

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Haute Hippie US Licensing LLC		05/29/2013	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Wells Fargo Bank, National Association
Street Address:	100 Park Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10017
Entity Type:	Association: UNITED STATES

PROPERTY NUMBERS Total: 18

Property Type	Number	Word Mark
Serial Number:	85977469	HAUTE HIPPIE
Serial Number:	85443147	HAUTE HIPPIE
Serial Number:	85273922	HHH HAUTE HIPPIE HOME
Serial Number:	85066377	HAUTE HIPPIE
Serial Number:	85066373	HH HAUTE HIPPIE
Serial Number:	85270504	MORE DASH THAN CASH
Registration Number:	4108604	HAUTE HIPPIE
Registration Number:	4108603	HH HAUTE HIPPIE
Serial Number:	85273357	HHH HAUTE HIPPIE HIM
Serial Number:	85270737	HHH HAUTE HIPPIE HER
Serial Number:	85273937	HHH HAUTE HIPPIE HOME
Serial Number:	85443299	HAUTE HOODIE
Serial Number:	85443289	HAUTE HOODIE
Serial Number:	85443265	HAUTE HOODIE

TRADEMARK

Registration Number:	3963097	HHN
Registration Number:	3766849	HH HAUTE HIPPIE
Registration Number:	3751566	HAUTE HIPPIE NUDE
Registration Number:	3651794	HAUTE HIPPIE

CORRESPONDENCE DATA

Fax Number: 2126436500
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 212-643-7000
Email: pto@sillscummis.com
Correspondent Name: Sills Cummis & Gross P.C.
Address Line 1: 30 Rockefeller Plaza
Address Line 2: 29th Floor, IP Dept., Docketing
Address Line 4: New York, NEW YORK 10112

ATTORNEY DOCKET NUMBER:	09910418.000001
NAME OF SUBMITTER:	Edward Longobardi
Signature:	/Edward Longobardi/
Date:	06/04/2013

Total Attachments: 21
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (as amended, supplemented or modified from time to time, this "Agreement") is made this 29th day of May, 2013 between **HAUTE HIPPIE US LICENSING LLC** ("Grantor"), having a principal place of business at 336 West 37th Street, New York, New York 10018 and **WELLS FARGO BANK, NATIONAL ASSOCIATION** ("Factor"), having a principal place of business at 100 Park Avenue, New York, New York 10017.

WITNESSETH:

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

WHEREAS, Factor has entered or is about to enter into certain financing arrangements with Haute Hippie Enterprises, LLC ("Client") pursuant to that certain Factoring Agreement dated as of August 31, 2010 (as the same now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, the "Factoring Agreement"), pursuant to which Factor may purchase accounts and may make loans and advances and provide other financial accommodations to Client, and other agreements, notes, documents and instruments referred to therein or at any time executed and/or delivered in connection therewith or related thereto, including, but not limited to, this Agreement (all of the foregoing, together with the Factoring Agreement, and the Other Agreements (as defined in the Factoring Agreement), as the same now exist or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, being collectively referred to herein as the "Financing Agreements"); and

WHEREAS, in connection with the Financing Agreements, Grantor has executed the Unlimited Guaranty (Limited Liability Company), dated May 29, 2013 (as the same now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, the "Guaranty"), pursuant to which Grantor has guaranteed Client's obligations, subject to the limitations set forth therein, arising under or in connection with the Financing Agreements; and

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

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

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

1. GRANT OF SECURITY INTEREST

As collateral security for the prompt performance, observance and indefeasible payment in full of all of the Obligations (as hereinafter defined), Grantor hereby grants to Factor a collateral security interest in and a general lien upon the following (being collectively referred to herein as the "Collateral"): (a) all of Grantor's now existing or hereafter acquired right, title, and interest in and to: the trademarks, trade names, tradestyles and service marks; all prints and labels on which said trademarks, trade names, tradestyles and service marks appear, have appeared or will appear, and all designs and

