

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
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|                       |                   |
|-----------------------|-------------------|
| SUBMISSION TYPE:      | NEW ASSIGNMENT    |
| NATURE OF CONVEYANCE: | SECURITY INTEREST |

|                             |          |                |                         |
|-----------------------------|----------|----------------|-------------------------|
| <b>CONVEYING PARTY DATA</b> |          |                |                         |
| Name                        | Formerly | Execution Date | Entity Type             |
| Big M, Inc.                 |          | 01/25/2013     | CORPORATION: NEW JERSEY |

|                             |                                     |
|-----------------------------|-------------------------------------|
| <b>RECEIVING PARTY DATA</b> |                                     |
| Name:                       | Salus Capital Partners, LLC         |
| Street Address:             | 197 First Avenue                    |
| Internal Address:           | Suite 250                           |
| City:                       | Needham                             |
| State/Country:              | MASSACHUSETTS                       |
| Postal Code:                | 02494                               |
| Entity Type:                | LIMITED LIABILITY COMPANY: DELAWARE |

|                                   |         |                       |
|-----------------------------------|---------|-----------------------|
| <b>PROPERTY NUMBERS Total: 39</b> |         |                       |
| Property Type                     | Number  | Word Mark             |
| Registration Number:              | 3310481 | AFAZE                 |
| Registration Number:              | 1623075 | AFAZE                 |
| Registration Number:              | 1718329 | AFAZE                 |
| Registration Number:              | 2554846 | MANDEE                |
| Registration Number:              | 2295956 | MANDEE                |
| Registration Number:              | 3290171 | MANDEE                |
| Registration Number:              | 1484257 | MANDEE                |
| Registration Number:              | 1484327 | MANDEE                |
| Registration Number:              | 2746260 | M                     |
| Registration Number:              | 1484258 | MANDEE SHOP           |
| Registration Number:              | 1484711 | MANDEE SHOPS          |
| Registration Number:              | 2301747 | MANDEE SHOPS          |
| Registration Number:              | 2631114 | MANDEE TO THE RESCUE! |

OP \$990.00 3310481

|                      |         |   |
|----------------------|---------|---|
| Registration Number: | 3062020 | MANDEE TO THE RESCUE                                      |
| Registration Number: | 3369997 | MUST BE MANDEE  |
| Registration Number: | 1447629 | FUSION  |
| Registration Number: | 3372733 | FUSION  |
| Registration Number: | 2876832 | FUSION  |
| Registration Number: | 3277978 | FUSION DENIM  |
| Registration Number: | 3252535 | FUSION JEANS  |
| Registration Number: | 1510201 | FUSION SPORT  |
| Registration Number: | 2121672 | TENDER SECRETS  |
| Registration Number: | 3034062 | TENDER SECRETS  |
| Registration Number: | 1089933 | T. H. MANDY   |
| Registration Number: | 4007521 | INK NJ65458   |
| Registration Number: | 1195420 | ANNIE SEZ   |
| Registration Number: | 1229811 | ANNIESEZ:   |
| Registration Number: | 1560220 | ANNIE SEZ:  |
| Registration Number: | 1497214 | ANNIE SEZ:  |
| Registration Number: | 1518061 | ANNIE SEZ:  |
| Registration Number: | 2246244 | ANNIE SEZ   |
| Registration Number: | 2036626 | ANNIE SEZ   |
| Registration Number: | 2781758 | ANNIE SEZ   |
| Registration Number: | 2018944 | ANNIE SEZ YOU'RE NOT THE ONLY ONE WITH THE OBSESSION      |
| Registration Number: | 1432542 | ANNIE SEZ: IT'S NOT JUST A STORE, IT'S AN OBSESSION.      |
| Registration Number: | 1343602 | ANNIE SEZ: THE RIGHT LOOK THE RIGHT LABEL THE RIGHT PRICE |
| Registration Number: | 3977787 | I LOVE LABELS. I CRAVE SAVINGS. I SHOP ANNIE SEZ.         |
| Registration Number: | 2956724 | TROVARÉ   |
| Registration Number: | 3415417 | TROVARE   |

**CORRESPONDENCE DATA**

Fax Number: 6172484000

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

Email: tadmin@choate.com

Correspondent Name: Daniel L. Scales

Address Line 1: Two International Place

Address Line 2: Choate Hall & Stewart LLP

Address Line 4: Boston, MASSACHUSETTS 02110

**TRADEMARK**

**REEL: 004951 FRAME: 0013**

|                    |                    |
|--------------------|--------------------|
|                    | 2010280.0018       |
| NAME OF SUBMITTER: | Daniel L. Scales   |
| Signature:         | /daniel l. scales/ |
| Date:              | 01/29/2013         |

**Total Attachments: 26**

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## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of January 25, 2013, is entered into between Big M, Inc., a New Jersey corporation, as debtor and debtor-in-possession, with an address at 12 Vreeland Avenue, Totowa, New Jersey 07512 (the "Grantor"), and Salus Capital Partners, LLC, a Delaware limited liability company with an address at 197 First Avenue, Suite 250, Needham, Massachusetts 02494 (the "Lender") in consideration of the mutual covenants contained herein and benefits to be derived herefrom.

### WITNESSETH:

WHEREAS, the Grantor has entered into that certain Debtor-In-Possession Credit Agreement, dated as of the date hereof (as amended and in effect from time to time, the "Credit Agreement") with Lender;

WHEREAS, pursuant to the Credit Agreement, the Grantor and the Lender are executing or have executed that certain Security Agreement, dated as of the date hereof, by the Grantor in favor of the Lender for the benefit of the Lender and the other Credit Parties (as amended and in effect from time to time, the "Security Agreement");

NOW, THEREFORE, in consideration of the mutual conditions and agreements set forth in this Agreement, and for good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. Definitions: Capitalized terms used herein and not defined herein shall have the meanings assigned to such terms in the Security Agreement. As used herein, the following terms shall have the following meanings:

"PTO" shall mean the United States Patent and Trademark Office or any other federal governmental agency which may hereafter perform its functions.

"Trademarks" shall mean all issued or applied for trademarks, trade names, corporate names, company names, business names, fictitious business names, trade dress, service marks, designs, logos and other source or business identifiers, prints and labels on which any of the foregoing may appear, whether registered or applied for, including, without limitation, the trademarks listed on Exhibit A annexed hereto and made a part hereof, together with all registrations and recordings thereof, all applications in connection therewith, and any goodwill of the business connected with, and symbolized by, any of the foregoing; provided, that, Trademarks shall not be deemed to include any "intent to use" Trademark applications for which a statement of use has not been filed (but only until such statement is filed).

"Trademark Collateral" shall have the meaning assigned to such term in Section 2 hereof.

"Trademark Licenses" shall mean all agreements, whether written or oral, providing for the grant by or to the Grantor (in the case of grants to the Grantor only to the extent a grant of security interest is permitted by such license) of any right to use any Trademark, including, without limitation, the agreements listed on Exhibit A annexed hereto and made a part hereof.

2. Grant Of Security Interest: In furtherance and as confirmation of the Security Interest granted by the Grantor to the Lender under the Security Agreement, and as further security for the payment or performance in full of the Secured Obligations, the Grantor hereby ratifies such Security Interest and grants to the Lender a continuing security interest in all of the present and future right, title and interest of the Grantor in and to the following property, and each item thereof, whether now owned or existing or hereafter acquired or arising, together with all products, proceeds, substitutions, and accessions of or to any of the following property (collectively, the "Trademark Collateral"):

- (a) All Trademarks and Trademark Licenses;
- (b) All renewals of any of the foregoing;
- (c) All General Intangibles connected with the use of, or related to, any and all Trademark Collateral (including, without limitation, all goodwill of the Grantor and its business, products and services appurtenant to, associated with, or symbolized by, any and all and the use thereof);
- (d) All income, royalties, damages, and payments now and hereafter due and/or payable under and with respect to any of the foregoing, including, without limitation, payments under all Trademark Licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof;
- (e) All of the Grantor's rights corresponding to any of the foregoing throughout the world; and
- (f) All Proceeds of any of the foregoing.

