/1990	SM 42	Miscellaneous	Registered Renewal due **9/15/2015**
Annie Sez	NJ 22283	8/15/1990	TM 25	Clothing, including boots, shoes	Registered Renewal due **9/22/2015**
Annie sez	NY S21453 S17162, S12153, S05785	9/9/1980	SM 35	Women's apparel and accessories, including clothing, jewelry, scarves, hats, gloves, shoes, novelties, etc.	Registered Renewal due **9/9/2020**
Annie sez:	PA 970176	4/14/1987	SM 35	Retail store services featuring clothing and leather goods. Used on store signage and advertising	Registered Renewal due **4/14/2012**
Annie sez:	PA 970177	4/14/1987	TM 25	The mark "Annie sez:" which is attached to the goods (women's clothing) as a label or tag.	Registered Renewal due **4/14/2012**
Annie sez:	PA 970175	4/14/1987	TM 18	The mark "Annie sez:" which is attached to the goods (leather goods, handbags) as a label or tag.	Registered Renewal due **4/14/2012**
Annie Sez:	MD 1997/00310	11/2/1987	SM 53	Miscellaneous To be used in connection with retail services for clothing and leather goods	Registered Renewal due **11/2/2017**
Annie sez	MD 1997-00311	10/22/1987	TM 39	Clothing To be used in connection with the manufacture and/or sale of women's clothing	Registered Renewal due **10/22/2017**
Annie sez:	MD 1997-00312	10/22/1987	TM 3	Baggage, animal equipment, portfolios and pocketbooks To be used in connection with the manufacture and/or sale of leather goods and handbags	Registered Renewal due **10/22/2017**
Annie sez:	CT 9747	12/12/1995	SM 40	Retail store services featuring the sale of clothing, leather goods, and women's accessories	Registered Renewal due **12/7/2015**
Annie sez	NJ 13502	8/24/1995	SM 35	Advertising and business Retail store services featuring the sale of clothing, leather goods, and women's accessories	Registered Renewal due **8/24/2015**
Annie sez	NY S 19362 S-14779	9/22/1995	SM 35	Advertising and business	Registered Renewal due **9/22/2015**

REEL: 004767 FRAME: 0313
TRADEMARK

MARK	REG NO	REG DATE	CL	GOODS OR SERVICES	STATUS AND REMARKS
Annie sez	CT 9705	11/8/1995	SM 42	Retail store services featuring the sale of clothing, leather goods, and women's accessories	Registered Renewal due **11/8/2015**
Annie sez	DE 2006-0610410	4/15/1996	SM 42	Retail store services featuring the sale of clothing, leather goods and women's accessories	Registered Renewal due **4/15/2016**
Annie sez	MD 1996-00025	9/12/1996	SM 53	Miscellaneous	Registered Renewal due **9/11/2015**
Annie sez	PA 2651979	8/16/1995	SM 35	Advertising and business	Registered Renewal due **8/16/2015**
Annie sez	MI M05887	4/8/2005	SM 101	Retail store services featuring the sale of women's clothing and accessories	Registered Renewal due **4/8/2015**
Annie sez	FL T06000001636	12/18/2006	SM 35	Advertising and business Retail store services featuring women's clothing and accessories	Registered Renewal due **12/18/2016**
Annie sez You're not the only one with the Obsession	NJ 13503	8/24/1995	SM 35	Advertising and business Retail store services featuring the sale of clothing, leather goods	Registered Renewal due **8/24/2015**
Annie sez You're not the only one with the Obsession	NY S-19315 S14778	9/22/1995	SM 35	Advertising and business Retail store services featuring the sale of clothing, leather goods and women's accessories	Registered Renewal due **9/22/2015**
	DE 2006-0648014	4/15/1996			Registered Renewal due **9/22/2015**
Annie sez You're not the only one with the Obsession	MD 1996-00015	9/5/1996	SM 53	Miscellaneous To be used in connection with retail store services featuring sale of clothing, leather goods and women's accessories	Registered Renewal due **9/5/2016**
Annie sez: IT'S NOT JUST A STORE, IT'S AN OBSESSION.	NJ 14599	4/30/1987	SM 42	Miscellaneous	Registered Renewal due **4/30/2012**

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MARK	REG NO	REG DATE	CL	GOODS OR SERVICES	STATUS AND REMARKS
Annie sez: IT'S NOT JUST A STORE, IT'S AN OBSESSION.	NY S-19911 S15627, S-10035	5/14/1987	SM 42	Retail services for clothing and leather goods	Registered Renewal due **5/14/2017**
Annie sez: IT'S NOT JUST A STORE, IT'S AN OBSESSION.	CT 9832	2/16/1996	SM 42	Retail store services featuring the sale of clothing, leather goods and women's accessories	Registered Renewal due **2/16/2016**
Annie sez: IT'S NOT JUST A STORE, IT'S AN OBSESSION.	MD 1998-00405	2/9/1988	SM 53	Miscellaneous Retail service for clothing and leather goods	Registered Renewal due **1/25/2018**
Annie sez: IT'S NOT JUST A STORE, IT'S AN OBSESSION.	PA 970178	4/11/1987	SM 42	Retail store services for clothing and leather goods	Registered Renewal due **4/14/2012**
Annie sez: The Right Look • The Right Label • The Right Price	NJ 7643	3/7/1986	SM 35	Advertising and business Clothing and leather goods	Registered Renewal due **3/7/2016**
Annie sez: The Right Look • The Right Label • The Right Price	NY S-19947 S10114	6/10/1987	SM 42	Clothing and leather goods retail service	Registered Renewal due **6/10/2017**
UPSTAIRS At Annie Sez	NJ 8030	6/23/1988	SM 100	Miscellaneous	Registered Renewal due **6/23/2013**
TROVARÉ	2,956,724	5/31/2005	TM 14	costume jewelry, namely-- rings, toe rings, ear rings, bracelets, necklaces and pins	Registered Renewal due **5/31/2015**
			TM 26	hair accessories, namely-- hair bands, hair wraps, hair scrunchies, hair bows, hair clips, claw clips and barrettes	
TROVARE	3,415,417	4/22/2008	TM 25	Sweaters; Knit shirts; Blouses; Skirts	Registered Section 8 & 15 due **4/22/2013 – 4/22/2014** Renewal due **4/22/2018**

RECORDED: 04/30/2012 REEL: 004767 FRAME: 0315 TRADEMARK