general intangibles of a like nature; all applications, registrations and recordings relating to the foregoing in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof, any political subdivision thereof or in any other countries, and all reissues, extensions and renewals thereof including the trademarks and trademark application described in Exhibit A hereto (the "Trademarks"); (b) the goodwill of the business symbolized by each of the Trademarks, including, without limitation, all customer lists and other records relating to the distribution of products or services bearing the Trademarks; (c) all income, fees, royalties and other payments at any time due or payable to Grantor with respect to any Trademarks, including, without limitation, payments under all licenses heretofore or at any time hereafter entered into by Client in connection therewith; (d) Grantor's right to sue for the past and present and future infringements thereof and all future infringements thereof; (e) all rights of Grantor corresponding thereto throughout the world; and (f) any and all other proceeds of any of the foregoing, including, without limitation, all damages and payments or claims by Grantor against third parties for past or future infringement of the Trademarks.

2. OBLIGATIONS SECURED

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

3. REPRESENTATIONS, WARRANTIES AND COVENANTS

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

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

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

(c) Grantor shall not assign, sell, mortgage, lease, transfer, pledge, hypothecate, grant a security interest in or lien upon, encumber, grant an exclusive or non-exclusive license relating to

the Collateral, except for the license that Grantor has given the Client to use the Trademarks in the Client's business, or otherwise dispose of any of the Collateral, in each case without the prior written consent of Factor, except as otherwise permitted herein; provided, however, that nothing herein shall prevent the Grantor from granting to third parties licenses, or prevent the Client from granting to third parties sublicenses, to use the Trademarks in the ordinary course, subject to Factor's security interest as set forth herein. Nothing in this Agreement shall be deemed a consent by Factor to any such action, except as such action is expressly permitted hereunder.

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

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

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

(g) Factor may, in its discretion, pay any amount or do any act which Grantor fails to pay or do as required hereunder or as requested by Factor to preserve, defend, protect, maintain, record or enforce the Obligations, the Collateral or the security interest granted hereunder, including, but not limited to, all filing or recording fees, court costs, collection charges, attorneys' fees and legal expenses. Grantor shall be liable to Factor for any such payment, which payment shall be deemed an advance by Factor to Grantor, shall be payable on demand together with interest at the highest rate then applicable to the indebtedness of Grantor to Factor set forth in the Factoring Agreement and shall be part of the Obligations secured hereby.

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

documents, and such other papers as may be requested by Factor to evidence the security interests in such Trademark in favor of Factor.

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

(j) Grantor shall render any assistance, as Factor shall determine is necessary, to Factor in any proceeding before the United States Patent and Trademark Office, any federal or state court, or any similar office or agency in the United States, any State thereof, any political subdivision thereof or in any other country, to maintain such application and registration of the Trademarks as Grantor's exclusive property and to protect Factor's interest therein, including, without limitation, filing of renewals.

(k) To Grantor's knowledge, no material infringement or unauthorized use presently is being made of any of the Trademarks that would adversely affect in any material respect the fair market value of the Collateral or the benefits of this Agreement granted to Factor, including, without limitation, the validity, priority or perfection of the security interest granted herein or the remedies of Factor hereunder. Grantor shall promptly notify Factor if Grantor or Client (or any affiliate or subsidiary thereof) learns of any use by any person of any process or product which materially infringes upon any Trademark. If requested by Factor, Grantor, at Grantor's expense, shall join with Factor in such action as Factor, in Factor's discretion, may deem advisable for the protection of Factor's interest in and to the Trademarks.

(l) Grantor assumes all responsibility and liability arising from the use of the Trademarks and Grantor hereby indemnifies and holds Factor harmless from and against any claim, suit, loss, damage, or expense (including attorneys' fees and legal expenses) arising out of any alleged defect in any service or product manufactured, promoted, or sold by Grantor or Client (or any affiliate or subsidiary thereof) in connection with any Trademark or out of the manufacture, promotion, labeling, sale or advertisement of any such product or service by Grantor or Client (or any affiliate or subsidiary thereof). The foregoing indemnity shall survive the payment of the Obligations, the termination of this Agreement and the termination or non-renewal of the Factoring Agreement.