3. Protection Of Trademark Collateral By Grantor: Except as set forth below in this Section 3, the Grantor shall undertake the following with respect to the Trademark Collateral, to the extent commercially reasonable:

- (a) Pay all renewal fees and other fees and costs associated with maintaining the Trademark Collateral and with the processing of the Trademark Collateral and take all other reasonable and necessary steps to maintain each registration of the material Trademark Collateral.
- (b) Take all actions reasonably necessary to prevent any of the Trademark Collateral from becoming forfeited, abandoned, dedicated to the public, invalidated or impaired in any way except if the effect thereof could not reasonably be expected to have a Material Adverse Effect on the Grantor's business. Without the consent of the Lender, Grantor shall not abandon any trademark registration or pending trademark registration if such abandonment could reasonably be expected to have a Material Adverse Effect on the Grantor's business.
- (c) At the Grantor's sole cost, expense, and risk, pursue the prompt, diligent processing of each application for registration which is the subject of the security interest created herein and not abandon or delay any such efforts if such abandonment or delay could reasonably be expected to have a Material Adverse Effect on the Grantor's business. The Grantor shall, at Grantor's sole commercially reasonable expense, promptly apply for and obtain all renewals or extensions of the Trademarks to the full extent permitted by law except to the extent, in Grantor's reasonable discretion, exercised in good faith, such renewal or extension is not reasonable, prudent or beneficial to such Grantor or its operations.

(d) At the Grantor's sole commercially reasonable cost, expense, and risk, take any and all action reasonably necessary to protect the Trademark Collateral from infringement, misappropriation or dilution, including, without limitation, the prosecution and defense of infringement actions.

4. Grantor's Representations And Warranties: The Grantor represents and warrants that:

(a) Exhibit A is a true, correct, and complete list of all registered and applications for Trademarks and Trademark Licenses owned by the Grantor as of the date hereof, all of which, to the best of Grantor's knowledge, are subsisting, valid, and enforceable. All Trademark Licenses which are material to the operation of Grantor's business are indicated with an asterisk on Exhibit A and have been delivered to the Lender.

(b) Except as set forth in Exhibit A, none of the Trademark Collateral is the subject of any licensing or franchise agreement pursuant to which Grantor is the licensor or franchisor.

(c) All Trademark Collateral is, and shall remain, free and clear of all Liens, encumbrances, or security interests in favor of any Person, other than Permitted Liens and Liens in favor of the Lender.

(d) The Grantor owns, or is licensed to use, all Trademark Collateral necessary for the conduct of Grantor's business as currently conducted. No material claim has been asserted and is pending by any Person challenging or questioning the use by the Grantor of any of its Trademark Collateral or the validity or effectiveness of any of its Trademark Collateral, nor does the Grantor know of any valid basis for any such claim, except as otherwise set forth in the Security Agreement. The Grantor shall have the duty to notify the Lender promptly of any such claim or infringement and the details thereof. To Grantor's knowledge, the use by the Grantor of the Trademark Collateral does not infringe the rights of any Person in any material respect. To Grantor's knowledge, no holding, decision, or judgment has been rendered by any governmental authority which would limit, cancel, or question the validity of or the Grantor's rights in any Trademark Collateral in any respect that could reasonably be expected to have a Material Adverse Effect.

(e) The Grantor shall give the Lender written notice (with reasonable detail) within ten (10) days following the occurrence of any of the following:

(i) The Grantor's obtaining rights from a third party to, and filing applications for registration of, any material Trademark Collateral, or otherwise acquiring ownership of any newly registered Trademark Collateral;

(ii) The Grantor's becoming entitled to the benefit of any registered Trademark Collateral whether as licensee or licensor, which is material to its business;

(iii) The Grantor's entering into any new material Trademark Licenses; and

(iv) The Grantor's knowing that any registration relating to any material Trademark Collateral may become forfeited, abandoned or dedicated to the public, or of any adverse determination or development (including, without limitation, the institution of, or any such determination or development in, any proceeding in the PTO or any court or tribunal) regarding the Grantor's ownership of, or the validity of, any material Trademark Collateral or the Grantor's right to register the same or to own and maintain the same.

(f) The execution, delivery and performance of this Agreement are within the power of the Grantor and have been duly authorized by all necessary corporate or other action and do not, to the best of Grantor's knowledge, contravene any law, rule, regulation or any judgment, decree or order of any tribunal or of any agreement to which Grantor is a party or by which any of its property is bound.

5. Agreement Applies To Future Trademark Collateral:

(a) The provisions of this Agreement shall automatically apply to any such additional property or rights described in Section 4(e), above, all of which shall be deemed to be and treated as "Trademark Collateral" within the meaning of this Agreement.

(b) Upon the reasonable request of the Lender, the Grantor shall execute, deliver, and have recorded any and all agreements, instruments, documents, and papers as the Lender may reasonably request to evidence the Lender's security interest in any Trademark and the goodwill and General Intangibles of the Grantor relating thereto or represented thereby (including, without limitation, filings with the PTO or any similar office), and the Grantor hereby constitutes the Lender as its attorney-in-fact to execute and file all such writings for the foregoing purposes, all acts of such attorney being hereby ratified and confirmed; *provided, however*, the Lender's taking of such action shall not be a condition to the creation or perfection of the security interest created hereby. Notwithstanding the foregoing, the Grantor authorizes the Lender to modify this Agreement, without the necessity of any Grantor's further approval or signature, by amending Exhibit A to include any such additional property or rights described in Section 4(e), above, to the extent the Lender provides written notice to the Grantor of any such modification within five (5) Business Days of such modification.

6. Grantor's Rights To Enforce Trademark Collateral: So long as an Event of Default shall not have occurred or be continuing, the Grantor shall have the exclusive right to sue for past, present, and future infringement of the Trademark Collateral including the right to seek injunctions and/or money damages, in an effort by the Grantor to protect the Trademark Collateral against encroachment by third parties, *provided, however*:

(a) The Grantor first provides the Lender with written notice of the Grantor's intention to so sue for enforcement of any Trademark Collateral; and

(b) Any money damages awarded or received by the Grantor on account of such suit (or the threat of such suit) shall constitute Trademark Collateral.

7. Lender's Actions To Protect Trademark Collateral: In the event of (a) the Grantor's failure to cure any failure by the Grantor to perform any of the Grantor's obligations hereunder; and/or (b) the occurrence of any Event of Default which has not been expressly waived by Lender in writing, the Lender, acting in its own name or in that of the Grantor, may (but shall not be required to) act in the Grantor's place and stead and/or in the Lender's own right in connection therewith. Upon a Responsible Officer obtaining knowledge of any claim of any material infringement by a third party of any of the Trademarks in the United States that are material to Grantor's business or operations, the Grantor shall notify the Lender promptly of such infringement and shall take all reasonably necessary actions, as determined by exercise of its good faith business judgment, to obtain the cessation of such infringement and recover all damages resulting therefrom or to otherwise preserve the value of such Trademarks to Grantor's business, including, after and during the continuance of an Event of Default which has not been expressly waived by Lender in writing, such action as the Lender deems reasonably necessary. If, after and during the continuance of an Event of Default which has not been expressly waived by Lender in writing, Grantor shall fail to take such action within five (5) days after such notice is given to the Lender, the Lender may, upon notice to Grantor, but shall not be required to, itself take such action in the name of

Grantor, and Grantor hereby appoints the Lender the true and lawful attorney of Grantor, for it and in its name, place and stead, on behalf of Grantor, solely to commence judicial proceedings in any court or before any other tribunal to enjoin and recover damages for such infringement, any such damages due to Grantor, net of costs and attorneys' fees reasonably incurred, to be applied to the Obligations.

