

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
Distinctive Apparel, Inc.		10/31/2012	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Alostar Bank of Commerce
Street Address:	3630 Peachtree Road NE
Internal Address:	Suite 1050
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30326
Entity Type:	banking corporation: ALABAMA

PROPERTY NUMBERS Total: 29

Property Type	Number	Word Mark
Registration Number:	3736026	BA BOSTON APPAREL GROUP
Registration Number:	3747989	BOSTON APPAREL GROUP
Registration Number:	3350530	BOSTON DESIGN STUDIO
Registration Number:	1647767	CASUAL LIVING
Registration Number:	3778951	CASUAL LIVING
Registration Number:	3363860	CCO
Registration Number:	1211131	CHADWICKS
Registration Number:	3690506	CHADWICKS
Registration Number:	1948523	CHADWICK'S
Registration Number:	2712159	CHADWICK'S
Registration Number:	3191808	CHADWICK'S
Registration Number:	3441951	CHADWICK'S FASHION POINTS
Registration Number:	1672908	CHADWICK'S OF BOSTON

CH \$740.00 3736026

Registration Number:	1750226	FADS
Registration Number:	3206844	IT'S A REAL STEAL
Registration Number:	1989822	J.L. PLUM
Registration Number:	1255402	KATELYN COURT
Registration Number:	3440408	METRO LIFT
Registration Number:	3846346	METRO SLIMMER
Registration Number:	3435679	METROBLUES
Registration Number:	2820510	METROSTYLE
Registration Number:	3266084	METROSTYLE
Registration Number:	3851141	METROSTYLE VIP POINTS
Registration Number:	3450247	METROWORKS
Registration Number:	2010503	REAL COMFORT
Registration Number:	2082526	SUPER SLIMMER
Registration Number:	1649769	THE ORIGINAL OFF-PRICE FASHION CATALOG
Registration Number:	3281155	WEAR2WORK
Registration Number:	3146858	YOU ALWAYS GET MORE!

CORRESPONDENCE DATA

Fax Number: 6785337787
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 404-420-4316
Email: sls@phrd.com
Correspondent Name: Steve Schaaf, Paralegal
Address Line 1: Parker, Hudson, Rainer & Dobbs LLP
Address Line 2: 285 Peachtree Center Ave, NE, Suite 1500
Address Line 4: Atlanta, GEORGIA 30303

ATTORNEY DOCKET NUMBER:	5146.21
NAME OF SUBMITTER:	Harrison J. Roberts
Signature:	/HJR/
Date:	11/02/2012

Total Attachments: 10
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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this "Agreement") is made this 31st day of October, 2012, between **ALOSTAR BANK OF COMMERCE**, an Alabama banking corporation having an office at 3630 Peachtree Road, NE, Suite 1050, Atlanta, Georgia 30326 (together with its successors and assigns, "Lender"), and **DISTINCTIVE APPAREL, INC.**, a Delaware corporation having its principal place of business at 42 Thomas Patten Drive, Randolph, Massachusetts 02368 ("Company").

Recitals:

Company desires to obtain loans and other financial accommodations from Lender pursuant to that certain Loan and Security Agreement dated on or about the date hereof (as at any time amended, restated, supplemented or otherwise modified, the "Loan Agreement") by and between Company and Lender.

Lender is willing to make loans and other financial accommodations to Company from time to time, pursuant to the terms of the Loan Agreement, provided that Company executes this Agreement.

NOW, THEREFORE, for Ten Dollars (\$10.00) in hand paid and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Company hereby agrees with Lender as follows:

1. Capitalized terms used herein (including those used in the Recitals hereto), unless otherwise defined herein, shall have the meanings ascribed to them in the Loan Agreement.

2. To secure the prompt payment and performance of all of the Obligations, Company hereby grants, assigns and pledges to Lender a continuing security interest in and Lien upon all of the following property of Company, whether now owned or existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all trademarks, trademark registrations, trade names and trademark applications, including, without limitation, the trademarks and applications listed on Exhibit A attached hereto and made a part hereof (as the same may be amended from time to time), and (i) all renewals thereof, (ii) all income, royalties, damages and payments now or hereafter due or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof, and (iv) all rights corresponding thereto throughout the world; provided, however, that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law (all of the foregoing trademarks, trademark registrations, trade names and applications, together with the items described in clauses (i)-(iv), collectively, the "Trademarks");

(b) the goodwill of Company's business connected with and symbolized by the Trademarks; and

(c) all proceeds of the foregoing.

