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
LEG AVENUE, INC.		08/13/2013	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	CATHAY BANK	
Street Address:	9650 FLAIR DRIVE, 2nd FLOOR	
City:	EL MONTE	
State/Country:	CALIFORNIA	
Postal Code:	91731	
Entity Type:	CORPORATION: CALIFORNIA	

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	3200662	SEXY MANNEQUIN
Registration Number:	3343763	LEG AVENUE
Registration Number:	3561192	SKINNY DIP
Registration Number:	3567790	SKINNY DIP SWIMWEAR
Registration Number:	3901177	ENCHANTED COSTUMES
Registration Number:	3688870	INDUSTRIAL NET
Registration Number:	3700286	ENCHANTED COSTUMES BY LEG AVENUE
Registration Number:	3700295	ENCHANTED COSTUMES BY LEG AVENUE
Registration Number:	4032046	WONDERLAND COSTUMES
Registration Number:	1354278	SKINNY DIP HAWAII
Registration Number:	4050916	ADVENTURELAND COSTUMES

CORRESPONDENCE DATA

Fax Number: 3236512577

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent to the e-mail address first; if that is unsuccessful, it will be sent to the e-mail address first; if that is unsuccessful, it will be sent to the e-mail address first; if that is unsuccessful, it will be sent to the e-mail address first; if that is unsuccessful, it will be sent to the e-mail address first; if that is unsuccessful, it will be sent to the e-mail address first; if that is unsuccessful, it will be sent to the e-mail address first; if that is unsuccessful, it will be sent to the e-mail address first; if that is unsuccessful, it will be sent to the e-mail address first; if that is unsuccessful, it will be sent to the e-mail address first; if that is unsuccessful, it will be sent to the e-mail address first; if that is unsuccessful, it will be sent to the e-mail address first; if that is unsuccessful, it will be sent to the e-mail address first; if that is unsuccessful, it will be sent to the e-mail address first; if that is unsuccessful, it will be sent to the e-mail address first to the e-mail ad

900263913 REEL: 005093 FRAME: 0443

via US Mail.

Phone: 323-852-1000

Email: ptrendacosta@frandzel.com

Correspondent Name: Patricia Trendacosta

Address Line 1: 6500 Wilshire Boulevard, 17th Floor
Address Line 4: Los Angeles, CALIFORNIA 90048-4920

NAME OF SUBMITTER: PATRICIA TRENDACOSTA	
Signature:	/PATRICIA TRENDACOSTA/
Date:	08/19/2013

Total Attachments: 11

source=TRADEMARK PATENT COPYRIGHT AND LICENSE SECURITY AGREEMENT#page1.tif source=TRADEMARK PATENT COPYRIGHT AND LICENSE SECURITY AGREEMENT#page2.tif source=TRADEMARK PATENT COPYRIGHT AND LICENSE SECURITY AGREEMENT#page3.tif source=TRADEMARK PATENT COPYRIGHT AND LICENSE SECURITY AGREEMENT#page4.tif source=TRADEMARK PATENT COPYRIGHT AND LICENSE SECURITY AGREEMENT#page5.tif source=TRADEMARK PATENT COPYRIGHT AND LICENSE SECURITY AGREEMENT#page6.tif source=TRADEMARK PATENT COPYRIGHT AND LICENSE SECURITY AGREEMENT#page7.tif source=TRADEMARK PATENT COPYRIGHT AND LICENSE SECURITY AGREEMENT#page8.tif source=TRADEMARK PATENT COPYRIGHT AND LICENSE SECURITY AGREEMENT#page9.tif source=TRADEMARK PATENT COPYRIGHT AND LICENSE SECURITY AGREEMENT#page10.tif source=TRADEMARK PATENT COPYRIGHT AND LICENSE SECURITY AGREEMENT#page11.tif

RECORDING REQUESTED BY:

CATHAY BANK 9650 Flair Drive, 2nd Floor El Monte, CA 91731 Attn: Susan Yang

TRADEMARK, PATENT, COPYRIGHT AND LICENSE SECURITY AGREEMENT

THIS TRADEMARK, PATENT, COPYRIGHT AND LICENSE SECURITY AGREEMENT ("<u>Agreement</u>") dated as of August <u>8</u>, 2013, is made by LEG AVENUE, INC., a California corporation (the "<u>Grantor</u>"), having its principal place of business at 19601 E. Walnut Drive South, City of Industry, CA 91748, in favor of CATHAY BANK, a California banking corporation (the "<u>Grantee</u>"), located at 9650 Flair Drive, 2nd Floor, El Monte, CA 91731.

RECITALS:

- A. Grantor is obligated to Grantee pursuant to certain loan documents, as amended from time to time (collectively, "Loan Documents") executed by Grantor in favor of Grantee, as more particularly described in that certain Change in Terms Agreement dated July 29, 2013 ("Modification"), executed by and among Grantor and Grantee, and others, pursuant to which this Agreement is being executed by Grantor. All capitalized terms used by not defined herein shall have the meanings ascribed to them in the Forbearance.
- B. The obligations of Grantor to Grantee are secured by all of Grantor's right, title and interest in assets as provided under that certain Commercial Security Agreement dated as of July 21, 2010, executed by Grantor to and in favor of Grantee.
- C. Grantor has agreed, <u>inter alia</u>, to reaffirm and to grant Grantee a security interest in certain general intangibles including the Intellectual Property Collateral (hereinafter defined).
- NOW, THEREFORE, in consideration of the premises and the mutual covenants hereinafter contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:
- 1. <u>Defined Terms</u>. The following terms have the following meanings (such meanings being equally applicable to both the singular and plural forms of the terms defined):
- "Agreement" means this Trademark, Patent, Copyright and License Security Agreement, as the same may from time to time be amended, modified or supplemented.
- "Copyrights" means copyrights, rights in any work of authorship whether published or unpublished and whether registered or unregistered, all copyright registrations and applications therefor and any and all (i) renewals and extensions thereof, (ii) income, royalties, damages and payments now and hereafter due or payable or both with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (iii) rights to sue for past, present and future infringements thereof, and (iv) rights corresponding thereto throughout the world.

"Intellectual Property Collateral" has the meaning assigned to such term in Section 2 of this Agreement.

"Licenses" means license agreements granting Grantor any interest in intellectual property and any and all (i) renewals, extensions, supplements and continuations thereof, (ii) income, royalties, damages and payments now and hereafter due or payable to Grantor with respect thereto, including, without limitation, damages and payments for past or future violations or infringements thereof and (iii) rights to sue for past, present and future violations or infringements thereof.

"Patents" means patents registered in the United States or elsewhere, applications therefor and any and all (i) renewals thereof, (ii) income, royalties, damages and payments now or hereafter due or payable or both with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (iii) rights to sue for past, present, or future infringements thereof, and (iv) rights corresponding thereto throughout the world.

"Trademarks" means trademarks (including service marks, trade names, and domain names, whether registered or at common law), registrations and applications therefor and any and all (i) renewals thereof, (ii) income, royalties, damages and payments now and hereafter due or payable or both with respect thereto including, without limitation, damages and payments for past or future infringements thereof, (iii) rights to sue for past, present and future infringements thereof, and (iv) rights corresponding thereto throughout the world.

The words "herein," "hereof" and "hereunder" and other words of similar import refer to this Agreement as a whole, including the Exhibits and Schedules hereto, and not to any particular section, subsection or clause contained in this Agreement.