8. Rights Upon Default: Upon the occurrence and during the continuation of any Event of Default, which has not been waived in writing by Lender, the Lender may exercise all rights and remedies of a secured party upon default under the Uniform Commercial Code as adopted in the State of New York, with respect to the Trademark Collateral, in addition to which the Lender may sell, license, assign, transfer, or otherwise dispose of the Trademark Collateral. Any person may conclusively rely upon an affidavit of an officer of the Lender that an Event of Default has occurred and is continuing and that the Lender is authorized to exercise such rights and remedies. The Lender shall give to the Grantor at least ten (10) days' prior written notice (which the Grantor agrees is "reasonable notification" under the Uniform Commercial Code) of the time and place of any public sale of the Trademarks or of the time after which any private sale or any other intended disposition is to be made.

If any Event of Default shall have occurred and shall not have been expressly waived by Lender in writing, the Grantor hereby grants to the Lender the right and exclusive license to make, have made, use and sell the marks disclosed and claimed in the Trademarks for the benefit and account of the Lender.

To the extent permitted by applicable law, the Grantor hereby waives any and all rights that it may have to judicial hearing in advance of the enforcement of any of the Lender's rights hereunder, including, without limitation, its rights following any Event of Default which shall have occurred and shall not have been expressly waived by Lender in writing, to take immediate possession of the Trademarks and exercise its rights with respect thereto.

The Lender shall not be required to marshal any present or future security for (including, but not limited to, this Agreement and the Trademarks subject to a security interest hereunder), or guaranties of the Obligations or any of them, or to resort to such security or guaranties in any particular order; and all of the rights hereunder and in respect of such security and guaranties shall be cumulative and in addition to all other rights, however existing or arising. To the extent that it lawfully may, the Grantor hereby agrees that it will not invoke any law relating to the marshalling of collateral which might cause delay in or impede the enforcement of the Lender's rights under this Agreement or any other instrument evidencing any of the Obligations or by which any of the Obligations is secured or guaranteed, and to the extent that it lawfully may, the Grantor hereby irrevocably waives the benefits of all such laws.

9. Lender As Attorney In Fact:

(a) Upon the occurrence and during the continuance of any Event of Default which has not been waived in writing by the Lender, the Grantor irrevocably constitutes and designates the Lender as such Grantor's attorney in fact:

(i) To exercise any of the rights and powers referenced herein; and

(ii) To execute all such instruments, documents, and papers as the Lender determines to be appropriate in connection with the exercise of such rights and remedies and to cause the sale, license, assignment, transfer, or other disposition of the Trademark Collateral.

(b) The within grant of a power of attorney, being coupled with an interest, shall be irrevocable until this Agreement is terminated by a duly authorized officer of the Lender.



(c) The Lender shall not be obligated to do any of the acts or to exercise any of the powers authorized by Section 9(a), but if the Lender elects to do any such act or to exercise any of such powers, it shall not be accountable for more than it actually receives as a result of such exercise of power, and shall not be responsible to Grantor for any act or omission to act except for any act or omission to act as to which there is a final determination made in a judicial proceeding (in which proceeding the Lender has had an opportunity to be heard) which determination includes a specific finding that the subject act or omission to act had been grossly negligent, in actual bad faith, intentional misconduct or fraud.

10. Lender's Rights: Any use by the Lender of the Trademark Collateral, as authorized hereunder in connection with the exercise of the Lender's rights and remedies under this Agreement and under the Security Agreement, shall be coextensive with the Grantor's rights thereunder and with respect thereto and without any liability for royalties or other related charges.

11. Further Assurances: Grantor shall, at Grantor's sole expense, do, make, execute, and deliver all such additional and further acts, things, deeds, assurances, and instruments, in each case in form and substance reasonably satisfactory to and reasonably required by the Lender, relating to the creation, validity, or perfection of the security interests and assignments provided for in this Agreement under 35 U.S.C. Section 261, 15 U.S.C. Section 1051 et seq., the Uniform Commercial Code or other laws of the United States or the State of New York, or of any other countries or states as the Lender may from time to time reasonably request, and shall take all such other action as the Lender may reasonably require to more completely vest in and assure to the Lender its rights hereunder or in any of the Trademarks, and the Grantor hereby irrevocably authorizes the Lender or its designee, at Grantor's expense, to execute such documents, and file such financing statements with respect thereto with or without Grantor's signature, as the Lender may deem appropriate. In the event that any rerecording or refiling (or the filing of any statement of continuation or assignment of any financing statement), or any repledge or reassignment, or any other action, is required at any time to protect and preserve such security interest and assignments, the Grantor shall, at its sole cost and expense, cause the same to be done or taken at such time and in such manner as may be reasonably necessary and as may be reasonably requested by the Lender.

Upon the occurrence and during the continuance of any Event of Default which has not been waived in writing by the Lender, the Grantor irrevocably constitutes and designates the Lender as such Grantor's attorney in fact, the Lender is hereby irrevocably appointed by the Grantor as Grantor's lawful attorney and agent, with full power of substitution, to execute, deliver, record, and file on behalf of and in the name of Grantor such financing statements, assignments, pledges, and other documents and agreements, and to take such other action as the Lender may deem necessary for the purpose of perfecting, protecting or effecting the security interests and assignments granted herein and effected hereby, and any liens necessary or desirable to implement or effectuate the same, under any applicable law, and the Lender is hereby authorized to file on behalf of and in the name of the Grantor at Grantor's sole expense, such financing statements, assignments, pledges, documents, and agreements in any appropriate governmental office. The Lender may include reference to Grantor and the Trademarks (and may utilize any logo or other distinctive symbol associated with such Grantor) in connection with any advertising, promotion, marketing or sale undertaken by the Lender.

In fulfilling its responsibility for the prosecution, defense, enforcement, or any other necessary or desirable actions in connection with the Trademarks, the Grantor shall hold the Lender harmless from any and all costs, damages, indebtedness, and expenses that may be incurred by the Lender (other than as a result of gross negligence, willful misconduct, intentional misconduct or fraud of the Lender) in connection with the Lender's interest in the Trademarks or any other action or failure to act in connection with this Agreement or the transactions contemplated hereby. In respect of such responsibility, the Grantor shall retain trademark counsel, as the case may be, acceptable to the Lender.

12. Waivers: Except for notices specifically provided for herein, the Grantor hereby expressly waives demand, notice, protest, notice of acceptance of this Agreement, notice of loans made, credit extended, collateral received or delivered, or other action taken in reliance hereon and all other demands and notices of any description. With respect both to the Obligations and any collateral therefor, the Grantor assents to any extension or postponement of the time of payment or any other indulgence, to any substitution of any party or person primarily or secondarily liable, to the acceptance of partial payment thereon and the settlement, compromising or adjusting of any thereof, all in such manner and at such time or times as the Lender may deem advisable. The Lender shall not have any duty as to the protection of the Trademarks or any income thereon, nor as to the preservation or rights against prior parties, nor as to the preservation of any rights pertaining thereto. The Lender may exercise its rights with respect to the Trademarks without resorting or regard to other collateral or sources of reimbursement for liability. The Lender shall not be deemed to have waived any of its rights upon or under the Obligations or the Trademarks unless such waiver be in writing and signed by the Lender in accordance with the terms of the Security Agreement. No delay or omission on the part of the Lender in exercising any right shall operate as a waiver of any right on any future occasion. All rights and remedies of the Lender with respect to the Obligations or the Trademarks, whether evidenced hereby or by any other instrument or papers, shall be cumulative and may be exercised singularly or concurrently.

13. Releases: The Grantor and the Lender may from time to time agree in writing to the release of certain of the Trademarks from the security interest created hereby, and, in the case of Trademarks the Grantor proposes to abandon, the Lender agrees that, prior to an Event of Default, it will release its security interest in any Trademark Grantor proposes to abandon so long as such Trademark is no longer used by Grantor and is not material to the operations of Grantor, provided, that such abandonment is effected in accordance with all bankruptcy laws applicable to the Borrower at such time and, provided, further, that after the occurrence and during the continuance of an Event of Default which has not been expressly waived by Lender in writing, the Lender's consent will be required prior to any such release and abandonment.

