

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ACI, Inc.		05/30/2013	CORPORATION: NEW JERSEY

RECEIVING PARTY DATA

Name:	Webster Business Credit Corporation
Street Address:	370 Lexington Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10017
Entity Type:	CORPORATION: NEW YORK

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	3884462	TERRI TONER'S SLIMWEAR
Registration Number:	3941626	READY TO WEAR
Serial Number:	85661421	FRUITALICIOUS
Serial Number:	85850811	JUNGLE PAINT
Serial Number:	85212001	READY TO WEAR LONGEVITY
Serial Number:	85114783	LIQUIDITY

CORRESPONDENCE DATA

Fax Number:

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

Email: daniel.cote@thomsonreuters.com

Correspondent Name: John Salvage

Address Line 1: 4400 Easton Commons Way Suite 125

Address Line 2: CT Lien Solutions

Address Line 4: Columbus, OHIO 43219

OP \$165.00 3884462

NAME OF SUBMITTER:	John Salvage
Signature:	/daniel cote thomsonreuters/
Date:	06/14/2013
Total Attachments: 6 source=webster-aci-trademark security agmt-recording with USPTO#page1.tif source=webster-aci-trademark security agmt-recording with USPTO#page2.tif source=webster-aci-trademark security agmt-recording with USPTO#page3.tif source=webster-aci-trademark security agmt-recording with USPTO#page4.tif source=webster-aci-trademark security agmt-recording with USPTO#page5.tif source=webster-aci-trademark security agmt-recording with USPTO#page6.tif	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of May 30, 2013, is made by the undersigned (the "Company") to and in favor of WEBSTER BUSINESS CREDIT CORPORATION, a New York corporation ("WBCC"), pursuant to that certain Credit and Security Agreement, dated as of even date herewith, among the Company, as a Borrower thereunder, any other Borrower party thereto, the Guarantors signatory thereto, and WBCC individually, as lender thereunder and as agent for itself and each other Lender Party (as defined therein) (WBCC, acting in both such capacities, herein called "Lender") (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"; capitalized terms used herein and not defined shall have the meanings ascribed to them in the Credit Agreement).

WITNESSETH:

RECITALS.

- A. The Company owns and uses certain Trademarks (as hereinafter defined) which are registered in, or applications for registration of which have been filed in, the United States Patent and Trademark Office, all as more fully described on Schedule I attached hereto and by reference made part hereof; and
- B. The Lender Parties propose to make certain loans to the Company pursuant to the Credit Agreement; and
- C. Pursuant to the Credit Agreement, the Company has assigned, conveyed, mortgaged, pledged, hypothecated and transferred to the Lender, for its benefit and the ratable benefit of the Lender Parties, all of its right, title and interest in and to, and granted to the Lender, for its benefit and the ratable benefit of the Lender Parties, a security interest in, the property described therein, including, without limitation, all of the Company's Trademarks (as hereinafter defined), whether presently existing or hereafter acquired or arising, or in which the Company now has or hereafter acquires rights and wherever located, and all products and proceeds any of the foregoing, as security for all of the Obligations; and
- D. As a condition precedent to the extension of such financial accommodations pursuant to the Credit Agreement and in furtherance of the Credit Agreement, including, without limitation, for purposes of perfecting the security interests granted therein, the Lender has required that the Company grant to the Lender, for its benefit and the ratable benefit of Lender Parties, a security interest in and a collateral assignment of the Property (as hereinafter defined);

NOW, THEREFORE, in consideration of the premises and of the mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. For purposes of this Agreement and in addition to terms defined elsewhere in this Agreement, the following terms shall have the meanings herein specified (such meaning to be equally applicable to both the singular and plural forms of the terms defined):

“Trademarks” means all of the following: (i) all trademarks and service marks, all registrations and recordings thereof, and all applications for trademarks and service marks, including, without limitation registrations, recordings and applications in the office or agency of the United States, any State thereof or any other country or any political subdivision thereof, including, without limitation, those referred to in Schedule I attached hereto, and (ii) all reissues, continuations, continuations-in-part or extensions thereof.

