

**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)/Execution Date(s):

Sunny Leigh Studio LLC

- Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State

 Other: Limited Liability CompanyCitizenship (see guidelines) ConnecticutExecution Date(s) December 13, 2012Additional names of conveying parties attached? Yes No**2. Name and address of receiving party(ies)** Yes No

Additional names, addresses, or citizenship attached?

Name: Wells Fargo Trade Capital Services, Inc.Internal
Address: _____Street Address: 100 Park AvenueCity: New YorkState: New YorkCountry: USAZip: 10017

- Association Citizenship _____
 General Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship New York
 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)

3. Nature of conveyance:

- Assignment Merger
 Security Agreement Change of Name
 Other Trademark Collateral Assignment and Security Agreement

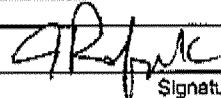
4. Application number(s) or registration number(s) and identification or description of the Trademark.A. Trademark Application No.(s) N/AB. Trademark Registration No.(s) Registration No. 1490270 (Serial No. 73681616)Additional sheet(s) attached? Yes No**C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown)**Mark: SUNNY LEIGH**5. Name address of party to whom correspondence concerning document should be mailed:**Name: CT Lien SolutionsInternal Address: Attn: Susan O'BrienStreet Address: 187 Wolf Road, Suite 101City: AlbanyState: NYZip: 12205Phone Number: 800-342-3676Fax Number: 800-962-7049Email Address: cls-udsalbany@wolterskluwer.com**6. Total number of applications and registrations involved:**1**7. Total fee (37 CFR 2.5(b)(6) & 3.41) \$40.00**

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

8. Payment Information:a. Credit Card Last 4 Numbers 1868Expiration Date 06/15

b. Deposit Account Number _____

Authorized User Name: _____

9. Signature:

Signature

Ikhwan A. Rafeek
Name of Person Signing1/10/13
DateTotal number of pages including cover sheet, attachments, and document. 15

Documents to be recorded (including cover sheet) should be faxed to (703) 306-6999, or mailed to:
 Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1460, Alexandria, VA 22313-1450

OP \$40.00 149027



**TRADEMARK COLLATERAL ASSIGNMENT
AND SECURITY AGREEMENT**

THIS TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT (as amended, supplemented or modified from time to time, this "Agreement") is made this 13th day of December, 2012 between SUNNY LEIGH STUDIO LLC ("Grantor"), having its chief executive office at 207 Ayers Point Road, Saybrook, Connecticut 06475 and WELLS FARGO TRADE CAPITAL SERVICES, INC. ("Factor"), having a place of business at 100 Park Avenue, New York, New York 10017.

WITNESSETH:

WHEREAS, Grantor is the owner of the entire right, title, and interest in and to the trademarks and trademark applications described in Exhibit A hereto and made a part hereof; and

WHEREAS, Factor has entered or is about to enter into certain financing arrangements with FYC Apparel Group, LLC ("FYC") and MSB International, Ltd. ("MSB" and, together with FYC, each individually and collectively the "Client") pursuant to factoring agreements, dated October 2, 2001, by and between Factor and Client ("Factoring Agreements"), and other agreements, documents and instruments referred to therein or at any time executed and/or delivered in connection therewith or related thereto (all of the foregoing, together with the Factoring Agreements and any guaranties made by Assignee in favor of Assignor, as the same now exist or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, being collectively referred to herein as the "Financing Agreements"); and

WHEREAS, in connection with the Financing Agreements, Grantor has executed the Unlimited Guaranty (Limited Liability Company), dated December 13, 2012 (as the same now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, the "Guaranty"), pursuant to which Grantor has guaranteed Client's obligations, subject to the limitations set forth therein, arising under or in connection with the Financing Agreements; and

WHEREAS, Grantor will benefit, directly or indirectly, from the loans and other financial accommodations to Client contemplated by the Factoring Agreement;

WHEREAS, in order to induce Factor to enter into the Factoring Agreement and the other Financing Agreements and to purchase accounts and make loans and advances and provide other financial accommodations to Client pursuant thereto, Grantor has agreed to grant to Factor certain collateral security as set forth herein;