14. Intent: This Agreement is being executed and delivered by the Grantor for the purpose of registering and confirming the grant of the security interest of the Lender in the Trademark Collateral with the PTO. It is intended that the security interest granted pursuant to this Agreement is granted as a supplement to, and not in limitation of, the collateral interest granted to the Lender, for the ratable benefit of the Credit Parties, under the Security Agreement. All provisions of the Security Agreement shall apply to the Trademark Collateral. The Lender shall have the same rights, remedies, powers, privileges and discretions with respect to the security interests created in the Trademark Collateral as in all other Collateral.

15. Miscellaneous:

(a) The Grantor shall hold the Lender harmless from any and all costs, damages, and expenses, including, but not limited to reasonable attorneys' fees, which may be incurred by the Lender or Grantor in connection with any action or failure to act by the Lender or any Lender in connection with this Agreement, except those arising from the gross negligence, willful misconduct, intentional misconduct, or fraud of the Lender.

(b) Any and all rights and interests of the Lender in and to the Trademarks (and any and all obligations of the Grantor with respect to the same) provided herein, or arising hereunder or in connection herewith, shall only supplement and be cumulative and in addition to the rights and interests of the Lender (and the obligations of the Grantor) in, to or with respect to the Collateral provided in or arising under or in connection with the Credit Agreement and the other Loan Documents and shall not be in derogation thereof.

(c) THIS AGREEMENT AND ALL RIGHTS AND OBLIGATIONS HEREUNDER, INCLUDING MATTERS OF CONSTRUCTION, VALIDITY, AND PERFORMANCE, SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE UNITED STATES, AND, TO THE EXTENT THAT THE LAWS OF THE UNITED STATES ARE NOT APPLICABLE, BY AND WITH THE LAWS OF THE OF THE STATE OF NEW YORK (WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAWS). THIS AGREEMENT IS INTENDED TO TAKE EFFECT AS A SEALED INSTRUMENT. The Grantor agrees that any suit for the enforcement of this Agreement may be brought in the courts of the State of New York or the United States of America for the Southern District of New York, and consents to the nonexclusive jurisdiction of such court and to service of process in any such suit being made upon any Grantor by mail at the address specified in the Credit Agreement. The Grantor hereby waives any objection that it may now or hereafter have to the venue of any such suit or any such court or that such suit is brought in an inconvenient court.

(d) All notices hereunder shall be in writing and shall be given as provided in the Credit Agreement.

(e) Neither this Agreement nor any term hereof may be changed, waived, discharged, or terminated except by a written instrument expressly referring to this Agreement and to the provisions so modified or limited, and executed by all the parties hereto.

(f) This Agreement and all obligations of the Grantor shall be binding upon the successors and assigns of the Grantor, and shall, together with the rights and remedies of the Lender hereunder, inure to the benefit of the Lender and its successors and assigns. If any term of this Agreement shall be held to be invalid, illegal, or unenforceable, the validity of all other terms hereof shall be in no way affected thereby, and this Agreement shall be construed and be enforceable as if such invalid, illegal, or unenforceable term had not been included herein. Terms used herein without definition which are defined in the Uniform Commercial Code as in effect in the State of New York have such defined meanings herein, unless the context otherwise indicates or requires.

(g) THE GRANTOR AND THE LENDER MUTUALLY HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVE THE RIGHT TO A TRIAL BY JURY IN RESPECT OF ANY CLAIM BASED HEREON, ARISING OUT OF, UNDER, OR IN CONNECTION WITH THIS AGREEMENT OR ANY OTHER DOCUMENT CONTEMPLATED TO BE EXECUTED IN CONNECTION HERewith OR ANY COURSE OF CONDUCT, COURSE OF DEALINGS, STATEMENTS (WHETHER VERBAL OR WRITTEN), OR ACTIONS OF ANY PARTY. THIS WAIVER CONSTITUTES A MATERIAL INDUCEMENT FOR THE LENDER TO ENTER INTO THIS AGREEMENT AND MAKE THE LOANS. Except as prohibited by law, the Grantor waives any right which it may have to claim or recover in any litigation referred to in the first sentence of this Section 15 any special, exemplary, punitive or consequential damages or any damages other than, or in addition to, actual damages. The Grantor (i) certifies that neither the Lender, nor any representative, agent, or attorney of the Lender has represented, expressly or otherwise, that the Lender would not, in the event of litigation, seek to enforce the foregoing waivers and (ii) acknowledges that, in entering into the Credit Agreement and the other Loan Documents to which the Lender is a party, the Lender is relying upon, among other things, the waivers and certifications in this Section 15.

(h) This Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Agreement. Delivery of an executed counterpart of this Agreement by fax, email, or other electronic transmission shall be equally as effective as delivery of an original executed counterpart of this Agreement. Any party delivering an executed counterpart of this Agreement by fax, email, or other electronic transmission also

shall deliver an original executed counterpart of this Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Agreement.

(i) Any discrepancy between this Agreement and the Security Agreement shall be resolved in favor of the Security Agreement.

[Signature Pages to Follow]

In witness whereof, each of the undersigned has caused this Agreement to be duly executed and delivered by its proper and duly authorized officer as of the date set forth above.

GRANTOR:

**BIG M, INC.** as debtor and debtor-in-possession

By: 

Name: Glenn R. Langberg


Title: Chief Restructuring Officer

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 004951 FRAME: 0024**

LENDER:

**SALUS CAPITAL PARTNERS, LLC**

By:   
Name: Kyle C. Shonak  
Title: Senior Vice President, Special Opportunities

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 004951 FRAME: 0025**

**Exhibit A**

AFAZE MARKS - UNITED STATES

| MARK  | REG NO    | REG DATE   | CL       | GOODS OR SERVICES   | STATUS AND REMARKS  |
|-------|-----------|------------|----------|---|---|
| AFAZE | 3,310,481 | 10/16/2007 | SM<br>35 | Retail stores featuring women's sportswear, lingerie, pajamas, robes, belts, gloves, hats, mufflers, scarves, hosiery, shoes, handbags, hair accessories, jewelry, watches, sunglasses, picture frames and stationery.  | Registered<br>Section 8 & 15 due<br>10/16/12 - 10/16/2013<br>Renewal due 10/16/2017 |
| AFAZE | 1,623,075 | 11/13/1990 | SM<br>42 | Retail cosmetic bags, cosmetic brushes, decorative perfume bottles, desk accessories, gift items, mirrors, picture frames, stationery, soaps, handbags, jewelry, key chains; and ladies' and men's belts, gloves, hats, mufflers, neckties, scarves, socks, sunglasses, watches | Registered<br>Renewal due<br>11/13/2020   |
| AFAZE | 1,718,329 | 9/22/1992  | TM<br>26 | Hair bands, hairclips and bows attached, hair combs for holding the hair in place, barrettes and bobby pins   | Registered<br>Renewal due<br>9/22/2012/MARK<br>ALLOWED TO LAPSE                     |



**AFAZE - FOREIGN**

**EUROPEAN UNION**

| MARK  | REG. NO.  | REG. DATE   | CL | GOODS/SERVICES  | STATUS   |
|-------|-----------|---|----|---|--|
| AFAZE | 008129744 | as of February 27, 2009<br>(the application date) | 14 | Precious metals and their alloys and goods in precious metals or coated therewith, not included in other classes; jewelry; costume jewelry; precious stones; semi-precious stones and man-made stones used as jewelry including artificial rubies and diamonds; horological and chronometric instruments; parts and fittings for the aforesaid goods.   | Registered<br>Renewal due<br><b>February 27, 2019</b><br>(10 years from<br>application date) |
|       |           |   | 18 | Leather and imitations of leather, and goods made of these materials and not included in other classes; trunks and travelling bags; handbags; tote bags; evening bags; book bags; athletic bags; backpacks; cosmetic bags; parts and fittings for the aforesaid goods.  |  |
|       |           |   | 25 | Clothing; footwear; headgear; scarves   |  |
|       |           |   | 35 | Store retail services, mail order retail services and electronic shopping retail services all connected with the sale of precious metals and their alloys and goods in precious metals or coated therewith, jewelry, costume jewelry, precious stones, semi-precious stones and man-made stones used as jewelry including artificial rubies and diamonds, horological and chronometric instruments, leather and imitations of leather, and goods made of these materials; trunks and travelling bags; handbags; tote bags; evening bags; book bags; athletic bags; backpacks; cosmetic bags; clothing; footwear; headgear and scarves; provision of business assistance in the establishment and operation of franchises; administration of the business affairs of franchisees; business management consultancy services; information, advisory and consultancy services in relation to the aforesaid services |  |




