

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ABG-SLG, LLC		06/28/2013	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	KeyBank National Association		
Street Address:	127 Public Square		
City:	Cleveland		
State/Country:	OHIO		
Postal Code:	44114		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 49			
Property Type	Number	Word Mark	
Registration Number:	4039875		
Registration Number:	3845710	HAUTE FOOTURE	
Registration Number:	3913990	HIGH HEEL POWER	
Registration Number:	3925141	HIGH HEEL POWER	
Registration Number:	3952645	HIGH HEEL POWER	
Registration Number:	3004494		
Registration Number:	3456615	T	
Registration Number:	3890072	T	
Registration Number:	2366553	TARYN ROSE	
Registration Number:	3359233	TARYN ROSE	
Registration Number:	2917949	JUDITH LEIBER	
Registration Number:	3875919	JUDITH LEIBER	
Registration Number:	1569590	JUDITH LEIBER	
Registration Number:	1744543	JUDITH LEIBER	

TRADEMARK

Registration Number:	1755479	JUDITH LEIBER
Registration Number:	3698122	JUDITH LEIBER
Registration Number:	1329587	JUDITH LEIBER
Registration Number:	2183062	JUDITH LEIBER
Registration Number:	2172030	JUDITH LEIBER
Registration Number:	3729568	JUDITH LEIBER NEW YORK
Registration Number:	3935655	JUDITH LEIBER NIGHT
Registration Number:	3635984	LEIBER
Registration Number:	3729567	LEIBER NEW YORK
Registration Number:	4218251	OVERTURE JUDITH LEIBER
Registration Number:	1912150	ADRIENNE VITTADINI
Registration Number:	2668624	ADRIENNE VITTADINI
Registration Number:	2863739	ADRIENNE VITTADINI
Registration Number:	2676413	ADRIENNE VITTADINI
Registration Number:	2848383	ADRIENNE VITTADINI
Registration Number:	1736628	ADRIENNE VITTADINI
Registration Number:	1867672	ADRIENNE VITTADINI
Registration Number:	1731179	ADRIENNE VITTADINI
Registration Number:	1241274	ADRIENNE VITTADINI
Registration Number:	1601002	ADRIENNE VITTADINI
Registration Number:	1868907	ADRIENNE VITTADINI
Registration Number:	3220506	ADRIENNE VITTADINI CAPRI
Registration Number:	3186652	ADRIENNE VITTADINI PLATINO
Registration Number:	4013312	ADRIENNE VITTADINI STUDIO
Registration Number:	4046190	ADRIENNE VITTADINI STUDIO
Registration Number:	1988490	AV
Registration Number:	3561439	AV
Registration Number:	3337610	AV
Registration Number:	3725903	AV
Registration Number:	3981718	AV
Registration Number:	3342382	AV
Registration Number:	4231534	AV ADRIENNE VITTADINI
Registration Number:	4231533	AV
Registration Number:	3720165	VITTADINI
Registration Number:	3584875	VITTADINI

TRADEMARK

REEL: 005077 FRAME: 0180

Fax Number: 8322393600

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

Phone: 832-239-3828

Email: aliou@JonesDay.com, pcyingier@jonesday.com

Correspondent Name: H. Albert Liou

Address Line 1: 717 Texas Avenue, Suite 3300

Address Line 2: JONES DAY

Address Line 4: Houston, TEXAS 77002

ATTORNEY DOCKET NUMBER:

601755-185043-SLG/KEY

NAME OF SUBMITTER:

H. Albert Liou

Signature:

/H. Albert Liou/

Date:

07/25/2013

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT is entered into as of June 28, 2013 (this "Agreement"), between ABG-SLG, LLC, a Delaware limited liability company (together with its successors and assigns, the "Assignor"), and KeyBank National Association, as administrative agent (together with its successors and assigns in such capacity, the "Administrative Agent"), for the benefit of the Secured Creditors (as defined in the Security Agreement referred to below):

RECITALS:

The Assignor is a party to a Pledge and Security Agreement, dated as of June 28, 2013 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), among the Assignor, the other grantors named therein and the Administrative Agent, pursuant to which the Assignor has granted to the Administrative Agent, for the benefit of the Secured Creditors, a security interest in substantially all of its assets, whether now owned or existing or hereafter acquired or arising.

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor hereby covenants and agrees with the Administrative Agent and the other Secured Creditors as follows:

Section 1. Defined Terms. Terms used herein without definition shall have the respective meanings ascribed thereto in the Security Agreement.

Section 2. Assignment and Grant of Security Interest. As security for the prompt and complete payment and performance when due of all of the Secured Obligations, the Assignor hereby grants to the Administrative Agent, for the benefit of the Secured Creditors, a security interest in all right, title and interest of the Assignor in and to the following, whether now existing or hereafter acquired (collectively, the "Trademark Collateral"):

- (i) any U.S. trademark, trade name, corporate name, business name, domain name, trade style, trade dress, service mark, logo, source identifier, business identifier, or design of like nature now held or hereafter acquired by the Assignor, any registration or recording of the foregoing or any thereof, and any application in connection therewith, including, without limitation, any such registration, recording, or application in the United States Patent and Trademark Office or in any similar office or agency of the United States, or any State thereof (including, without limitation, those listed on Schedule A to this Agreement);
- (ii) all extensions and renewals of any of the foregoing;
- (iii) all rights to sue for past, present or future infringements of any of the foregoing;
- (iv) all good will of the business of the Assignor connected with and symbolized by any of the foregoing; and
- (v) all Proceeds of any and all of the foregoing.