- 2. <u>Grant of Security Interest in Intellectual Property.</u> In order to secure the complete and due and punctual payment of all of the obligations of Grantor to Grantee, Grantor hereby grants and conveys to the Grantee as collateral security, a continuing security interest in all of Grantor's entire right, title and interest in and to intellectual property rights now owned or existing and hereafter acquired or arising in the following assets (all of which being hereinafter referred to as the "Intellectual Property Collateral"):
- (i) all Trademarks of Grantor including, without limitation, the Trademarks listed on Schedule A hereto:
- (ii) all Copyrights of the Grantor including, without limitation, the Copyrights listed on Schedule B hereto;
- (iii) all Licenses of Grantor including, without limitation, the Licenses listed on Schedule C hereto; and
- (iv) the entire goodwill of Grantor's business connected with the use of and symbolized by the Trademarks; and
- (v) all Patents of the Grantor including, without limitation, the patents listed on Schedule D hereto;

provided, however, that nothing hereunder constitutes or shall be deemed to constitute the grant of a security interest in favor of the Grantee with respect to any Intellectual Property Collateral to the extent prohibited by applicable law.

- 3. Representations and Warranties; New Intellectual Property. (a) Grantor represents and warrants that it has the full right and power to grant the security interests provided for in this Agreement (subject to the exceptions contained herein) in the Trademarks, Patents, Copyrights and Licenses made hereby; that it has made no previous assignment, transfer or agreements in conflict herewith or constituting an assignment of, a transfer of or an encumbrance on any of the Trademarks, Copyrights, Patents and Licenses. Grantor further represents and warrants that (i) Schedules A, B, C and D, respectively, list all Trademarks, federally registered Copyrights, Licenses, and Patents owned or used by Grantor and/or which are material to any portion of its business or any of Grantor's subsidiaries or affiliates, (ii) the Intellectual Property Collateral does not infringe upon any rights owned or possessed by any entity not a party to this Agreement and, (iii) that it has delivered copies of all Licenses owned or used by Grantor or any of Grantor's subsidiaries or affiliates. Grantor further represents that it does not own or utilize any trade secrets in connection with the operation of its business.
- (b) In the event, prior to the time the obligations of Grantor to the Grantee have been indefeasibly paid in full, Grantor shall (i) obtain any rights to or interests in any new inventions, whether or not patentable, or trademarks, trade names, domain names, service marks, and applications therefor, or licenses, or (ii) become entitled to the benefit of any trademark application, trademark, trademark registration or license renewal, the provisions of this Agreement shall automatically apply thereto and anything enumerated in clauses (i) or (ii) shall constitute Intellectual Property Collateral. Grantor shall give to the Grantee prompt written notice thereof. Grantor agrees, promptly following the written request by the Grantee, to amend this Agreement by amending any or all of Schedules A, B, C and D, as applicable, to include any such future trademarks, trademark registrations, trademark applications, trade names, domain names, service marks, trade secrets, patents, syndication rights, franchises and licenses which would be Intellectual Property Collateral.

4. Rights and Remedies; Application of Monies.

- (a) Upon the occurrence and during the continuation of a default of any or all of Grantor's obligations to the Grantee, the Grantee may, to the fullest extent permitted by applicable law and without advertisement, hearing or process of law of any kind, (i) exercise any and all rights as beneficial and legal owner of the Intellectual Property Collateral, including, without limitation, any and all consensual rights and powers with respect to the Intellectual Property Collateral and (ii) sell or assign or grant a license or franchise to use, or cause to be sold or assigned or grant a license or franchise to use any or all of the Intellectual Property Collateral, in each case, free of all rights and claims of Grantor therein and thereto. Upon the occurrence and during the continuation of a default of any or all of Grantor's obligations to the Grantee, the Grantee may (i) sell or assign the Intellectual Property Collateral, or any part thereof, for cash or upon credit as the Grantee may deem appropriate or (ii) grant licenses or franchises or both to use the Intellectual Property Collateral on such terms and conditions that the Grantee shall determine. In connection therewith, the Grantee shall have the right to impose such limitations and restrictions on the sale or assignment of the Intellectual Property Collateral as the Grantee may deem to be necessary or appropriate to comply with any law, rule or regulation (federal, state or local) having applicability to any such sale and requirements for any necessary governmental approvals.
- (b) Except as provided in this Section 4, Grantor hereby expressly waives, to the fullest extent permitted by applicable law, any and all notices, advertisements, hearings or process of law in connection with the exercise by the Grantee of any of its rights and remedies hereunder. The Grantee shall not be liable to any person for any incorrect or improper payment made pursuant to this Section 4, in the absence of willful misconduct.
- (c) Notwithstanding any provisions of this Agreement to the contrary, if, after giving effect to any sale, transfer, assignment or other disposition of any or all of the Intellectual Property Collateral pursuant hereto and after the application of the proceeds hereunder to the obligations of Grantor to the Grantee,

