

Form PTO-1594 (Rev. 06/04)  
OMB Collection 0651-0027 (ex p. 6/30/2005)

U.S. DEPARTMENT OF COMMERCE  
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

To the director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):

Adrianna Papell, L.L.C.

- Individual(s)
- General Partnership
- Corporation-State
- Other: limited liability company
- Association
- Limited Partnership

Citizenship (see guidelines) New York

Execution Date(s) 11/4/2010

Additional names of conveying parties attached?  Yes  No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached?  Yes

Yes

No

Name: Wells Fargo Trade Capital Services, Inc.

Internal Address: \_\_\_\_\_

Street Address: 100 Park Avenue

City: New York

State: New York

Country: USA

Zip: 10017

- Association Citizenship \_\_\_\_\_
- General Partnership Citizenship \_\_\_\_\_
- Limited Partnership Citizenship \_\_\_\_\_

- Corporation Citizenship New York
- Other  Citizenship

If assignee is not domiciled in the United States, a domestic representative designation is attached.  Yes  No  
(Designations must be a separate document from assignment)

3. Nature of conveyance:

- Assignment  Merger
- Security Agreement  Change of Name
- Other Amended and Restated Trademark Collateral Assignment and Security Agreement

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) SEE SCHEDULE A ANNEXED HERETO

B. Trademark Registration No.(s) SEE SCHEDULE A ANNEXED HERETO

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown)  
SEE SCHEDULE A ANNEXED HERETO

5. Name address of party to whom correspondence concerning document should be mailed:

Name: Susan O'Brien

Internal Address: CT Lien Solutions

Street Address: 187 Wolf Road - Suite 101

City: Albany

State: New York

Zip: 12205

Phone Number: 800-342-3676

Fax Number: 800-962-7049

Email Address: cls-udsalbany@wolterskluwer.com

6. Total number of applications and registrations involved: 8

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$215.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers 1868  
Expiration Date 06/15

b. Deposit Account Number \_\_\_\_\_  
Authorized User Name: \_\_\_\_\_

9. Signature:

Signature

Evan A. Pitchik  
Name of Person Signing

7/11/13  
Date

Total number of pages including cover sheet, attachments, and document. 18

Documents to be recorded (including cover sheet) should be faxed to (703) 306-6995, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

3106487.1

700507665

TRADEMARK  
REEL: 005073 FRAME: 0084

OP \$215.00 3493487

**SCHEDULE A**  
**TO**  
**RECORDATION FORM COVER SHEET**  
**TRADEMARKS ONLY**

**LIST OF TRADEMARKS AND APPLICATIONS**

<b>Mark</b>	<b>Reg./Ser No.</b>	<b>Status</b>	<b>Reg. Date</b>	<b>Record Owner</b>
AIDAN	3493487	REGISTERED	8/26/2008	Adrianna Papell, L.L.C.
AIDAN MATTOX	3493486	REGISTERED	8/26/2008	Adrianna Papell, L.L.C.
ADRIANNA PAPELL	2043707	REGISTERED	3/11/1997	Adrianna Papell, L.L.C.
ADRIANNA PAPELL	3446788	REGISTERED	6/10/2008	Adrianna Papell, L.L.C.
LOVELY BY MITCHELL GROSS	3198620	REGISTERED	1/16/2007	Adrianna Papell, L.L.C.
NITELINE	2591875	REGISTERED	7/9/2002	Adrianna Papell, LLC
PAPELL BOUTIQUE	3508709	REGISTERED	9/30/2008	Adrianna Papell, L.L.C.
PAPELL STUDIO	2982800	REGISTERED	8/9/2005	Adrianna Papell, L.L.C.



**AMENDED AND RESTATED  
TRADEMARK COLLATERAL ASSIGNMENT  
AND SECURITY AGREEMENT**

AGREEMENT made this 4<sup>th</sup> day of November, 2010 (this "Agreement") by and between ADRIANNA PAPELL, L.L.C., a New York limited liability company ("Client") with its offices at 512 Seventh Avenue, New York, New York 10018 and WELLS FARGO TRADE CAPITAL SERVICES, INC., a New York corporation ("Secured Party"), having an office at 100 Park Avenue, New York, New York 10017.