Notwithstanding anything in this Section 2 to the contrary, the term Trademark Collateral shall not include any "intent-to-use" application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing and acceptance of a

“Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

Section 3. Reference to Separate Security Agreement. This Agreement has been entered into by the Assignor and the Administrative Agent primarily for recording purposes as contemplated by the Security Agreement. In the event of any inconsistency between any of the terms or provisions hereof and the terms and provisions of the Security Agreement, the terms and provisions of the Security Agreement shall govern.


Section 4. Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES.

Section 5. Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto on separate counterparts, including via facsimile transmission or other electronic transmission capable of authentication, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same agreement.

[Signatures Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered by their duly authorized officers as of the date first set forth above.

ABG-SLG, LLC

By: 

Name: Kevin Clarke

Title: Secretary, CFO & COO of ABG Intermediate Holdings 2 LLC, sole member of ABG-SLG, LLC

Accepted and acknowledged by:

KEYBANK NATIONAL ASSOCIATION,
as Administrative Agent

By: _____
Name:
Title:

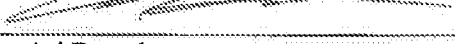
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered by their duly authorized officers as of the date first set forth above.

ABG-SLG, LLC

By: _____
Name: Kevin Clarke
Title: Secretary, CFO & COO of ABG
Intermediate Holdings 2 LLC,
sole member of ABG-SSLG,
LLC

Accepted and acknowledged by:

KEYBANK NATIONAL ASSOCIATION,
as Administrative Agent

By: _____
Name: Ari Deutchman
Title: Vice President

Schedule A
to Trademark Security Agreement

Trademark	Application No.	Application Date	Registration No.	Registration Date
(Device Only)	85233360	3-Feb-11	4039875	11-Oct-11
HAUTE FOOTURE	77485261	28-May-08	3845710	7-Sep-10
HIGH HEEL POWER	85065732	17-Jun-10	3913990	1-Feb-11
HIGH HEEL POWER	85065720	17-Jun-10	3925141	1-Mar-11
HIGH HEEL POWER	85065738	17-Jun-10	3952645	26-Apr-11
(Device Only)	78481281	9-Sep-04	3004494	4-Oct-05
T	77174484	7-May-07	3456615	1-Jul-08
T	85025367	28-Apr-10	3890072	14-Dec-10
TARYN ROSE	75831310	25-Oct-99	2366553	11-Jul-00
TARYN ROSE	77155704	12-Apr-07	3359233	25-Dec-07
JUDITH LEIBER	78149253	31-Jul-02	2917949	11-Jan-05
JUDITH LEIBER	77906975	7-Jan-10	3875919	16-Nov-10
JUDITH LEIBER	73797056	1-May-89	1569590	5-Dec-89
JUDITH LEIBER	74188633	26-Jul-91	1744543	5-Jan-93
JUDITH LEIBER	74294948	17-Jul-92	1755479	2-Mar-93
JUDITH LEIBER	77668947	12-Feb-09	3698122	20-Oct-09
JUDITH LEIBER	73470279	15-Mar-84	1329587	9-Apr-85
JUDITH LEIBER	75977344	9-May-96	2183062	18-Aug-98
JUDITH LEIBER	75977309	9-May-96	2172030	7-Jul-98
JUDITH LEIBER NEW YORK	77570069	15-Sep-08	3729568	22-Dec-09
JUDITH LEIBER NIGHT	77943495	24-Feb-10	3935655	22-Mar-11
LEIBER	77256216	15-Aug-07	3635984	9-Jun-09
LEIBER NEW YORK	77570046	15-Sep-08	3729567	22-Dec-09
OVERTURE JUDITH LEIBER	77982994	21-Jan-10	4218251	2-Oct-12
ADRIENNE VITTADINI	74507701	31-Mar-94	1912150	15-Aug-95
ADRIENNE VITTADINI	76331742	26-Oct-01	2668624	31-Dec-02
ADRIENNE VITTADINI	78206488	23-Jan-03	2863739	13-Jul-04
ADRIENNE VITTADINI	76181866	15-Dec-00	2676413	21-Jan-03
ADRIENNE VITTADINI	76392509	2-Apr-02	2848383	1-Jun-04
ADRIENNE VITTADINI	74233240	23-Dec-91	1736628	1-Dec-92
ADRIENNE VITTADINI	74371423	24-Mar-93	1867672	13-Dec-94

Trademark	Application No.	Application Date	Registration No.	Registration Date
ADRIENNE VITTADINI	74233241	23-Dec-91	1731179	10-Nov-92
ADRIENNE VITTADINI	73370887	21-Jun-82	1241274	7-Jun-83
ADRIENNE VITTADINI	73828912	2-Oct-89	1601002	12-Jun-90
ADRIENNE VITTADINI	74371422	24-Mar-93	1868907	20-Dec-94
ADRIENNE VITTADINI CAPRI	78369915	18-Feb-04	3220506	20-Mar-07
ADRIENNE VITTADINI PLATINO	78796798	23-Jan-06	3186652	19-Dec-06
ADRIENNE VITTADINI STUDIO	77982192	27-Oct-08	4013312	16-Aug-11
ADRIENNE VITTADINI STUDIO	77982584	27-Oct-08	4046190	25-Oct-11
AV	74706971	27-Jul-95	1988490	23-Jul-96
AV	76383377	18-Mar-02	3561439	13-Jan-09
AV	76441992	15-Aug-02	3337610	20-Nov-07
AV	76979019	18-Mar-02	3725903	15-Dec-09
AV	76382961	18-Mar-02	3981718	21-Jun-11
AV	76454421	23-Sep-02	3342382	27-Nov-07
AV ADRIENNE VITTADINI	85538591	9-Feb-12	4231534	23-Oct-12
AV	85538581	9-Feb-12	4231533	23-Oct-12
VITTADINI	78810407	8-Feb-06	3720165	1-Dec-09
VITTADINI	78980846	8-Feb-06	3584875	3-Mar-09