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any said obligations remain unpaid or unsatisfied, Grantor shall remain liable for the unpaid and unsatisfied amount of such remaining obligations.

- (d) This Agreement is made to provide for and secure repayment of the obligations of Grantor to the Grantee.
- or granted hereby or thereby, shall terminate when the later of the following shall have occurred: (a) the date that all of the obligations of Grantor to the Grantee shall have been fully and indefeasibly paid and satisfied and (b) the date as of which the last of the commitments and related documents and instruments have terminated with respect to the Loan Documents. After such termination, the Grantee (without recourse upon, or any warranty whatsoever by, the Grantee), shall execute and deliver to Grantor for filing in each office in which any security agreement, notice or other filing, or any part thereof, shall have been filed, an instrument releasing the Grantee's security interest in the Intellectual Property Collateral, and such other documents and instruments to terminate any security interest of the Grantee granted hereby as the Grantor may reasonably request, all without recourse upon, or warranty whatsoever by, the Grantee (except that the same shall be free and clear of any claims, liens or encumbrances created by or in respect of the Grantee) and all at the cost and expense of Grantor.
- 6. <u>Use and Protection of Intellectual Property Collateral</u>. Notwithstanding anything to the contrary contained herein, unless an Event of Default has occurred and is continuing, Grantor may continue to exploit, license, franchise, use, enjoy and protect (whether in the United States of America or any foreign jurisdiction) the Intellectual Property Collateral in the ordinary course of business and the Grantee shall from time to time execute and deliver, upon written request of Grantor and at Grantor's sole cost and expense, any and all instruments, certificates or other documents, in the form so requested, necessary or appropriate in the judgment of Grantor to enable Grantor to do so.
- 7. <u>Duties of Grantor</u>. Grantor shall have the duty to preserve and maintain all rights in the Intellectual Property Collateral in respect of which a failure to be able to continue to use the same would have a material adverse effect on the ownership, operation or maintenance of its business and operations, in a manner substantially consistent with its present practices and shall take all action reasonably requested by the Grantee to register, record and/or perfect the Grantee's right hereunder.
- 8. The Grantee's Right to Sue. Whenever Grantor shall have defaulted in any or all of its obligations to the Grantee, the Grantee shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Trademarks, Copyrights, Patents and Licenses, and, if the Grantee shall commence any such suit, Grantor shall, at the request of the Grantee, do any and all lawful acts and execute any and all lawful documents required by the Grantee in aid of such enforcement.
- 9. <u>No Waiver; Cumulative Remedies</u>. No failure on the part of the Grantee to exercise, and no delay on the part of the Grantee in exercising, any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or remedy by the Grantee preclude any other or further exercise thereof or the exercise of any other right, power or remedy. All remedies hereunder are cumulative and are not exclusive of any other remedies that may be available to the Grantee whether at law, in equity or otherwise.
- 10. <u>Notices, etc.</u> All notices or other communications hereunder shall be given to the Grantee as follows:

Cathay Bank 9650 Flair Drive, 2nd Floor El Monte, CA 91731 Attn: Susan Yang

Notices to the Grantor should be addressed to:

Leg Avenue, Inc.
19601 E. Walnut Drive South
City of Industry, CA 91748
Attention: __Mr. Mike Tsai_____