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

I. GRANT OF SECURITY INTEREST

As collateral security for the prompt performance, observance and indefeasible payment in full of all of the Obligations (as hereinafter defined), Grantor hereby grants to Factor, for itself and its affiliates, a collateral security interest in and a general lien upon, and a conditional assignment of, all of Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising and wherever located (collectively the "Collateral"): (a) any and all trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks and service mark

applications, including (i) the trade names, registered trademarks, trademark applications, registered service marks and service mark applications listed on Exhibit A, (ii) all renewals thereof, (iii) all income, royalties, damages and payments now and hereafter due or payable under and to Grantor with respect thereto, including payments under all licenses entered into by Grantor in connection therewith and damages and payments for past or future infringements or dilutions thereof, (iv) the Grantor's right to sue for past, present and future infringements and dilutions thereof, (v) the goodwill of Grantor's business symbolized by the foregoing or connected therewith, and (vi) all of Grantor's rights corresponding thereto throughout the world (collectively, the "Trademarks"); (b) all Trademark Licenses (as hereinafter defined); (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and (d) all products and proceeds (as that term is defined in the UCC) of the foregoing, including any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Trademark License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark License. Notwithstanding anything contained in this Agreement to the contrary, the term "Collateral" shall not include any 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, provided that upon submission and acceptance by the United States Patent and Trademark Office (the "USPTO") of an amendment to allege use pursuant to 15 U.S.C. Section 1060(a) (or any successor provision), such intent-to-use trademark application shall be considered Collateral. For the purposes of this Agreement, "Trademark License" means (a) any licenses or other similar rights provided to Grantor in or with respect to any Trademark owned or controlled by any other Person, and (b) any licenses or other similar rights provided to any other Person in or with respect to any Trademark owned or controlled by Grantor, in each case, including (i) the license agreements listed on Exhibit B, and (ii) the right to use any of the licenses or other similar rights described in this definition in connection with the enforcement of the Factor's rights under the Financing Agreements.

2. OBLIGATIONS SECURED

The security interest, lien and other interests granted to Factor pursuant to this Agreement shall secure the prompt performance, observance and payment in full of all amounts of any nature whatsoever, direct or indirect, absolute or contingent, due or to become due, arising or incurred heretofore or hereafter, arising under this Agreement, the Factoring Agreement, the Guaranty, any other Financing Agreement or by operation of law, now or hereafter owing by Grantor to Factor or to any parent, subsidiary or affiliate of Factor. Said amounts include, but are not limited to loans, debts and liabilities heretofore or hereafter acquired by purchase or assignment from other present or future clients of Factor, or through participation. Without limiting the foregoing, such amounts shall include all advances, loans, interest, commissions, customer late payment charges, cost, fees, expenses, taxes and all receivables charged or chargeable to Client's account under the Factoring Agreement, whether arising under this Agreement, the Factoring Agreement, the Guaranty, the other Financing Agreements or by operation of law and whether incurred by Grantor as principal, surety, endorser, guarantor or otherwise (all hereinafter referred to as "Obligations").

3. REPRESENTATIONS, WARRANTIES AND COVENANTS

Grantor hereby represents, warrants and covenants with and to Factor the following (all of such representations, warranties and covenants being continuing so long as any of the Obligations are outstanding) the truth and accuracy of which, or compliance within, being a continuing condition of the making of loans and advances and other financial accommodations by Factor to Client under the Financing Agreements:

(a) Grantor shall pay and perform all of the Obligations according to their terms.

(b) All of the existing Collateral is valid and subsisting in full force and effect, and Grantor owns the sole, full and clear title thereto, and the right and power to grant the security interest and conditional assignment granted hereunder. Grantor shall, at Grantor's sole expense, perform all acts and execute all documents necessary to maintain the existence of the Collateral consisting of registered Trademarks as registered trademarks and to maintain all of the Collateral as valid and subsisting, including, without limitation, the filing of any renewal affidavits and applications. The Collateral is not subject to any liens, claims, mortgages, assignments, licenses, security interests or encumbrances of any nature whatsoever, except: (i) the security interests granted hereunder and (ii) the licenses permitted under Section 3(e) below.

(c) Grantor shall not assign, sell, mortgage, lease, transfer, pledge, hypothecate, grant a security interest in or lien upon, encumber, grant an exclusive or non-exclusive license relating to the Collateral, or otherwise dispose of any of the Collateral, in each case without the prior written consent of Factor, except as otherwise permitted herein; provided, however, that nothing herein shall prevent the Grantor from granting to third parties licenses, or prevent the Client from granting to third parties sublicenses, to use the Trademarks in the ordinary course, subject to Factor's security interest as set forth herein. Nothing in this Agreement shall be deemed a consent by Factor to any such action, except as such action is expressly permitted hereunder.