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

4. EVENTS OF DEFAULT

All Obligations shall become immediately due and payable, without notice or demand, at the option of Factor, upon the occurrence of any one or more defaults or events of default under this Agreement, the Factoring Agreement, the Guaranty or any of the other Financing Agreements to which

Grantor is a party, in accordance with the terms and conditions of each such Financing Agreement (each an "Event of Default" hereunder).

5. RIGHTS AND REMEDIES

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

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

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

(c) Factor may assign, sell or otherwise dispose of the Collateral or any part thereof, either with or without special conditions or stipulations except that if notice to Grantor of intended disposition of Collateral is required by law, the giving of ten (10) days prior written notice to Grantor of any proposed disposition shall be deemed reasonable notice thereof and Grantor waives any other notice with respect thereto. Factor shall have the power to buy the Collateral or any part thereof, and Factor shall also have the power to execute assurances and perform all other acts which Factor may, in its discretion, deem appropriate or proper to complete such assignment, sale, or disposition. In any such event, Grantor shall be liable for any deficiency, subject to the limitations set forth in the Guaranty.

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

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

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

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

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

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

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

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

(d) Factor shall not have any liability to Grantor (whether in tort, contract, equity or otherwise) for losses suffered by Grantor in connection with, arising out of, or in any way related to the transactions or relationships contemplated by this Agreement, or any act, omission or event occurring in connection herewith, unless it is determined by a final and non-appealable judgment or court order binding on Factor that the losses were the result of acts or omissions constituting Factor's gross negligence or willful misconduct.

7. MISCELLANEOUS

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

in the U.S. Mail, if sent as aforesaid, or (z) the day after it is delivered to a recognized overnight courier service with instructions for next day delivery.

(b) All references to the plural herein shall also mean the singular and to the singular shall also mean the plural. All references to Grantor, Client and Factor pursuant to the definitions set forth in the recitals hereto, or to any other person herein, shall include their respective successors and assigns. The words "hereof," "herein," "hereunder," "this Agreement" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not any particular provision of this Agreement and as this Agreement now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced. All references to the term "Person" or "person" herein shall mean any individual, sole proprietorship, partnership, corporation (including, without limitation, any corporation which elects subchapter S status under the Internal Revenue Code of 1986, as amended), limited liability corporation, limited liability participation, business trust, unincorporated association, joint stock company, trust, joint venture or other entity or any government or any agency or instrumentality or political subdivision thereof.

(c) This Agreement, the other Financing Agreements and any other document referred to herein or therein shall be binding upon Grantor, Client and their successors and assigns and inure to the benefit of and be enforceable by Factor and its successors and assigns.

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

(e) If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, such invalidity or unenforceability shall not invalidate this Agreement as a whole, but this Agreement shall be construed as though it did not contain the particular provision held to be invalid or unenforceable and the rights and obligations of the parties shall be construed and enforced only to such extent as shall be permitted by applicable law.

(f) This Agreement and the documents executed concurrently herewith contain the entire understanding between Grantor and Factor and supersede all prior agreements and understandings, if any, relating to the subject matter hereof. Any promises, representations, warranties or guarantees not herein contained (or contained in the Factoring Agreement or the Financing Agreements) and hereinafter made shall have no force and effect unless in writing, signed by Grantor, Client's and Factor's respective officers. Neither this Agreement nor any portion or provisions hereof may be changed, modified, amended, waived, supplemented, discharged, cancelled or terminated orally or by any course of dealing, or in any manner other than by an agreement in writing, signed by the party to be charged. Grantor acknowledges that it has been advised by counsel in connection with the execution of this Agreement and the other Financing Agreements and is not relying upon oral representations or statements inconsistent with the terms and provisions of this Agreement.