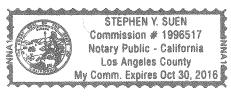
- 11. Expenses of Collection. Grantor hereby agrees to pay all expenses of the Grantee, including attorneys' fees, incurred with respect to the collection of any of the Intellectual Property Collateral and the enforcement of the rights of the Grantee hereunder which expenses together with interest thereon at the rate provided in the Loan Documents shall constitute obligations of Grantor to the Grantee thereunder and, therefore, secured hereby.
- 12. <u>Attorney-in-Fact</u>. Grantor hereby irrevocably constitutes and appoints the Grantee and any officer or agent thereof, with full power of substitution, as Grantor's true and lawful attorney-in-fact, for the purpose of taking such action and executing agreements, instruments and other documents, in the name of Grantor or otherwise, not inconsistent with the express provisions of this Agreement, as the Grantee may deem necessary or advisable to accomplish the purposes hereof, which appointment is an agency coupled with an interest and is irrevocable until payment in full of all obligations of Grantor to the Grantee.

The Grantee agrees that except upon the occurrence and during the continuation of an Event of Default, it will forbear from exercising the power of attorney or any rights granted to the Grantee pursuant to this Section 12.

- be governed by and construed in accordance with the laws of the State of California, without regard to principles of conflicts of law. This Agreement shall be binding upon Grantor and the Grantee and their respective successors and assigns and shall inure to the benefit of Grantor and the Grantee, and their respective successors and assigns; provided, however, that Grantor may not assign its rights or obligations hereunder or in connection herewith or any interest herein (voluntarily, by operation of law or otherwise) without the prior written consent of the Grantee. No other person (including, without limitation, any other creditor of Grantor) shall have any interest herein or any right or benefit with respect hereto and this Agreement shall not be construed so as to confer any right or benefit upon any person other than the parties to this Agreement and each of their respective successors and assigns.
- 14. <u>Further Indemnification</u>. Grantor agrees to pay, and save the Grantee harmless from, any and all liabilities with respect to, or resulting from any delay in paying (other than a delay caused by the willful misconduct of the Grantee), any and all excise, sales or other similar taxes which may be payable with respect to the Intellectual Property Collateral or in connection with any of the transactions contemplated by this Agreement.
- 15. <u>Severability of Provisions</u>. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provision in any other jurisdiction.

WITNESS my hand and official seal.

Notary Publig



SCHEDULE A

to the

Trademark, Patent, Copyright and License Security Agreement

<u>Trademarks</u>

No.	Mark	Registration No.	Registration Date	Country
1	Sexy Mannequin	3200662	1/23/2007	United States
2	Leg Avenue (design)	3343763	11/27/2007	United States
3	Skinny Dip	3561192	1/13/2009	United States
4	Skinny Dip (design)	3567790	1/27/2009	United States
5	Enchanted Costumes	3901177	1/4/2011	United States
6	Industrial Net	3688870	9/29/2009	United States
7	Enchanted Costumes by Leg Avenue	3700286	10/20/2009	United States
8	Enchanted Costumes by Leg Avenue (design)	3700295	10/20/2009	United States
9	Wonderland Costumes	4032046	9/27/2011	United States
10	Skinny Dip Hawaii	1354278	8/13/1985	United States
11	Verrano Lingerie	77904445	1/4/2010	United States
12	Adventureland Costumes	4050916	11/1/2011	United States