(d) Grantor shall, at Grantor's sole expense, promptly perform all acts and execute all documents requested at any time by Factor to evidence, perfect, maintain, record or enforce the security interest in and conditional assignment of the Collateral granted hereunder or to otherwise further the provisions of this Agreement. Grantor hereby authorizes Factor to execute and file one or more financing statements (or similar documents) with respect to the Collateral, signed only by Factor or as otherwise determined by Factor. Grantor further authorizes Factor to have this Agreement or any other substantially similar security agreement filed with the USPTO or any other appropriate federal, state or local government office.

(e) As of the date hereof, Grantor does not have any Trademarks registered, or the subject of pending applications, in the USPTO or any similar office or agency in the United States, any State thereof, any political subdivision thereof or in any other country, other than those described in Exhibit A hereto and has not granted any licenses with respect thereto other than as set forth in Exhibit B hereto.

(f) Grantor shall, concurrently with the execution and delivery of this Agreement, execute and deliver to Factor five (5) originals of a Special Power of Attorney in the form of Exhibit C annexed hereto for the implementation of the assignment, sale or other disposition of the Collateral, upon the occurrence and continuation of an Event of Default, pursuant to Factor's exercise of the rights and remedies granted to Factor hereunder, consistent with and subject to the terms and conditions of this Agreement and applicable law, including but not limited to Chapter 6 and Title 9 of the Uniform Commercial Code of the State of New York.

(g) Factor may, in its sole and absolute discretion, pay any amount or do any act which Grantor fails to pay or do as required hereunder or as requested by Factor to preserve, defend, protect, maintain, record or enforce the Obligations, the Collateral or the security interest and conditional assignment granted hereunder, including, but not limited to, all filing or recording fees, court costs, collection charges, attorneys' fees and legal expenses. Grantor shall be liable to Factor for any such payment, which payment shall be deemed an advance by Factor to Grantor, shall be payable on demand

together with interest at the highest rate then applicable to the indebtedness of Grantor to Factor set forth in the Factoring Agreement and shall be part of the Obligations secured hereby.

(h) Grantor shall not file any application for the registration of a Trademark with the USPTO or any similar office or agency in the United States, any State thereof, any political subdivision thereof or in any other country, unless Grantor has given Factor thirty (30) days prior written notice of such action. If, after the date hereof, Grantor shall (i) obtain any registered Trademark, or apply for any such registration in the USPTO or in any similar office or agency in the United States, any State thereof, any political subdivision thereof or in any other country or (ii) become an owner of any trademark registrations or applications for trademark registration used in the United States, any State thereof, any political subdivision thereof or in any other country, the provisions of Section 1 hereof shall automatically apply thereto. Upon the request of Factor, Grantor shall promptly execute and deliver to Factor any and all assignments, agreements, instruments, documents, and such other papers as may be requested by Factor to evidence the security interests in and conditional assignment of such Trademark in favor of Factor.

(i) Grantor has not abandoned any of the Trademarks and Grantor shall not do any act, nor omit to do any act, whereby the Trademarks may become invalidated, unenforceable, avoided or avoidable, except for the abandonment of those Trademarks which Grantor has ceased to use in the ordinary course of its business or has determined, upon reasonable exercise of business judgment, that such Trademark is not needed to conduct its business, provided, that, Grantor shall provide Factor with prior notice of such abandonment. Grantor shall notify Factor immediately if it knows or has reason to know of any reason why any application, registration, or recording with respect to the Trademarks may become canceled, invalidated, avoided or avoidable.

(j) Grantor shall render any assistance, as Factor shall determine is necessary or advisable, to Factor in any proceeding before the USPTO, any federal or state court, or any similar office or agency in the United States, any State thereof, any political subdivision thereof or in any other country, to maintain such application and registration of the Trademarks as Grantor's exclusive property and to protect Factor's interest therein, including the filing of applications for renewal, affidavits of use, affidavits of incontestability, and opposition, interference, and cancellation proceedings, without limitation, filing of renewals.

(k) To Grantor's knowledge, no material infringement or unauthorized use presently is being made of any of the Trademarks that would adversely affect in any material respect the fair market value of the Collateral or the benefits of this Agreement granted to Factor, including, without limitation, the validity, priority or perfection of the security interest granted herein or the remedies of Factor hereunder. There has been no judgment holding any Trademark invalid or unenforceable, in whole or part, nor is the validity or enforceability of any Trademark being questioned in any litigation or proceeding. Grantor shall promptly notify Factor if Grantor learns of any use by any person of any process or product which materially infringes, or which may be reasonably likely to infringe, upon any Trademark. If requested by Factor, Grantor, at Grantor's sole expense, shall join with Factor in such action as Factor, in Factor's sole and absolute discretion, may deem advisable for the protection of Factor's interest in and to any or all of the Trademarks.

