

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
LDLA Clothing LLC dba Living Doll L.A.		05/16/2012	LIMITED LIABILITY COMPANY: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Merchant Factors Corp.		
Street Address:	1430 Broadway		
Internal Address:	18th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10018		
Entity Type:	CORPORATION: NEW YORK		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	77881077	LIVING DOLL	
Serial Number:	77881073	LIVING DOLL	
Serial Number:	85258524	ABOUT A GIRL	
CORRESPONDENCE DATA			
Fax Number:	818279099		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	8188279000		
Email:	agrabell@ebg-law.com		
Correspondent Name:	J. Alison Grabell		
Address Line 1:	c/o EBG LLP, 31650 Oxnard Street		
Address Line 2:	Suite 500		
Address Line 4:	Woodland Hills, CALIFORNIA 91367		
ATTORNEY DOCKET NUMBER:	3092.000.01		

CH \$90.00 77881077

NAME OF SUBMITTER:	J. Alison Grabell
Signature:	/J. Alison Grabell/
Date:	06/06/2012
Total Attachments: 6 source=LDLA TM Security Interest#page1.tif source=LDLA TM Security Interest#page2.tif source=LDLA TM Security Interest#page3.tif source=LDLA TM Security Interest#page4.tif source=LDLA TM Security Interest#page5.tif source=LDLA TM Security Interest#page6.tif	

**GRANT OF SECURITY INTEREST IN AND MORTGAGE OF
UNITED STATES TRADEMARKS**

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, **LDLA Clothing LLC dba Living Doll L.A.**, a California limited liability company with its principal place of business at 5741 Rickenbacker Road, City of Commerce, California 90040 ("Grantor"), hereby assigns, grants and mortgages to **Merchant Factors Corp.**, a New York corporation with offices at 1430 Broadway, 18th Floor, New York, New York, 10018 and 800 South Figueroa Street, Suite 730, Los Angeles California ("Grantee"), a collateral security interest in and a general lien upon, and a conditional assignment of the following (collectively referred to herein as the "Collateral"): (a) all of Grantors' right, title and interest in and to, and arising after the date hereof, the United States trademarks, trademark registrations and trademark applications (the "Trademarks") set forth on Schedule A attached hereto and as amended, supplemented or modified from time to time; (b) the goodwill of the business of Grantor symbolized by each of the Trademarks; (c) in each case, together with all proceeds as set forth in the Agreement (as defined below); and (d) all causes of action arising prior to or after the date hereof for infringement of any of the Trademarks, claim of unfair competition and related causes of action regarding the same.

THIS SECURITY AGREEMENT is entered into to secure the full and prompt performance and payment of all the Obligations of the Grantors, as such term is defined in the Intellectual Property Trademark Collateral Assignment and Security Agreement between the Grantors and the Grantee, dated as of May 16, 2012 (as amended from time to time, the "Agreement"). Upon the occurrence of an Event of Default, as that term is defined in the Agreement, Grantee shall exercise its rights and remedies with respect to the Collateral. This Security Agreement has been entered into in conjunction with the trademark collateral assignment and security interest granted to the Grantee under the Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Security Agreement are deemed to conflict with the Agreement, the provisions of the Agreement shall govern.

The undersigned have executed this Security Agreement as of 5 16, 2012.

**LDLA CLOTHING LLC
dba LIVING DOLL L.A.**

By: Richard Schwartz
Name: Richard Schwartz
Title: CEO, MEMBER

MERCHANT FACTORS CORP.

By: [Signature]
Name: Dennis M. Mendi
Title: EVP

EXHIBIT B
TO
INTELLECTUAL PROPERTY COLLATERAL ASSIGNMENT
AND SECURITY AGREEMENT

LICENSES

None

EXHIBIT A

TRADEMARKS AND TRADEMARK APPLICATIONS

<u>MARK</u>	<u>SERIAL NO.</u>	<u>STATUS</u>	<u>CLASS</u>
LIVING DOLL	77881077	Allowed	25
LIVING DOLL	77881073	Allowed	14
ABOUT A GIRL	85258524	Allowed	25

STATE OF CALIFORNIA

COUNTY OF Los Angeles

On May 16th, 2012, before me, RICHARD M. ROSENTHAL

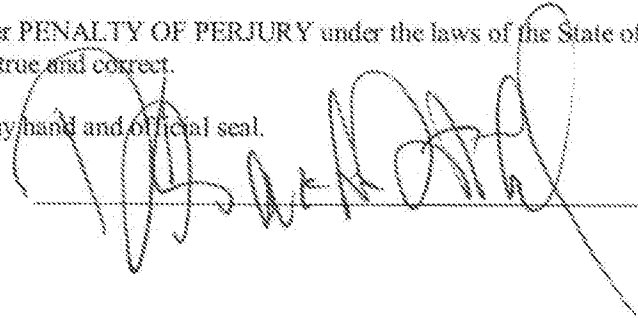
personally appeared Richard SWARTZ

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)

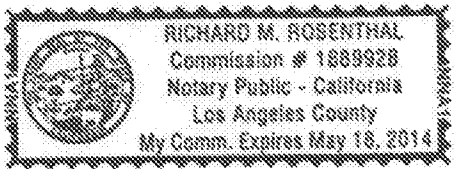


EXHIBIT C
TO
INTELLECTUAL PROPERTY COLLATERAL ASSIGNMENT
AND SECURITY AGREEMENT

SPECIAL POWER OF ATTORNEY

STATE OF CALIFORNIA)

) ss:

COUNTY OF VENTURA)

KNOW ALL MEN BY THESE PRESENTS, that **LDLA Clothing LLC dba Living Doll L.A.**, a California limited liability company with its principal place of business at ~~3475 A Pied Blvd., Los Angeles, California 90023~~ ("LDLA") hereby appoints and constitutes **Merchant Factors Corp.**, a New York corporation with offices at 1430 Broadway, 18th Floor, New York, New York, 10018 and 800 South Figueroa Street, Suite 730, Los Angeles California ("Merchant"), and each officer thereof, LDLA's true and lawful attorney, with full power of substitution and with full power and authority to perform the following acts on behalf of LDLA:

1. Execution and delivery of any and all agreements, documents, instrument of assignment, or other papers which Merchant, in its discretion, deems necessary or advisable for the purpose of assigning, selling, or otherwise disposing of all right, title, and interest of LDLA in and to any Trademarks/Copyrights (as defined in the Agreement) and all registrations, recordings, reissues, extensions, and renewals thereof, or for the purpose of recording, registering and filing of, or accomplishing any other formality with respect to the foregoing.

2. Execution and delivery of any and all documents, statements, certificates or other papers which Merchant, in its discretion, deems necessary or advisable to further the purposes described in Subparagraph 1 hereof.

This Power of Attorney is made pursuant to an Intellectual Property Collateral Assignment and Security Agreement, dated as of the date hereof, between LDLA and Merchant (the "Agreement") and is subject to the terms and provisions thereof. This Power of Attorney, being coupled with an interest, is irrevocable until all "Obligations," as such term is defined in the Agreement, are paid in full and the Agreement is terminated in writing by Merchant.

Dated: May 16, 2012

LDLA CLOTHING LLC dba LIVING DOLL L.A.

By: Richard Swartz
Name: Richard Swartz
Title: CFO, member

* 5741 RICKENBALKER RD COMMERCE, CA 94046

STATE OF CALIFORNIA

COUNTY OF Los Angeles

On May 16th, before me, RICHARD M. ROSENTHAL

personally appeared RICHARD DEWOLFE

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Handwritten Signature]

(Seal)