3. Company represents and warrants to Lender that:

(a) Each of the Trademarks listed on Exhibit A is subsisting and has not been adjudged invalid or unenforceable;

(b) No claim has been made that the use of any of the Trademarks does or may violate the rights of any Person;

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

(d) Each of the Trademarks listed on Exhibit A is valid and enforceable; and

(e) Company is the sole and exclusive owner of the entire right, title and interest in and to all of the Trademark Collateral (except for certain Trademarks, which are not material to Company's business, acquired pursuant to the 363 Sale Transaction and for which Company has not transferred registration of ownership of record into its own name), free and clear of any Liens, charges and encumbrances (except licenses permitted pursuant to paragraph 6 below), including, without limitation, pledges, assignments, licenses, registered user agreements and covenants by Company not to sue third Persons, except Permitted Liens.

4. Company covenants and agrees with Lender that, except for Trademarks listed on Exhibit A abandoned by Company in the ordinary course of business (provided such abandonment could not be reasonably expected to have a Material Adverse Effect), Company has used and will continue to use for the duration of this Agreement, proper statutory notice in connection with its use of the registered Trademarks, including, without limitation, filing an affidavit of use with the United States Patent and Trademark Office and any applicable foreign filing office for each registered Trademark as required by applicable law to maintain the registration thereof without loss of protection therefor.

5. Company hereby grants to Lender and its employees and agents the visitation, audit, and inspection rights with respect to Company and the Trademark Collateral as set forth in the Loan Agreement.

6. Until Full Payment of all of the Obligations, Company shall not enter into any license agreement relating to any of the Trademarks with any Person except non-exclusive licenses to customers, vendors, suppliers, agents or other service providers of Company in the regular and ordinary course of Company's business as presently conducted and for reasonable and customary compensation, and shall not become a party to any agreement with any Person that is inconsistent with Company's obligations under this Agreement.

7. If, before Full Payment of all of the Obligations, Company shall obtain rights to any new trademarks, or become entitled to the benefit of any trademark application or trademark or any renewal of any Trademark, the provisions of paragraph 2 hereof shall automatically apply thereto, and Company shall give to Lender prompt notice thereof in writing.

8. Company irrevocably authorizes and empowers Lender to modify this Agreement by amending Exhibit A to include any future trademarks and trademark applications under paragraph 2 or paragraph 7 hereof.

9. At any time that an Event of Default exists, Lender shall have, in addition to all other rights and remedies given it by this Agreement and the other Loan Documents, all rights and remedies of a secured party under the UCC and all other rights and remedies under applicable law. Without limiting the generality of the foregoing, Lender may immediately, without demand of performance and without notice (except as described in the next sentence, if required by applicable law), or demand whatsoever to Company, each of which Company hereby expressly waives, collect directly any payments due Company in respect of the Trademark Collateral, or sell at public or private sale or otherwise realize upon all or from time to time, any of the Trademark Collateral. Company hereby agrees that ten (10) days' written notice to Company of any public or private sale or other disposition of any of the Trademark Collateral shall be reasonable notice; provided, however, that no notice shall be required hereunder if not otherwise required by applicable law. At any such sale or disposition, Lender may, to the extent permitted by law, purchase the whole or any part of the Trademark Collateral sold, free from any right of redemption on the part of Company, which right Company hereby waives and releases. After deducting from the proceeds of such sale or other disposition of the Trademark Collateral all reasonable and documented costs and expenses incurred by Lender in enforcing its rights hereunder (including, without limitation, all reasonable and documented attorneys' fees), Lender shall apply the remainder of such proceeds to the payment of the Obligations in such order and manner as may be authorized or required by the Loan Agreement. Any remainder of the proceeds after Full Payment of all of the Obligations shall be paid over to Company. If any deficiency shall arise, Company shall remain liable therefor.

10. Company hereby makes, constitutes and appoints Lender and any officer or agent of Lender as Lender may select, as Company's true and lawful attorney-in-fact, with full power to do any or all of the following if an Event of Default shall exist: to endorse Company's name on all applications, documents, papers and instruments necessary for Lender to continue the registration of or to use the Trademarks, or to grant or issue any exclusive or nonexclusive license under the Trademarks to any other Person, or to assign, pledge, convey or otherwise transfer title in or dispose of any Trademark Collateral to any other Person. To the extent permitted by applicable law, Company hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney, being coupled with an interest, shall be irrevocable until Full Payment of all of the Obligations.

