

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
MARCH FISHER JR BRAND LLC		05/01/2012	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	MILBERG FACTORS, INC.		
Street Address:	99 Park Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10016		
Entity Type:	INC. ASSOCIATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	85467441	PINK & PEPPER	
CORRESPONDENCE DATA			
Fax Number:	6175269899		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	617.526.9600		
Email:	oandrews@proskauer.com		
Correspondent Name:	Proskauer Rose LLP		
Address Line 1:	One International Place		
Address Line 4:	Boston, MASSACHUSETTS 02110		
ATTORNEY DOCKET NUMBER:	52290.0002		
NAME OF SUBMITTER:	Patrick J. Myers		
Signature:	/Patrick J. Myers/		

Date:

05/11/2012

Total Attachments: 18

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TRADEMARK COLLATERAL SECURITY AGREEMENT

THIS AGREEMENT ("Agreement") is made on the 15th day of May, 2012, by and between MARC FISHER JR BRAND LLC, a limited liability company organized under the laws of the State of Delaware having its principal place of business at 777 West Putnam, Greenwich, Connecticut 06830 (the "Company") and MILBERG FACTORS, INC., a Delaware corporation, having its principal place of business at 99 Park Avenue, New York, New York 10016 ("Factor").

BACKGROUND

WHEREAS in order to induce Factor (a) to refrain from terminating at this time (i) a certain Factoring Agreement bearing the effective date of July 16, 2009 (together with all present and future modifications, supplements and amendments thereto, the "Marc Fisher Factoring Agreement") with Marc Fisher LLC ("Marc Fisher"), a Delaware limited liability company with an address at 777 West Putnam, Greenwich, Connecticut 06830, (ii) a certain Factoring Agreement bearing the effective date of July 16, 2009 (together with all present and future modifications, supplements and amendments thereto, the "Fisher Licensing Factoring Agreement") with Fisher Licensing LLC ("Fisher Licensing"), a Delaware limited liability company with an address at 777 West Putnam, Greenwich, Connecticut 06830, (iii) a certain Factoring Agreement bearing the effective date of July 16, 2009 (together with all present and future modifications, supplements and amendments thereto, the "MB Fisher Factoring Agreement") with M.B. Fisher LLC ("MB Fisher"), a Delaware limited liability company with an address at 777 West Putnam, Greenwich, Connecticut 06830, (iv) a certain Factoring Agreement bearing the effective date of July 16, 2009 (together with all present and future modifications, supplements and amendments thereto, the "Unisa Fisher Wholesale Factoring Agreement") with Unisa Fisher Wholesale LLC ("Unisa Fisher Wholesale"), a Delaware limited liability company with an address at 777 West Putnam, Greenwich, Connecticut 06830, (v) a certain Factoring Agreement bearing the effective date of July 16, 2009 (together with all present and future modifications, supplements and amendments thereto, the "Fisher Sigerson Morrison Factoring Agreement") with Fisher Sigerson Morrison LLC ("Fisher Sigerson Morrison"), a Delaware limited liability company with an address at 28 Prince Street, New York, New York 10012, (vi) a certain Factoring Agreement bearing the effective date of November 29, 2010 (together with all present and future modifications, supplements and amendments thereto, the "Marc Fisher Holdings Factoring Agreement") with Marc Fisher Holdings LLC ("Marc Fisher Holdings"), a Delaware limited liability company with an address at 777 West Putnam, Greenwich, Connecticut 06830, (vii) a certain Factoring Agreement bearing the effective date of August 11, 2011 (together with all present and future modifications, supplements and amendments thereto, the "MBF Holdings Wyoming Factoring Agreement") with MBF Holdings LLC ("MBF Holdings Wyoming"), a Wyoming limited liability company with an address at 777 West Putnam, Greenwich, Connecticut 06830, (viii) a certain Factoring Agreement bearing the effective date of August 11, 2011 (together with all present and future modifications, supplements and amendments thereto, the "Fisher Design Factoring Agreement") with Fisher Design LLC ("Fisher Design"), a Delaware limited liability company with an address at 777 West Putnam, Greenwich, Connecticut 06830 and (ix) a certain Factoring Agreement bearing the effective date of August 11, 2011 (together with all present and future modifications, supplements and amendments thereto, the "MBF Licensing Factoring Agreement") with MBF Licensing LLC (together with Marc Fisher, Fisher Licensing, MB Fisher, Unisa Fisher Wholesale, Fisher Sigerson Morrison, Marc Fisher Holdings, MBF Holdings Wyoming and Fisher Design, each an "Other Fisher Client" and collectively, the "Other Fisher Clients"), a Delaware limited liability company with an address at 777 West Putnam, Greenwich, Connecticut 06830 and (b) to enter into a certain Factoring Agreement bearing the effective date of May 1, 2012 (together with all present and future modifications, supplements and amendments thereto, the "Company Factoring Agreement"; and together with the Marc Fisher Factoring Agreement, the Fisher Licensing Factoring Agreement, the MB Fisher Factoring Agreement, the Unisa

