

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Vince & Associates NewCo, LLC		05/10/2013	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Bank of Montreal		
Street Address:	19th Floor, First Canadian Place		
City:	Toronto, Ontario		
State/Country:	CANADA		
Postal Code:	M5X 1A1		
Entity Type:	Chartered Bank of Canada: CANADA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4137145	THE PHYSICIAN RESEARCH MODEL	
CORRESPONDENCE DATA			
Fax Number:	2127686800		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	2127686742		
Email:	trademarks.us@dentons.com,ian.farias@dentons.com		
Correspondent Name:	Aimee M. Cummo, Dentons US LLP		
Address Line 1:	P.O. Box #061080		
Address Line 4:	Chicago, ILLINOIS 60606-1080		
ATTORNEY DOCKET NUMBER:	09773150-0014		
DOMESTIC REPRESENTATIVE			
Name:			
Address Line 1:			

OP \$40.00 4137145

Address Line 2:  
Address Line 3:  
Address Line 4:

NAME OF SUBMITTER:

Aimee M. Cummo

Signature:

/aimee m cummo/

Date:

05/10/2013

**Total Attachments: 8**

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## TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (the "Agreement") is dated as of May 10, 2013, by Vince & Associates NewCo, LLC ("Debtor"), with its mailing address as set forth in Section 9(b) below, and Bank of Montreal, doing business as BMO Capital Partners (the "Lender").

### PRELIMINARY STATEMENTS

A. Algorithmhe Pharma Inc. (the "Borrower") and the Lender entered into a Credit Agreement dated as of May 10, 2013 (such Credit Agreement, as the same may be amended or modified from time to time, including amendments and restatements thereof in its entirety, being hereinafter referred to as the "Credit Agreement"), pursuant to which the Lender has agreed, subject to certain terms and conditions, to extend credit and make certain other financial accommodations available to the Borrower.

B. As a condition to extending credit or otherwise making financial accommodations available to or for the account of the Borrower under the Credit Agreement, the Lender requires, among other things, that the Debtor grants to the Lender a lien on and security interest in the intellectual property of the Debtor described herein subject to the terms and conditions hereof.

C. The Borrower owns, directly or indirectly, equity interests in the Debtor and the Borrower provides the Debtor with financial, management, administrative, and technical support which enables the Debtor to conduct its businesses in an orderly and efficient manner in the ordinary course.

D. The Debtor will benefit, directly or indirectly, from credit and other financial accommodations extended by the Lender to the Borrower.

NOW, THEREFORE, for good and valuable consideration, receipt whereof is hereby acknowledged, the parties hereto agree as follows:

Section 1. Terms defined in Credit Agreement. Except as otherwise provided in Section 2 below, all capitalized terms used herein without definition shall have the same meanings herein as such terms have in the Credit Agreement.

Section 2. Grant of Security Interest in the Collateral. As collateral security for the Secured Obligations defined below, the Debtor hereby grants to the Lender a lien on and security interest in, and right of set-off against, and acknowledges and agrees that the Lender has and shall continue to have a continuing lien on and security interest in, and right of set-off against, all right, title, and interest of the Debtor, whether now owned or existing or hereafter created, acquired or arising, in and to (i) all of the Trademarks of the Debtor, including, without limitation, those trademarks listed on Schedule A attached hereto and made a part hereof, (ii) all income, royalties, damages and payments now and hereafter due and/or payable under and with

respect to such Trademarks, including, without limitation, payments under all licenses entered into in connection with such Trademarks and damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements of such Trademarks, and (iv) all accessions and additions to, and substitutions and replacements of, such intellectual property, proceeds and products of the foregoing; all of the foregoing being herein sometimes referred to as the "Collateral".