[Signature Page Follows]

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

HAUTE HIPPIE US LICENSING LLC

By: PUP

Title: PRESIDENT

Address: 336 WEST 37TH STREET
NEW YORK, NY 10018

WELLS FARGO BANK, NATIONAL ASSOCIATION

By: |

Title: _____

Address: 100 Park Avenue
New York, New York 10017

ACKNOWLEDGED AND AGREED:

HAUTE HIPPIE ENTERPRISES, LLC

By: PUP

Title: MANAGER

Address: 336 West 37th Street
New York, New York 10018

[Trademark Security Agreement]

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

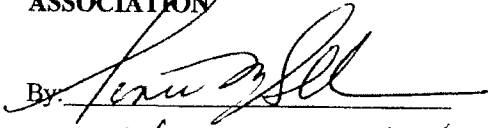
HAUTE HIPPIE US LICENSING LLC

By: _____

Title: _____

Address:

WELLS FARGO BANK, NATIONAL ASSOCIATION

By:  _____

Title: Vice President

Address: 100 Park Avenue
New York, New York 10017

ACKNOWLEDGED AND AGREED:

HAUTE HIPPIE ENTERPRISES, LLC

By: _____

Title: _____

Address: 336 West 37th Street
New York, New York 10018

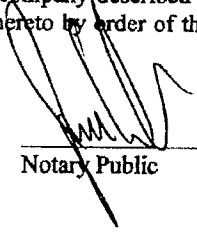
[Trademark Security Agreement]

TRADEMARK
REEL: 005040 FRAME: 0821

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

As of this 24th day of May, 2013, before me personally came PATRIZIA WESCOAT POWRI to me known, who being duly sworn, did depose and say, that s/he is a PRESIDENT of HAUTE HIPPIE US LICENSING LLC, the limited liability company described in and which executed the foregoing instrument; and that s/he signed his/her name thereto by order of the board of directors of said limited liability company.

JOSEPH C. WALSH
NOTARY PUBLIC STATE OF NEW YORK
No. 01WA614077
QUALIFIED IN NEW YORK COUNTY
COMMISSION EXPIRES FEBRUARY 13, 2014



Notary Public

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

As of this _____ day of May, 2013, before me personally came _____ to me known, who, being duly sworn, did depose and say, that s/he is a _____ of WELLS FARGO BANK, NATIONAL ASSOCIATION, the company described in and which executed the foregoing instrument; and that s/he signed his/her name thereto with the authorization of the members of said company.

Notary Public

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

As of this 24th day of May, 2013, before me personally came PATRIZIA WESCOAT POWRI to me known, who being duly sworn, did depose and say, that s/he is a MANAGER of HAUTE HIPPIE ENTERPRISES, LLC, the limited liability company described in and which executed the foregoing instrument; and that s/he signed his/her name thereto by order of the board of directors of said limited liability company.

JOSEPH C. WALSH
NOTARY PUBLIC STATE OF NEW YORK
No. 01WA614077
QUALIFIED IN NEW YORK COUNTY
COMMISSION EXPIRES FEBRUARY 13, 2014



Notary Public

[Trademark Security Agreement]

**EXHIBIT A
TO
TRADEMARK
SECURITY AGREEMENT**

LIST OF TRADEMARKS AND TRADEMARK APPLICATIONS

	Serial No.	Registration No.	Mark
1	85977469		HAUTE HIPPIE
2	85443147		HAUTE HIPPIE
3	85273922		HHH HAUTE HIPPIE HOME
4	85066377		HAUTE HIPPIE
5	85066373		HH HAUTE HIPPIE
6	85270504		MORE DASH THAN CASH
7	85377759	4108604	HAUTE HIPPIE
8	85377753	4108603	HH HAUTE HIPPIE
9	85273357		HHH HAUTE HIPPIE HIM
10	85270737		HHH HAUTE HIPPIE HER
11	85273937		HHH HAUTE HIPPIE HOME
12	85443299		HAUTE HOODIE
13	85443289		HAUTE HOODIE
14	85443265		HAUTE HOODIE
15	77955527	3963097	HHN
16	77800511	3766849	HH HAUTE HIPPIE
17	77741849	3751566	HAUTE HIPPIE NUDE
18	77219478	3651794	HAUTE HIPPIE