Fisher Wholesale Factoring Agreement, the Fisher Sigerson Morrison Factoring Agreement, the Marc Fisher Holdings Factoring Agreement, the MBF Holdings Wyoming Factoring Agreement, the Fisher Design Factoring Agreement and the MBF Licensing Factoring Agreement, each a "Factoring Agreement" and collectively, the "Factoring Agreements") with the Company, and/or in consideration of any loans, advances, payment, extensions of credit, benefits or financial accommodations heretofore or hereafter made, granted or extended by you or which you have or will become obligated to make, grant or extend to or for the account of the Company and/or any of the Other Fisher Clients, its and their affiliates, predecessors, successors and assigns, the undersigned Company, being an affiliate of each of the Other Fisher Clients and having a direct economic interest in the business and financial well-being of each of the Other Fisher Clients, and being materially interested in each of the Other Fisher Clients receiving the benefits available under their respective Factoring Agreements, the Company has executed and delivered to the Factor an unlimited Guaranty dated the date hereof (the "Guaranty"), pursuant to which the Company has guaranteed the due performance of all of the Other Fisher Clients' respective obligations to Factor, including but not limited to the prompt and complete payment when due to Factor with interest of any and all sums which may be presently due and owing or which shall in the future become due and owing to Factor from each Other Fisher Client; and

WHEREAS, in order to secure the Company's obligations to Factor, as well as the prompt and complete payment when due, and the observance and performance, of all of the obligations of every kind and nature owing to Factor by Company, whether under the Company Factoring Agreement, the Guaranty or otherwise (the "Obligations"), the Factor has required, as a condition precedent to its entering into the Factoring Agreement, that the Company execute and deliver this Agreement granting to the Factor a lien and security interest in the Company's Trademarks (as defined herein).

NOW, THEREFORE, in consideration of the premises, Company and Factor hereby agree as follows:

1. Defined Terms. All capitalized terms used herein which are not otherwise defined herein shall have the meanings given to them in the Company Factoring Agreement and the following terms shall have the following meanings, unless the context otherwise requires:

"Code" shall mean the Uniform Commercial Code as the same may from time to time be in effect in the State of New York.

"Collateral" shall have the meaning assigned to it in Section 2 of this Agreement.

"Event of Default" shall mean the occurrence of an Event of Default as defined in any of the Factoring Agreements.

"Licenses" shall mean all trademark license agreements and distributor agreements of Company, worldwide, whether or not designated on Schedule I hereto, as any of the same may from time to time be amended, modified or supplemented.

"Proceeds" shall have the meaning assigned to it under Section 9-102 of the Code, and in any event, shall include, but not be limited to, (i) any and all proceeds of any insurance, indemnity, warranty or guarantee payable to Company from time to time with respect to any of the Collateral, (ii) any and all payments (in any form whatsoever) made or due and payable to Company from time to time in connection with any requisition, confiscation, condemnation, seizure or forfeiture of all or any part of the Collateral by any governmental body, authority, bureau or agency (or any person acting under color of governmental authority), and (iii) any and all other amounts from time to time paid or payable under or in connection with any of the Collateral.

“Trademarks” shall mean the registered trademarks and pending applications shown in the attached Schedule A, and those additional trademarks which are hereafter adopted or acquired by Company (whether or not listed on Schedule A), and all right, title and interest therein and thereto, and all registrations, applications, and recordings thereof, including, without limitation, applications, registrations and recordings in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof, or any foreign country, all whether now owned or hereafter acquired by Company.

