

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
SC Licensing, LLC		06/20/2013	LIMITED LIABILITY COMPANY: CALIFORNIA

RECEIVING PARTY DATA

Name:	Shabby Chic Brands, LLC
Street Address:	10441 Jefferson Blvd., Suite 100
City:	Culver City
State/Country:	CALIFORNIA
Postal Code:	90232
Entity Type:	LIMITED LIABILITY COMPANY: CALIFORNIA

PROPERTY NUMBERS Total: 28

Property Type	Number	Word Mark
Serial Number:	77848407	RACHEL ASHWELL SHABBY CHIC COUTURE
Serial Number:	77848438	RACHEL ASHWELL SHABBY CHIC COUTURE
Registration Number:	2746924	RACHEL ASHWELL
Registration Number:	2757921	SHABBY CHIC
Serial Number:	85135970	SC
Registration Number:	2917782	SIMPLY SHABBY CHIC
Registration Number:	2876676	RA
Registration Number:	2880142	SIMPLY SHABBY CHIC
Registration Number:	2898987	RA
Registration Number:	1869597	SHABBY CHIC FURNISHINGS
Registration Number:	2967641	RACHEL ASHWELL HOME RA SHABBY CHIC EST.
Registration Number:	2998803	SIMPLY SHABBY CHIC
Registration Number:	1949879	SHABBY CHIC
Registration Number:	3055992	SSC

TRADEMARK

OP \$715.00 77848407

Registration Number:	3752960	SHABBY CHIC
Registration Number:	3758520	SHABBY CHIC
Registration Number:	3815097	SHABBY CHIC
Registration Number:	3827333	R
Registration Number:	2037399	SHABBY CHIC
Registration Number:	4097246	TREASURES BY SHABBY CHIC
Registration Number:	2264912	SHABBY CHIC
Registration Number:	2297906	SHABBY CHIC
Registration Number:	2315707	SHABBY CHIC
Registration Number:	2438933	SHABBY CHIC
Registration Number:	2585082	SHABBY CHIC
Registration Number:	1753006	SHABBY CHIC
Registration Number:	1759914	SHABBY CHIC
Registration Number:	2703186	SHABBY CHIC

CORRESPONDENCE DATA

Fax Number: 3107464495
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 310-746-4405
Email: fgartside@elkinskalt.com
Correspondent Name: Frederick W. Gartside
Address Line 1: 2049 Century Park East Ste 2700
Address Line 4: Los Angeles, CALIFORNIA 90067

NAME OF SUBMITTER:	Frederick W. Gartside
Signature:	/fwg/
Date:	08/27/2013

Total Attachments: 9
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TRADEMARK SECURITY AGREEMENT
(TRADEMARKS, TRADEMARK REGISTRATIONS,
TRADEMARK APPLICATIONS AND TRADEMARK LICENSES)

Dated June 20, 2013

WHEREAS, SC Licensing, LLC, a California limited liability company (the "Pledgor"), now owns or holds and may hereafter adopt, acquire or hold Trademarks (defined trademarks, service marks, brand names, certification marks, collective marks, internet domain names, logos, symbols, trade dress, assumed names, fictitious names, trade names, and other indicia of origin, all applications and registrations for all of the foregoing, and all goodwill associated therewith and symbolized thereby, and all extensions, modifications and renewals of same) including, without limitation, the Trademarks listed on Schedule A-1 annexed hereto, as such Schedule may be amended from time to time by the addition of Trademarks subsequently registered or otherwise adopted or acquired; and

WHEREAS, pursuant to that certain Pledge and Security Agreement, of even date herewith (as the same may be amended, supplemented or otherwise modified, renewed or replaced from time to time, the "Pledge Agreement"), by the Pledgor for the benefit of Shabby Chic Brands, LLC, a California limited liability company (the "Secured Party" or "Seller"); (capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Pledge Agreement), the Pledgor has granted to the Secured Party a first priority security interest in and to all of the Pledgor's Trademarks and Licenses (including, without limitation, those licenses listed on Schedule A-2 hereto), and the following: (i) all goodwill associated with and symbolized by the Trademarks, and (ii) all Proceeds, including all Cash Proceeds and Noncash Proceeds, and products of any and all of the of the Trademarks and the Licenses, whether now or hereafter existing and whether now owned or hereafter acquired, to secure the payment and performance of the Obligations; and

WHEREAS, the Secured Party and the Pledgor by this instrument seek to confirm and make a record of the grant of a security interest in the Trademarks and the Licenses and the goodwill associated therewith (and the other collateral described herein).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Pledgor agrees as follows:

1. The Pledgor does hereby grant to the Secured Party, as security for the payment and performance of the Obligations, a continuing first priority security interest in all of the following (all of the following items (i) through (iii) being collectively referred to herein as the "Trademark Collateral"), whether now or hereafter existing and whether now owned or hereafter acquired: (i) each Trademark and all goodwill associated with, and symbolized by, each Trademark, including, without limitation, each Trademark referred to in Schedule A-1 annexed hereto; (ii) each License, including, without limitation, each license referred to in Schedule A-2 annexed hereto; and (iii) all Proceeds, including all Cash Proceeds and Noncash Proceeds, and products of any and all of the Trademarks and the Licenses.

2. The Pledgor agrees to deliver updated copies of Schedule A-1 and Schedule A-2 to the Secured Party at the end of any quarter in which the Pledgor registers or otherwise adopts or acquires any Trademark not listed on Schedule A-1 hereto or enters into any License not listed

on Schedule A-2 hereto, and to duly and promptly execute and deliver, or have duly and promptly executed and delivered, at the cost and expense of the Pledgor, such further instruments or documents (in form and substance reasonably satisfactory to the Secured Party), and promptly perform, or cause to be promptly performed, upon the reasonable request of the Secured Party, any and all acts, in all cases, as may be necessary, proper or advisable from time to time, in the reasonable judgment of the Secured Party, to carry out the provisions and purposes of the Pledge Agreement and this Trademark Security Agreement, and to provide, perfect and preserve the liens of the Secured Party granted pursuant to the Pledge Agreement and this Trademark Security Agreement in the Trademark Collateral or any portion thereof.

3. The Pledgor agrees that (i) if any Person shall do or perform any act(s) which the Secured Party reasonably believes constitute an infringement of any Trademark, or violate or infringe any right therein of the Pledgor or the Secured Party or (ii) if any Person shall do or perform any acts which the Secured Party reasonably believes constitute an actual or threatened unauthorized or unlawful use of any Trademark, then and in any such event, upon thirty (30) days' prior written notice to the Pledgor (or if an Event of Default (in this Agreement, such term shall have the meaning therefor set forth in the Pledge Agreement) is at the time continuing, then without notice), the Secured Party may and shall have the right to take such reasonable steps and institute such reasonable suits or proceedings as the Secured Party may deem advisable or necessary to prevent such act(s) and/or conduct and to secure damages and other relief by reason thereof, and to generally take such steps as may be advisable or necessary or proper for the full protection of the rights of the parties. The Secured Party may take such steps or institute such suits or proceedings in its own name or in the name of the Pledgor or in the names of the parties jointly. The Secured Party hereby agrees to give the Pledgor notice of any steps taken, or any suits or proceedings instituted, by the Secured Party pursuant to this paragraph and the Pledgor agrees to assist the Secured Party with any steps taken, or any suits or proceedings instituted by the Secured Party pursuant to this paragraph at the Pledgor's sole expense.

4. This security interest is granted in conjunction with the security interests granted to the Secured Party pursuant to the Pledge Agreement. The Pledgor does hereby acknowledge and affirm the representations, warranties and covenants of the Pledgor in the Pledge Agreement with respect to the Trademark Collateral. The Pledgor and the Secured Party do hereby further acknowledge and affirm that the rights and remedies of the Secured Party with respect to the security interest made and granted hereby are subject to, and more fully set forth in, the Pledge Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. This Trademark Security Agreement is executed and delivered by the Pledgor for the purpose of registering the security interest of the Secured Party in the Trademark Collateral with the United States Patent and Trademark Office or in any similar office or agency of the United States, any state thereof or any other country or any political subdivision of any thereof. At such time as all Obligations have been indefeasibly paid in full and performed, the Secured Party shall promptly execute and deliver to the Pledgor, at the Pledgor's request and expense, without representation, warranty or recourse, all releases and reassignments, termination statements and other instruments as may be necessary or proper to terminate the security interest of the Secured Party in the Trademark Collateral, subject to any disposition thereof which may have been made by the Secured Party pursuant to the terms hereof or of the Pledge Agreement.

6. So long as no Event of Default shall have occurred and be continuing, and subject always to the various provisions of this Trademark Security Agreement and the Pledge Agreement, the Pledgor may use, license and exploit the Trademark Collateral in any lawful manner permitted hereunder and under the Pledge Agreement.

7. This Trademark Security Agreement shall be governed by, and construed in accordance with, the substantive laws of the State of California without regard to principles of conflicts of laws.