[Trademark Security Agreement]

**EXHIBIT B
TO
TRADEMARK
SECURITY AGREEMENT**

LICENSES

[License Agreement to be provided by Grantor's counsel]

[Trademark Security Agreement]

LICENSE AGREEMENT

This License Agreement is executed on the 28th day of May, 2013 (the "Effective Date"), by and between Haute Hippie US Licensing LLC, a Delaware limited liability company (hereinafter "Licensor"), and Haute Hippie Enterprises, LLC, a New York limited liability company, (hereinafter "Licensee").

STATEMENT

Licensor is the owner of the trademarks described in Schedule A hereto (the "Trademarks"). Licensee is a "Related Company" of Licensor for purposes of Section 5 of the U.S. Trademark Act (15 U.S.C. §1055). Licensor and Licensee have agreed to enter into this License Agreement whereby Licensor will grant to Licensee royalty-free right and license to use the Trademarks throughout the United States and its territories, for the purposes described in Schedule B hereto ("Licensed Use").

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed as follows:

1. Grant of License. Licensor hereby confirms its grant to, and hereby grants to Licensee and Licensee hereby accepts the non-exclusive, royalty-free, non-transferable, right and license to use (including the right to grant sublicenses) the Trademarks (including variations and composites) for and in connection with its business, including the Licensed Use (and otherwise as Licensor and Licensee may agree) throughout the United States and its territories, under the terms and conditions hereinafter set forth.

2. Term. This License Agreement shall commence on the Effective Date and shall continue indefinitely until terminated pursuant to Section 7 of this License Agreement.

3. Quality Control and Standards. The Licensee will use the Trademarks in a manner consistent with Licensor's and its predecessors' standards of, and reputation for, quality. The Licensee agrees that the Trademarks have an established prestige and goodwill, are well recognized by the trade and the public, and that the Trademarks are of great importance and value to Licensor. The Licensee agrees that all uses of the Trademarks will be in a commercially acceptable and responsible manner to protect the prestige of Licensor and the Trademarks. The manner in which the Licensee uses the Trademarks, and the quality of products and/or services sold or offered by the Licensee under the Trademarks (and all related advertising, promotion business materials and packaging, collectively, the "Licensed Materials"), will be commensurate with, and at least as high as, the quality, style, and manner in which Licensor and its predecessors have used the Trademarks and Licensee shall comply with the reasonable instructions and specifications, and methods of use set forth by the Licensor. Licensee further agrees that representatives of Licensor shall have the right, at reasonable times upon advance written notice to inspect the Licensed Uses and the Licensed Materials in relation to Licensee's use or proposed use of the Trademarks. In the event that the quality standards of the Trademarks are not met or, in the event that said quality standards are not maintained, subject to Section 7 of this License Agreement, the Licensee shall, upon reasonable written request by Licensor,

discontinue such objectionable or non-conforming use of the Trademarks and make all other required modifications.

4. Trademark Ownership and Notice. Licensee acknowledges that, as between Licensee and Licensor, Licensor is the owner of all right, title and interest in and to the Trademarks throughout the United States and its territories and is also the owner of the goodwill attached thereto. Sales by Licensee shall be deemed to have been made by Licensor for purposes of trademark registration and, in that regard, all uses of the Trademarks shall inure to Licensor's benefit. Licensee shall not challenge Licensor's ownership or the validity of the Trademarks, any application for registration or registration thereof or any rights of Licensor therein. Licensee shall not and shall not aid or authorize others, including sublicensees, to, at any time file a trademark application to register in any country any trademark that is the same as a Trademark or that contains or consists of any of the terms or words set forth on Schedule A. Licensee agrees that it will not use the Trademarks for any other purpose, goods or services not covered by this License Agreement, unless Licensor shall have consented to such additional use. Licensee agrees that it shall cause appropriate Trademarks notices and indicia of ownership of the Trademarks to appear on any display thereof in accordance with Licensor's reasonable instructions.