2. Grant of Security Interest. As collateral security for the prompt payment of the Obligations, Company hereby grants and conveys to Factor a security interest in and to (a) the entire right, title and interest of Company in and to the Trademarks, including the registrations and applications appurtenant thereto, listed in Schedule A hereto (as such schedule may be amended pursuant hereto from time to time), and in and to any and all trademarks, and registrations and applications appurtenant thereto, hereafter acquired or filed by Company, including without limitation all renewals thereof, all proceeds of infringement suits, the rights to sue for past, present and future infringements and all rights corresponding thereto and the goodwill of the business to which each of the Trademarks relates and (b) all of Company’s right, title and interest in, to and under the following:

(i) all Licenses;

(ii) all Accounts, contract rights and General Intangibles arising under or relating to each and every License (including, without limitation, (A) all moneys due and to become due under any License, (B) any damages arising out of or for breach or default in respect of any such License, (C) all other amounts from time to time paid or payable under or in connection with any such License, and (D) the right of Company to terminate any such License or to perform and to exercise all remedies thereunder); and

(iii) to the extent not otherwise included, all Proceeds and products of any or all of the foregoing. All of the property referred to in this paragraph 2 is hereafter collectively called the “Collateral.”

3. Representations and Warranties. Company covenants and warrants that:

(a) the Trademarks are subsisting and have not been adjudged invalid or unenforceable in whole or in part;

(b) each of the Trademarks is valid and enforceable;

(c) there is no outstanding claim that the use of any of the Trademarks violates the rights of any third person;

(d) Company is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Trademarks, free and clear of any liens, charges and encumbrances (including without limitation pledges, assignments, licenses, registered user agreements and covenants by Company not to sue third persons), except for the Licenses disclosed on Schedule I attached hereto;

(e) Company has the right to enter into this Agreement and perform its terms;

(f) Company has used, and will continue to use for the duration of this Agreement, proper statutory notice, where appropriate, in connection with its use of the Trademarks; and

(g) Company has used, and will continue to use for the duration of this Agreement, consistent standards of quality in its manufacture of products sold under the Trademarks.

4. New Trademarks.

(a) If, before the Obligations shall have been irrevocably paid in full, Company shall obtain rights to any new Trademarks or become entitled to the benefit of any trademark application or trademark for any reissue, division, continuation, renewal, extension, or continuation in part of any Trademark or any improvement on any Trademark, or Company enters into a new Licenses, then the provisions of paragraph 2 shall automatically apply thereto and Company shall give Factor prompt written notice thereof.

(b) Company grants Factor a power-of-attorney, irrevocable so long as any one of the Factoring Agreements is in existence, to modify this Agreement by amending Schedule A and Schedule I to include any future trademarks, including trademark registrations or applications appurtenant thereto, and any future Licenses, covered by this Agreement.

5. Covenants. Company covenants and agrees with Factor that from and after the date of this Agreement and until the Obligations are fully satisfied:

(a) Further Documentation; Pledge of Instruments. At any time and from time to time, upon the written request of Factor, Company will promptly and duly execute and deliver any and all such further instruments and documents and take such further action as Factor may reasonably deem desirable in obtaining the full benefits of this Agreement and of the rights and powers herein granted, including, without limitation, the filing of any financing, continuation or similar statements under the Code with respect to the liens and security interests granted hereby. Company also hereby authorizes Factor to file any such financing or continuation statement without the signature of Company to the extent permitted by applicable law. If any amount payable under or in connection with any of the Collateral shall be or become evidenced by any promissory note or other instrument, such note or instrument shall be immediately pledged to Factor hereunder, duly endorsed in a manner satisfactory to Factor.

(b) Maintenance of Trademarks. Company will not do any act, or omit to do any act, whereby the Trademarks or any registration or application appurtenant thereto, may become abandoned, invalidated, unenforceable, avoided, avoidable, or will otherwise diminish in value, and shall notify Factor immediately if it knows of any reason or has reason to know of any ground under which this result may occur. Company shall take appropriate action at its expense to halt the infringement of the Trademarks and shall properly exercise its duty to control the nature and quality of the goods offered by any licensees or distributors in connection with the Licenses.