SCHEDULE B

to the

Trademark, Patent, Copyright and License Security Agreement

Copyrights

1. Beaded Pirate Skull Bikini Set 10.24.02 VA1172915 2. Forget Me Not Sequin 10.24.02 VA1172914 3. Hibiscus Sequin 10.24.02 VA1172916 4. Sequin Butterfly Top 10.24.02 VA1172916 5. Sequin Butterfly Thong 10.24.02 VA1569088 6. Sequin Butterfly Thong 10.24.02 VA1201698 7. Holiday Catalog 2002 2.24.03 VA1177097 8. Leg Avenue Flustler holiday catalog 10.17.03 TX5802284 9. Hustler Lingeric catalog 2003 10.17.03 TX5802285 10. Hustler Lingeric catalog 2004 4.16.04 TX5910023 11. Hustler Lingeric catalog 2005 11.14.05 TX6313133 12. Leg Avenue catalog 2003 5.15.03 TX5452508 13. Leg Avenue catalog 2003 10.15.03 TX6662365 14. Leg Avenue catalog 2004 4.16.04 TX5910024 15. Leg Avenue catalog 2005 3.28.05 TX6132970 17.		Title	Submit Date	Reg. Date	Reg. Number
3. Hibiscus Sequin 10.24.02 VA1172913 4. Sequin Cat Top 10.24.02 VA1172916 5. Sequin Butterfly Top 10.24.02 VA1056088 6. Sequin Butterfly Thong 10.24.02 VA1201698 7. Holiday Catalog 2002 2.24.03 VA1177097 8. Leg Avenue Hustler holiday catalog 10.17.03 TX5802284 10. Hustler Lingerie catalog 2003 10.17.03 TX5802285 10. Hustler Lingerie catalog 2004 4.16.04 TX5910023 11. Hustler Lingerie catalog 2005 11.14.05 TX6313133 12. Leg Avenue catalog 2003 5.15.03 TX5452508 13. Leg Avenue catalog 2003 10.15.03 TX6062365 14. Leg Avenue catalog 2004 4.16.04 TX5910024 15. Leg Avenue catalog 2005 4.19.05 TX6178148 16. Spring catalog 2005 3.28.05 TX61833297 17. Leg Avenue Catalog 2005 1.13.05 TX61869768 18. Ho	1.	Beaded Pirate Skull Bikini Set		10.24.02	VA1172915
4. Sequin Butterfly Top 10.24.02 VA1172916 5. Sequin Butterfly Top 10.24.02 VA1569088 6. Sequin Butterfly Thong 10.24.02 VA1201698 7. Holiday Catalog 2002 2.24.03 VA1177097 8. Leg Avenue Hustler holiday catalog 10.17.03 TX5802284 9. Hustler Lingeric catalog 2003 10.17.03 TX5802285 10. Hustler Lingeric catalog 2005 11.14.05 TX6313133 12. Leg Avenue catalog 2003 10.15.03 TX5452508 13. Leg Avenue catalog 2003 10.15.03 TX6062365 14. Leg Avenue catalog 2004 4.16.04 TX5910024 15. Leg Avenue catalog 2005 4.19.05 TX6178148 16. Spring catalog 2005 3.28.05 TX6178148 16. Spring catalog 2005 3.28.05 TX6189768 18. Holiday catalog 2005 1.13.05 TX6106260 19. Leg Avenue Challog 2005 1.13.05 TX6106259 20. Hol	2.	Forget Me Not Sequin		10.24.02	VA1172914
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6. Sequin Butterfly Thong 10.24.02 VA1201698 7. Holiday Catalog 2002 2.24.03 VA1177097 8. Leg Avenue Hustler holiday catalog 10.17.03 TX5802284 9. Hustler Lingeric catalog 2003 10.17.03 TX5802285 10. Hustler Lingeric catalog 2004 4.16.04 TX5910023 11. Hustler Lingeric catalog 2005 11.14.05 TX6313133 12. Leg Avenue catalog 2003 5.15.03 TX5452508 13. Leg Avenue catalog 2003 10.15.03 TX6062365 14. Leg Avenue catalog 2004 4.16.04 TX5910024 15. Leg Avenue catalog 2005 4.19.05 TX6178148 16. Spring catalog 2005 3.28.05 TX6332970 17. Leg Avenue 2005 catalog 5.10.05 TX6187848 18. Holiday catalog 2005 1.13.05 TX6106260 19. Leg Avenue Hustler catalog boliday 2005 1.13.05 TX6106259 20. Holiday 2006 catalog 11.14.05 TX6266107	4.	Sequin Cat Top		10.24.02	VA1172916