(l) Grantor assumes all responsibility and liability arising from the use of the Trademarks and Grantor hereby indemnifies and holds Factor harmless from and against any claim, suit, loss, damage, or expense (including attorneys' fees and legal expenses) arising out of any alleged defect in any service or product manufactured, promoted, or sold by Grantor in connection with any Trademark or out of the manufacture, promotion, labeling, sale, distribution or advertisement of any such product or

service by Grantor. The foregoing indemnity shall survive the payment of the Obligations, the termination of this Agreement and the termination or non-renewal of the Factoring Agreement.

(m) Grantor shall promptly pay Factor for any and all expenditures made by Factor pursuant to the provisions of this Agreement or for the defense, protection, or enforcement of the Obligations, the Collateral, or the security interests and conditional assignment granted hereunder, including, but not limited to, all filing or recording fees, court costs, collection charges, travel expenses, and attorneys' fees and legal expenses. Such expenditures shall be payable on demand, together with interest at the highest rate then applicable to the indebtedness of Client to Factor set forth in the Factoring Agreement and shall be part of the Obligations secured hereby.

4. RIGHTS AND REMEDIES

Upon the occurrence of any such Event of Default, and at any time thereafter, in addition to all other rights and remedies of Factor, whether provided under this Agreement, the Factoring Agreement, the other Financing Agreements, applicable law or otherwise, Factor shall have the following rights and remedies which may be exercised without notice to, or consent by, Grantor except as such notice or consent is expressly provided for hereunder:

(a) Factor may require that neither Grantor nor Client nor any affiliate or subsidiary of Client make any use of the Trademarks for any purpose whatsoever, subject to any license agreement with any third party, which may be in effect at such time, which such license agreements shall be subject to Factor's security interest in the Trademarks. Factor may make use of any Trademarks for the sale of goods, completion of work-in-process or rendering of services in connection with enforcing any other security interest granted to Factor by Grantor or Client or any subsidiary or affiliate of Client or for such other reason as Factor may determine.

(b) Factor may grant such license or licenses relating to the Collateral for such term or terms, on such conditions, and in such manner, as Factor shall in its sole and absolute discretion deem appropriate. Such license or licenses may be general, special or otherwise, and may be granted on an exclusive or non-exclusive basis throughout all or any part of the United States of America, its territories and possessions, and all foreign countries.

(c) Factor may assign, sell or otherwise dispose of the Collateral or any part thereof, either with or without special conditions or stipulations except that if notice to Grantor of intended disposition of Collateral is required by law, the giving of five (5) days prior written notice to Grantor of any proposed disposition shall be deemed reasonable notice thereof and Grantor waives any other notice with respect thereto. Factor shall have the power to buy the Collateral or any part thereof, and Factor shall also have the power to execute assurances and perform all other acts which Factor may, in its sole and absolute discretion, deem appropriate or proper to complete such assignment, sale or disposition.

(d) In addition to the foregoing, in order to implement the assignment, sale or other disposition of any of the Collateral pursuant to the terms hereof, Factor may at any time execute and deliver on behalf of Grantor, pursuant to the authority granted in the Powers of Attorney described in Section 3(f) hereof, one or more instruments of assignment of the Trademarks (or any application, registration, or recording relating thereto), in form suitable for filing, recording, or registration. Grantor agrees to pay Factor on demand all costs incurred in any such transfer of the Collateral, including, but not limited to, any taxes, fees, and attorneys' fees and legal expenses. Grantor agrees that Factor has no obligation to preserve rights to the Trademarks against any other parties.

(e) Factor may first apply the proceeds actually received from any such license, assignment, sale or other disposition of any of the Collateral to the costs and expenses thereof, including, without limitation, attorneys' fees and all legal, travel and other expenses which may be incurred by Factor. Thereafter, Factor may apply any remaining proceeds to such of the Obligations as Factor may in its sole and absolute discretion determine. In the event the proceeds of Collateral are insufficient to satisfy all of the Obligations in full, Grantor shall remain liable to Factor for any such deficiency of the Obligations remaining unpaid after the application of such proceeds, and Grantor shall pay Factor on demand any such unpaid amount, together with interest at the highest rate then applicable to the indebtedness of Client to Factor set forth in the Factoring Agreements.

