

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
POSHBRANDS, LLC		06/14/2012	LIMITED LIABILITY COMPANY: VIRGINIA

RECEIVING PARTY DATA

Name:	Union First Market Bank
Street Address:	1051 E. Cary Street
Internal Address:	Suite 1200
City:	Richmond
State/Country:	VIRGINIA
Postal Code:	23219
Entity Type:	CORPORATION: VIRGINIA

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Serial Number:	77486735	POSHTOTS
Serial Number:	77486738	POSHTOTS
Serial Number:	77508211	POSHLIVING
Serial Number:	77905408	POSHTOTS
Serial Number:	77211749	POSHCRAVINGS
Serial Number:	77966707	THE MOST EXTRAORDINARY CHILDREN'S FURNISHINGS IN THE WORLD!
Serial Number:	85495578	POSHTOTS
Serial Number:	78243917	POSHTOTS
Serial Number:	78665819	POSHLIVING

CORRESPONDENCE DATA

Fax Number: 8046982230

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

OP \$240.00 77486735

via US Mail.

Phone: 804-775-7871
Email: kgokey@mcguirewoods.com
Correspondent Name: Kymberleigh B. Gokey
Address Line 1: 901 E. Cary Street
Address Line 4: Richmond, VIRGINIA 23219

NAME OF SUBMITTER:	Kymberleigh Gokey
Signature:	/kymberleigh gokey/
Date:	06/14/2012

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT ("Security Agreement") entered into as of June ^H 2012 by and between UNION FIRST MARKET BANK ("Bank") and POSHBRANDS, LLC, a Virginia limited liability company with a place of business at 9510 Osbourne Turnpike, Richmond, Virginia 23231 (the "Grantor"), in connection with the Loan Documents (as hereinafter defined).

WHEREAS, the Bank has extended credit to and made certain financial accommodations for, the Grantor and its affiliate, Posh Ventures, LLC, a Virginia limited liability company ("Ventures"), pursuant to (a) that certain Promissory Note made by Ventures dated as of February 6, 2009, (b) that certain Commercial Guaranty executed by Grantor for the benefit of the Bank dated as of February 6, 2009, (c) that certain Commercial Security Agreement executed by Ventures for the benefit of the Bank dated as of March 20, 2009, (d) that certain Commercial Security Agreement executed by the Grantor for the benefit of the Bank dated on or about the date of this Security Agreement, and (e) certain other loan documents executed in connection with the obligations described therein (collectively, as any of the foregoing documents may have been modified, amended or replaced from time to time, the "Loan Documents");

WHEREAS, the Pledgor, Ventures and the Bank have agreed that the Grantor will grant a security interest in certain of its business assets to the Bank to secure the obligations described in the Loan Documents, specifically including, without limitation, those assets described in this Security Agreement; and

WHEREAS, the Grantor represents that it now possesses the sole and complete ownership rights to the business assets to be secured by this Security Agreement and that it has not granted a security interest or otherwise pledged, mortgaged, transferred, assigned or licensed any part of its rights in said business assets to any party other than the Bank;

NOW THEREFORE, in consideration of the promises set forth in this Security Agreement, the aforementioned Loan Documents and for other good and valuable consideration, receipt of which is hereby acknowledged, the Bank and the Grantor agrees as follows:

Section 1.01. Grant of Security Interest. In order to secure the complete and timely satisfaction of all of the duties and obligations owing from the Grantor to the Bank as set forth in the Loan Documents, the Grantor hereby pledges, mortgages and grants a first-priority security interest to the Bank in and to all trademarks, trademark registrations and trademark applications and the goodwill underlying those trademarks of the Grantor, including but not limited to those set forth in Exhibit 2 and (a) any similar marks or amendments, modifications and renewals thereof and the goodwill represented by those trademarks thereon and any legal equivalent in a foreign country for the full term or terms for which the same may be granted; (b) all rights to income, royalties, profits, damages, or other rights relating to said trademarks including the right to sue for past, present or future infringement; and (c) any other rights and benefits relating to said trademarks including any rights as a licensor of said trademark ("Trademarks").

Section 2.01. No Liens, etc. The Grantor agrees that it will not, without the prior written consent of the Bank, assign or transfer, pledge, mortgage, license or allow a security interest or lien to be taken by anyone other than the Bank in said Trademarks or take any other acts which are contrary to or inconsistent with the rights granted to the Bank in this Security Agreement and will not cease the use of any Trademark or take any action or fail to take any action which will result in the cancellation or expiration of any of the Trademark registrations covered by this Security Agreement without the prior written agreement of the Bank.