(c) Indemnification. (i) Company assumes all responsibility and liability arising from the use of the Trademarks, and Company hereby indemnifies and holds Factor harmless from and against any claim, suit, loss, damage or expense (including reasonable attorneys' fees) arising out of Company's operations of its business from the use of the Trademarks.

(ii) In any suit, proceeding or action brought by Factor under any License for any sum owing thereunder, or to enforce any provisions of such License, Company will indemnify and keep Factor harmless from and against all expense, loss or damage suffered by reason of any defense, set off, counterclaim, recoupment or reduction or liability whatsoever

of the obligee thereunder, arising out of a breach by Company of any obligation thereunder or arising out of any other agreement, indebtedness or liability at any time owing to or in favor of such obligee or its successors from Company, and all such obligations of Company shall be and remain enforceable against and only against Company and shall not be enforceable against Factor.

(d) Limitation of Liens on Collateral. Company will not create, permit or suffer to exist, and will defend the Collateral against and take such other action as is necessary to remove any lien, security interest, encumbrance, claim or right in or to the Collateral, and will defend the right, title and interest of Factor in and to any of Company's rights under any License and to the Proceeds thereof against the claims and demands of all persons whomever.

(e) Limitations on Modifications of Licenses. Company will not amend, modify, terminate or waive any provision of any License in any manner which might materially adversely affect the value of such License or the Trademarks as Collateral.

(f) Notices. Company will advise Factor promptly, in reasonable detail, (i) of any lien or claim made or asserted against any of the Collateral, (ii) of any material change in the composition of the Collateral and (iii) of the occurrence of any other event which would have a material adverse effect on the value of any of the Collateral or on the security interests created hereunder.

(g) Limitation on Further Uses of Trademarks. Company will not assign, sell, mortgage, lease, transfer, pledge, hypothecate, grant a security interest in or lien upon, encumber, grant an exclusive or non-exclusive license, or otherwise dispose of any of the Collateral, without prior written consent of Factor.

(h) Exercise of Rights; Delivery of Notices. Company shall (i) exercise promptly and diligently each and every material right which it may have under each License (other than any right of termination) and (ii) deliver to Factor a copy of each material demand, notice or document sent or received by it relating in any way to any License or Trademark.

(i) Notification of Licensees. At any time after an Event of Default, or in the event Factor determines in its sole discretion that any Other Fisher Client's or the Company's financial condition so warrants, Factor may notify any one or more of the licensees or distributors under the Licenses to make all payments due thereunder directly to Factor, and Factor may endorse all items of payment received by it which are payable to the Company. In addition, the Company agrees that upon request of Factor from time to time, it will deliver to Factor signed but undated letters of notification addressed to each licensee and distributor under each License, in such form as Factor may reasonably request, advising the said licensees and distributors to make all subsequent payments under their respective Licenses directly to Factor (which funds Factor will apply in its sole discretion to the Company's or any Other Fisher Client's account as provided in the corresponding Factoring Agreement). Factor is authorized to date such letters, to deliver them to the appropriate licensee and distributor and to otherwise deal with and communicate with such licensee and distributor as Factor in its sole discretion may determine in order to maximize the monies to be realized by Factor under the Licenses.

6. Factor's Appointment as Attorney-in-Fact.

(a) Company hereby irrevocably constitutes and appoints Factor and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full irrevocable power and authority in the place and stead of Company and in the name of Company or in its own name, from time to time in Factor's discretion, for the purposes of carrying out the terms of this

Agreement, to take any and all appropriate action and to execute any and all documents and instruments which may be necessary or desirable to accomplish the purposes of this Agreement and, without limiting the generality of the foregoing, hereby gives Factor the power and right, on behalf of Company, to do the following:

(i) Upon the occurrence and continuance of an Event of Default, to ask, demand, collect, receive and give acquittances and receipts for any and all moneys due and to become due under any License and, in the name of Company or its own name or otherwise, to take possession of and endorse and collect any checks, drafts, notes, acceptances or other instruments for the payment of moneys due under any License and to file any claim or to take any other action or proceeding in any court of law or equity or otherwise deemed appropriate by Factor for the purpose of collecting any and all such moneys due under any License whenever payable;

(ii) To pay or discharge taxes, liens, security interests or other encumbrances levied or placed on or threatened against the Collateral, to effect any repairs or any insurance called for by the terms of this Agreement and to pay all or any part of the premiums therefor and the costs thereof;