5. Maintenance and Enforcement of Trademarks. Licensee agrees to assist Licensor, all at Licensee's cost and expense, to the extent reasonably necessary, to perfect, maintain, protect and enforce rights in and to the Trademarks (including all federal and state trademark application filings and maintenance documents).

6. Infringements. Licensee shall promptly notify Licensor in writing of any uses which may come to Licensee's attention which may constitute infringements, dilution or imitations by others (including suspected counterfeits) of the Trademarks. Licensee shall, in consultation with Licensor, have the right to determine whether or not any action shall be taken against any such infringements, dilutions or imitations. Upon notice from Licensee requesting Licensor to bring such action against a third party, Licensor shall institute any suit or take any action (together with and/or joining Licensee, as necessary). The selection of counsel and resolution of any such actions shall be controlled by Licensee in its discretion.

7. Indemnification. Licensee hereby indemnifies Licensor and its parents, subsidiaries, affiliates, officers, directors, shareholders, principals, employees, agents and representatives, and their respective successors and assigns individually and in the aggregate, against and save and hold each and all of them harmless from any and all claims, losses, liability, damages and expenses (including reasonable attorneys' fees and expenses) which may arise in connection with Licensee's performance of this License Agreement, transactions arising therefrom, and all matters relating to Licensee's use of the Trademarks. The provisions of this Section and the obligations of Licensee set forth herein shall survive expiration or other termination of this License Agreement.

8. Termination. (a) This License Agreement may be terminated: (i) by Licensor for Licensee's material breach of Section 3 where (1) the Parties agree that such material breach is incapable of cure or (2) Licensee does not take steps that are reasonable in the circumstances to address such material breach within thirty (30) days from its receipt of notice of such material

breach from Licensor or does not cure such material breach within one hundred and twenty (120) days from its receipt of such notice (provided that termination pursuant to this Section 7(a) shall only terminate Licensee's rights with respect to those Trademarks and those products or services in respect of which the breach occurred); (ii) by mutual, written agreement of both Parties.

(b) Upon a termination of this License Agreement as provided for in Section 7(a), the license granted to Licensee hereunder shall terminate, all sublicenses granted by Licensee shall automatically terminate, and all rights in the Trademarks granted to Licensee under this License Agreement shall revert to Licensor. In addition, upon the termination of this Agreement as provided for in Section 7(a), Licensee shall cease all use of the Trademarks.

9. Applicable Law, Jurisdiction. This License Agreement is made pursuant to and shall be governed by and construed in accordance with the laws of the State of New York and, as applicable, the laws of the United States of America, as if entered into and fully performed therein. Any dispute, controversy, difference or issue which may arise between the parties, unless settled by mutual consultation in good faith, shall be heard and determined exclusively in the federal district court in New York City, New York (Manhattan), without regard to choice of law or venue provisions; and each party hereby waives and relinquishes all right to attack or vacate the personal jurisdiction or suitability of such forum or venue. The parties each and all acknowledge and agree that all judgments and directions by the forum court (including temporary, preliminary and permanent injunctions) shall be complied with and enforceable against the parties, wherever they may be located. The parties further agree and acknowledge that all prior discussions concerning the subject matter of this License Agreement are merged into and superceded hereby, and there are no oral or other undertakings.

10. No Franchise. The parties acknowledge and agree that this Agreement is an intellectual property rights License Agreement and does not constitute, and shall not be construed as, a franchise agreement. The parties further acknowledge and agree that state and federal franchise law do not apply and will not apply to this Agreement or to the relationship between Licensee and Licensor and their respective rights and obligations hereunder. The parties agree, that due to their respective business background and prior licensing experience, they do not need the protection of state or federal franchise laws.

11. Severability. In the event that any term or provision of this License Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other term or provision, and this License Agreement shall be interpreted and construed as if such term or provision, to the extent the same shall have been held to be invalid, illegal or unenforceable, had never been contained herein.

