

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
JAMES PERSE ENTERPRISES, INC.		07/03/2012	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	ROSENTHAL & ROSENTHAL OF CALIFORNIA, INC.
Street Address:	21700 OXNARD STREET
City:	WOODLAND HILLS
State/Country:	CALIFORNIA
Postal Code:	91367
Entity Type:	CORPORATION: CALIFORNIA

PROPERTY NUMBERS Total: 17

Property Type	Number	Word Mark
Registration Number:	3182953	BABY JAMES JAMES PERSE
Serial Number:	77595485	JAMES PERSE
Serial Number:	77595488	JAMES PERSE
Registration Number:	3616400	JAMES PERSE
Registration Number:	3540598	JAMES PERSE
Serial Number:	78684446	JAMES
Registration Number:	3537429	JAMES PERSE
Registration Number:	2214520	JAMES PERSE
Registration Number:	3183015	JAMES PERSE
Registration Number:	3183034	JAMES PERSE LOS ANGELES
Registration Number:	3068106	JP
Registration Number:	2288500	JP CLASSICS
Registration Number:	3182952	STANDARD JAMES PERSE
Serial Number:	77935861	Y/OSEMITE JAMES PERSE

TRADEMARK

Serial Number:	77935866	Y/OSEMITE JAMES PERSE
Serial Number:	85038117	Y
Serial Number:	85037496	Y

CORRESPONDENCE DATA

Fax Number: 8004947512

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

Phone: 8004945225

Email: ahackett@nationalcorp.com

Correspondent Name: Andrew Hackett

Address Line 1: 1100 G Street NW, Suite 420

Address Line 2: National Corporate Research, Ltd.

Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	2103-002 (F140075)
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NAME OF SUBMITTER:	Steven N. Kurtz
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Signature:	/Steven N. Kurtz/
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Date:	07/09/2012
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Total Attachments: 7

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MEMORANDUM OF SECURITY INTEREST IN TRADEMARKS

WHEREAS, JAMES PERSE ENTERPRISES, INC. a corporation formed under the laws of California located at 3311 East Slauson Ave., Vernon, CA 90058 (the "Company"), owns the trademark registrations and applications for registration annexed hereto as Schedule A (the "Trademarks"), and

WHEREAS, The Company is obligated to Rosenthal & Rosenthal of California, Inc. (the "Factor") located at 21700 Oxnard Street, Woodland Hills, CA 91367, pursuant to a Factoring Agreement dated July 3, 2012, as amended (referred to as the "Factoring Agreement");

WHEREAS, the Company, pursuant to that certain Intellectual Property Security Agreement, dated July 3, 2012 (the "Intellectual Property Security Agreement"), pledged and hypothecated in favor of the Factor, and granted to the Factor a security interest in the Trademarks, together with the; goodwill connected with the use thereof and symbolized thereby; and

WHEREAS, pursuant to the Intellectual Property Security Agreement, the Company is required to execute this Memorandum of Security Interest in Trademarks for purposes of recording the pledge, hypothecation and security interest granted to the Factor in the United States Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, as collateral security for the Company's prompt and complete payment and performance of all Obligations under the Factoring Agreement, the Company hereby pledges and hypothecates in favor of the Factor, and hereby grants to the Factor a security interest in all of

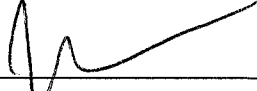
the Company's right, title and interest in and to the Trademarks, together with the goodwill connected with the use thereof and symbolized thereby.

The foregoing pledge, hypothecation and security interest granted hereunder are granted in conjunction, and concurrently with, the pledge, hypothecation and security interest granted to the Factor pursuant to the Intellectual Property Security Agreement, and the Company hereby acknowledges and affirms that the rights and remedies of the Factor with respect to the pledge, hypothecation and security interest in the Trademarks made and granted hereby are more fully set forth in the Intellectual Property Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any irreconcilable conflict between the terms of this Memorandum of Security Interest in Trademarks and the terms of the Intellectual Property Security Agreement, the terms of the Intellectual Property Security Agreement shall control.

The Company has caused this Memorandum of Security Interest in Trademarks to be executed by its duly authorized representative.

Dated: July 3, 2012

JAMES PERSE ENTERPRISES, INC.

By: 
Title: CEO

STATE OF CALIFORNIA)
)
COUNTY OF _____)

ss.:



On the ___ day of _____, 20__ before me, the undersigned, personally came sworn, _____ is the _____ of JAMES PERSE ENTERPRISES, INC. described in and which executed the foregoing instrument; that he executed the same in such capacity and that he had authority to execute such instrument and that by his signature on the instrument, the limited liability company duly executed the instrument.

Notary Public

SCHEDULE A

PLEASE SEE ATTACHED
Trademarks and Domain Names in the United States

SCHEDULE "A-1"
U.S. FEDERAL TRADEMARKS OF JAMES PERSE ENTERPRISES, INC.

Trademark	Serial No.	App. Date	Reg. No.	Reg. Date	Status
BABY JAMES JAMES PERSE	78657420	6/23/2005	3182953	12/12/2006	Live
JAMES PERSE	77595485	10/17/2008	N/A	N/A	Live
JAMES PERSE	77595488	10/17/2008	N/A	N/A	Live
JAMES PERSE	76591654	5/12/2004	3616400	5/5/2009	Live
JAMES PERSE (Stylized Letters)	76591655	5/12/2004	3540598	12/2/2008	Live
JAMES	78684446	8/3/2005	N/A	N/A	Live
JAMES PERSE (Stylized Letters)	76591656	5/12/2004	3537429	11/25/2008	Live
JAMES PERSE	75387050	11/10/1997	2214520	12/29/1998	Live
JAMES PERSE	78670684	7/14/2005	3183015	12/12/2006	Live
JAMES PERSE LOS ANGELES (Disclaims LOS ANGELES)	78673878	7/19/2005	3183034	12/12/2006	Live
JP	78592887	3/22/2005	3068106	3/14/2006	Live
JP CLASSICS	75386990	11/10/1997	2288500	10/26/1999	Live
STANDARD JAMES PERSE	78657419	6/23/2005	3182952	12/12/2006	Live
YOSEMITE JAMES PERSE	77935861	2/15/2010	N/A	N/A	Live
YOSEMITE JAMES PERSE	77935866	2/15/2010	N/A	N/A	Live
	85038117	5/13/2010	N/A	N/A	Live
	85037496	5/13/2010	N/A	N/A	Live