(iii) Upon the occurrence and continuance of an Event of Default, (A) to direct any party liable for any payment under any of the Licenses to make payment of any and all moneys due and to become due thereunder directly to Factor or as Factor shall direct; (B) to receive payment of and receipt for any and all moneys, claims and other amounts due and to become due at any time in respect of or arising out of any Collateral; (C) to commence and prosecute any suits, actions or proceedings at law or in equity in any court of competent jurisdiction to collect the Collateral or any part thereof and to enforce any other right in respect of any Collateral; (D) to defend any suit, action or proceeding brought against Company with respect to any Collateral; (E) to settle, compromise, or adjust any suit, action or proceeding described above and, in connection therewith, to give such discharges or releases as Factor may deem appropriate; and (F) generally to sell, transfer, pledge, make any agreement with respect to or otherwise deal with any of the Collateral as fully and completely as though Factor were the absolute owner thereof for all purposes, and to do, at Factor's option all acts and things which Factor deems necessary to protect, preserve or realize upon the Collateral and Factor's security interest therein, in order to effect the intent of this Agreement, all as fully and effectively as Company might do; and

(iv) At any time after an Event of Default, or in the event Factor determines in its sole discretion that any Other Fisher Client's or the Company's financial condition so warrants, to notify any one or more of the licensees and distributors under the Licenses to make all payments due thereunder directly to Factor, to endorse all items of payment received by it which are payable to the Company and to otherwise deal with and communicate with such licensee as Factor in its sole discretion may determine in order to maximize the monies to be realized by Factor under the Licenses.

(b) This power of attorney is a power coupled with an interest and shall be irrevocable. Notwithstanding the foregoing, Company further agrees to execute any additional documents which Factor may require in order to confirm this power of attorney, or which Factor may deem necessary to enforce any of its rights contained in this Agreement.

(c) The powers conferred on Factor hereunder are solely to protect its interests in the Collateral and shall not impose any duty upon it to exercise any such powers. Factor shall

be accountable only for amounts that it actually receives as a result of the exercise of such powers and neither it nor any of its officers, directors, employees or agents shall be responsible to Company for any act or failure to act, except for its own gross (not mere) negligence or willful misconduct.

(d) Company also authorizes Factor to execute, in connection with the sale provided for in paragraph 9(b) of this Agreement, any endorsements, assignments or other instruments of conveyance or transfer with respect to the Collateral.

7. Execution of Power of Attorney. Concurrently with the execution and delivery hereof, Company shall execute and deliver to Factor, in the form of Exhibit I hereto, three (3) originals of a Power of Attorney for the implementation of the assignment, sale or other disposal of the Trademarks pursuant to paragraph 6 hereof.

8. Performance by Factor of Company's Obligations. If Company fails to perform or comply with any of its agreements contained herein and Factor, as provided for by the terms of this Agreement, shall itself perform or comply, or otherwise cause performance or compliance, with such agreement, the expenses of Factor incurred in connection with such performance or compliance shall be payable by Company to Factor on demand and shall constitute Obligations secured hereby.

9. Remedies, Rights Upon Event of Default.

(a) If an Event of Default shall occur and be continuing:

(i) All payments received by Company under or in connection with any of the Collateral shall be held by Company in trust for Factor, shall be segregated from other funds of Company and shall forthwith upon receipt by Company, be turned over to Factor, in the same form as received by Company (duly indorsed by Company to Factor, if required); and

(ii) Any and all such payments so received by Factor (whether from Company or otherwise) may, in the sole discretion of Factor, be held by Factor as collateral security for, and/or then or at any time thereafter applied in whole or in part by Factor against all or any part of the Obligations in such order as Factor shall elect. Any balance of such payments held by Factor and remaining after payment in full of all the Obligations shall be paid over to Company or to whomsoever may be lawfully entitled to receive the same.

(b) If any Event of Default shall occur and be continuing, Factor may exercise in addition to all other rights and remedies granted to it in this Agreement and in any other instrument or agreement securing, evidencing or relating to the Obligations, all rights and remedies of a secured party under the Code. Company shall remain liable for any deficiency if the proceeds of any sale or disposition of the Collateral are insufficient to pay all amounts to which Factor is entitled. Company shall also be liable for the reasonable fees of any attorneys employed by Factor to collect any such deficiency and also as to any reasonable attorney's fees incurred by Factor with respect to the collection of any of the Obligations and the enforcement of any of Factor's respective rights hereunder.