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8. Leg Avenue Hustler holiday catalog 10.17.03 TX5802284 9. Hustler Lingerie catalog 2003 10.17.03 TX5802285 10. Hustler Lingerie catalog 2004 4.16.04 TX5910023 11. Hustler Lingerie catalog 2005 11.14.05 TX6313133 12. Leg Avenue catalog 2003 5.15.03 TX5452508 13. Leg Avenue catalog 2004 4.16.04 TX5910024 15. Leg Avenue catalog 2005 4.19.05 TX6178148 16. Spring catalog 2005 3.28.05 TX61871848 16. Spring catalog 2005 3.28.05 TX6189768 18. Holiday catalog 2005 1.13.05 TX6106260 19. Leg Avenue Hustler catalog holiday 2005 1.13.05 TX6106260 20. Holiday 2006 catalog 11.14.05 TX6266107 21. Leg Avenue Costume Catalog 2006 6.23.08 6.23.08 VA1728221 22. Leg Avenue Costume Catalog 2006 6.30.08 7.9.08 VA1646387 23. Leg Avenue Costume Catalog 2006	6.	Sequin Butterfly Thong		10.24.02	VA1201698
9. Hustler Lingerie catalog 2003 10.17.03 TX5802285 10. Hustler Lingerie catalog 2004 4.16.04 TX5910023 11. Hustler Lingerie catalog 2005 11.14.05 TX6313133 12. Leg Avenue catalog 2003 5.15.03 TX5452508 13. Leg Avenue catalog 2003 10.15.03 TX6062365 14. Leg Avenue catalog 2004 4.16.04 TX5910024 15. Leg Avenue catalog 2005 4.19.05 TX6178148 16. Spring catalog 2005 3.28.05 TX6178148 16. Spring catalog 2005 5.10.05 TX6189768 17. Leg Avenue 2005 catalog 5.10.05 TX61889768 18. Holiday catalog 2005 1.13.05 TX6106260 19. Leg Avenue Hustler catalog holiday 2005 1.13.05 TX6106259 20. Holiday 2006 catalog 11.14.05 TX6266107 21. Leg Avenue Costume Catalog 2006 6.23.08 7.9.08 VA1646387 23. Leg Avenue Christmas Catalog 2006 6.30.08 7.8.08 </td <td>7.</td> <td></td> <td></td> <td>2.24.03</td> <td>VA1177097</td>	7.			2.24.03	VA1177097
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12. Leg Avenue catalog 2003 5.15.03 TX5452508 13. Leg Avenue catalog 2003 10.15.03 TX6062365 14. Leg Avenue catalog 2004 4.16.04 TX5910024 15. Leg Avenue catalog 2005 4.19.05 TX618148 16. Spring catalog 2005 3.28.05 TX6332970 17. Leg Avenue 2005 catalog 5.10.05 TX6189768 18. Holiday catalog 2005 1.13.05 TX6106260 19. Leg Avenue Hustler catalog holiday 2005 1.13.05 TX6106259 20. Holiday 2006 catalog 11.14.05 TX6266107 21. Leg Avenue Costume Catalog 2006 6.23.08 0.23.08 VA1646387 23. Leg Avenue Lingerie Catalog 2006 6.30.08 7.8.08 VA1646387 24. Sexy by Leg Avenue Tri-Fold 2006 6.30.08 7.8.08 VA1646386 25. Leg Avenue Costume Catalog 2007 6.23.08 6.27.08 VA1649925 26. Sexy by Leg Avenue 2007 Costumes Catalog 2007 6.30.08 7.8.08 VA1646384 <td>10.</td> <td>Hustler Lingerie catalog 2004</td> <td></td> <td>4.16.04</td> <td>TX5910023</td>	10.	Hustler Lingerie catalog 2004		4.16.04	TX5910023
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36. Leg Avenue Holiday Catalog 2008 7.3.08 7.14.08 VA1728218 37. Leg Avenue Valentines Day Catalog 2008 7.3.08 7.3.08 VA1647719			<u> </u>		
37. Leg Avenue Valentines Day Catalog 2008 7.3.08 7.3.08 VA1647719					
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	38.	Valentines Day Catalog 2009	10.1.08	10.14.08	VA1651233