**WITNESSETH:**

**WHEREAS**, Client has adopted, used and is using, and is the owner of the entire right, title, and interest in and to the trademarks described in Schedule A annexed hereto and made a part hereof; and

**WHEREAS**, Secured Party and Client have entered into a Second Amended and Restated Factoring Agreement, dated as of the date hereof, pursuant to which Secured Party may make loans and advances and provide other financial accommodations to Client as set forth therein (as heretofore or hereafter amended, supplemented, restated, renewed, replaced, extended or otherwise modified, the "Factoring Agreement") (all capitalized terms used herein and not otherwise defined herein shall have the meaning ascribed to such terms in the Factoring Agreement and in the event any term or provision of this Agreement conflicts with any term or provision in the Factoring Agreement, such term or provision of the Factoring Agreement shall control);

**WHEREAS**, Secured Party may hereafter make loans and advances and provide other financial accommodations to Client under the Factoring Agreement (the Factoring Agreement, collectively with the Other Agreements, including, but not limited to, this 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 "Factoring Documents"); and

**WHEREAS**, in order to induce Secured Party to make loans and advances and provide other financial accommodations to Client pursuant to the Factoring Agreement, Client has agreed to grant to Secured Party certain collateral security as set forth herein.

**NOW, THEREFORE**, in consideration of the promises herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Client 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, Client hereby grants to Secured Party a continuing security interest in and a general lien upon, and hereby conditionally assigns and transfers to Secured Party: (a) all of Client's now existing or hereafter acquired right, title, and interest in and to: 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, without limitation, the trademarks described in Schedule 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 Client with respect to any Trademarks, including, without limitation, payments under all Licenses, as defined below, heretofore or at any time hereafter entered into by Client in connection therewith; (d) Client's right to sue for the past and present and future infringements thereof and all future infringements thereof; (e) all rights of Client 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 Client against third parties for past or future infringement of the Trademarks (all of the foregoing are collectively referred to herein as the "Trademark Collateral"). For purposes of this Agreement, the term "License" means any written agreement, in which Client now holds or hereafter acquires any trademark or interest in or to a trademark or the use thereof, which agreement grants any license right in and to any Trademark or the use thereof (whether Client is the licensee or the licensor thereunder), a sublicense to use a trademark, and the right to prepare for sale, sell or advertise for sale, all of the inventory now or hereafter owned by Client that is now or hereafter covered by such license agreements.

## 2. OBLIGATIONS SECURED

The security interest, lien and other interests granted in the Trademark Collateral to Secured Party pursuant to this Agreement shall secure the prompt performance, observance and payment in full of the Obligations and all other amounts arising under the Factoring Documents or by operation of law.

## 3. REPRESENTATIONS, WARRANTIES AND COVENANTS

Client hereby represents, warrants and covenants to Secured Party the following (which shall survive the execution and delivery of this Agreement), the truth and accuracy of which, or compliance with, being a continuing condition of the making of loans or other financial accommodations by Secured Party to Client under the Factoring Documents:

(a) Client will pay and perform all of the Obligations according to their terms.

(b) All of the existing Trademark Collateral is valid and subsisting in full force and effect, and Secured Party owns the sole, full and clear title thereto, and the right and power to grant the security interests granted hereunder. Except with respect to Trademarks that are not material or necessary to the conduct of Client's business, Client will, at Client's expense, perform all acts and execute all documents requested by Secured Party to maintain the existence of the Trademark Collateral as valid, subsisting and registered, including, without limitation, the filing of any renewal affidavits and applications. The Trademark Collateral is not subject to any liens, claims, mortgages, assignments, licenses, security interests, or encumbrances of any nature whatsoever, except the security interests granted hereunder and under the Factoring Agreement and the licenses set forth on Schedule B hereto.

