

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Second Lien Subsidiary Guarantor Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Humanconcepts, LLC		07/05/2013	LIMITED LIABILITY COMPANY:
RECEIVING PARTY DATA			
Name:	Vector Trading (Cayman), LP		
Street Address:	1 MARKET PLAZA		
Internal Address:	STEUART TOWER, FLOOR 23		
City:	SAN FRANCISCO		
State/Country:	CALIFORNIA		
Postal Code:	94105		
Entity Type:	LIMITED PARTNERSHIP: CAYMAN ISLANDS		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3997581	HUMANCONCEPTS	
Registration Number:	3675845	TRANSITION MANAGER	
CORRESPONDENCE DATA			
Fax Number:	2149813400		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	214-981-3483		
Email:	dclark@sidley.com		
Correspondent Name:	Dusan Clark, Esq.		
Address Line 1:	Sidley Austin LLP		
Address Line 2:	717 N. Harwood St., Suite 3400		
Address Line 4:	Dallas, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	53237-30050		
NAME OF SUBMITTER:	Dusan Clark		

CH \$65.00 3997581

TRADEMARK

Signature:	/Dusan Clark/
Date:	07/08/2013
Total Attachments: 6 source=Vector Saba - Second Lien Subsidiary Guarantor Trademark Security Agreement [EXECUTED]#page1.tif source=Vector Saba - Second Lien Subsidiary Guarantor Trademark Security Agreement [EXECUTED]#page2.tif source=Vector Saba - Second Lien Subsidiary Guarantor Trademark Security Agreement [EXECUTED]#page3.tif source=Vector Saba - Second Lien Subsidiary Guarantor Trademark Security Agreement [EXECUTED]#page4.tif source=Vector Saba - Second Lien Subsidiary Guarantor Trademark Security Agreement [EXECUTED]#page5.tif source=Vector Saba - Second Lien Subsidiary Guarantor Trademark Security Agreement [EXECUTED]#page6.tif	

SECOND LIEN SUBSIDIARY GUARANTOR TRADEMARK SECURITY AGREEMENT

This SECOND LIEN SUBSIDIARY GUARANTOR TRADEMARK SECURITY AGREEMENT ("Agreement"), dated July 5, 2013, is made by HUMANCONCEPTS, LLC, a California limited liability company ("Assignor"), in favor of VECTOR TRADING (CAYMAN), LP, an exempted limited partnership organized under the laws of the Cayman Islands (together with any permitted successors and assigns, "Assignee"). Capitalized terms used in this Agreement and not defined herein have the meanings set forth for such terms in the Security Agreement (as hereinafter defined).

WHEREAS, Assignor is the applicant or registrant for the trademarks and service marks listed on the annexed Schedule A hereto, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Assignor has entered into that certain Second Lien Subsidiary Guarantor Security Agreement, dated as of July 5, 2013, among Assignor, the other grantors signatory thereto and Assignee (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, as collateral security for all of the Secured Obligations, Assignor has hypothecated and granted to Assignor a continuing second priority security interest in the Trademarks, together with, among other things, the goodwill of the business symbolized by and associated with the Trademarks and the applications and registrations thereof and all proceeds thereof (the "Collateral").

NOW, THEREFORE, in consideration of the premises and agreements made herein and in the Security Agreement, the Parties agree as follows:

As collateral security for all of the Secured Obligations, Assignor hereby grants to the Assignee, a continuing second priority security interest in all of the Assignor's right, title, and interest in the Collateral, now owned or from time to time after the date hereof owned or acquired by the Assignor, and Assignee hereby accepts such grant of security interest from Assignor.

Assignor does hereby further acknowledge and affirm that the rights and remedies of the Assignee 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.

In the event of an irreconcilable conflict between this Agreement and the Security Agreement, the Security Agreement shall govern.

This Agreement shall be governed by, and construed in accordance with, the law of the State of California applicable to contracts made and to be performed in the State of California, except as required by mandatory provisions of law and except to the extent that the perfection and the effect of perfection or non-perfection of the security interest created hereby, or

remedies hereunder, in respect of any particular Collateral are governed by the law of a jurisdiction other than the State of California.

THIS AGREEMENT IS A LOAN DOCUMENT AND IS SUBJECT TO ALL PROVISIONS OF THE CREDIT AGREEMENT APPLICABLE TO LOAN DOCUMENTS, INCLUDING WITHOUT LIMITATION, SECTION 8.13 (ARBITRATION) AND SECTION 8.17 (CONFIDENTIALITY), ALL OF WHICH ARE INCORPORATED IN THIS AGREEMENT BY REFERENCE TO THE SAME AS IF SET FORTH IN THIS AGREEMENT.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, Assignor has caused this Agreement to be executed and delivered by its officer thereunto duly authorized as of the date above first written.

ASSIGNOR:

HUMANCONCEPTS, LLC, a California
limited liability company

By: 

Name: Peter E. Williams III

Title: President

Agreed and Accepted:

VECTOR TRADING (CAYMAN), LP,
an exempted limited partnership organized
under the laws of the Cayman Islands

By: VCP CREDIT, L.L.C., its general partner

By:

Name: David Baylor

Title: chief operating officer

Signature Page to Second Lien Subsidiary Guarantor Trademark Security Agreement

TRADEMARK
REEL: 005065 FRAME: 0014

ACKNOWLEDGMENT OF ASSIGNOR

STATE OF California

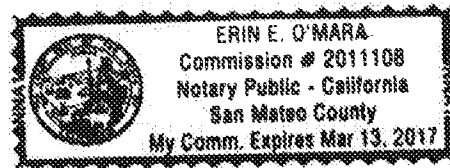
ss.:

COUNTY OF San Mateo

On this 3 day of July, 2013, before me personally came Ray E. Williams III, to me known to be the person who executed the foregoing instrument, and who, being duly sworn by me, did depose and say that ~~she~~ he is the President of HUMANCONCEPTS, LLC, a California limited liability company, and that ~~she~~ he executed _____ the foregoing instrument in the name of Human Concepts LLC, and that s/he had authority to sign the same, and s/he acknowledged to me that he executed the same as the act and deed of said entity for the uses and purposes therein mentioned.

Erin E. O'Mara

Notary Public



**SCHEDULE A TO SECOND LIEN SUBSIDIARY GUARANTOR TRADEMARK
SECURITY AGREEMENT**

U.S. Trademarks of HumanConcepts, LLC

Registered Owner	Registration No.	Registration Date	Filing Date	Serial No.	Mark
HumanConcepts, LLC	3997581	July 19, 2011	December 23, 2010	85- 205,041	HUMANCONCEPTS
HumanConcepts, LLC	3675845	September 1, 2009	January 22, 2009	77- 654,355	TRANSITION MANAGER