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	Title	Submit Date	Reg. Date	Reg. Number
39.	Skinny Dip Swimwear Catalog 2009	10.1.08	10.21.08	VA1650616
40.	Leg Avenue Hosiery Catalog 2009	12.12.08	12.18.08	VA1662075
41.	Leg Avenue Costumes Catalog 2009	1.21.09	1.27.09	VA1660994
42.	Leg Avenue Shoes Catalog 2009	2.27.09	2.27.09	VA1667568
43.	Leg Avenue Clubwear Catalog 2009	6.29.09	7.7.09	VA1680633
44.	Leg Avenue Lingerie Catalog 2009	4.14.09	4.21.09	VA172822
45.	Leg Avenue Holiday Catalog 2009	8.21.09	8.31.09	VA1691748
46.	Leg Avenue Burlesque Catalog 2009	9.21.09	9.25.09	VA1686983
47.	Leg Avenue Hosiery Catalog 2010	12.1.09	12.7.10	VA1738756
48.	Enchanted Costumes Catalog 2010	1.15.10	1.21.10	VA1725206
49.	Leg Avenue Lingerie Catalog 2010	1.22.10	2.3.10	VA1745688
50.	Leg Avenue Costumes Catalog 2010	1.26.10	2.2.10	VA1762043
51.	Leg Avenue Clubwear Catalog 2010	7.19.10	8.5.10	VA1735461
52.	Adorable Alice DX (Photo)	9.10.10	9.10.10	VA1747181
53.	Leg Avenue Burlesque Catalog 2010	9.10.10	9.17.10	VA1748965
54.	Leg Avenue Hosiery Catalog 2011	12.6.10	12.13.10	VA1764536
55.	Leg Avenue Lingerie Catalog 2011	12.10.10	12.16.10	VA1756417
56.	Leg Avenue Costume Catalog 2011	2.8.11	2.14.11	VA1766538
57.	Leg Avenue Zombie Tri-fold 2011	2.8.11	2.14.11	VA1761859
58.	Enchanted Costumes Catalog 2011	2.8.11	2.14.11	VA1761879
59.	Leg Avenue Deluxe Catalog 2011	2.8.11	2.14.11	VA1761864
60.	Leg Avenue Shoe Catalog 2011	2.8.11	2.14.11	VA1761860
61.	Leg Avenue Clubwear Catalog 2011	8.20.11	8.24.11	VA1794818
62.	Leg Avenue Furry Flyer 2011	9.19.11	9.23.11	VA1811059
63.	Leg Avenue Holiday Catalog 2011	9.19.11	9.23.11	VA1811058
64.	Leg Avenue Burlesque Catalog 2012	12.8.11		
65.	Leg Avenue Hosiery Catalog 2012	12.29.11	1.6.12	VA1816795
66.	Leg Avenue Costume Catalog 2012	2.16.12	2.23.12	VA1813760
67.	Leg Avenue Lingerie Catalog 2012	2.16.12	2.23.12	VA1824383
68.	Enchanted Costumes Catalog 2012	2.16.12		
69.	Leg Avenue Shoe Catalog 2012	2.16.12		
70.	Leg Avenue Rave Wear Catalog 2012	4.23.12		
71.	Leg Avenue Plus Size Catalog 2012	4.23.12		

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SCHEDULE C

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Trademark, Patent, Copyright and License Security Agreement

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1. None.

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SCHEDULE D

to the

Trademark, Patent, Copyright and License Security Agreement

<u>Patents</u>

1. None.

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RECORDED: 08/19/2013