(c) Client will 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 thereto, except as permitted herein, or otherwise dispose of any of the Trademark Collateral without the prior written consent of Secured Party. Nothing in this Agreement shall be deemed a consent by Secured Party to any such action, except as such action is expressly permitted hereunder.

(d) Client will, at Client's expense, use commercially reasonable efforts to perform all acts and execute all documents reasonably requested at any time by Secured Party to evidence, perfect, maintain, record, or enforce the security interest in the Trademark Collateral granted hereunder or to otherwise further the provisions of this Agreement. Client hereby authorizes Secured Party to execute

and file one or more financing statements (or similar documents) with respect to the Trademark Collateral, signed only by Secured Party or as otherwise determined by Secured Party. Client further authorizes Secured Party to have this or any other similar security agreement filed with the Commissioner of Patents and Trademarks or other appropriate federal, state or government office.

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

(f) Client will, concurrently with the execution and delivery of this Agreement, execute and deliver to Secured Party five (5) originals of a Power of Attorney in the form of Exhibit 1 annexed hereto for the implementation of the assignment, sale or other disposition of the Trademark Collateral pursuant to Secured Party's exercise of the rights and remedies granted to Secured Party hereunder.

(g) Secured Party may, in its discretion, pay any amount or do any act which Client fails to pay or do as required hereunder or as reasonably requested by Secured Party to preserve, defend, protect, maintain, record, amend or enforce the Obligations, the Trademark Collateral, or the security interest granted hereunder including but not limited to all filing or recording fees, court costs, collection charges and reasonable attorneys' fees. Client will be liable to Secured Party for any such payment, which payment shall be deemed an advance by Secured Party to Client, shall be payable on demand together with interest at the Prime Rate and shall be part of the Obligations secured hereby.

(h) Client 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 therein, or any other country, unless Client informs Secured Party of such action within ninety (90) days after the date thereof. Upon request of Secured Party, Client shall execute and deliver to Secured Party any and all assignments, agreements, instruments, documents and such other papers as may be requested by Secured Party to evidence the security interests of Secured Party in such Trademark.

(i) Except with respect to Trademarks that are not material or necessary to the conduct of Client's business, Client has not abandoned any of the Trademarks and Client will not do any act, nor omit to do any act, whereby the Trademarks may become abandoned, invalidated, unenforceable, avoided or avoidable. Client shall notify Secured Party within ninety (90) days after the date thereof if it knows or has reason to know of any reason why any application, registration, or recording may become abandoned, canceled, invalidated, avoided, or avoidable.

(j) Client will render any assistance necessary to Secured Party 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 or any state therein or any other country to maintain such application and registration of the Trademarks as Client's exclusive property and to protect Secured Party's interest therein, including, without limitation, filing of renewals, affidavits of use, affidavits of incontestability and opposition, interference, and cancellation proceedings.

(k) Client will promptly notify Secured Party if Client (or any affiliate or subsidiary thereof) learns of any use by any person of any term or design likely to cause confusion with any Trademark. If requested by Secured Party, Client, at Client's expense, shall join with Secured Party in such action as Secured Party, in its discretion, may deem advisable for the protection of Secured Party's interest in and to the Trademarks.

(l) Client assumes all responsibility and liability arising from the use of the Trademarks and Client hereby indemnifies and holds Secured Party harmless from and against any claim, suit, loss, damage, or expense (including attorneys' fees) arising out of any alleged defect in any product manufactured, promoted, or sold by 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 by Client (or any affiliate or subsidiary thereof).

(m) Client will promptly pay Secured Party for any and all reasonable out of pocket expenditures made by Secured Party pursuant to the provisions of this Agreement or for the defense, protection, or enforcement of the Obligations, the Trademark 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 rate set forth in the Loan Agreements and shall be part of the Obligations secured hereby.