Section 3. Security Agreement. This Agreement has been executed and delivered by the Debtor for the purpose of registering the security interest of the Lender in the Collateral with the United States Patent and Trademark Office and corresponding trademark offices in other countries of world. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Lender under that certain security agreement dated as of the date hereof by and among the Debtor and other debtors party thereto and the Lender (the "Security Agreement"). The Security Agreement (and all rights and remedies of the Lender thereunder) shall remain in full force and effect in accordance with its terms. This Agreement shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Security Agreement.

Section 4. Acknowledgment. The Debtor does hereby further acknowledge and affirm that the rights and remedies of the Lender with respect to the security interest in the Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth.

Section 5. Termination of Security Interest. This Agreement is made for collateral security purposes only. Upon termination of the Security Agreement, this Agreement shall terminate and the Lender shall promptly execute and deliver to the Debtor, at the Debtor's expense, all termination statements and other instruments as may be necessary or proper to terminate the Lender's security interest in the Collateral and to revert in the Debtor full title to the Debtor, subject to any disposition thereof which may have been made by the Lender pursuant to this Agreement or the Security Agreement.

Section 6. Duties of Debtor. The Debtor shall have the duty, to the extent desirable in the normal conduct of the Debtor's business, to promptly sue for infringement, misappropriation or dilution and to recover any and all damages for such infringement, misappropriation or dilution, and take such other actions as the Lender shall deem appropriate under the circumstances to protect the Collateral unless the Debtor shall reasonably determine that such Collateral is in no way material to the conduct of its business or operations. The Debtor further agrees (i) not to abandon any material Trademark, or take any other act which would cause the abandonment of any right afforded by the United States Trademark laws, without the prior written consent of the Lender and (ii) take all actions necessary or requested by the Lender to maintain and pursue each application, to obtain the relevant registration and to maintain the registration of each of the material Trademarks (now or hereafter existing), including the filing of applications for renewal, affidavits of use, affidavits of noncontestability and opposition and interference and cancellation proceedings. For the avoidance of doubt, the Trademarks specified

on Schedule A hereto shall be deemed "material Trademarks" for the purposes of this Section 6. Any expenses incurred in connection with the foregoing shall be borne by the Debtor.

Section 7 Lender's Exercise of Rights and Remedies Upon an Event of Default. Notwithstanding anything set forth herein to the contrary, it is hereby expressly agreed that upon the occurrence of an Event of Default, the Lender may exercise any of the rights and remedies provided in this Agreement or the Security Agreement.

Section 8. The Lender. In acting under or by virtue of this Agreement, the Lender shall be entitled to all the rights, authority, privileges, and immunities provided in the Credit Agreement, all of which provisions of said Credit Agreement are incorporated by reference herein with the same force and effect as if set forth herein in their entirety. The Lender hereby disclaims any representation or warranty to any other holders of the Secured Obligations concerning the perfection of the liens and security interests granted hereunder or in the value of any of the Collateral.

Section 9. Miscellaneous.

(a) This Agreement cannot be changed or terminated orally. This Agreement shall create a continuing lien on and security interest in the Collateral and shall be binding upon the Debtor, its successors and assigns and shall inure, to the benefit of the Lender and its successors and permitted assigns; provided, however, that the Debtor shall not assign its rights or delegate its duties hereunder without the Lender's prior written consent. Without limiting the generality of the foregoing, and subject to the provisions of the Credit Agreement, the Lender may assign or otherwise transfer any indebtedness held by it secured by this Agreement to any other person, and such other person shall thereupon become vested with all the benefits in respect thereof granted to such Lender herein or otherwise.

