

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Luxury Brands Holdings, Inc.	FORMERLY Ross-Simons of Warwick, Inc.	07/30/2013	CORPORATION: RHODE ISLAND
RECEIVING PARTY DATA			
Name:	Ally Commercial Finance LLC		
Street Address:	1185 Avenue of the Americas		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10036		
Entity Type:	LIMITED LIABILITY COMPANY: UNITED STATES		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	85787862	CHOOSE BEAUTIFULLY	
Serial Number:	85563153	SIDNEY THOMAS	
Serial Number:	85401094	UGLIEST JEWELRY	
Serial Number:	85401087	UGLIEST RING	
CORRESPONDENCE DATA			
Fax Number:	6175747658		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	617-574-3518		
Email:	smordas@goulstonstorr.com		
Correspondent Name:	Stacey Mordas		
Address Line 1:	400 Atlantic Avenue		
Address Line 4:	Boston, MASSACHUSETTS 02110-3333		
NAME OF SUBMITTER:	Stacey Mordas		

OP \$115.00 85787862

Signature:	/s/ Stacey A. Mordas
Date:	08/01/2013
Total Attachments: 12 source=Ally-Luxury - Second Amendment to IP Security Agreement (7 30 13)#page1.tif source=Ally-Luxury - Second Amendment to IP Security Agreement (7 30 13)#page2.tif source=Ally-Luxury - Second Amendment to IP Security Agreement (7 30 13)#page3.tif source=Ally-Luxury - Second Amendment to IP Security Agreement (7 30 13)#page4.tif source=Ally-Luxury - Second Amendment to IP Security Agreement (7 30 13)#page5.tif source=Ally-Luxury - Second Amendment to IP Security Agreement (7 30 13)#page6.tif source=Ally-Luxury - Second Amendment to IP Security Agreement (7 30 13)#page7.tif source=Ally-Luxury - Second Amendment to IP Security Agreement (7 30 13)#page8.tif source=Ally-Luxury - Second Amendment to IP Security Agreement (7 30 13)#page9.tif source=Ally-Luxury - Second Amendment to IP Security Agreement (7 30 13)#page10.tif source=Ally-Luxury - Second Amendment to IP Security Agreement (7 30 13)#page11.tif source=Ally-Luxury - Second Amendment to IP Security Agreement (7 30 13)#page12.tif	

SECOND AMENDMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

This SECOND AMENDMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement") dated as of July 30, 2013 by and between ALLY COMMERCIAL FINANCE LLC (formerly known as GMAC Commercial Finance LLC), as Arranger, Collateral Agent and Administrative Agent for the Lenders party to the A&R Loan Agreement (as defined below) (in such capacity, the "Agent") and LUXURY BRAND HOLDINGS, INC. (formerly known as Ross-Simons of Warwick, Inc.), a Rhode Island corporation (the "Grantor"), amends that certain Intellectual Property Security Agreement between Agent and Grantor dated as of March 4, 2005 (as previously amended, the "IP Security Agreement"). Capitalized terms used herein and not defined herein shall have the meanings assigned to such terms in the A&R Loan Agreement.

WHEREAS, Agent and Grantor are party to that certain Amended and Restated Loan and Security Agreement dated as of July 5, 2011 (as amended, the "A&R Loan Agreement") amending and restating that certain Loan and Security Agreement dated as of March 4, 2005 as amended by the First Amendment to Loan and Security Agreement dated as of April 5, 2005, the Second Amendment to Loan and Security Agreement dated as of April 1, 2007, the Third Amendment to Loan and Security Agreement dated as of September 1, 2007, the Fourth Amendment to Loan and Security Agreement dated as of January 25, 2008, the Waiver and Fifth Amendment to Loan and Security Agreement dated as of January 31, 2009, the Waiver and Sixth Amendment to Loan and Security Agreement dated as of June 6, 2009, the Seventh Amendment to Loan and Security Agreement dated as of April 7, 2010, the Eighth Amendment to Loan and Security Agreement dated as of June 25, 2010, the letter amendment dated as of February 22, 2011 and as otherwise amended through the date hereof between Grantor, Agent and the Lenders party thereto;