(f) Grantor shall supply to Factor or to Factor's designee, Grantor's knowledge and expertise relating to the manufacture, sale and distribution of the products and rendition of services to which the Trademarks relate.

(g) Nothing contained herein shall be construed as requiring Factor to take any such action at any time. All of Factor's rights and remedies, whether provided under this Agreement, the Factoring Agreement, the other Financing Agreements, applicable law or otherwise, shall be cumulative and none is exclusive. Such rights and remedies may be enforced alternatively, successively, or concurrently.

5. JURY TRIAL WAIVER; OTHER WAIVERS AND CONSENTS; GOVERNING LAW

(a) This Agreement is made and is to be performed under the laws of the State of New York and shall be governed by and construed and enforced in accordance with said law, excluding any principles of any conflicts of laws or other rule of law that would result in the application of the law of any jurisdiction other than the laws of the State of New York. Grantor and Factor expressly submit and consent to the jurisdiction of the state and federal courts located in the County of New York, State of New York with respect to any controversy arising out of or relating to this Agreement or any alteration, amendment, change, extension, modification, renewal, replacement, substitution, joinder or supplement thereto or to any transactions in connection therewith. Grantor and Factor irrevocably waive all claims, obligations and defenses that Grantor or Factor, as applicable, may have regarding such court's personal or subject matter jurisdiction, venue or inconvenient forum. Nothing herein shall limit the right of Factor to bring proceedings against Grantor in any other court. Each of the parties to this Agreement hereby waives personal service of any summons or complaint or other process or papers to be issued in any action or proceeding involving any such controversy and hereby agrees that service of such summons or complaint or process may be made by registered or certified mail to the other party at the address appearing on the signature page hereto.

(b) FACTOR AND GRANTOR DO HEREBY WAIVE ANY AND ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING OF ANY KIND ARISING ON, OUT OF, BY REASON OF, OR RELATING IN WAY TO, THIS AGREEMENT OR THE INTERPRETATION OR ENFORCEMENT THEREOF OR TO ANY TRANSACTIONS HEREUNDER.

(c) Grantor waives presentment and protest of any instruments and all notices thereof, notice of default and all other notices to which it might otherwise be entitled.

(d) Factor shall not have any liability to Grantor (whether in tort, contract, equity or otherwise) for losses suffered by Grantor in connection with, arising out of, or in any way related to the transactions or relationships contemplated by this Agreement, or any act, omission or event occurring in connection herewith, unless it is determined by a final and non-appealable judgment or court order

binding on Factor that the losses were the result of Factor's acts or omissions constituting Factor's gross negligence or willful misconduct.

6. MISCELLANEOUS

(a) Unless otherwise specified herein, all notices pursuant to this Agreement shall be in writing and sent either (i) by hand, (ii) by certified mail, return receipt requested, or (iii) by recognized overnight courier service, to the other party at the address set forth herein, or to such other addresses as a party may from time to time furnish to the other party by notice. Any notice hereunder shall be deemed to have been given on (x) the day of hand delivery, (y) the third Business Day after the day it is deposited in the U.S. Mail, if sent as aforesaid, or (z) the day after it is delivered to a recognized overnight courier service with instructions for next day delivery.

(b) Unless the context of this Agreement clearly requires otherwise, all references to the plural included herein shall also mean 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 Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement. Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise specified. Any reference in this Agreement 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). The words "asset" and "property" shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts, and contract rights. The word "Person" means natural persons, corporations, limited liability companies, limited partnerships, general partnerships, limited liability partnerships, joint ventures, trusts, land trusts, business trusts, or other organizations, irrespective of whether they are legal entities, and governments and agencies and political subdivisions thereof, and any reference herein to any Person shall be construed to include such Person's successors and assigns.

(c) Factor shall have the right to assign this Agreement; Grantor shall have no right to assign this Agreement; and this Agreement, the other Financing Agreements and any other document referred to herein or therein shall be binding upon Grantor, Client and their successors and assigns and inure to the benefit of and be enforceable by Factor and its successors and assigns.

(d) No failure or delay by Factor in exercising any of its powers or rights hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any such power or right preclude other or further exercise thereof or the exercise of any other right or power. Factor's rights, remedies and benefits hereunder are cumulative and not exclusive of any other rights, remedies or benefits which Factor may have. No waiver by Factor will be effective unless in writing and then only to the extent specifically stated.