(b) Except as otherwise specified herein, all notices hereunder shall be in writing (including, without limitation, notice by telecopy) and shall be given to the relevant party at its address or telecopier number set forth below (or, if no such address is set forth below, at the address of the Debtor as shown on the records of the Lender), or such other address or telecopier number as such party may hereafter specify by notice to the other given by courier, by United States certified or registered mail, by telecopy or by other telecommunication device capable of creating a written record of such notice and its receipt. Notices hereunder shall be addressed:

to the Debtor at:

575 Armand-Frappier Blvd.  
Laval, Québec, H7V 4B3  
Attention: Chief Financial Officer  
Telecopier no. (450) 973-2801

with a copy to:

1002 Sherbrooke Street West, Suite 2240  
Montréal, Quebec  
H3A 3L6  
Attention: Marie-Claude Boisvert  
Telecopier no. (514) 849-2580

to the Lender at:

Bank of Montreal, doing business as BMO Capital Partners  
105 Saint-Jacques Street  
Suite 300  
Montréal, Québec H2Y 1L6  
Attention: Managing Director  
Telecopier no. (514) 877-4523

Each such notice, request or other communication shall be effective (i) if given by telecopier, when such telecopy is transmitted to the telecopier number specified in this Section and a confirmation of such telecopy has been received by the sender, (ii) if given by mail, five (5) days after such communication is deposited in the mail, certified or registered with return receipt requested, addressed as aforesaid or (iii) if given by any other means, when delivered at the addresses specified in this Section.

(c) In the event of any conflict between this Agreement and the Security Agreement, the provisions of the Security Agreement shall control.

(d) In the event and to the extent that any provision hereof shall be deemed to be invalid or unenforceable by reason of the operation of any law or by reason of the interpretation placed thereon by any court, this Agreement shall to such extent be construed as not containing such provision, but only as to such jurisdictions where such law or interpretation is operative, and the invalidity or unenforceability of such provision shall not affect the validity of any remaining provisions hereof, and any and all other provisions hereof which are otherwise lawful and valid shall remain in full force and effect.

(e) This Agreement may be executed in any number of counterparts and by different parties hereto on separate counterpart signature pages, each constituting an original, but all together one and the same instrument.

(f) THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH, AND GOVERNED BY, THE LAWS OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO THE CONFLICT OF LAWS PRINCIPLES THEREOF (EXCEPT FOR SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW, WHICH SHALL GOVERN). The headings in this Agreement are for convenience of reference only and shall not limit or otherwise affect the meaning of any provision hereof.


(g) The Debtor hereby submits for itself and its property in any legal action or proceeding relating to this Agreement for the transactions contemplated hereby or for the recognition and enforcement of any judgment in respect thereof, to the non-exclusive general jurisdiction of the courts of the State of New York, the Federal Courts of the United States of America for the Southern District of New York and Appellate Courts from any thereof. The Debtor irrevocably waives, to the fullest extent permitted by law, any objection which it may now or hereafter have to the laying of the venue of any such proceeding brought in such a court and any claim that any such proceeding brought in such court has been brought in an inconvenient forum. THE DEBTOR AND, BY ACCEPTING THE BENEFITS OF THIS AGREEMENT, THE LENDER HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

[SIGNATURE PAGES TO FOLLOW]

TRADEMARK SECURITY AGREEMENT - SIGNATURE PAGE

Debtor:

VINCE & ASSOCIATES NEWCO, LLC

By:   
Name: YVES GLAUZE  
Title: C.F.O.

Lender:

BANK OF MONTREAL, doing business as BMO  
CAPITAL PARTNERS

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:



TRADEMARK SECURITY AGREEMENT - SIGNATURE PAGE

Debtor:

VINCE & ASSOCIATES NEWCO, LLC

By: \_\_\_\_\_  
Name:  
Title:

Lender:

BANK OF MONTREAL, doing business as BMO  
CAPITAL PARTNERS

By: \_\_\_\_\_  
Name: **Richard Lajeunesse**  
Title: **Managing Director**

By: \_\_\_\_\_  
Name: **Walid Safi**  
Title: **Director**

TRADEMARK SECURITY AGREEMENT - SCHEDULE A

**SCHEDULE A**

TRADEMARK	COUNTRY	REGISTRATION NO.	REGISTRATION DATE	APPLICATION NO.
The Physician Research Model	USA	4,137,145	May 1, 2012	Serial No: 85/320,068