**4. RIGHTS AND REMEDIES**

Upon the occurrence and during the continuance of any Event of Default, in addition to all other rights and remedies of Secured Party, whether provided under law, the Factoring Documents or otherwise, Secured Party shall have the following rights and remedies which may be exercised without notice to, or consent by, Client except as such notice or consent is expressly provided for hereunder:

(a) Secured Party may require that neither Client nor any affiliate or subsidiary of Client make any use of the Trademarks or any marks similar thereto for any purpose whatsoever. Secured Party may make use of any Trademarks for the sale of goods, completion of work in process or rendering of services in connection with the enforcement of any security interest granted to Secured Party by Client or any subsidiary of Client.

(b) Secured Party may grant such license or licenses relating to the Trademark Collateral for such term or terms, on such conditions, and in such manner, as Secured Party 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) Secured Party may assign, sell or otherwise dispose of the Trademark Collateral or any part thereof, either with or without special conditions or stipulations except that if notice to Client of intended disposition of Trademark Collateral is required by law, the giving of five (5) days notice in the manner set forth in subparagraph 5(b) hereof shall be deemed reasonable notice thereof and Client waives any other notice with respect thereto. Secured Party shall have the power to buy the Trademark Collateral or any part thereof, and Secured Party shall also have the power to execute assurances and perform all other acts which Secured Party may, in its discretion, deem appropriate or proper to complete such assignment, sale, or disposition.

(d) In addition to the foregoing, in order to implement the assignment, sale, or other disposition of any of the Trademark Collateral pursuant to subparagraph 4(c) hereof, Secured Party may at any time execute and deliver on behalf of Client, pursuant to the authority granted in the Powers of Attorney described in subparagraph 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. Client agrees to pay Secured Party on demand all reasonable out of pocket costs incurred in any such transfer of the Trademark Collateral, including, but not limited to, any taxes, fees, legal expenses and reasonable attorneys' fees and legal expenses.

(e) Secured Party may first apply the proceeds actually received from any such license, assignment, sale, or other disposition of Trademark Collateral to the reasonable out of pocket costs and expenses thereof, including, without limitation, reasonable attorneys' fees and all legal, travel and other expenses which may be incurred by Secured Party. Thereafter, Secured Party may apply any remaining proceeds to such of the Obligations as Secured Party may in its discretion determine. Client shall remain liable to Secured Party for any expenses or obligations remaining unpaid after the application of such proceeds, and Client will pay Secured Party on demand any such unpaid amount, together with interest at a rate equal to the highest rate then payable on the Obligations.

(f) Client shall supply to Secured Party or its designee, Client's knowledge and expertise relating to the manufacture and sale of the products and services bearing the Trademarks and Client's customer lists and other records relating to the Trademarks and the distribution thereof.

(g) Nothing contained herein shall be construed as requiring Secured Party to take any such action at any time. All of Secured Party's rights and remedies, whether provided under law, the Factoring Documents, this Agreement, or otherwise, shall be cumulative and none is exclusive. Such rights and remedies may be enforced alternatively, successively, or concurrently. Nothing herein shall require Secured Party to pursue any rights or remedies against any other party, or against any property or asset of any other party in which Secured Party has a security interest, as a precondition to pursuing its rights and remedies hereunder.

**5. MISCELLANEOUS**

(a) Any failure or delay by Secured Party to require strict performance by Client of any of the provisions, warranties, terms, and conditions contained herein or in any other agreement, document, or instrument, shall not affect Secured Party or Secured Party's right to demand strict compliance and performance therewith, and any waiver of any default shall not waive or affect any other default, whether prior or subsequent thereto, and whether of the same or of a different type. None of the warranties, conditions, provisions, and terms contained herein or in any other agreement, document, or instrument shall be deemed to have been waived by any act or knowledge of Secured Party, its agents, officers, or employees, but only by an instrument in writing, signed by an officer of Secured Party and directed to Client, specifying such waiver.

(b) All notices, requests and demands to or upon the respective parties hereto shall be given in accordance with Section 9.9 of the Factoring Agreement.