11. Any and all reasonable fees, costs and expenses, of whatever kind or nature (including, without limitation, reasonable attorneys' fees and legal expenses) incurred by Lender in connection with the preparation of this Agreement and any other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including, without limitation, all taxes in connection therewith) with the United States Patent and Trademark Office or in any other public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, Liens or otherwise protecting, maintaining, or preserving the Trademark Collateral, or in defending or prosecuting any actions or proceedings arising out of or related to the Trademark Collateral, shall be borne and paid by Company (it being the intent of the Company and Lender that Company shall be responsible for the payment of all sums, fees, costs and expenses, including, without limitation, all renewal fees with respect to the Trademarks) or, if paid by Lender in its sole discretion, shall be reimbursed by Company **on demand** by Lender and until so paid shall be added to the principal amount

of the Obligations and shall bear interest at the per annum rate of interest then applicable for Revolver Loans.

12. Company shall use its commercially reasonable efforts to detect any infringers of any material Trademarks and shall notify Lender in writing of material infringements detected. Company shall have the duty, through counsel acceptable to Lender, to prosecute diligently any trademark application for a material Trademark pending as of the date of this Agreement or thereafter until Full Payment of all of the Obligations, to make federal application on any material registrable but unregistered Trademarks, to file and prosecute opposition and cancellation proceedings, to file and prosecute lawsuits to enforce all material Trademarks, subject to Company's reasonable discretion in the ordinary course of business or, during the existence of an Event of Default or a Default, promptly upon Lender's request. Any expenses incurred in connection with such applications or proceedings shall be borne by Company. Company shall not abandon any right to file a trademark application, or any pending trademark application or trademark without the consent of Lender, unless Company has determined that such trademark application or trademark is no longer necessary or material to the conduct of its business.

13. Notwithstanding anything to the contrary contained in paragraph 12 hereof, at any time that an Event of Default exists, Lender shall have the right, but shall in no way be obligated, to bring suit instead in its own name to enforce the Trademarks and any license hereunder, or to defend any suit or counterclaim in its own name to protect the Trademarks or any license hereunder, in either of which events Company shall at the request of Lender do any and all lawful acts (including bringing suit) and execute any and all proper documents required by Lender to aid such enforcement, or defense, and Company shall promptly, **upon demand**, reimburse and indemnify Lender for all reasonable costs and expenses incurred in the exercise of Lender's rights under this paragraph 13.

14. If Company fails to comply with any of its obligations hereunder and at the time of such failure or as a result thereof an Event of Default exists, then to the extent permitted by applicable law, Lender may discharge such obligations in Company's name or in Lender's name, in Lender's sole discretion, but at Company's expense, and Company agrees to reimburse Lender in full for all documented expenses, including, without limitation, reasonable attorneys' fees, incurred by Lender in prosecuting, defending or maintaining the Trademarks or Lender's interest therein pursuant to this Agreement.

15. No course of dealing between Company and Lender, nor any failure to exercise, nor any delay in exercising, on the part of Lender, any right, power or privilege hereunder or under any of the other Loan Documents 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.

16. All of Lender's rights and remedies with respect to the Trademark Collateral, whether established hereby or by any of the other Loan Documents, or by any other agreements or by applicable law shall be cumulative and may be exercised singularly or concurrently.

17. 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.

18. This Agreement, together with the other Loan Documents, constitutes and expresses the entire understanding of the parties hereto with respect to the subject matter hereof, and supersedes all prior agreements and understandings, inducements or conditions, whether expressed or implied, oral or written. This Agreement is subject to modification only by a writing signed by the parties, except as provided in paragraph 8 hereof.

19. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the successors and assigns of Lender and upon the successors and permitted assigns of Company. Company shall not assign its rights or delegate its duties hereunder without the prior written consent of Lender.

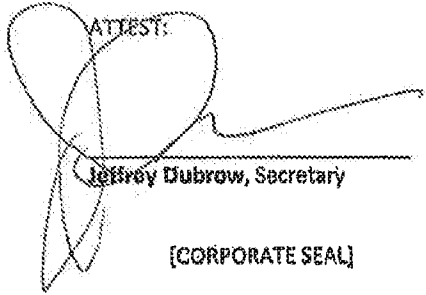
20. Company hereby waives notice of Lender's acceptance hereof.

21. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Georgia.

22. To the fullest extent permitted by applicable law, Company and Lender each waives the right to trial by jury in any action, suit, proceeding or counterclaim of any kind arising out of or related to this Agreement or the Trademark Collateral.

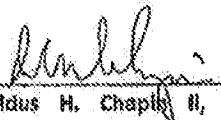
[Remainder of page intentionally left blank; signatures appear on following pages.]

WITNESS the execution hereof under seal as of the date first above written.

