

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
ENK International, LLC		12/17/2012	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	General Electric Capital Corporation		
Street Address:	11175 Cicero Drive, Suite 600		
City:	Alpharetta		
State/Country:	GEORGIA		
Postal Code:	30022		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 25			
Property Type	Number	Word Mark	
Registration Number:	3855730	ACCESSORIE CIRCUIT	
Registration Number:	3176957	BRIGHT E	
Registration Number:	2639448	CHILDREN'S CLUB	
Serial Number:	85801104	CLEAN	
Serial Number:	85801100	CLEAR+	
Registration Number:	2758230	COTERIE	
Registration Number:	4216224	DESIGNERS' COLLECTIVE	
Registration Number:	1795214	ENK PRODUCTIONS	
Registration Number:	4025518	ENK	
Registration Number:	4119497	ENKCHINA	
Registration Number:	1493469	FASHION COTERIE	
Serial Number:	85225320	SOLE	
Registration Number:	3855731	SOLE COMMERCE	
Registration Number:	3242283	THE COLLECTIONS AT WSA	

TRADEMARK

Registration Number:	3205563	THE COLLECTIONS AT WSA
Registration Number:	2761007	THE COLLECTIVE
Registration Number:	3180592	THE MEZZANINE
Registration Number:	3201230	THE SECTION
Serial Number:	85644544	TMRW
Registration Number:	2613716	WORLD SHOE ASSOCIATION
Registration Number:	3185005	WSA IN STEP
Registration Number:	3242936	WSASHOW
Registration Number:	3203932	WSATODAY
Registration Number:	3203933	WSATODAY
Serial Number:	85226678	ENKEUROPE

CORRESPONDENCE DATA

Fax Number:

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

Email: thomas.huang@kattenlaw.com

Correspondent Name: Katten Muchin Rosenman LLP

Address Line 1: 575 Madison Avenue

Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	207170-00517
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NAME OF SUBMITTER:	Jarrod Weber
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Signature:	/Jarrod Weber/
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Date:	12/17/2012
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Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of December 14, 2012 (as amended, restated, supplemented or otherwise modified from time to time, this "Agreement"), is made by each of the entities listed on the signature pages hereof (each, a "Grantor" and, collectively, the "Grantors"), in favor of General Electric Capital Corporation, as administrative agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Lenders, the L/C Issuers (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of December 14, 2012 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Initial Borrower, the Borrower, Holdings, the other Credit Parties, the Lenders and the L/C Issuers from time to time party thereto and the Agent, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor (other than the Borrower) has agreed, pursuant to a Guaranty and Security Agreement, dated as of the date of the Credit Agreement, in favor of the Agent (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement, pursuant to which the Grantors are required to execute and deliver this Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement (or, if not defined therein, as defined in the Credit Agreement).

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Agent for the benefit of the Secured Parties, and grants to the Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

1. all of its U.S. registered Trademarks and trademark applications, including, without limitation, those referred to on Schedule I hereto;
2. all renewals and extensions of the foregoing;

3. all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

4. all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Notwithstanding the foregoing, no grant of any Lien or security interest shall be deemed granted hereunder in any Excluded Property.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of a conflict between any provision of this Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control. Upon termination of the Guaranty and Security Agreement, this Agreement shall automatically terminate, the Agent's security interests in the Trademark Collateral shall automatically terminate and the Agent shall execute, acknowledge and deliver to the Grantor an instrument in writing evidencing the release of the security interest in the Trademark Collateral acquired under this Agreement.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall retain full and complete responsibility for and discretion with respect to (subject to the requirements of the Guaranty and Security Agreement) the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks subject to a security interest hereunder.

Section 5. Counterparts. This Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. Delivery of an executed signature page of this Agreement by facsimile transmission or by Electronic Transmission shall be as effective as delivery of a manually executed counterpart hereof.