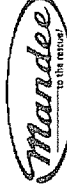
**BRAZIL**

| MARK  | APP. NO.  | APP. DATE | CL | GOODS/SERVICES   | STATUS  |
|-------|-----------|-----------|----|--|---------|
| AFAZE | 830778578 | 11/3/2010 | 25 | Clothing, footwear and accessories   | Pending |
| AFAZE | 830778551 | 11/3/2010 | 35 | retail services, including sales made over the internet, featuring clothing, footwear and accessories, jewelry and jewelry boxes, wallets, purses, handbags and backpacks, hair clips and hair ornaments, cosmetics and cosmetic bags, soaps and perfumes, tattoos, sunglasses, candy, kitchen, bedroom and bath accessories, cameras, stationary items, pens, pencils, calendars, address books, notepads, albums, umbrellas, picture frames, toys, games and sporting goods, key chains, magnets, vases, candles, candle holders | Pending |

**AFAZE MARKS - STATE**

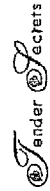

| MARK         | REG NO                                    | REG DATE  | CL       | GOODS OR SERVICES   | STATUS AND REMARKS  |
|--------------|---|-----------|----------|---|---|
| <b>AFAZE</b> | NY<br>S21231<br>S17346, S17044,<br>S12042 | 5/3/1990  | SM<br>42 | Used in connection with retail giftware store services and retail clothing and accessories store services, specifically for the sale of cosmetic bags, cosmetic brushes, decorative perfume bottles, desk accessories, etc. | Registered<br>Assigned to Afaze<br>Operating, Inc.<br>Renewal due 5/3/2020  |
| <b>AFAZE</b> | NY<br>R31608<br>R29476, R26126            | 5/3/1990  | TM<br>3  | Handbags, cosmetic bags, sunglasses, watches, jewelry, key chains, stationary, clothing, Lucite gift items, mirrors, picture frames, desk accessories, decorative perfume bottles, hair pieces                              | Registered<br>Assigned to Afaze<br>Operating, Inc.<br>Renewal due 5/3/2020  |
|              |   |           | 14       |   |   |
|              |   |           | 16       |   |   |
|              |   |           | 18       |   |   |
|              |   |           | 20       |   |   |
|              |   |           | 25       |   |   |
|              |   |           | 26       |   |   |
| <b>AFAZE</b> | NJ<br>20187                               | 6/23/2000 | SM<br>35 | Advertising and business  | Registered<br>Assigned to Afaze<br>Operating, Inc.<br>Renewal due 6/23/2015 |
| <b>AFAZE</b> | PA<br>2954758                             | 7/28/2000 | SM<br>35 | Advertising and business  | Registered<br>Assigned to Afaze<br>Operating, Inc.<br>Renewal due 7/28/2015 |

MANDEE - UNITED STATES

| MARK  | REG NO    | REG DATE   | CL       | GOODS OR SERVICES   | STATUS AND REMARKS   |
|---|-----------|------------|----------|---|--|
|    | 2,554,846 | 4/2/2002   | TM<br>25 | Women's clothing, namely, blouses, jackets, skirts, shorts, coats, dresses, socks and shoes   | Registered<br>Renewed 4/2012<br>Next Renewal due:<br>4/2022                            |
|    | 2,295,956 | 11/30/1999 | SM<br>35 | Retail store services, featuring various items, namely, cosmetics, namely, nail polish, nail decorating pens, perfume, lipstick, lip pencil, mascara and eye liner pencil, and women's clothing, namely shirts, pants, jackets, vests, tee shirts, sweaters, handbags, scarves, stockings, slippers, shoes, boots, sneakers, belts, socks nightgowns and pajamas.   | Registered<br>Renewal due<br>11/30/2019  |
| MANDEE  | 3,290,171 | 9/11/2007  | SM<br>35 | Retail store services featuring cosmetics, namely, nail polish, nail decorating pens, perfume, lipstick, lip pencil, mascara and eyeliner pencil, tattoos, body glitter, bath gels, cleansing body scrub, bath salts, sunglasses, candy, fancy dishes, cameras, videotapes, jewelry, namely, earrings, pins, necklaces, rings and watches, stationery items, namely, pens, pencils, stationery, books calendars, daily planners, diaries, address books, date books, notepads, dictionaries and desk sets, photo albums, cosmetic bags, credit card cases, hat boxes, umbrellas, picture frames, hair clips, headbands, barrettes, towels, plush animals, plush toys, games, back packs, key chains, key cases, change purses, magnets, compact disc holders, vases, jewelry boxes, candles, candle holders | Registered<br>Sec. 8 & 15 due between<br>9/11/12 - 9/11/13<br>Renewal due<br>9/11/2017 |
| MANDEE  | 1,484,257 | 4/12/1988  | TM<br>18 | Women's tote bags, handbags, wallets  | Registered<br>Renewal due 4/12/2018  |
|   |           |            | SM<br>42 | Retail store services featuring women's apparel and accessories   |  |
| MANDEE  | 1,484,327 | 4/12/1988  | TM<br>25 | Women's slacks, blouses, jackets, vests, capes, skirts, shorts, jumpers, swimsuits, coats, dresses, brassieres, girdles, slips, panties, gowns, peignoirs, pajamas, pantyhose, socks, scarves, hats and shoes   | Registered<br>Renewal due 4/12/2018  |
|  | 2,746,260 | 8/5/2003   | SM<br>35 | Retail store services in the field of women's clothing and related accessories  | Registered<br>Renewal due 8/5/2013   |
| MANDEE SHOP   | 1,484,258 | 4/12/1988  | SM<br>42 | Retail Store Services Featuring Women's Apparel and Accessories   | Registered<br>Renewal due 4/12/2018  |
| MANDEE SHOPS  | 1,484,711 | 4/12/1988  | SM<br>42 | Retail Store Services Featuring Women's Apparel and Accessories   | Registered<br>Renewal due 4/12/2018  |
| Mandee Shops  | 2,301,747 | 12/21/1999 | SM<br>35 | retail store services, featuring women's apparel and accessories and plush animals and plush toys   | Registered<br>Renewal due 12/21/2019   |
|  | 2,631,114 | 10/8/2002  | SM<br>35 | Retail store services in the field of women's clothing and accessories  | Registered<br>Renewal due 10/8/2012;<br><b>RENEWAL FILED</b>                           |