(c) In the event that any provision hereof shall be deemed to be invalid by any court, such invalidity shall not affect the remainder of this Agreement.

(d) All references to Client and Secured Party herein shall include their respective successors and assigns. All references to the term "person" or "Person" herein shall mean any individual, sole proprietorship, limited partnership, general partnership, corporation (including a business trust), unincorporated association, joint stock corporation, trust, joint venture, association, organization or other entity or government or any agency or instrumentality or political subdivision thereof.

(e) This Agreement shall be binding upon and for the benefit of the parties hereto and their respective successors and assigns. No provision hereof shall be modified, altered or limited except by a written instrument expressly referring to this Agreement signed by the party to be charged thereby.

(f) THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED ACCORDING TO THE LAWS OF THE STATE OF NEW YORK. ALL TERMS USED HEREIN,

UNLESS OTHERWISE DEFINED HEREIN OR IN THE FACTORING AGREEMENT, SHALL HAVE THE MEANINGS GIVEN IN THE NEW YORK UNIFORM COMMERCIAL CODE.

(g) CLIENT AND SECURED PARTY AGREE THAT ALL ACTIONS AND PROCEEDINGS RELATING DIRECTLY OR INDIRECTLY TO THIS AGREEMENT OR ANY OF THE OTHER FACTORING DOCUMENTS OR ANY OBLIGATIONS SHALL BE LITIGATED IN THE FEDERAL DISTRICT COURT OF THE SOUTHERN DISTRICT OF NEW YORK OR, AT SECURED PARTY'S OPTION, IN ANY OTHER COURTS LOCATED IN NEW YORK STATE OR ELSEWHERE AS SECURED PARTY MAY SELECT AND THAT SUCH COURTS ARE CONVENIENT FORUMS AND CLIENT SUBMITS TO THE PERSONAL JURISDICTION OF SUCH COURTS. CLIENT AND SECURED PARTY HEREBY WAIVE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, PERSONAL SERVICE OF THE SUMMONS, COMPLAINT OR OTHER PROCESS OR PAPERS TO BE ISSUED THEREIN AND HEREBY AGREE THAT SERVICE OF SUCH SUMMONS, COMPLAINT, PROCESS OR PAPERS MAY BE MADE BY REGISTERED OR CERTIFIED MAIL ADDRESSED TO CLIENT OR SECURED PARTY, AS APPLICABLE, AT THE ADDRESS SET FORTH IN THE FACTORING AGREEMENT.

(h) TO THE EXTENT PERMITTED BY APPLICABLE LAW, BOTH CLIENT AND SECURED PARTY WAIVE ALL RIGHT TO TRIAL BY JURY IN ANY LITIGATION RELATING TO TRANSACTIONS UNDER THIS AGREEMENT, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE.

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(i) This Agreement amends, restates, replaces and supersedes in its entirety, without a break in continuity, that certain Trademark Collateral Assignment and Security Agreement, dated as of December 15, 2008, by and between Client and Secured Party.

NOV-03-2010 15:03

Adrianna Papell

P.003

IN WITNESS WHEREOF, Client and Secured Party have executed this Agreement as of the day and year first above written.

ADRIANNA PAPELL, L.L.C.

By: *[Signature]*

Title: COO

WELLS FARGO TRADE CAPITAL SERVICES, INC.

By: \_\_\_\_\_

Title: \_\_\_\_\_

Trademark Security Agreement

IN WITNESS WHEREOF, Client and Secured Party have executed this Agreement as of the day and year first above written.