Section 6. Governing Law. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

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

Very truly yours,

ENK INTERNATIONAL, LLC, as Grantor

By: 

Name: Eric Lisman

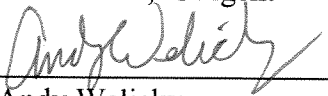
Title: Chief Executive Officer

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 004920 FRAME: 0453

ACCEPTED AND AGREED
as of the date first above written:

**GENERAL ELECTRIC CAPITAL
CORPORATION**, as Agent

By: 
Name: Andy Welicky
Title: Duly Authorized Signatory

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 004920 FRAME: 0454

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations (Listed by Country)

MARK	FILED	APPL#	REG DATE	REG#	STATUS	CLASSES
CHINA						
ENK	5/4/2011	9419096			PENDING	35
ENK USA	5/4/2011	9419097			PENDING	35
EUROPEAN UNION (CTM)						
ENK	2/10/2011	9726472			PENDING	25, 35
JAPAN						
ENK PRODUCTIONS ¹	9/30/1992	04-282461	10/31/1995	3082394	REGISTERED	41
FASHION COTERIE	9/30/1992	04-282464	10/31/1995	3082397	REGISTERED	41
UNITED STATES						
ACCESSORIE CIRCUIT	9/15/2009	77/826,471	10/5/2010	3,855,730	REGISTERED	35
BRIGHT E	1/12/2006	78/790,291	11/28/2006	3,176,957	REGISTERED	35
CHILDREN' S CLUB	1/31/2002	76/365,287	10/22/2002	2,639,448	REGISTERED	35
CLEAN	12/12/2012	85/801,104			PENDING	35
CLEAR+	12/12/2012	85/801,100			PENDING	35
COTERIE	4/10/2002	76/394,347	9/2/2003	2,758,230	REGISTERED	35
DESIGNERS' COLLECTIVE	11/9/2010	85/172,159	10/2/2012	4,216,224	REGISTERED	35
E.N.K. PRODUCTIONS	7/22/1992	74/298,002	9/28/1993	1,795,214	REGISTERED	35
ENK	1/25/2011	85/225,325	9/13/2011	4,025,518	REGISTERED	35
ENKCHINA	1/24/2011	85/224,647	3/27/2012	4,119,497	REGISTERED	35
ENKEUROPE	1/26/2011	85/226,678			ALLOWED	35
FASHION COTERIE & DESIGN	1/16/1987	73/640,263	6/21/1988	1,493,469	REGISTERED	
SOLE	1/25/2011	85/225,320			PENDING	35
SOLE COMMERCE	9/15/2009	77/826,476	10/05/2010	3,855,731	REGISTERED	35
THE COLLECTIONS AT WSA	7/18/2006	78/932,146	5/15/2007	3,242,283	REGISTERED	35

¹ Although ENK Productions Ltd. is the owner of record of this mark, this mark (i) was assigned to Holdings pursuant to that certain Asset Contribution Agreement, dated April 21, 2006, by and between Holdings (f/k/a ENK Acquisition, Inc.) and ENK Productions, Ltd.; and (ii) was subsequently assigned from Holdings to the Borrower, pursuant to that certain Assignment and Assumption Agreement, dated December 20, 2007, by and between Holdings (f/k/a ENK International, Inc.) and the Borrower (f/k/a ENK, LLC).

MARK	FILED	APPL#	REG DATE	REG#	STATUS	CLASSES
THE COLLECTIONS AT WSA (STYLIZED) & DESIGN	2/8/2006	78/810,063	2/6/2007	3,205,563	REGISTERED	35
THE COLLECTIVE	4/10/2002	76/394,361	9/9/2003	2,761,007	REGISTERED	35
THE MEZZANINE	1/12/2006	78/790,301	12/5/2006	3,180,592	REGISTERED	35
THE SECTION	1/12/2006	78/790,284	1/23/2007	3,201,230	REGISTERED	35
TMRW	6/6/2012	85/644,544			PENDING	35
WORLD SHOE ASSOCIATION	9/27/1999	75/808,019	9/3/2002	2,613,716	REGISTERED	35, 42
WSA IN STEP	1/11/2005	78/977,604	12/12/2006	3,185,005	REGISTERED	16
WSASHOW	1/12/2005	78/546,686	5/15/2007	3,242,936	REGISTERED	35
WSATODAY	4/3/2006	78/852,586	1/30/2007	3,203,932	REGISTERED	16
WSATODAY	4/3/2006	78/852,606	1/30/2007	3,203,933	REGISTERED	09