WHEREAS, Agent and Grantor entered into the IP Security Agreement as of March 4, 2005; and

WHEREAS, Grantor and Agent have previously amended the IP Security Agreement pursuant to that certain First Amendment to Intellectual Property Security Agreement dated as of July 5, 2011;

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the Borrower and Agent hereby stipulate, covenant and agree as follows:

1. **Amendment. EXHIBIT C** to the IP Security Agreement is hereby deleted in its entirety and replaced with the new Exhibit C attached hereto as ANNEX 1.
2. **Third Assignment of Marks.** The Grantor has executed in blank and delivered to the Agent an assignment of federally registered trademarks in substantially the same form of ANNEX 2 hereto (the "Third Assignment of Marks").

3. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of New York.
4. **Counterparts.** Delivery of an executed counterpart of this Agreement by telefacsimile or email shall be equally as effective as delivery of an original executed counterpart of this Agreement. Any party delivering an executed counterpart of this Agreement by telefacsimile or email also shall deliver an original executed counterpart of this Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Agreement.

[Signature Page to Follow]

IN WITNESS WHEREOF, the Grantor and the Agent respectively have caused this Amendment to be executed by their respective duly authorized officers as of the date first above written.

GRANTOR:

LUXURY BRAND HOLDINGS, INC.

By: 

Name: Robert J. Simone

Title: Chief Operating Officer

AGENT:

ALLY COMMERCIAL FINANCE LLC

By: _____

Name:

Title:

[Signature Page to Second Amendment to Intellectual Property Security Agreement]

TRADEMARK
REEL: 005083 FRAME: 0348

IN WITNESS WHEREOF, the Grantor and the Agent respectively have caused this Amendment to be executed by their respective duly authorized officers as of the date first above written.

GRANTOR:

LUXURY BRAND HOLDINGS, INC.

By: _____

Name: Robert J. Simone

Title: Chief Operating Officer

AGENT:

ALLY COMMERCIAL FINANCE LLC

By: _____

Name: John Butt


Title: Senior Managing Director

ANNEX 1:

EXHIBIT C

Trademarks

Registered or pending:

Country	Mark	App. No. (Filing Date)	Reg. No. (Reg. Date)
USA	AMERICAN BEAUTY	77/828,852 (9/17/09)	3,975,250 (6/7/11)
	ANDIAMO	85/025,620 (4/28/10)	3,930,106 (3/8/11)
	BY HEART	77/469,309 (5/8/08)	3,706,248 (11/3/09)
	CELEBRATE	77/711,274 (4/10/09)	3,800,755 (6/8/10)
	CHOOSE BEAUTIFULLY	85/787,862 (11/27/12)	Not yet registered
	CIRCLE OF ETERNITY	78/860,613 (4/13/06)	3,451,165 (6/17/08)
	GOLD RUSH	74/270,693 (4/29/92)	1,773,890 (5/25/93)
	HAMPTON BEACH	77/469,318 (5/8/08)	3,677,475 (9/1/09)
		77/813,823 (8/27/09)	3,777,355 (4/20/10)
	RODEO	77/469,300 (5/8/08)	4,222,105 (10/9/12)
	ROSS-SIMONS	73/482,509 (5/29/84)	1,317,429 (1/29/85)