TRADEMARK

REEL: 004951 FRAME: 0030

| MARK  | REG NO    | REG DATE   | CL    | GOODS OR SERVICES  | STATUS AND REMARKS   |
|---|-----------|------------|-------|--|--|
|   |           |            |       |  | New Renewal Due: 10/2022   |
| MANDEE TO THE RESCUE  | 3,062,020 | 2/28/2006  | SM 35 | retail store services, featuring women's clothing and accessories  | Registered Renewal due 2/28/2016   |
| MUST BE MANDEE  | 3,369,997 | 1/15/2008  | SM 35 | Retail store services featuring women's clothing and accessories   | Registered Sec. 8 & 15 due between 1/15/2013 - 1/15/2014 Renewal due 1/15/2018 |
| FUSION  | 1,447,629 | 7/14/1987  | TM 25 | articles of clothing, namely shirts, shorts and pants  | Registered Renewal due 7/14/2017   |
| FUSION  | 3,372,733 | 1/22/2008  | TM 25 | Pants; Jeans; Shorts; Shirts; Blouses; Pullovers; Jackets; Coats; Sweaters; Dresses; Vests; Skirts; Hats; Shoes  | Registered Section 8 & 15 due 1/22/2013 - 1/22/2014 Renewal due 1/22/2018      |
|   |           |            |       |  |  |
| FUSION  | 2,876,832 | 8/24/2004  | TM 25 | Retail store services featuring women's clothing and accessories, namely, pants, jeans, shorts, shirts, blouses, pullovers, jackets, coats, sweaters, dresses, vests, skirts, hats and shoes women's clothing and accessories, namely, bathing suits and sleepwear   | Registered Renewal due 8/24/2014   |
| FUSION DENIM  | 3,277,978 | 8/7/2007   | TM 25 | Coats of denim; denim jackets; denims; jeans; knit shirts; pants; shorts; skirts; sweaters; women's shoes  | Registered Section 8 & 15 due 8/7/2012 - 8/7/2013 Renewal due 8/7/2017         |
| FUSION JEANS  | 3,252,535 | 6/12/2007  | TM 25 | Denim jackets; Denims; Jeans; Pants; Tops  | Registered Section 8 & 15 due 6/12/2012 - 6/12/2013 Renewal due 6/12/2017      |
| FUSION SPORT  | 1,510,201 | 10/25/1988 | TM 25 | articles of clothing, namely shirts, shorts and pants  | Registered Renewal due 10/25/2018  |
|  | 2,121,672 | 12/16/1997 | TM 25 | women's lingerie and women's pajamas   | Registered Renewal due 12/16/2017  |
| TENDER SECRETS  | 3,034,062 | 12/27/2005 | TM 25 | women's lingerie and women's pajamas   | Registered Renewal due 12/27/2015  |
| T. H. Mandy   | 1,089,933 | 4/18/1978  | SM 42 | retail store services featuring women's sportswear   | Registered Renewal due 4/18/2018   |
|  | 4,007,521 | 8/2/2011   | TM 25 | Capri pants; Coats; Dress pants; Dress shirts; Dress suits; Dresses; Evening dresses; Evening gowns; Gowns; Jeans; Men's and women's jackets, coats, trousers, vests; Pants; Sandals; Sandals and beach shoes; Scarves; Shirts; Shoes; Skirts; Skirts and dresses; Sport coats; Sport shirts; T-shirts; Ties | Registered Section 8 & 15 due 8/2/2016 - 8/2/2017 Renewal due 6/12/2021        |

TRADEMARK

REEL: 004951 FRAME: 0031

| MARK          | REG NO                 | REG DATE | CL      | GOODS OR SERVICES   | STATUS AND REMARKS  |
|---------------|------------------------|----------|---------|---|---|
| CONCRETE KISS | Serial No.<br>85064403 |          | TM<br>3 | Bath oils for cosmetic purposes; Bath powder; Body and beauty care cosmetics; Colognes, perfumes and cosmetics; Cosmetic creams for skin care; Cosmetic rouges; Cosmetic soaps; Cosmetics and make-up; Cosmetics in general, including perfumes; Cosmetics in the form of milks, lotions and emulsions; Cosmetics, namely, lip primer; Eyebrow cosmetics; Face creams for cosmetic use; Lotions for cosmetic purposes; Skin conditioning creams for cosmetic purposes | NOA issued 5/17/2011<br>SOU due 11/17/2011<br>ALLOWED TO<br>LAPSE AS PER<br>MARY GOOSEMAN |

**MANDEE - FOREIGN**

**BRAZIL**

| <b>MARK</b> | <b>APP. NO.</b> | <b>APP. DATE</b> | <b>CL</b> | <b>GOODS/SERVICES</b>  | <b>STATUS</b> |
|-------------|-----------------|------------------|-----------|--|---------------|
| MANDEE      | 830774629       | 10/25/2010       | 25        | Clothing, footwear and accessories   | Pending       |
| MANDEE      | 830774637       | 10/25/2010       | 35        | Retail services, including sales made over the internet, featuring clothing, footwear and accessories, jewelry and jewelry boxes, wallets, purses, handbags and backpacks, hair clips and hair ornaments, cosmetics and cosmetic bags, soaps and perfumes, tattoos, sunglasses, candy, kitchen, bedroom and bath accessories, cameras, stationery items, pens, pencils, calendars, address books, notepads, albums, umbrellas, picture frames, toys, games and sporting goods, key chains, magnets, vases, candles, candle holders | Pending       |

**CHINA**

| <b>MARK</b>                  | <b>REG. NO.</b> | <b>REG. DATE</b> | <b>CL</b> | <b>GOODS/SERVICES</b>   | <b>STATUS</b>  |
|------------------------------|-----------------|------------------|-----------|---|--|
| MANDEE in Chinese Characters | 7968792         | January 7, 2011  | 25        | Women's slacks, blouses, jackets, vests, capes, skirts, shorts, jumpers, swimsuits, coats, dresses, brassieres, girdles, slips, panties, gowns, peignoirs, pajamas, pantyhose, socks, scarves, hats, shoes, underwear, panties, knickers, and outerwear, anoraks, raincoats, pinafores, sweaters, knit tops, knot bottoms, caps [headwear], leisure headwear, slippers, boots, denim wear, jeans, denim shirts, sweat pants, sweat shirt, fleece tops, fleece bottoms, velour tops, velour bottoms, yoga tops, yoga bottom, hosiery, thigh high hose, tights, pantyhose, gloves, sport suit | Registered<br>Renewal due<br><b>January 6, 2021</b> (10 years from application date) |

MANDEE MARKS - STATE

| MARK   | REG NO                                    | REG DATE   | CL       | GOODS OR SERVICES   | STATUS AND REMARKS   |
|--|---|------------|----------|---|--|
| MANDEE (written in script in blue lettering) | CT<br>9746                                | 12/7/1995  | SM<br>42 | Retail store services featuring the sale of clothing, leather goods and women's juniors accessories             | Registered<br>Renewal due 12/7/2015  |
| MANDEE (written in script in blue lettering) | IL<br>96126                               | 6/2/2006   | SM<br>35 | Retail store services namely sale of women's clothing and accessories   | Registered<br>Renewal 6/2/2016   |
| MANDEE                                       | FL<br>T08000000039                        | 1/9/2008   | SM<br>35 | Retail store services featuring women's clothing and accessories  | Registered<br>Renewal due 1/9/2013<br>Allowed to Lapse due to coverage under Federal Trade/Service Marks |
| MANDEE                                       | NJ<br>22287<br>(replaces 2356)            | 8/15/1980  | SM<br>35 | Advertising and Business  | Registered<br>Renewal due 9/26/2015  |
| MANDEE                                       | NJ<br>4552                                | 10/12/1983 | TM<br>18 | Goods - Leather and imitations of leather goods   | Registered<br>Renewal due 10/12/2013   |
| MANDEE                                       | NJ<br>22288<br>(replaces 2353)            | 8/15/1980  | TM<br>25 | Goods - Clothing, including boots, shoes  | Registered<br>Renewal due 9/26/2015  |
| MANDEE                                       | NY<br>R30151<br>R27305, R21642            | 6/1/1983   | TM<br>25 | Used in connection with women's apparel   | Registered<br>Renewal due 6/1/2013   |
| MANDEE                                       | NY<br>S21454<br>S17163, S12159,<br>S05783 | 9/9/1980   | SM<br>35 | Women's apparel and accessories including clothing, jewelry, scarves, hats, gloves, shoes, novelties, etc.      | Registered<br>Renewal due 9/9/2020   |
| MANDEE                                       | NY<br>R30153<br>R27424, R21979            | 10/13/1983 | TM<br>25 | Use in connection with women's totembags, handbags, wallets and accessories                                     | Registered<br>Renewal due 10/13/2013   |
| MANDEE                                       | PA<br>970172                              | 4/14/1987  | SM<br>42 | Used on exterior and interior store signage and in advertising. Retail services for clothing and leather goods. | Registered<br>Renewal due 4/14/2012<br>Allowed to Lapse  |
| MANDEE                                       | PA<br>970173                              | 4/14/1987  | TM<br>25 | Women's clothing - labels and tags attached to the goods.   | Registered<br>Renewal due 4/14/2012<br>Allowed to Lapse  |
| MANDEE                                       | PA<br>970174                              | 4/14/1987  | TM<br>18 | Leather goods, handbags - used on hangtags attached to the goods  | Registered<br>Renewal due 4/14/2012<br>Allowed to Lapse  |
| MANDEE SHOP                                  | NJ<br>22504                               | 8/15/1980  | SM<br>35 | Advertising and business  | Registered<br>Renewal due 5/16/2016  |
| MANDEE SHOP                                  | NJ  | 8/15/1980  | TM       | Clothing, including boots, shoes  | Registered   |