(e) If any provision of this Agreement is found to be unenforceable or otherwise invalid under applicable law, such provision shall be ineffective only to the extent of such invalidity and the remaining provisions of this Agreement shall remain in full force and effect.

(f) This Agreement is the result of full and complete negotiation at arm's length by all parties hereto. No prior drafts or memoranda prepared by any party shall be used to construe or interpret any provision hereof, nor shall any one party be construed the "drafter" of this Agreement for the purpose

of construing the terms, conditions or obligations set forth herein. This Agreement sets forth the documents executed concurrently herewith contain the entire understanding of the parties with respect to the matters set forth herein and supersedes in their entirety any and all understandings and agreements, whether Written or oral, of the parties with respect to the foregoing. This Agreement cannot be changed, modified or amended in any respect except by a Writing executed by the party to be charged. Grantor acknowledges that it has been advised by counsel in connection with the execution of this Agreement and the other Financing Agreements and is not relying upon oral representations or statements inconsistent with the terms and provisions of this Agreement.

[Signature Page Follows]

EXHIBIT A
TO
TRADEMARK COLLATERAL ASSIGNMENT
AND SECURITY AGREEMENT

LIST OF TRADEMARKS AND TRADEMARK APPLICATIONS

	Serial No.	Registration No.	Mark
1	73681816	1490270	SUNNY LEIGH

EXHIBIT B
TO
TRADEMARK COLLATERAL ASSIGNMENT
AND SECURITY AGREEMENT

LICENSES

[NONE]

2294193.1

**EXHIBIT C
TO
TRADEMARK COLLATERAL ASSIGNMENT
AND SECURITY AGREEMENT**

SPECIAL POWER OF ATTORNEY

STATE OF _____)
) ss.:
COUNTY OF _____)

KNOW ALL MEN BY THESE PRESENTS, that SUNNY LEIGH STUDIO LLC ("Grantor"), hereby appoints and constitutes WELLS FARGO TRADE CAPITAL SERVICES, INC. ("Factor"), and each officer thereof, its true and lawful attorney, with full power of substitution and with full power and authority to perform the following acts on behalf of Grantor:

1. Execution and delivery of any and all agreements, documents, instrument of assignment, or other papers which Factor, in its sole and absolute discretion, deems necessary or advisable for the purpose of assigning, selling, or otherwise disposing of all right, title, and interest of Grantor in and to any Trademarks, as such term is defined in the Trademark Collateral Assignment and Security Agreement, dated as of the date hereof, between Grantor and Factor (the "Agreement"), or for the purpose of recording, registering and filing of, or accomplishing any other formality with respect to the foregoing.

2. Execution and delivery of any and all documents, statements, certificates or other papers which Factor, in its sole and absolute discretion, deems necessary or advisable to further the purposes described in Subparagraph 1 hereof.

This Power of Attorney is made pursuant to the Agreement and is subject to the terms and provisions thereof. This Power of Attorney, being coupled with an interest, is irrevocable until all "Obligations," as such term is defined in the Agreement, are paid in full and the Agreement is terminated in writing by Factor.

Dated: December __, 2012

SUNNY LEIGH STUDIO LLC

By: _____

Title: _____

Address: 207 Ayers Point Road,
Saybrook, Connecticut 06475


STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On the ____ day of _____ in the year 2012, before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signatures on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

IN WITNESS WHEREOF, Grantor and Factor have executed this Agreement as of the day and year first above written.


SUNNY LEIGH STUDIO LLC

By:  _____

Title: _____

Address: 207 Ayers Point Road,
Saybrook, Connecticut 06475

WELLS FARGO TRADE CAPITAL
SERVICES, INC.

By:  _____

ALEXANDER J. CHUBOT
Title: SERVICES VICE PRESIDENT

Address: 100 Park Avenue
New York, New York 10017

Connecticut
STATE OF ~~NEW YORK~~)
) ss.:
COUNTY OF NEW ~~YORK~~ HAVEN)

On the 21 day of December in the year 2012, before me, the undersigned, personally appeared Maria Chiat, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signatures on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Laura A Rudd
Notary Public LAURA A RUDD
4.30.15

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

As of this day of December, 2012, before me personally came Alexander J Chobak, to me known, who, being duly sworn, did depose and say, that s/he is a Senior Vice President of WELLS FARGO TRADE CAPITAL SERVICES, INC., the company described in and which executed the foregoing instrument; and that s/he signed his/her name thereto with the authorization of the members of said company.

James C Bodie
Notary Public

