

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

<b>CONVEYING PARTY DATA</b>			
Name	Formerly	Execution Date	Entity Type
AS IP Holdings, Inc.		07/23/2013	CORPORATION: DELAWARE

<b>RECEIVING PARTY DATA</b>	
Name:	Salus Capital Partners, LLC
Street Address:	197 First Avenue
Internal Address:	Suite 250
City:	Needham
State/Country:	MASSACHUSETTS
Postal Code:	02494
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

<b>PROPERTY NUMBERS Total: 11</b>		
Property Type	Number	Word Mark
Registration Number:	3939361	ASHLEY SPORT
Registration Number:	4228244	AS
Registration Number:	4000101	DIVA DEALS
Registration Number:	3987515	THE AUTHORITY ON ALLTHINGS DIVA
Registration Number:	3987499	SIZES THAT COMPLIMENT EVERY CURVE
Registration Number:	3076982	ASHLEY STEWART
Registration Number:	3898317	A LUX
Registration Number:	3878373	ASHLEY SPORT
Registration Number:	2046868	ASHLEY STEWART
Registration Number:	2266303	GREAT WOMEN OF STYLE
Registration Number:	2747468	URBAN BRANDS

<b>CORRESPONDENCE DATA</b>	
Fax Number:	6172484000

OP \$290.00 3939361

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

Email: tmadmin@choate.com  
Correspondent Name: Elizabeth A. Walker  
Address Line 1: Two International Place  
Address Line 2: Choate Hall & Stewart LLP  
Address Line 4: Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER:	2010280-0024
NAME OF SUBMITTER:	Elizabeth A. Walker
Signature:	/Elizabeth A. Walker/
Date:	07/26/2013

**Total Attachments: 4**

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## GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS

July 23, 2013

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, AS IP Holdings, Inc., a Delaware corporation (the "Grantor"), hereby grants to Salus Capital Partners, LLC, having an office at 197 First Avenue, Suite 250, Needham, Massachusetts 02494, in its capacity as collateral agent for certain secured parties, as pledgee, assignee and secured party (in such capacities and together with any successors in such capacities, the "Collateral Agent"), a continuing security interest in and lien upon the following (except as such may be considered Excluded Property): (i) all of the Grantor's right, title and interest in, to and under the United States trademarks, service marks, trademark registrations, and service mark registrations set forth on Schedule A attached hereto (collectively, the "Marks"); (ii) all proceeds and products of the Marks; (iii) the goodwill of the businesses with which the Marks are associated; and (iv) all causes of action arising prior to or after the date hereof for infringement of any of the Marks or unfair competition regarding the same.

THIS GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS (this "Grant") has been granted in conjunction with the security interest granted to the Collateral Agent under the Security Agreement by and among, among others, the Grantor and Collateral Agent dated as of July 23, 2013 (as amended, modified, extended, restated, replaced, or supplemented from time to time, the "Security Agreement"). Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

This Grant is made to secure the satisfactory performance and payment of all the Secured Obligations of the Grantor. The rights and remedies of the Collateral Agent with respect to the security interest granted herein are as set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

This Grant shall terminate and the security interest in the Marks shall be released in accordance with the terms and provisions of the Security Agreement.

This Grant shall be governed by, and construed in accordance with, the laws of the State of New York, without giving effect to the conflicts of laws principles thereof, but including Section 5-1401 of the New York General Obligations Law.

[Signature Pages to Follow]

IN WITNESS WHEREOF, the Grantors and the Collateral Agent have caused this Grant of Security Interest in Trademarks to be duly executed and delivered by their duly authorized officers as of the date first above written.

GRANTOR:

**AS IP HOLDINGS, INC.**

By: 

Name: Cosmo LaForgia

Title: Chief Financial Officer

[Signature Page to Grant of Security Interest in Trademarks]

**TRADEMARK**  
**REEL: 005079 FRAME: 0462**

**SALUS CAPITAL PARTNERS, LLC,**  
as Collateral Agent

By:   
Name: Jonas D.L. McCray  
Title: Senior Vice President

[Signature Page to Grant of Security Interest in Trademarks]

**TRADEMARK**  
**REEL: 005079 FRAME: 0463**

**SCHEDULE A**

**United States Federal Trademarks**

<u>Mark</u>	<u>Record Owner</u>	<u>Registration Date or Application Date</u>	<u>Serial No. or Reg. No.</u>
BUTTERFLY BY ASHLEY STEWART	AS IP Holdings, Inc.	January 30, 2008	77383905
ASHLEY SPORT	AS IP Holdings, Inc.	February 4, 2010	3939361
ASHLEY STEWART	AS IP Holdings, Inc.	May 14, 2001	76257526
AS	AS IP Holdings, Inc.	February 29, 2012	4228244
DIVA DEALS	AS IP Holdings, Inc.	March 7, 2011	4000101
THE AUTHORITY ON ALL THINGS DIVA	AS IP Holdings, Inc.	January 19, 2011	3987515
SIZES THAT COMPLIMENT EVERY CURVE	AS IP Holdings, Inc.	November 24, 2010	3987499
ASHLEY STEWART	AS IP Holdings, Inc.	August 20, 2002	3076982
A LUX	AS IP Holdings, Inc.	March 12, 2010	3898317
ASHLEY SPORT	AS IP Holdings, Inc.	February 4, 2010	3878373
ASHLEY STEWART	AS IP Holdings, Inc.	October 25, 2001	76330074
ASHLEY STEWART	AS IP Holdings, Inc.	October 28, 1992	2046868
GREAT WOMEN OF STYLE	AS IP Holdings, Inc.	October 16, 1997	2266303
URBAN BRANDS	AS IP Holdings, Inc.	December 31, 1997	2747468