12. Integration. This License Agreement represents the entire understanding between the parties hereto with respect to the subject matter hereof and supersedes all previous representations, understandings or agreements, oral or written, between the parties with respect to the subject matter hereof. This License Agreement cannot be modified except by a written instrument signed by the parties hereto.

13. No Third Party Beneficiaries. Except as specifically identified herein, there are no third party beneficiaries to this License Agreement.

14. No Election of Remedies. All rights and remedies that either party may have hereunder or by operation of law are cumulative and the pursuit of one right or remedy will not be deemed an election to waive or renounce any other right or remedy.

15. Further Assurances. The Parties shall execute such further documentation and perform such further actions, including the recordation of such documentation with appropriate authorities, as may be reasonably requested by either of the parties hereto, to evidence or give effect to this License Agreement or to enforce the Trademarks.

16. Binding Agreement. This License Agreement will be binding upon, and inure to the benefit of, the parties and their respective successors, heirs, sub-licensees, assigns, transferees and agents.

17. Counterparts. This License Agreement may be executed and delivered in separate counterparts, each of which, when so executed and delivered, shall be an original, but such counterparts together shall constitute but one and the same instrument and agreement. The parties may also exchange signatures (in counterparts) by facsimile or e-mail transmission, which signatures are deemed to be original, valid and binding. This License Agreement shall become binding when all counterparts taken together have been executed and exchanged between the Parties.

By their execution below, the parties hereto have agreed to all of the terms and conditions of this License Agreement.

HAUTE HIPPIE US LICENSING LLC

HAUTE HIPPIE ENTERPRISES, LLC

By: PUP
Name: PATRICIA LESCOFF FOWND
Title: MANAGER

By: PUP
Name: PATRICIA LESCOFF FOWND
Title: MANAGER

SCHEDULE A

Trademarks:

Mark	Country	Appl./Reg. No.
HAUTE HIPPIE	U.S.A.	85/825668
HAUTE HIPPIE	U.S.A.	85/066377
HAUTE HIPPIE	U.S.A.	4108604
HAUTE HIPPIE	U.S.A.	3651794
HAUTE HIPPIE	U.S.A.	85/443147
HAUTE HIPPIE	U.S.A.	4223435
HH HAUTE HIPPIE LOGO	U.S.A.	85/825666
HH HAUTE HIPPIE LOGO	U.S.A.	85/066373
HH HAUTE HIPPIE LOGO	U.S.A.	4108603
HH HAUTE HIPPIE LOGO	U.S.A.	3766849
HHH HAUTE HIPPIE HOME LOGO	U.S.A.	85/273922
HAUTE HIPPIE NUDE	U.S.A.	3751566
HHN (Stylized)	U.S.A.	3963097
HAUTE HOODIE	U.S.A.	85/443265
HAUTE HOODIE	U.S.A.	85/443299
HAUTE HOODIE	U.S.A.	85/443289
MORE DASH THAN CASH	U.S.A.	85/270504
TENNESSEE WYATT PARKER	U.S.A.	85/802264

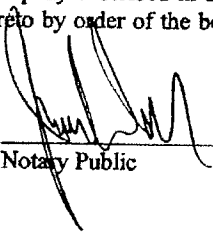
SCHEDULE B

Licensed Use:

Designing, manufacturing, sourcing, advertising, promoting and selling at retail and wholesale (including via the Internet) of clothing, bags, accessories, jewelry, fabrics, and all related product categories; and the conduct of the business relating thereto.

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

As of this 24th day of May, 2013, before me personally came PATRICIA WESCOTT POWERS to me known, who being duly sworn, did depose and say, that s/he is a PRESIDENT of HAUTE HIPPIE US LICENSING LLC, the limited liability company described in and which executed the foregoing instrument; and that s/he signed his/her name thereto by order of the board of directors of said limited liability company.



Notary Public

JOSEPH C. WALSH
NOTARY PUBLIC STATE OF NEW YORK
No. 01WA614077
QUALIFIED IN NEW YORK COUNTY
COMMISSION EXPIRES FEBRUARY 13, 2014

[Trademark Security Agreement]