10. Termination. At such time as the Obligations are irrevocably satisfied in full and each of the Factoring Agreements and the Guaranty is irrevocably terminated, this Agreement shall terminate and Factor shall execute and deliver to Company all such releases, deeds, assignments and other instruments as may be necessary or proper to re-vest in Company full title to the Trademarks, subject to any disposition thereof which may have been made by Factor pursuant hereto.

11. Notices. Any notice to Factor or Company under this Agreement shall be given in the manner and to the parties designated in the Guaranty.

12. No Waiver. No course of dealing between Company and Factor, nor any failure to exercise, nor any delay in exercising, on the part of Factor, any right, power or privilege hereunder, under any Factoring Agreement or under the Guaranty shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

13. Cumulative Remedies. All of Factor's rights and remedies with respect to the Collateral, whether established hereby, by any Factoring Agreement or by the Guaranty, or by any other agreements or by law, shall be cumulative and may be exercised singularly or concurrently.

14. Severability. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

15. No Modification Except in Writing. No amendment or waiver of any provision of this Agreement shall be effective unless the same shall be in writing executed by the parties hereto.

16. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of Company and Factor, all future holders of the Obligations and their respective successors and assigns, except that Company may not assign or transfer any of its rights or obligations under this Agreement without the prior written consent of Factor.

17. Governing Law; Waiver of Jury Trial. This Agreement and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of the State of New York. EACH PARTY TO THIS AGREEMENT HEREBY EXPRESSLY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION (A) ARISING UNDER THIS AGREEMENT OR ANY OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HEREWITH, OR (B) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO OR ANY OF THEM WITH RESPECT TO THIS AGREEMENT OR ANY OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HEREWITH, OR THE TRANSACTIONS RELATED HERETO OR THERETO IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER SOUNDING IN CONTRACT OR TORT OR OTHERWISE. EACH PARTY HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY, AND THAT ANY PARTY TO THIS AGREEMENT MAY FILE AN ORIGINAL, COUNTERPART OR A COPY OF THIS SECTION WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENTS OF THE PARTIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY. EACH PARTY AGREES THAT ALL ACTIONS AND PROCEEDINGS RELATING DIRECTLY OR INDIRECTLY TO THIS AGREEMENT SHALL BE LITIGATED IN THE FEDERAL DISTRICT COURT OF THE SOUTHERN DISTRICT OF NEW YORK OR, AT SECURED PARTY'S OPTION, IN ANY OTHER COURT LOCATED IN NEW YORK STATE, IN THE COUNTY OF NEW YORK, AND EACH PARTY SUBMITS TO THE PERSONAL JURISDICTION OF SUCH COURT.

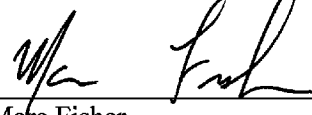
18. Headings. Section headings in this Agreement are included herein for convenience of reference only and shall not constitute a part of this Agreement for any other purpose.

19 Counterparts; Facsimile. This Agreement may be executed by the parties hereto in one or more counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one and the same agreement. Any signature delivered by a party by facsimile transmission shall be deemed to be an original signature hereto.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement under seal as of the day and year first above written.

MARC FISHER JR BRAND LLC

By: 
Name: Marc Fisher
Title: Manager

MILBERG FACTORS, INC.

By: 
Name: William A. Zisfein
Title: Senior Vice President

STATE OF Connecticut)
) ss.:
COUNTY OF Fairfield)

On the 13th day of April, 2012, before me, the undersigned, a notary public in and for said state, personally appeared Marc Fisher, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



Barbara E. Elwood
Notary Public
My Commission Expires:
September 30, 2012

EXHIBIT I

SPECIAL POWER OF ATTORNEY

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

KNOW ALL MEN BY THESE PRESENTS, MARC FISHER JR BRAND LLC, a Delaware limited liability company, having a principal place of business at 777 West Putnam, Greenwich, Connecticut 06830 ("Company"), pursuant to a Trademark Collateral Security Agreement (as amended, modified, restated or supplemented from time to time, the "Agreement"), hereby appoints and constitutes MILBERG FACTORS, INC., a Delaware corporation, having its principal place of business at 99 Park Avenue, New York, New York 10016 (the "Factor"), its true and lawful attorney, with full power of substitution, and with full power and authority to perform the following acts on behalf of Company:

1. Assigning, selling or otherwise disposing of all right, title and interest of Company in and to the Trademarks listed on Schedule A of the Agreement, the trademarks which are added to the same subsequent hereto, and all registrations and recordings thereof, and all pending applications therefor, recording, registering and filing of, or accomplishing any other formality with respect to the foregoing, and executing and delivering any and all agreements, documents, instruments of assignment or other papers necessary or advisable to effect such purpose;

2. Executing any and all documents, statements, certificates or other papers necessary or advisable in order to obtain the purposes described above or in the Agreement as Factor may in its sole discretion determine.

This power of attorney is made pursuant to the Agreement and may not be revoked until the payment in full of all Obligations (as defined in the Agreement) and the irrevocable termination of the Agreement.

Dated: _____, 20____

MARC FISHER JR BRAND LLC

By: _____
Name: Marc Fisher
Title: Manager

STATE OF _____)
) ss.:
COUNTY OF _____)

On the ___ day of _____, _____, before me, the undersigned, a notary public in and for said state, personally appeared Marc Fisher, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public
My Commission Expires:

SCHEDULE A

TRADEMARKS

Registered Trademarks in and Pending Applications before the
United States Patent and Trademark Office

TRADEMARK	APPLICATION NUMBER	APPLICATION DATE	REGISTRATION NUMBER	REGISTRATION DATE
Pink & Pepper	85467441	11/8/2011	N/A	N/A

SCHEDULE I

LICENSES

None.

TRADEMARK ASSIGNMENT OF SECURITY

WHEREAS, MARC FISHER JR BRAND LLC, a limited liability company organized under the laws of the State of Delaware, located at 777 West Putnam, Greenwich, Connecticut 06830 (the "Company"), has adopted, used and is using the marks shown in the attached Schedule A (the "Marks"), for which there are registrations and/or applications in the United States Patent and Trademark Office under the numbers shown in the attached Schedule A; and

WHEREAS, Company is obligated to MILBERG FACTORS, INC. ("Factor") pursuant to a certain Trademark Collateral Security Agreement, dated the date hereof, by Company in favor of Factor (as such may be amended, modified, restated or supplemented from time to time, the "Agreement"); and

WHEREAS, pursuant to the Agreement, Company is granting to Factor a security interest in the Marks, the goodwill of the business symbolized by the Marks, and the registrations and applications therefor.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Company does hereby assign unto Factor and grant to Factor a security interest in and to the Marks, together with the goodwill of the business symbolized by the Marks, and registrations and applications therefor, which assignment and security interest shall secure all the Obligations as defined in the Agreement and in accordance with the terms and provisions thereof.

Company expressly acknowledges and affirms that the rights and remedies of Factor with respect to the assignment and security interest granted hereby are more fully set forth in the Agreement.

Dated: New York, New York

May 1, 2012

MARC FISHER JR BRAND LLC

By: 

Name: Marc Fisher

Title: Manager

SCHEDULE A

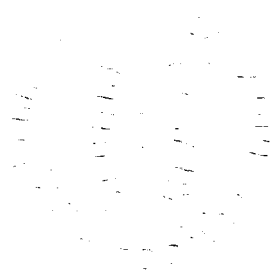
to a Trademark Assignment of Security dated May 1, 2013 by and between
MARC FISHER JR BRAND LLC and MILBERG FACTORS, INC.

**Registered Trademarks And Pending Applications Before The
United States Patent and Trademark Office**

TRADEMARK	APPLICATION NUMBER	APPLICATION DATE	REGISTRATION NUMBER	REGISTRATION DATE
Pink & Pepper	85467441	11/8/2011	N/A	N/A

STATE OF Connecticut)
) ss.:
COUNTY OF Fairfield)

On the 13th day of April, 2012, before me, the undersigned, a notary public in and for said state, personally appeared Marc Fisher, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



Barbara E. Wood
Notary Public
My Commission Expires:
September 30, 2012