

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

ILS-FP, LLC

- Individual(s) Association
 General Partnership Limited Partnership
 Corporation- State: _____
 Other LLC

Citizenship (see guidelines) FloridaAdditional names of conveying parties attached? Yes No**3. Nature of conveyance)/Execution Date(s) :**Execution Date(s) November 8, 2012

- Assignment Merger
 Security Agreement Change of Name
 Other _____

2. Name and address of receiving party(ies)Additional names, addresses, or citizenship attached? Yes NoName: PNC Bank, National Association, as Agent

Internal

Address: _____

Street Address: Two Tower Center BoulevardCity: East BrunswickState: New JerseyCountry: USAZip: 08816

- Association Citizenship USA
 General Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship _____
 Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

See attached Schedule 1

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:Name: Nancy WifordInternal Address: CT Lien SolutionsStreet Address: 4400 Easton Commons Way
Suite 125City: ColumbusState: OH Zip: 43219Phone Number: 614-280-3546Fax Number: 800-914-4240Email Address: nancy.wiford@wolterskluwer.com**6. Total number of applications and registrations involved:**

1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- Authorized to be charged by credit card
 Authorized to be charged to deposit account
 Enclosed

8. Payment Information:a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number _____

Authorized User Name _____

9. Signature:

Signature

November 12, 2012

Date

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

5

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1460, Alexandria, VA 22313-1460

TRADEMARK
REEL: 004905 FRAME: 0635

SCHEDULE 1

TRADEMARK	OWNER	GOODS AND SERVICES	FILING DATE	SERIAL NO.	REG. DATE	REG. NO.
FRACTION PRICE and Design	ILS-FF LLC 101 South State Road, 7, Suite 201 Hollywood, FL 33023	IC 035 Online-retail store services featuring handbags, sunglasses, mens, watches, women's watches and jewelry First Use: 20080302. First Use IN COMMERCE; 20080302	08/28/08	77558254	04/07/09	3602080

NOTICE
OF
GRANT OF SECURITY INTEREST
IN
TRADEMARKS

United States Patent and Trademark Office

Ladies and Gentlemen:

Please be advised that pursuant to the Revolving Credit and Security Agreement, dated as of November 8, 2012 (as the same may be amended, modified, restated or supplemented from time to time, the "Credit Agreement"), by and among Swiss Watch International, Inc., (formerly known as Swordfish Merger Sub, Inc.), a Delaware corporation (the "Borrower"), certain subsidiaries of the Borrower from time to time party thereto, the Guarantors party thereto (the "Guarantors" and together with the Borrower, the "Credit Parties") the financial institutions which are now or which hereafter become a party thereto (collectively, the "Lenders" and each individually a "Lender") and PNC Bank, National Association, as agent for the Lenders (in such capacity, the "Agent"), the undersigned (the "Grantor") has granted a continuing security interest in and continuing lien upon, the trademarks and trademark applications shown on Schedule 1 attached hereto to the Agent for the ratable benefit of the Lenders.

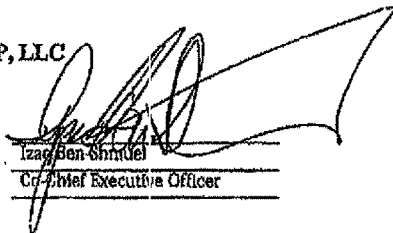
The undersigned Grantor and the Agent, on behalf of the Lenders, hereby acknowledge and agree that the security interest in the trademarks and trademark applications set forth on Schedule 1 attached hereto (i) may only be terminated in accordance with the terms of the Credit Agreement and (ii) is not to be construed as an assignment of any trademark or trademark application.

Notwithstanding anything herein to the contrary, the liens and security interests referred to in this Notice of Grant of Security Interest in Trademarks and the exercise of any right or remedy by the Agent, Wilmington Trust, National Association, as agent ("Term Loan Agent") under that certain Term Loan Credit and Security Agreement by and among itself, the Borrower and certain subsidiaries of the Borrower from time to time party thereto, or related lenders thereunder, are subject to that certain Intercreditor Agreement, dated as of the date hereof (as amended, modified, restated or replaced from time to time supplemented) by and among Agent, Term Loan Agent and the Credit Parties.

[Signature Page Follows]

Very truly yours,

ILS-FP, LLC

By: 
Name: Izag Ben-Shmuel
Title: Chief Executive Officer

PNC BANK, NATIONAL ASSOCIATION, as
Agent

By: _____
Name: _____
Title: _____

[SIGNATURE PAGE TO NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS - 2964279]

TRADEMARK
REEL: 004905 FRAME: 0638

Very truly yours,

ILS-FP, LLC

By: _____
Name: _____
Title: _____

PNC BANK, NATIONAL ASSOCIATION, as
Agent

By:  _____
Name: **Steve Roberts**
Title: **Vice President**

[SIGNATURE PAGE TO NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS - 2964279]