

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|-----------------------|------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | Trademark Security Agreement |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|--------------|----------|----------------|-------------------------|
| GUMP'S CORP. | | 05/24/2012 | CORPORATION: CALIFORNIA |

RECEIVING PARTY DATA

| | |
|-----------------|---|
| Name: | PNC BANK, NATIONAL ASSOCIATION, as Agent |
| Street Address: | 2 North Lake Avenue, Suite 440 |
| City: | Pasadena |
| State/Country: | CALIFORNIA |
| Postal Code: | 91101 |
| Entity Type: | National Banking Association: UNITED STATES |

PROPERTY NUMBERS Total: 14

| Property Type | Number | Word Mark |
|----------------------|----------|---------------------------------------|
| Registration Number: | 3808534 | BAROQUE PEARL |
| Registration Number: | 4070948 | BAROQUE PEARL |
| Registration Number: | 3315468 | GUMP'S SAN FRANCISCO |
| Registration Number: | 2540352 | GUMP'S |
| Registration Number: | 1913986 | THE RARE, THE UNIQUE, THE IMAGINATIVE |
| Registration Number: | 1771023 | GUMP'S |
| Registration Number: | 1719091 | GUMP'S GALLERY |
| Registration Number: | 515064 | GUMP'S |
| Registration Number: | 506525 | GUMP'S |
| Registration Number: | 516418 | GUMP'S |
| Registration Number: | 516417 | GUMP'S |
| Registration Number: | 506994 | GUMP'S |
| Registration Number: | 512182 | GUMP'S |
| Serial Number: | 85228903 | GUMP'S STYLE |

CH \$365.00 3808534

CORRESPONDENCE DATA

Fax Number: 9497600182

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

Phone: (949) 760-1121

Email: trademark@buchalter.com

Correspondent Name: Farah P. Bhatti, Esq.

Address Line 1: 18400 Von Karman Avenue, Ste 800

Address Line 4: Irvine, CALIFORNIA 92612

| | |
|-------------------------|-----------------------|
| ATTORNEY DOCKET NUMBER: | P6328-0012 |
| NAME OF SUBMITTER: | Farah P. Bhatti, Esq. |
| Signature: | /Farah P. Bhatti/ |
| Date: | 07/13/2012 |

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this "Trademark Security Agreement") is made as of this 24th day of May 2012, among the Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and PNC BANK, NATIONAL ASSOCIATION, in its capacity as agent for the Lenders (together with its successors and assigns in such capacity, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Revolving Credit and Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, including all exhibits and schedules thereto, the "Credit Agreement") among Gump's Corp., a California corporation, and Gump's By Mail, Inc., a Delaware corporation (Gump's Corp. and Gump's By Mail, Inc., each a "Borrower" and collectively, the "Borrowers"), the lenders from time to time party thereto (the "Lenders"), and Agent, the Lenders agreed to make certain financial accommodations available to Borrower from time to time pursuant to the terms and conditions thereof;

WHEREAS, pursuant to the Credit Agreement, Grantors are required to execute and deliver to Agent, for the benefit of the Lenders, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to Agent, for the benefit of the Lenders, a continuing first priority security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of such Grantor's trademarks, trademark applications, service marks, trade names, mask works and associated goodwill (collectively, "Trademarks"), and licenses for any of the foregoing ("Licenses"), including those referred to on Schedule I hereto;

(b) all reissues, continuations, continuations-in-part, substitutes, extensions or renewals of and improvements on the foregoing; and

(c) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future infringement or dilution of any Trademark or any Trademark licensed under any License.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the security interest created hereby secure the payment and performance of all the Obligations,

whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantors, or any of them, to Agent, the Lenders or any of them, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving any Grantor.

4. CREDIT AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Lenders, pursuant to the Credit Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new Trademarks or Licenses for Trademarks, this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new Trademarks or Licenses for Trademarks. Without limiting Grantors' obligations under this Section 5, Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new Trademarks or Licenses for Trademarks of Grantors. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any Other Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

7. CONSTRUCTION. Unless the context of this Trademark Security Agreement or any Other Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Trademark Security Agreement or any Other Document refer to this Trademark Security Agreement or such Other Document, as the case may be, as a whole and not to any particular provision of this Trademark Security Agreement or such Other Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Trademark Security Agreement unless otherwise specified. Any reference in this Trademark Security Agreement or in any Other Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals,


replacements, substitutions, joinders, and supplements set forth herein). Any reference herein or in any Other Document to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash (or cash collateralization in accordance with the terms of the Credit Agreement) of all Obligations other than unasserted contingent indemnification Obligations. Any reference herein to any Person shall be construed to include such Person's successors and assigns.

[Remainder of page intentionally left blank; signature page follows.]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTORS:

GUMP'S CORP.,
a California corporation


By: 
Name: Mehul Tank
Title: Chief Financial Officer

Trademark Security Agreement

TRADEMARK
REEL: 004820 FRAME: 0969

ACCEPTED AND ACKNOWLEDGED BY:

PNC BANK, NATIONAL ASSOCIATION,
as Agent

By:  _____

Name: Robin L. Arriola

Title: Senior Vice President

Trademark Security Agreement

TRADEMARK
REEL: 004820 FRAME: 0970

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademarks

| <u>Grantor</u> | <u>Country</u> | <u>Description of Trademark</u> | <u>Application/ Registration Number</u> | <u>Application/ Registration Date</u> |
|--------------------|----------------|---------------------------------------|---|---------------------------------------|
| Gump's Corporation | US | GUMP'S STYLE and Design | 85-228,903 | 01/28/11 |
| Gump's Corp. | US | BAROQUE PEARL | 3,808,534 | 06/22/10 |
| Gump's Corp. | US | BAROQUE PEARL | 4,070,948 | 12/13/11 |
| Gump's Corp. | US | GUMP'S SAN FRANCISCO | 3,315,468 | 10/23/07 |
| Gump's Corp. | US | GUMP'S | 2,540,352 | 02/19/02 |
| Gump's Corp. | US | THE RARE, THE UNIQUE, THE IMAGINATIVE | 1,913,986 | 08/22/05 |
| Gump's Corp. | US | GUMP'S | 1,771,023 | 05/18/03 |
| Gump's Corp. | US | GUMP'S GALLERY | 1,719,091 | 09/22/02 |
| Gump's Corp. | US | GUMP'S | 515,064 | 09/13/09 |
| Gump's Corp. | US | GUMP'S | 506,525 | 02/08/09 |
| Gump's Corp. | US | GUMP'S | 516,418 | 10/18/09 |
| Gump's Corp. | US | GUMP'S | 516,417 | 10/18/09 |
| Gump's Corp. | US | GUMP'S | 506,994 | 02/22/09 |
| Gump's Corp. | US | GUMP'S | 512,182 | 07/12/09 |
| Gump's Corp. | EU | GUMP'S | 000917633 | 03/10/2000 |
| Gump's Corp. | Canada | GUMP'S | TMA552,765 | 10/22/2001 |

Licenses

| <u>Borrower</u> | <u>License</u> |
|-----------------|--|
| Gump's Corp. | Celerant Technology Corp. granted a license to use certain retail management software. |
| Gump's Corp. | SysIQ, Inc. granted a license to use certain web hosting software. |