	ROSS-SIMONS	76/586,058 (4/7/04)	3,019,208 (11/29/05)
	ROSS-SIMONS.COM	76/586,059 (4/7/04)	3,019,209 (11/29/05)
	RSVP	78/832,983 (3/9/06)	3,482,314 (8/5/08)
	SIDNEY THOMAS	85/563,153 (3/7/12)	Not yet registered
	ST. JAMES	76/562,361 (12/1/03)	3,029,834 (12/13/05)
	UGLIEST JEWELRY	85/401,094 (8/18/2011)	Not yet registered
	UGLIEST RING	85/401,087 (8/18/2011)	Not yet registered
	VIA	78/806,682 (2/3/06)	3,613,930 (4/28/09)
Australia	SIDNEY THOMAS	85/563,153 (3/7/12)	Not yet registered
Canada	ROSS-SIMONS	1212469 (4/6/04)	TMA666039 (6/14/06)
	SIDNEY THOMAS	1584424 (7/3/12)	Not yet registered
Mexico	ROSS-SIMONS	651238 (4/7/04)	838623 (6/18/04)
	ROSS-SIMONS	651239 (4/7/04)	838624 (6/18/04)
European Union	ROSS-SIMONS	3737103 (4/6/04)	3737103 (4/6/04)

	ROSS-SIMONS	9228611 (7/7/10)	9228611 (12/22/10)
	SIDNEY THOMAS	11010246 (7/3/12)	11010246 (12/4/12)
Japan	ROSS-SIMONS	H07-051959 (5/25/95)	4053482 (9/5/97)
	ROSS-SIMONS	H07-051960 (5/25/95)	4073864 (10/24/97)

Trademarks (cont.)

Unregistered:

ROSS-SIMONS OUTLET STORE

LIFE'S LUXURIES FOR A LOT LESS

RS Logo

RS-DIAMONDS

ANNEX 2

ASSIGNMENT OF TRADEMARKS AND SERVICE MARKS (U.S.)

WHEREAS, Luxury Brand Holdings, Inc. (formerly known as Ross-Simons of Warwick, Inc.), a Rhode Island corporation organized and existing under the laws of the State of Rhode Island, having a principal place of business and its chief executive offices at 9 Ross-Simons Drive, Cranston, RI 02920 (the "Assignor"), has adopted and used and is using the trademarks and service marks (the "Marks") identified on Schedule 1 hereto, and is the owner of the registrations of and pending registration applications for such Marks in the United States Patent and Trademark Office identified on such Schedule 1; and

WHEREAS, Ally Commercial Finance LLC, a Delaware limited liability company with offices at 1185 Avenue of the Americas, 3rd Floor, New York, NY 10036 (the "Assignee"), is desirous of acquiring the Marks and the registrations thereof and registration applications therefor;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Assignor does hereby assign, sell and transfer unto the Assignee all right, title and interest in and to the Marks, together with (a) the registrations of and registration applications for the Marks, (b) the goodwill of the business symbolized by and associated with the Marks and the registrations thereof, and (c) the right to sue and recover for, and the right to profits or damages due or accrued arising out of or in connection with, any and all past, present or future infringements or dilution of or damage or injury to the Marks or the registrations thereof or such associated goodwill.

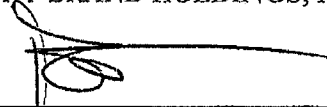
This Assignment of Trademarks and Service Marks (U.S.) is intended to and shall take effect as a sealed instrument at such time as the Assignee shall complete this instrument by inserting its name in the second paragraph above and signing its acceptance of this Assignment of Trademarks and Service Marks (U.S.) below.

[Signature Page to Follow]

IN WITNESS WHEREOF, the Assignor, by its duly authorized officer, has executed this assignment, as an instrument under seal, on this ____ day of _____, _____.

ASSIGNOR:

LUXURY BRAND HOLDINGS, INC.

By:  _____

Name: Robert J. Simone

Title: Chief Operating Officer

The foregoing assignment of the Marks and the registrations thereof and registration applications therefor by the Assignor to the Assignee is hereby accepted as of this ____ day of _____, _____.

ASSIGNEE:

ALLY COMMERCIAL FINANCE LLC

By: _____

Name:

Title:

ANNEX

Trademarks and Service Marks

Registered or pending:

Country	Mark	App. No. (Filing Date)	Reg. No. (Reg. Date)
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