ATTEST:


Jeffrey Dubrow, Secretary
[CORPORATE SEAL]

DISTINCTIVE APPAREL, INC.
("Company")

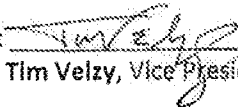
By: 

Aldus H. Chaplin II, President and Chief
Executive Officer

[Signatures continued on following page]

Accepted:

ALOSTAR BANK OF COMMERCE
("Lender")

By: 

Tim Velzy, Vice President

EXHIBIT A

Dkt No.	Mark	Country	Serial/ Registration	Owner
027988.0152TMGB	CHADWICK'S	UK	2220905	Distinctive Apparel, Inc.
----	BA BOSTON APPAREL GROUP	US	3736026	Distinctive Apparel, Inc.
----	BOSTON APPAREL GROUP	US	3747989	Distinctive Apparel, Inc.
027988.0132TMUS	BOSTON DESIGN STUDIO	US	3350530	Distinctive Apparel, Inc.
027988.0137TMUS	C. CHADWICK'S REWARDS	US	2747265	Distinctive Apparel, Inc.
----	CASUAL LIVING	US	1647767	Distinctive Apparel, Inc.
027988.0153TMUS	CASUAL LIVING	US	3778951	Distinctive Apparel, Inc.
----	CASUAL LIVING	US	1671411	Distinctive Apparel, Inc.
027988.0130TMUS	CCO	US	3363860	Distinctive Apparel, Inc.
027988.0154TMUS	CHADWICKS	US	1211131	Distinctive Apparel, Inc.
027988.0148TMUS	CHADWICKS	US	3690506	Distinctive Apparel, Inc.
027988.0139TMUS	CHADWICK'S	US	1948523	Distinctive Apparel, Inc.
027988.0138TMUS	CHADWICK'S	US	2712159	Distinctive Apparel, Inc.
----	CHADWICK'S	US	2742087	Distinctive Apparel, Inc.
027988.0127TMUS	CHADWICK'S	US	3191808	Distinctive Apparel, Inc.
027988.0133TMUS	CHADWICK'S FASHION POINTS	US	3441951	Distinctive Apparel, Inc.
027988.0140TMUS	CHADWICK'S OF BOSTON	US	1672908	Distinctive Apparel, Inc.
----	CHADWICK'S REWARDS	US	2740497	Distinctive Apparel, Inc.
----	COMPARE ANYWHERE, YOU ALWAYS GET MORE AT ...	US	2903387	Distinctive Apparel, Inc.

CHADWICK'S				
027988.0145TMUS	FADS	US	1750226	Distinctive Apparel, Inc.
---	FASHIONCODE	US	2807464	Distinctive Apparel, Inc.
027988.0126TMUS	IT'S A REAL STEAL	US	3206844	Distinctive Apparel, Inc.
027988.0141TMUS	J. L. PLUM	US	1989822	Distinctive Apparel, Inc.
---	JENNIFER JAMES	US	2114549	Distinctive Apparel, Inc.
---	KATELYN COURT	US	1255402	Distinctive Apparel, Inc.
---	KNITT MIXX	US	2103959	Distinctive Apparel, Inc.
027988.0135TMUS	METRO LIFT	US	3440408	Distinctive Apparel, Inc.
027988.0151TMUS	METRO SLIMMER	US	3846346	Distinctive Apparel, Inc.
027988.0134TMUS	METROBLUES	US	3435679	Distinctive Apparel, Inc.
---	METROMUSTS	US	77/092009	Distinctive Apparel, Inc.
---	METROPLEX	US	77/148347	Distinctive Apparel, Inc.
027988.0136TMUS	METROSTYLE	US	2820510	Distinctive Apparel, Inc.
027988.0128TMUS	METROSTYLE	US	3266084	Distinctive Apparel, Inc.
027988.0149TMUS	METROSTYLE VIP POINTS	US	3851141	Distinctive Apparel, Inc.
027988.0131TMUS	METROWORKS	US	3450247	Distinctive Apparel, Inc.
027988.0142TMUS	REAL COMFORT	US	2010503	Distinctive Apparel, Inc.
---	REAL COMFORT	US	2556486	Distinctive Apparel, Inc.
---	RSVP PERFECT	US	78/821807	Distinctive Apparel, Inc.

---	STYLE 24/7	US	78/636859	Distinctive Apparel, Inc.
027988.0143TMUS	SUPER SLIMMER	US	2082526	Distinctive Apparel, Inc.
027988.0144TMUS	THE ORIGINAL OFF-PRICE FASHION CATALOG	US	1649769	Distinctive Apparel, Inc.
---	TOWER HILL	US	1467466	Distinctive Apparel, Inc.
027988.0129TMUS	WEAR2WORK	US	3281155	Distinctive Apparel, Inc.
027988.0125TMUS	YOU ALWAYS GET MORE!	US	3146658	Distinctive Apparel, Inc.