**ADRIANNA PABELL, L.L.C.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**WELLS FARGO TRADE CAPITAL SERVICES, INC.**

By:  \_\_\_\_\_  
Name: George P. Edwards  
Title: Authorized Signatory

Amended and Restated Trademark Agreement

NOV-03-2010 15:03

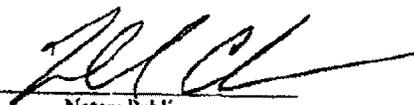
Adrianna Papell

P.004

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

As of this 3<sup>RD</sup> day of November, 2010, before me personally came ADAM BRADYMAN,  
to me known, who being duly sworn, did depose and say, that he is a CEO of  
ADRIANNA PAPELL, L.L.C., the limited liability company described in and which executed the  
foregoing instrument; and that he signed his name thereto with the authorization of the members of said  
corporation.

MICHAEL A. CARBONARO  
Notary Public, State of New York  
No. 02CA5018386  
Qualified in Richmond County  
Commission Expires Jan. 14, 2011

  
Notary Public

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

As of this \_\_\_\_\_ day of November, 2010, before me personally came \_\_\_\_\_, to  
me known, who, being duly sworn, did depose and say, that he is a \_\_\_\_\_ of WELLS  
FARGO TRADE CAPITAL SERVICES, INC., the corporation described in and which executed the  
foregoing instrument; and that he signed his name thereto with the authorization of the members of said  
corporation.

\_\_\_\_\_  
Notary Public

Trademark Security Agreement

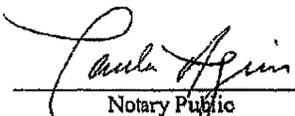
STATE OF NEW YORK )  
 ) ss:  
COUNTY OF NEW YORK )

As of this \_\_\_\_\_ day of November, 2010, before me personally came \_\_\_\_\_,  
to me known, who being duly sworn, did depose and say, that he is a \_\_\_\_\_ of  
ADRIANNA PABELL, L.L.C., the limited liability company described in and which executed the  
foregoing instrument; and that he signed his name thereto with the authorization of the members of said  
corporation.

\_\_\_\_\_  
Notary Public

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

As of this 3<sup>rd</sup> day of November, 2010, before me personally came George P. Edwards, to me  
known, who, being duly sworn, did depose and say, that he is an Authorized Signatory of WELLS  
FARGO TRADE CAPITAL SERVICES, INC., the corporation described in and which executed the  
foregoing instrument; and that he signed his name thereto with the authorization of the members of said  
corporation.

  
\_\_\_\_\_  
Notary Public

PAULA AGIUS  
Notary Public, State of New York  
No. 01AG6057869  
Qualified in New York County  
Commission Expires April 30, 2011

Amended and Restated Trademark Agreement

## SCHEDULE A

LIST OF TRADEMARKS AND APPLICATIONS

Mark	Reg./Ser No.	Status	Reg. Date	Record Owner
AIDAN	3493487	REGISTERED	8/26/2008	Adrianna Papell, L.L.C.
AIDAN MATTOX	3493486	REGISTERED	8/26/2008	Adrianna Papell, L.L.C.
ADRIANNA PAPELL	2043707	REGISTERED	3/11/1997	Adrianna Papell, L.L.C.
ADRIANNA PAPELL	3446788	REGISTERED	6/10/2008	Adrianna Papell, L.L.C.
LOVELY BY MITCHELL GROSS	3198620	REGISTERED	1/16/2007	Adrianna Papell, L.L.C.
NITELINE	2591875	REGISTERED	7/9/2002	Adrianna Papell, LLC
PAPELL BOUTIQUE	3508709	REGISTERED	9/30/2008	Adrianna Papell, L.L.C.
PAPELL STUDIO	2982800	REGISTERED	8/9/2005	Adrianna Papell, L.L.C.

**SCHEDULE B****LICENSES**

License Agreement with Worldwide Dreams LLC, dated as of April 18, 2006. License to use various Adrianna Papell trademarks for "women's handbags in all-natural and synthetic fabrications and women's small leather goods".