TRADEMARK

REEL: 004951 FRAME: 0034

| MARK         | REG NO                         | REG DATE | CL    | GOODS OR SERVICES  | STATUS AND REMARKS                 |
|--------------|--------------------------------|----------|-------|--|------------------------------------|
|              | 2357                           |          | 25    |  | Renewal due 9/15/2015              |
|              |                                |          | TM 39 | Clothing   |                                    |
| MANDEE SHOP  | NY<br>S18368<br>S13548, S7407  | 6/1/1983 | SM 35 | Use in connection with retail store services featuring women's apparel and accessories | Registered<br>Renewal due 6/1/2013 |
| MANDEE SHOP  | NY<br>R30152<br>R27306, R21643 | 6/1/1983 | TM 25 | Used in connection with women's apparel  | Registered<br>Renewal due 6/1/2013 |
| MANDEE SHOPS | NJ<br>4160                     | 5/3/1983 | SM 35 | Advertising and business   | Registered<br>Renewal due 5/3/2013 |
| MANDEE SHOPS | NY<br>S18367<br>S13547, S7406  | 6/1/1983 | SM 35 | Used in connection with retail store services  | Registered<br>Renewal due 6/1/2013 |



ANNIE SEZ MARKS - UNITED STATES




| MARK  | REG NO    | REG DATE   | CL    | GOODS OR SERVICES  | STATUS AND REMARKS  |
|---|-----------|------------|-------|--|---|
|  | 1,195,420 | 5/11/1982  | SM 42 | Retail Store Services for Women's Clothing, Jewelry, Shoes and Novelties, and Men's Clothing, Jewelry, Shoes and Novelties   | Registered<br>Renewed 4/23/2012<br>Next Renewal due: 4/2022 |
|  | 1,229,811 | 3/8/1983   | TM 25 | Women's and Men's Clothing-Namely, Slacks, Sweaters, Blouses, Skirts, Shirts, Pant Sets, Swim Wear, Coats, Dresses, Brassieres, Girdles, Slips, Panties, Gowns, Pajamas, Robes, Hats, Gloves, Scarves, Hats and Shoes  | Registered<br>Renewal due 3/8/13                            |
| <i>Annie sez:</i>   | 1,560,220 | 10/10/1989 | SM 42 | retail clothing store services   | Registered<br>Renewal due 10/19/19                          |
| <i>Annie sez:</i>   | 1,497,214 | 7/19/1988  | SM 42 | retail clothing store services   | Registered<br>Renewal due 7/19/18                           |
| <i>Annie sez:</i>   | 1,518,061 | 12/27/1988 | TM 25 | slacks, sweaters, blouses, skirts, shirts, pant sets, swim wear, coats, dresses, brassieres, girdles, slips, panties, gowns, pajamas, robes, hats, gloves, [ scarves, hats, ] and shoes  | Registered<br>Renewal due 12/27/18                          |
| <b>Annie sez</b>  | 2,246,244 | 5/18/1999  | SM 35 | retail store services, featuring various items; including women's clothing and accessories; plush stuffed animals and plush toys; biscuits; candy; candles; bath/shower gel; non-metal jewelry boxes; cosmetic bags; hat storage boxes; letter holders, notepads, diaries, datebooks, calendars and other stationary items; decorative stickers; table cloths, beach towels; towels and napkins; picture frames; holiday, decorative and dried/silk flower wreaths; sleeping, beach and decorative pillows; massage implements; pet bowls; sunglasses; metal key chains; suitcases; blankets, sheets, comforters, pillow cases, shams and other bedding products; salt and pepper shakers and other miscellaneous dinnerware products; silicone form pads for women's brassieres; golf club maintenance kits; cookbooks; joke books; sachet; instructional dance/exercise videos; aromatherapy music, holiday music and pop music cassettes and compact discs; paint sets; cameras; birdhouses; wind chimes; swiss army knives; and perfumes   | Registered<br>Renewal due 5/18/19                           |
| <i>Annie sez</i>  | 2,036,626 | 2/11/1997  | SM 42 | retail store services featuring clothing, leather goods, and women's accessories   | Registered<br>Renewal due 2/11/17                           |
| ANNIE SEZ   | 2,781,758 | 11/11/2003 | SM 35 | retail store services, featuring various items, namely-- women's clothing and accessories; plush stuffed animals and plush toys; biscuits; candy; candles; bath / shower gel; non-metal jewelry boxes; cosmetic bags; storage boxes; letters holders, notepads, diaries, datebooks, calendars and other stationary items; decorative stickers; table cloths, beach towels; towels and napkins; picture frames; holiday, decorative and dried / silk flower wreaths; sleeping, beach and decorative pillows; massage implements; pet bowls; sunglasses; metal key chains; suitcases; blankets, sheets, comforters, pillow cases, shams and other bedding products; salt and pepper shakers and other miscellaneous dinnerware products; silicone form pads for women's brassieres; golf club maintenance kits; cookbooks; joke books; sachet; instructional dance / exercise videos; aromatherapy music, holiday music and pop music cassettes and compact discs; paint sets; cameras; birdhouses; wind chimes; swiss army knives; and perfumes | Registered<br>Renewal due 11/11/13                          |

TRADEMARK

REEL: 004951 FRAME: 0036

| MARK   | REG NO    | REG DATE   | CL    | GOODS OR SERVICES   | STATUS AND REMARKS                  |
|--|-----------|------------|-------|---|-------------------------------------|
| <b>Annie sez</b><br><small>It's not just a store, it's an obsession.</small> | 2,018,944 | 11/26/1996 | SM 42 | retail store services featuring clothing, leather goods and women's accessories   | Registered<br>Renewal due 11/26/16  |
| <b>Annie sez</b><br><small>It's not just a store, it's an obsession.</small> | 1,432,542 | 3/10/1987  | SM 42 | retail store services featuring the sale of clothing and leather goods  | Registered<br>Renewal due 3/10/17   |
| <b>Annie sez</b><br><small>It's not just a store, it's an obsession.</small> | 1,343,602 | 6/18/1985  | SM 42 | retail store services in the field of clothing and leather goods  | Registered<br>Renewal due 6/18/15   |
| I LOVE LABELS, I CRAVE SAVINGS. I SHOP ANNIE SEZ.                            | 3,977,787 | 6/14/2011  | SM 35 | Retail store services featuring various items, namely women's clothing and accessories; handbags; scarves; shoes; jewelry; jewelry boxes; food; plush stuffed animals and plush toys; candles; bath/shower gel; cosmetic bags; storage boxes; stationary items; beach towels; picture frames; holiday and gift items; wreaths; pillows; massage implements; sunglasses; metal key chains; suitcases; miscellaneous dinnerware products; books; sachet; instructional dance/exercise videos; music; and perfumes | Registered<br>Renewal due 6/14/2021 |