2. As security for the payment and performance of all of the Obligations, the Company hereby grants and conveys a security interest to the Lender, for its benefit and the ratable benefit of the Lender Parties, in, and collaterally assigns to the Lender, for its benefit and the ratable benefit of the Lender Parties, all of the Company's right, title and interest in, to and under the following (collectively, the “Property”): (a) each Trademark now or hereafter owned by the Company or in which the Company now has or hereafter acquires rights and wherever located, including, without limitation, each Trademark referred to in Schedule I hereto and any renewals of registrations thereof; (b) the goodwill of the Company symbolized by the Trademarks; and (c) all products and proceeds of the foregoing, including, without limitation, any claim by the Company against third parties for past, present or future infringement of any Trademark including, without limitation, any Trademark referred to in Schedule I hereto.

Notwithstanding the foregoing or anything else in this Agreement to the contrary, unless and until the Lender exercises the rights and remedies accorded to it under the Credit Agreement and by law with respect to the realization upon its security interest in, and collateral assignment of, the Property, the Lender hereby grants to the Company the exclusive, nontransferable, royalty-free right and license under the Property for the Company's own benefit and account, so that the Company may use and enjoy the Property in connection with its business operations and exercise rights and remedies with respect to the Property, but with respect to all Property being used in the Company's business, only in a manner consistent with the preservation of the current substance, validity, registration and the security interest and collateral assignment herein granted in such Property. The Company agrees not to sell or assign its interest in, or grant any sublicense under, the license granted to the Company in this paragraph, except that the Company may sublicense the Property in the ordinary course of the Company's business but only in a manner consistent with the preservation of the current substance, validity, registration and the security interest and collateral assignment herein granted in such Property. Upon the exercise by the Lender of the rights and remedies accorded to it under the Credit Agreement and by law with respect to the realization upon its security interest in and collateral assignment of the Property, the license granted under this paragraph to the Company shall terminate.

3. The Company does hereby further acknowledge and affirm that the representations, warranties and covenants of the Company with respect to the Property and the rights and remedies of the Lender with respect to the security interest in and collateral assignment of the Property made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. This Agreement shall terminate upon termination of the Credit Agreement. At any time and from time to time prior to such termination, the Lender may terminate its security interest in or reconvey to the Company any rights with respect to any or all of the Property. Upon termination of this Agreement and following a request from the Company, the Lender shall, at the expense of the Company, execute and deliver to the Company all deeds, assignments and other instruments as may be necessary or proper in reasonable judgment of the Company in order to evidence such termination, subject to any disposition of the Property which may have been made by the Lender pursuant hereto or pursuant to the Credit Agreement.

5. If at any time before the termination of this Agreement, the Company shall obtain or acquire rights to any new Trademark (including any Trademark application), the provisions of Section 2 shall automatically apply thereto and the Company shall comply with the terms of the Credit Agreement with respect to such new Trademark. The Company authorizes the Lender to modify this Agreement by amending Schedule 1 to include any future Trademarks (and Trademark applications) covered by Section 2 or by this Section 5.

6. The Company further agrees that (a) neither the Lender nor any Lender Party shall have any obligation or responsibility to protect or defend the Property and the Company shall, at its own expense protect, defend and maintain the same in accordance with the terms and conditions set forth in the Credit Agreement, (b) the Company shall forthwith advise the Lender promptly in writing upon detection of infringements of any of the Property being used in the Company's business and (c) if the Company fails to comply with the requirements of the preceding clause (a), the Lender or any Lender Party may do so in the Company's name or in its own name, but in any case at the Company's expense, and the Company hereby agrees to reimburse the Lender and the Lender Parties for all expenses, including attorneys' fees, incurred by the Lender and the Lender in protecting, defending and maintaining the Property.

7. THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK, EXCEPT TO THE EXTENT THAT PERFECTION (AND THE EFFECT OF PERFECTION AND NONPERFECTION) AND CERTAIN REMEDIES MAY BE GOVERNED BY THE LAWS OF ANY JURISDICTION OTHER THAN THE STATE OF NEW YORK.

IN WITNESS WHEREOF, the Company has caused this Agreement to be duly executed by its duly authorized officers as of the date first above written.

"COMPANY"

ACI, INC.

By:

Name:

Title:

Joanne Benjamin
Joanne Benjamin
Pres.

SCHEDULE I
REGISTERED U.S. TRADEMARKS

Description	Registration No.	Registration Date
Terri Toner's Slimwear	3,884,462	November 30, 2010
Ready To Wear	3,941,626	April 5, 2011

PENDING U.S. TRADEMARK APPLICATIONS

Description	Application No.	Filing Date
Fruitalicious	85661421	June 26, 2012
Jungle Paint	85850811	February 15, 2013
Ready to Wear Longevity	85212001	January 6, 2011
Liquidity	85114783	August 24, 2010