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**EXHIBIT I**

**SPECIAL POWER OF ATTORNEY**

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

KNOW ALL MEN BY THESE PRESENTS, that **ADRIANNA PAPELL, L.L.C.** ("Client"), having an office at 512 Seventh Avenue, New York, New York 10018 hereby appoints and constitutes, severally, **WELLS FARGO TRADE CAPITAL SERVICES, INC.** ("Secured Party"), and each of its officers, its true and lawful attorney, with full power of substitution and with full power and authority to perform the following acts on behalf of Client:

1. Execution and delivery of any and all agreements, documents, instrument of assignment, or other papers which Secured Party, in its discretion, deems necessary or advisable for the purpose of assigning, selling, or otherwise disposing of all right, title, and interest of Client in and to any trademarks and all registrations, recordings, reissues, extensions, and renewals thereof, or for the purpose of recording, registering and filing of, or accomplishing any other formality with respect to the foregoing.

2. Execution and delivery of any and all documents, statements, certificates or other papers which Secured Party, in its discretion, deems necessary or advisable to further the purposes described in Paragraph 1 hereof.

This Power of Attorney, being a power coupled with an interest, is made pursuant to a Trademark Collateral Assignment and Security Agreement between Client and Secured Party, of even date herewith (the "Security Agreement") and may not be revoked until indefeasible payment in full of all Client's "Obligations", as such term is defined in the Factoring Agreement and is subject to the terms and provisions thereof.

November \_\_\_\_\_, 2010

**ADRIANNA PAPELL, L.L.C.**

By: \_\_\_\_\_

Title: \_\_\_\_\_

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

As of this \_\_\_\_ day of November, 2010, before me personally came \_\_\_\_\_, to me known, who being duly sworn, did depose and say, that he is a \_\_\_\_\_ of ADRIANNA PABELL, L.L.C., the limited liability company described herein and which executed the foregoing instrument; and that he signed his name thereto with the authorization of the members of said corporation.

\_\_\_\_\_  
 Notary Public

**SPECIAL POWER OF ATTORNEY**

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

KNOW ALL MEN BY THESE PRESENTS, that **ADRIANNA PAPELL, L.L.C.** ("Client"), having an office at 512 Seventh Avenue, New York, New York 10018 hereby appoints and constitutes, severally, **WELLS FARGO TRADE CAPITAL SERVICES, INC.** ("Secured Party"), and each of its officers, its true and lawful attorney, with full power of substitution and with full power and authority to perform the following acts on behalf of Client:

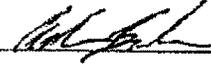
1. Execution and delivery of any and all agreements, documents, instrument of assignment, or other papers which Secured Party, in its discretion, deems necessary or advisable for the purpose of assigning, selling, or otherwise disposing of all right, title, and interest of Client in and to any trademarks and all registrations, recordings, reissues, extensions, and renewals thereof, or for the purpose of recording, registering and filing of, or accomplishing any other formality with respect to the foregoing.

2. Execution and delivery of any and all documents, statements, certificates or other papers which Secured Party, in its discretion, deems necessary or advisable to further the purposes described in Paragraph 1 hereof.

This Power of Attorney, being a power coupled with an interest, is made pursuant to a Trademark Collateral Assignment and Security Agreement between Client and Secured Party, of even date herewith (the "Security Agreement") and may not be revoked until indefeasible payment in full of all Client's "Obligations", as such term is defined in the Factoring Agreement and is subject to the terms and provisions thereof.

November 4, 2010

ADRIANNA PAPELL, L.L.C.

By: 

Title: COO

Trademark Security Agreement

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

As of this 4<sup>th</sup> day of November, 2010, before me personally came ADAM BERKMAN, to me known, who being duly sworn, did depose and say, that he is a CEO of ADRIANNA PAPELL, L.L.C., the limited liability company described herein and which executed the foregoing instrument; and that he signed his name thereto with the authorization of the members of said corporation.

*James J. Hagenberg*  
 \_\_\_\_\_  
 Notary Public

**JAMES J. HAGENBERG**  
 Notary Public, State of New York  
 No. 01HA4795811  
 Qualified in Nassau County  
 Certificate filed in New York County  
 Commission Expires February 28, 2014

Trademark Security Agreement