

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
Jim's Formal Wear LLC	FORMERLY Penguin Acquisition I, LLC	12/14/2012	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	The PrivateBank and Trust Company, as administrative agent
Street Address:	120 South LaSalle Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	Banking Corporation: ILLINOIS

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	0970982	MISTER PENGUIN
Registration Number:	1179635	
Registration Number:	1207605	JIM'S FORMAL WEAR
Registration Number:	3320586	STEPHEN GEOFFREY
Registration Number:	3759600	PREMIER PRESERVATION COMPANY
Registration Number:	3827506	BUILD A TUX
Registration Number:	4143249	JIM'S FORMAL WEAR E-ZTUX SOFTWARE
Registration Number:	4225666	THE TUXEDO BUILDER

CORRESPONDENCE DATA

Fax Number: 3126095005
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
 Phone: 312-609-7897
 Email: hmiller@vedderprice.com

CH \$215.00 0970982

Correspondent Name: Holly Miller
Address Line 1: 222 North LaSalle Street - 24th Floor
Address Line 4: Chicago, ILLINOIS 60601

ATTORNEY DOCKET NUMBER: 40180.00.0067

NAME OF SUBMITTER: Holly Miller

Signature: /Holly Miller/

Date: 12/20/2012

Total Attachments: 6

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PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of this 14th day of December, 2012 by (i) **JIM'S FORMAL WEAR LLC**, a Delaware limited liability company, formerly known as Penguin Acquisition I, LLC ("Grantor"), (ii) the financial institutions that are or may from time to time become parties hereto as a lender (together with their respective successors and assigns, the "Lenders") and (iii) **THE PRIVATEBANK AND TRUST COMPANY** (in its individual capacity, "PrivateBank"), as administrative agent for the Lenders (in such capacity, together with its successors and assigns, the "Administrative Agent");

W I T N E S S E T H:

WHEREAS, Grantor has entered into a certain Credit Agreement dated as of even date hereof (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") with various financial institutions and the Administrative Agent, providing for the extensions of credit to be made to the Grantor by the Lenders; and

WHEREAS, Grantor has entered into a certain Guaranty and Collateral Agreement of even date hereof (as may be amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Collateral Agreement") with the Administrative Agent pursuant to which Grantor was required to execute and deliver to the Administrative Agent, for the ratable benefit of the Administrative Agent and the Lenders, this Agreement; and

WHEREAS, pursuant to the terms of the Guaranty and Collateral Agreement, Grantor has granted to Administrative Agent, for the benefit of Administrative Agent and the Lenders, a security interest in substantially all of the assets of Grantor, including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired patents, patent applications, patent licenses, trademarks, trademark applications and trademark licenses, and all products and proceeds thereof, to secure the payment of all amounts owing by Grantor under the Credit Agreement and the Guaranty and Collateral Agreement.

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

1. Incorporation of Credit Agreement and Guaranty and Collateral Agreement. The Credit Agreement and the Guaranty and Collateral Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Guaranty and Collateral Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations, Grantor hereby grants to Administrative Agent, for its benefit and the benefit of Lenders, a continuing security interest in Grantor's entire right, title and interest in and to the following, whether now owned or existing or hereafter created,

acquired or arising (for the avoidance of doubt, excluding, in each case, such items as are not included as “Collateral” pursuant to the terms and conditions of the Guaranty and Collateral Agreement):

(i) each trademark and trademark application owned by Grantor, including, without limitation, each trademark and trademark application referred to in Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;

(ii) each trademark license to which Grantor is a party, together with all goodwill associated therewith;

(iii) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement of any such trademark, including, without limitation, any trademark referred to in Schedule 1 annexed hereto, any trademark issued pursuant to a trademark application referred to in Schedule 1 and any trademark licensed under any trademark license;

(iv) each patent and patent application owned by Grantor, including, without limitation, each patent and patent application referred to in Schedule 2 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;

(v) each patent license to which Grantor is a party, together with all goodwill associated therewith; and

(vi) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement of any such patent, including, without limitation, any patent referred to in Schedule 2 annexed hereto, any patent issued pursuant to a patent application referred to in Schedule 2 and any patent licensed under any patent license.

(Signature Page Follows)

(Signature Page to Patent and Trademark Security Agreement)

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

GRANTOR:

PENGUIN ACQUISITION I, LLC, a
Delaware limited liability company

By: *Rusty W. Freeland*

Rusty W. Freeland
Manager

Agreed and Accepted As of the Date First
Written Above:

**THE PRIVATEBANK AND TRUST
COMPANY**, as Administrative Agent

By: *Cliff O'Ann*
Its: *Managing Director*

CHICAGO#2395950

TRADEMARK
REEL: 004926 FRAME: 0718

SCHEDULE 1

TRADEMARKS AND TRADEMARK APPLICATIONS

Trademarks

U. S Trademark Registrations

Owner	Trademark	Trademark Registration Number	Trademark Application Number	Date of Application	Date of Registration
Jim's Formal Wear, LLC	Mister Penguin	970982	72427447	6/15/72	10/16/73
Jim's Formal Wear, LLC	Mister Penguin Design	1179635	73266001	6/12/80	11/24/81
Jim's Formal Wear, LLC	Jim's Formal Wear	1207605	73285317	11/10/80	9/7/82
Jim's Formal Wear, LLC	Stephen Geoffrey	3320586	78742744	10/28/05	10/23/07
Jim's Formal Wear, LLC	Premier Preservation Company	3759600	77833366	9/23/09	3/9/10
Jim's Formal Wear, LLC	Build A Tux	3827506	77891709	12/11/09	8/3/10
Jim's Formal Wear, LLC	Jim's Formal Wear E-Z Tux Software Design	4143249	85027187	4/30/10	5/15/12
Jim's Formal Wear, LLC	The Tuxedo Builder	4225666	85568515	3/13/12	10/16/12

State Trademark Registrations

Owner	Trademark	State	Trademark Registration Number	Date of Registration
Jim's Formal Wear, LLC	Mister Penguin	Illinois	041472	11/18/71
Jim's Formal Wear, LLC	Mister Penguin	Indiana	50080672	11/21/71
Jim's Formal Wear, LLC	Penguin Figure	Texas	38409	4/2/81
Jim's Formal Wear, LLC	Jim's Formal Wear	Texas	38626	5/15/81

SCHEDULE 2

PATENTS AND PATENT APPLICATIONS

Patents

Owner	Patent	Patent Number	Patent Application Number	Date Patent Issued	Date Patent Applied
Jim's Formal Wear, LLC	Filtration and Recovery System	7964094	11654835	7/26/07	1/18/07