Section 3.01. Grantor's Obligation to Maintain and Enforce Rights. The Grantor further agrees that it has the obligation, at its own cost, unless otherwise consented to in writing by the Bank:

(1) To take all actions necessary to properly maintain and renew all registrations for Trademarks which are or may become subject to the Security Agreement for the full term or terms allowed by law including but not limited to the appropriate and timely payment of any required fees and the appropriate and timely filing of any documents or declarations necessary to maintain and renew said registrations for Trademarks (including the filing of a declaration of incontestability under § 15 of the United States Trademark Act where possible) which may be necessary or appropriate under applicable law.

(2) To file new applications to register and protect under applicable law all Trademarks acquired by the Grantor but for which applications have not previously been filed or to take all other actions necessary to cause registrations for Trademarks to be issued as a result of said applications.

(3) To protect such Trademarks from infringement, unfair competition or dilution or damage by all appropriate actions including the commencement of legal action to prevent and recover damages for said infringement and to defend such Trademarks from claims of infringement, unfair competition or damage including the defense or any legal actions making such claims.

Section 4.01. Reporting Requirements. Upon request, the Grantor agrees to provide written reports to the Bank informing it of: (a) the status of all Trademarks subject to this Security Agreement including any new trademark registrations, trademark registrations, trademark applications or related licenses; and (b) any other actions taken by the Grantor in connection with the Trademarks.

Section 5.01. After Acquired Property. If the Grantor shall obtain rights to or become entitled to the benefit of any new trademarks, registered trademarks, trademark applications or licenses before its obligations to the Bank as set forth in this Security Agreement have been satisfied in full, the provisions of this Security Agreement shall automatically apply thereto and the Grantor hereby authorizes the Bank to modify or update this Security Agreement accordingly.

Section 6.01. Events of Default. The failure by the Grantor to perform any of the terms or conditions of this Security Agreement or the terms and conditions of the Loan Documents shall constitute a material default. Upon the occurrence of such a default and upon the receipt by the Grantor of appropriate written notice from the Bank, the Grantor hereby authorizes and grants a power of attorney to the Bank to take any action as may be deemed to be necessary with respect to said Trademarks including but not limited to the assignment of all said Trademarks from the Grantor to the Bank. This right may be exercised in addition to any other rights and remedies which may be available under applicable law.

Section 7.01. Interpretation. This Security Agreement is subject to the terms and conditions of a Loan Documents. Where any term in this Security Agreement may be inconsistent with any term in the Loan Documents, the terms of the Loan Documents shall control.

Section 8.01. No Waiver. The failure by the Bank to exercise any right under this Security Agreement shall not operate as a waiver thereof and shall not bar the Bank from continuing to exercise said rights in the future.

Section 9.01. Governing Law. The Security Agreement is to be governed by the law of the Commonwealth of Virginia and is binding on the parties and their successors and assigns. The Grantor may not assign nor transfer any part of its obligations under this Security Agreement either expressly or by operation of law without the written consent of the Bank.

Section 10.01. Severability. The terms of this Security Agreement are severable. If any term shall be found to be invalid or unenforceable, it shall not affect the validity of the remaining terms.


Section 11.01. Further Actions. The Grantor agrees to execute any other documents and take any further action upon the request of the Bank as may be deemed necessary to effectuate the terms of this Security Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have duly executed this Security Agreement
as of the ____ day of June, 2012.

GRANTOR:

POSHBRANDS, LLC, a Virginia limited liability
company

By:  (SEAL)
Name: Andrea Edmonds
Title: CEO

18404283_2.DOC

Schedule A

COUNTRY	TRADEMARK	SER NO	REG NO
CANADA	POSHTOTS	1,417,572	
EUROPEAN UNION	POSHTOTS	008803561	008803561
UNITED STATES	POSHTOTS	77/486,735	3,990,400
UNITED STATES	POSHTOTS	77/486,738	3,569,472
UNITED STATES	POSHLIVING	77/508,211	3,561,014
UNITED STATES	POSHTOTS	77/905,408	
UNITED STATES	POSHCRAVINGS	77/211,749	3,470,601
UNITED STATES	THE MOST EXTRAORDINARY CHILDREN'S FURNISHINGS IN THE WORLD!	77/966,707	3,930,256
UNITED STATES	POSHTOTS	85/495,578	
UNITED STATES	POSHTOTS (Stylized)	78/243,917	3,092,160
UNITED STATES	POSHLIVING	78/665,819	3,486,252