

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
	Name	Formerly	Execution Date
	A-LIST, INC.		05/13/2013
	H-LIST INC.		05/13/2013
			Entity Type
			CORPORATION: CALIFORNIA
			CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	SALUS CAPITAL PARTNERS, LLC, as collateral agent		
Street Address:	197 First Avenue		
Internal Address:	Suite 250		
City:	Needham		
State/Country:	MASSACHUSETTS		
Postal Code:	02494		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 8			
	Property Type	Number	Word Mark
	Serial Number:	85543922	ABERDEEN & SKYE
	Serial Number:	85806036	ALICIA + MEGAN
	Serial Number:	85864918	CALIFORNIA NATION
	Serial Number:	85543949	GOD SAVE LA
	Serial Number:	85801742	FROM LA WITH LOVE
	Registration Number:	3217006	KITSON
	Registration Number:	3413829	KITSON
	Serial Number:	85543905	L.A. CABANA
CORRESPONDENCE DATA			
Fax Number:	3126095005		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	312-609-7897		

CH \$215.00 85543922

Email: hmill@vedderprice.com
Correspondent Name: Holly Miller
Address Line 1: 222 North LaSalle Street - 24th Floor
Address Line 4: Chicago, ILLINOIS 60601

ATTORNEY DOCKET NUMBER:	45587.00.0005
NAME OF SUBMITTER:	Holly Miller
Signature:	/Holly Miller/
Date:	05/17/2013

Total Attachments: 5
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of this 13th day of May, 2013 by A-LIST, INC., a California corporation ("A-List") and H-LIST INC., a California corporation ("H-List"; and, together with A-List, collectively, the "Grantors" and each individually, a "Grantor") in favor of SALUS CAPITAL PARTNERS, LLC, in its capacity as collateral agent for itself and the Credit Parties (as defined in the Credit Agreement defined below) pursuant to the Credit Agreement, as pledgee, assignee and secured party (in such capacities and together with any successors in such capacities, the "Collateral Agent"):

W I T N E S S E T H:

WHEREAS, Grantors, Collateral Agent, Salus Capital Partners, LLC, as Administrative Agent, and the Lenders party thereto are parties to a certain Credit Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") providing for the extensions of credit to be made to Grantors by Credit Parties;

WHEREAS, to induce Collateral Agent and the Credit Parties to enter into the Credit Agreement, Grantors agreed to execute and deliver to Collateral Agent that certain Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), pursuant to which each Grantor granted to Collateral Agent, for its benefit and the benefit of the Credit Parties, a security interest in substantially all of the assets of the Grantors including all right, title and interest of the Grantors in, to and under all now owned and hereafter acquired trademarks, together with the goodwill of the business symbolized by Grantors' trademarks, and all products and proceeds thereof, to secure the payment of all amounts owing by the Grantors under the Credit Agreement;

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

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

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Secured Obligations, Grantors hereby grant to Collateral Agent, for its benefit and the benefit of Credit Parties, and hereby reaffirm their prior grant pursuant to the Security Agreement of, a continuing security interest in Grantors' entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or existing or hereafter created, acquired or arising:

(i) each trademark listed on Schedule A annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each trademark; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any trademark, or (b) injury to the goodwill associated with any trademark.

3. Counterparts. This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument. Receipt of an executed signature page to this Agreement by facsimile, .pdf or other electronic transmission shall constitute effective delivery thereof and shall be deemed an original signature hereunder.

[Signature Pages Follow]

(Signature Page to Trademark Security Agreement)

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

GRANTORS:

A-LIST, INC., a California corporation

By: 

Christopher Lee
Chief Executive Officer

H-LIST INC., a California corporation

By: 

Christopher Lee
Chief Executive Officer

(Signature Page to Trademark Security Agreement)

Agreed and Accepted As of the Date
First Written Above

**SALUS CAPITAL PARTNERS,
LLC, as Collateral Agent**

By: _____


Jonas D.L. McCray
Senior Vice President

SCHEDULE A

TRADEMARK/SERVICEMARK REGISTRATIONS

Trademark List					
Owner	Trademark	Client-Matter #/Subcase Country Name	Status Class(es)	Application Number/Date	Registration Number/Date
A-List, Inc.	ABERDEEN & SKYE	71857-1027/ United States of America	Published 25 Int.	85/543922 15-Feb-2012	
A-List, Inc.	ALICIA + MEGAN	71857-1069/ United States of America	Pending 25 Int.	85/806036 18-Dec-2012	
A-List, Inc.	CALIFORNIA NATION	71857-1028/ United States of America	Pending 25 Int.	85/864918 01-Mar-2013	
A-List, Inc.	GOD SAVE LA	71857-1055/ United States of America	Published 25 Int.	85/543949 15-Feb-2012	
A-List, Inc.	FROM LA WITH LOVE	United States of America	Pending 18 Int.	85/801742 13-Dec-2012	
A-List, Inc.	KITSON	71857-1014/ United States of America	Registered 35 Int.	78/611906 19-Apr-2005	3217006 13-Mar-2007
A-List, Inc.	KITSON	71857-1015/ United States of America	Registered 03 Int., 25 Int.	76/648641 17-Oct-2005	3413829 22-Apr-2008
A-List, Inc.	L.A. CABANA	71857-1026/ United States of America	Pending 25 Int.	85/543905 15-Feb-2012	