ANNIE SEZ MARKS - STATE

| MARK  | REG NO                                    | REG DATE   | CL       | GOODS OR SERVICES  | STATUS AND REMARKS                                      |
|---|---|------------|----------|--|---|
| <b>Annie sez:</b>   | NJ<br>2355                                | 8/15/1990  | SM<br>35 | Advertising and business   | Registered<br>Renewal due 9/15/2015                     |
| Annie Sez   | NJ<br>2355                                | 8/15/1990  | SM<br>42 | Miscellaneous  | Registered<br>Renewal due 9/15/2015                     |
| <b>Annie sez</b>  | NJ<br>22283                               | 8/15/1990  | TM<br>25 | Clothing, including boots, shoes   | Registered<br>Renewal due 9/22/2015                     |
| <b>Annie sez</b>  | NY<br>S21453<br>S17162, S12153,<br>S05785 | 9/9/1980   | SM<br>35 | Women's apparel and accessories, including clothing, jewelry, scarves, hats, gloves, shoes, novelties, etc.                                      | Registered<br>Renewal due 9/9/2020                      |
| <b>Annie sez:</b>   | PA<br>970176                              | 4/14/1987  | SM<br>35 | Retail store services featuring clothing and leather goods. Used on store signage and advertising  | Registered<br>Renewal due 4/14/2012<br>Allowed to Lapse |
|    | PA<br>970177                              | 4/14/1987  | TM<br>25 | The mark "Annie sez." which is attached to the goods (women's clothing) as a label or tag.   | Registered<br>Renewal due 4/14/2012<br>Allowed to Lapse |
|    | PA<br>970175                              | 4/14/1987  | TM<br>18 | The mark "Annie sez." which is attached to the goods (leather goods, handbags) as a label or tag.  | Registered<br>Renewal due 4/14/2012<br>Allowed to Lapse |
| Annie Sez:  | MD<br>1997/00310                          | 11/2/1987  | SM<br>53 | Miscellaneous<br>To be used in connection with retail services for clothing and leather goods  | Registered<br>Renewal due 11/2/2017                     |
| <b>Annie sez</b>  | MD<br>1997-00311                          | 10/22/1987 | TM<br>39 | Clothing<br>To be used in connection with the manufacture and/or sale of women's clothing  | Registered<br>Renewal due 10/22/2017                    |
|  | MD<br>1997-00312                          | 10/22/1987 | TM<br>3  | Baggage, animal equipment, portfolios and pocketbooks<br>To be used in connection with the manufacture and/or sale of leather goods and handbags | Registered<br>Renewal due 10/22/2017                    |
| <b>Annie sez:</b>   | CT<br>9747                                | 12/12/1995 | SM<br>40 | Retail store services featuring the sale of clothing, leather goods, and women's accessories   | Registered<br>Renewal due 12/7/2015                     |
| <b>Annie sez</b>  | NJ<br>13502                               | 8/24/1995  | SM<br>35 | Advertising and business<br>Retail store services featuring the sale of clothing, leather goods, and women's accessories                         | Registered<br>Renewal due 8/24/2015                     |
| <b>Annie sez</b>  | NY<br>S 19362<br>S-14779                  | 9/22/1995  | SM<br>35 | Advertising and business   | Registered<br>Renewal due 9/22/2015                     |

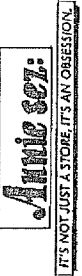





TRADEMARK

REEL: 004951 FRAME: 0038

| MARK  | REG NO                  | REG DATE   | CL        | GOODS OR SERVICES  | STATUS AND REMARKS                                      |
|---|-------------------------|------------|-----------|--|---|
| <b>Annie sez</b>  | CT<br>9705              | 11/8/1995  | SM<br>42  | Retail store services featuring the sale of clothing, leather goods, and women's accessories   | Registered<br>Renewal due 11/8/2015                     |
| <b>Annie sez</b>  | DE<br>2006-0610410      | 4/15/1996  | SM<br>42  | Retail store services featuring the sale of clothing, leather goods and women's accessories  | Registered<br>Renewal due 4/15/2016                     |
| <b>Annie sez</b>  | MD<br>1996-00025        | 9/12/1996  | SM<br>53  | Miscellaneous  | Registered<br>Renewal due 9/11/2016                     |
| <b>Annie sez</b>  | PA<br>2651979           | 8/16/1995  | SM<br>35  | Advertising and business   | Registered<br>Renewal due 8/16/2015                     |
| <b>Annie sez</b>  | MI<br>M05887            | 4/8/2005   | SM<br>101 | Retail store services featuring the sale of women's clothing and accessories   | Registered<br>Renewal due 4/8/2015                      |
| Annie sez   | FL<br>T06000001636      | 12/18/2006 | SM<br>35  | Advertising and business<br>Retail store services featuring women's clothing and accessories   | Registered<br>Renewal due 12/18/2016                    |
| <b>Annie sez</b><br><i>Special not featuring the sale of clothing</i> | NJ<br>13503             | 8/24/1995  | SM<br>35  | Advertising and business<br>Retail store services featuring the sale of clothing, leather goods  | Registered<br>Renewal due 8/24/2015                     |
| <b>Annie sez</b><br><i>Special not featuring the sale of clothing</i> | NY<br>S-19315<br>S14778 | 9/22/1995  | SM<br>35  | Advertising and business<br>Retail store services featuring the sale of clothing, leather goods and women's accessories                | Registered<br>Renewal due 9/22/2015                     |
| <b>Annie sez</b><br><i>Special not featuring the sale of clothing</i> | DE<br>2006-0648014      | 4/15/1996  |           |  | Registered<br>Renewal due 9/22/2015                     |
| <b>Annie sez</b><br><i>Special not featuring the sale of clothing</i> | MD<br>1996-00015        | 9/5/1996   | SM<br>53  | Miscellaneous<br>To be used in connection with retail store services featuring sale of clothing, leather goods and women's accessories | Registered<br>Renewal due 9/5/2016                      |
| <b>Annie sez</b><br><i>IT'S NOT JUST A STORE, IT'S AN OBSESSION.</i>  | NJ<br>14599             | 4/30/1987  | SM<br>42  | Miscellaneous  | Registered<br>Renewal due 4/30/2012<br>Allowed to Lapse |

TRADEMARK

REEL: 004951 FRAME: 0039

| MARK  | REG NO                           | REG DATE  | CL        | GOODS OR SERVICES   | STATUS AND REMARKS   |
|---|----------------------------------|-----------|-----------|---|--|
|  | NY<br>S-19911<br>S15627, S-10035 | 5/14/1987 | SM<br>42  | Retail services for clothing and leather goods  | Registered<br>Renewal due 5/14/2017  |
|  | CT<br>9832                       | 2/16/1996 | SM<br>42  | Retail store services featuring the sale of clothing, leather goods and women's accessories                         | Registered<br>Renewal due 2/16/2016  |
|  | MD<br>1998-00405                 | 2/9/1988  | SM<br>53  | Miscellaneous<br>Retail service for clothing and leather goods  | Registered<br>Renewal due 1/25/2018  |
|  | PA<br>970178                     | 4/11/1987 | SM<br>42  | Retail store services for clothing and leather goods  | Registered<br>Renewal due 4/14/2012<br>Allowed to Lapse                            |
|  | NJ<br>7643                       | 3/7/1986  | SM<br>35  | Advertising and business<br>Clothing and leather goods  | Registered<br>Renewal due 3/7/2016   |
|  | NY<br>S-19947<br>S10114          | 6/10/1987 | SM<br>42  | Clothing and leather goods retail service   | Registered<br>Renewal due 6/10/2017  |
| UPSTAIRS At Annie Sez   | NJ<br>8030                       | 6/23/1988 | SM<br>100 | Miscellaneous   | Registered<br>Renewal due 6/23/2013  |
| TROVARE   | 2,956,724                        | 5/31/2005 | TM<br>14  | costume jewelry, namely-- rings, toe rings, ear rings, bracelets, necklaces and pins                                | Registered<br>Renewal due 5/31/2015  |
|   |                                  |           | TM<br>26  | hair accessories, namely-- hair bands, hair wraps, hair scrunchies, hair bows, hair clips, claw clips and barrettes |  |
| TROVARE   | 3,415,417                        | 4/22/2008 | TM<br>25  | Sweaters; Knit shirts; Blouses; Skirts  | Registered<br>Section 8 & 15 due<br>4/22/2013 - 4/22/2014<br>Renewal due 4/22/2018 |