

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Trademark Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Women's Marketing, Inc.		05/30/2013	CORPORATION: NEW YORK
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Capital One, National Association		
<b>Street Address:</b>	1001 Avenue of the Americas, 2nd Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10018		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	85806162	WOMEN'S MARKETING EXCHANGE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6172274420		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
<b>Phone:</b>	6172390746		
<b>Email:</b>	kouimet@edwardswildman.com		
<b>Correspondent Name:</b>	Kristine L Ouimet, Senior Paralegal		
<b>Address Line 1:</b>	111 Huntington Avenue		
<b>Address Line 2:</b>	Edwards Wildman Palmer LLP		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02199		
<b>ATTORNEY DOCKET NUMBER:</b>	310629.0006		
<b>NAME OF SUBMITTER:</b>	Kristine L. Ouimet		
<b>Signature:</b>	/Kristine L. Ouimet/		

CH \$40.00 85806162

Date:

05/30/2013

**Total Attachments: 5**

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**TO BE RECORDED WITH U.S.  
PATENT AND TRADEMARK OFFICE**

**TRADEMARK SECURITY AGREEMENT**

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement") is made as of May 30, 2013, by WOMEN'S MARKETING, INC., a New York corporation ("Debtor"), to and with CAPITAL ONE, NATIONAL ASSOCIATION, a national banking association (the "Lender").

**RECITALS**

A. Debtor is a borrower under the terms of, or in respect to Obligations described in, that certain Credit and Guaranty Agreement, dated as of May 30, 2013 (as amended, modified, restated, or supplemented from time to time, the "Credit Agreement") by and among Debtor, as Borrower, certain Guarantors from time to time party thereto, and the Lender.

B. Debtor has executed and delivered to the Lender a certain Security Agreement of even date herewith, as the same may be amended, renewed, reaffirmed, restated, supplemented, modified or extended from time to time (the "Security Agreement") by and among the Loan Parties, as debtors, and the Lender, as secured party.

C. Debtor has agreed to enter into this Agreement in furtherance of the rights granted to the Lender under the Security Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the parties hereto, Debtor hereby agrees as follows:

1. **Defined Terms.** Except as otherwise expressly defined herein, all capitalized terms used in this Agreement (including in the Recitals set forth above) shall have the meanings ascribed to them in the Credit Agreement. Any term used in the Uniform Commercial Code and not defined in this Agreement or the Credit Agreement shall have the meaning given to such term in the Uniform Commercial Code.

2. **Security Interest.** As security for the Obligations, Debtor hereby grants to the Lender a continuing security interest in and lien on all of such Debtor's right title and interest, whether now existing or hereafter arising or acquired, in and to the Trademarks (as defined in the Security Agreement), including but not limited to the Trademark applications listed on Exhibit A attached hereto (the "Collateral"). Debtor hereby requests that the U.S. Commissioner of Patents and Trademarks record this Agreement with respect to the U.S. Trademarks listed on Exhibit A attached hereto.

3. **Incorporation by Reference.** Debtor hereby acknowledges and affirms that the rights and remedies of Lender with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

4. **Counterparts.** This Agreement may be executed in any number of counterparts and by the different parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument. This Agreement may be signed by facsimile signatures or other electronic delivery of an image file reflecting the execution hereof, and, if so signed: (i) may be relied on by each party hereto as if the document were a manually signed original and (ii) will be binding on each party hereto for all purposes.

[THE NEXT PAGE IS THE SIGNATURE PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as a sealed instrument by their duly authorized representatives all as of the day and year first above written.

**WOMEN'S MARKETING, INC.**

By:   
Name: Doug Bivona  
Title: Chief Financial Officer

**CAPITAL ONE, NATIONAL  
ASSOCIATION**

By: \_\_\_\_\_  
Name: J. Scott Bognar  
Title: Senior Vice President

(Signature page to Trademark Security Agreement)

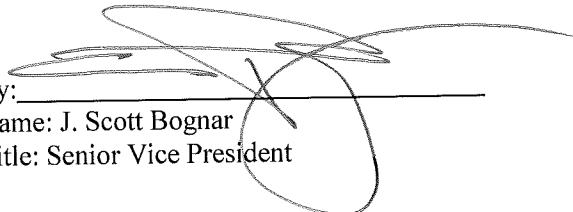
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By: \_\_\_\_\_  
Name: Doug Bivona  
Title: Chief Financial Officer

**CAPITAL ONE, NATIONAL  
ASSOCIATION**

By: \_\_\_\_\_  
Name: J. Scott Bognar  
Title: Senior Vice President



(Signature page to Trademark Security Agreement)

**EXHIBIT A**

**Trademarks**

<b>Debtor</b>	<b>Country</b>	<b>Trademark</b>	<b>Application/ Registration Number</b>	<b>Filing Date</b>
Women's Marketing, Inc.	US	Women's Marketing Exchange	85806162	12/19/2012