8. No modification, amendment or waiver of any provision of this Trademark Security Agreement, and no consent to any departure by the Pledgor herefrom, shall in any event be effective unless the same shall be in writing and signed by the Secured Party and acknowledged and agreed to by the Pledgor.

9. This Trademark Security Agreement, and any modifications or amendments hereto may be executed in any number of counterparts, each of which shall constitute an original, but all of which taken together shall constitute one and the same instrument. A facsimile or pdf signature shall constitute an original signature.

10. If any conflict or inconsistency exists between this Trademark Security Agreement and the Pledge Agreement, the Pledge Agreement shall govern.

[Signature Page Follows]

IN WITNESS WHEREOF, the Pledgor has executed this Trademark Security Agreement on the date first written above.

SC Licensing, LLC

By: *Rachel Ashwell*
Rachel Ashwell, Sole Member

STATE OF CALIFORNIA)
)
COUNTY OF LOS ANGELES)

On JUNE 17, 2013, before me, MICHAEL D. CORMIER, a Notary Public, personally appeared Rachel Ashwell, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Michael D. Cormier
Notary Public

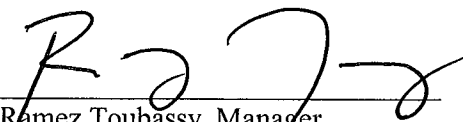


Accepted on the date first written above.

SHABBY CHIC BRANDS, LLC

By: Shabby Chic Holdings, LLC, Sole Member

By: Haddington Partners, LLC, Managing Member

By: 
Ramez Toubassy, Manager

By: BSP-Shabby, LLC, Managing Member

By: Brand Sense Partners, LLC,
Managing Member

By: _____
Brian France,
Chief Executive Officer

Accepted on the date first written above.

SHABBY CHIC BRANDS, LLC


By: Shabby Chic Holdings, LLC, Sole Member

By: Haddington Partners, LLC, Managing Member

By: _____
Ramez Toubassy, Manager

By: BSP-Shabby, LLC, Managing Member

By: Brand Sense Partners, LLC,
Managing Member

By: 

Brian France,
Chief Executive Officer

TRADEMARK

REEL: 005098 FRAME: 0399

Schedule A-1
Trademarks

See attached.

TRADEMARK	TERRITORY	REGISTRATION/ APPLICATION No.
Treasures by Shabby Chic	Canada	Application No. 1481004
Shabby Chic	Taiwan (R.O.C.)	App 091007586 - RN 01044467
Shabby Chic	Taiwan (R.O.C.)	RN 01047534
Rachel Ashwell	European Community	App/Reg 003229473
Shabby Chic by Rachel Ashwell	Hong Kong	App/Reg 300341621
Shabby Chic	China (PRC)	App/Reg 3050933
Shabby Chic	Japan	App H04-127420 - RN 3031625
Shabby Chic	Australia	App/Reg 658086
Shabby Chic	China (PRC)	App/Reg 3050932
Shabby Chic	New Zealand	App/Reg 245810
Shabby Chic	New Zealand	App/Reg 248733
Shabby Chic	Japan	App H09-000052 - RN 4168737
Shabby Chic	European Community	App/Reg 000882035
Rachel Ashwell	International Register	App/Reg 986071
Shabby Chic	International Register	App/Reg 986074
Shabby Chic	Australia	App/Reg 580825
Shabby Chic	Canada	App 1132012 - RN 616664
Shabby Chic	United Kingdom	App/Reg 1513461
Rachel Ashwell	European Community	App/Reg 008641573
R Crown Device	European Community	App/Reg 008680472
Shabby Chic	European Community	App/Reg 8908519
Shabby Chic	European Community	App/Reg 9371949
Shabby Chic	Switzerland	App 13290/2000 - RN P-487175
Simply Shabby Chic	Canada	App 1233440 - RN 660213
Shabby Chic	Japan	App 2010-55548 - RN 5409829
Shabby Chic	European Community	App/Reg 10238863
SSC	Canada	App 1233438 - RN 678270
Shabby Chic	Norway	App 200013238 - RN 212705
Simply Shabby Chic in Script with Flowers Design	Canada	App 1233439 - RN 679728
Rachel Ashwell	China (PRC)	App/Reg: 10100006
Shabby Chic	France	App/Reg 92430087
Rachel Ashwell	Canada	App 1149080 - RN 713956
Rachel Ashwell	Canada	App 1183556 - RN 713907
Shabby Chic	Canada	App 0709399 - RN 427233