

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
Joe's Jeans Subsidiary, Inc.		09/29/2013	CORPORATION: DELAWARE
Hudson Clothing, LLC		09/29/2013	LIMITED LIABILITY COMPANY: CALIFORNIA

**RECEIVING PARTY DATA**

Name:	Garrison Loan Agency Services LLC
Street Address:	1290 Avenue of the Americas, Suite 914
City:	New York
State/Country:	NEW YORK
Postal Code:	10104
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

**PROPERTY NUMBERS Total: 23**

Property Type	Number	Word Mark
Registration Number:	3506807	
Registration Number:	3506809	
Registration Number:	3506806	
Registration Number:	3506810	
Registration Number:	3506808	
Serial Number:	85259445	ELSE
Registration Number:	3865934	JD
Registration Number:	2653566	JD
Registration Number:	3861399	JD
Registration Number:	3225514	JOE'S
Registration Number:	3861398	JOE'S
Registration Number:	3551675	JOE'S JD
Registration Number:	3857397	JOE'S JD

OP \$590.00 3506807

Registration Number:	3156022	JOE'S JD
Serial Number:	85259450	JOE'S WILD
Registration Number:	3114334	THE LOVER
Registration Number:	3830608	THE SHIRT BY JOE'S
Registration Number:	3273129	HUDSON
Registration Number:	3385499	HUDSON
Serial Number:	77732083	
Serial Number:	77732069	
Serial Number:	77898310	HUDSON
Serial Number:	85652418	LET YOURSELF GO

**CORRESPONDENCE DATA**

Fax Number: 6175236850  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*  
Phone: 6175735850  
Email: elizabeth.burkhard@hklaw.com  
Correspondent Name: Elizabeth Burkhard/Holland & Knight LLP  
Address Line 1: 10 St. James Avenue  
Address Line 2: 11th Floor  
Address Line 4: Boston, MASSACHUSETTS 02116

ATTORNEY DOCKET NUMBER:	113658.00018
NAME OF SUBMITTER:	Elizabeth Burkhard
Signature:	/Elizabeth Burkhard/
Date:	10/01/2013

**Total Attachments: 23**

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source=[Joe's Jeans] Trademark Security Agreement#page23.tif

## TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of September 30, 2013, by and among JOE'S JEANS SUBSIDIARY, INC., a Delaware corporation and HUDSON CLOTHING, LLC, a California limited liability company (collectively, "Grantors"), and each, individually, a "Grantor"), in favor of GARRISON LOAN AGENCY SERVICES LLC in its capacity as Administrative Agent and Collateral Agent for Lenders ("Agent").

### WITNESSETH:

WHEREAS, pursuant to that certain Term Loan Credit Agreement dated as of the date hereof by and among Grantors, the other Persons named therein as Loan Parties, Agent and the Persons signatory thereto from time to time as Lenders (including all annexes, exhibits or schedules thereto, as from time to time amended, amended and restated, supplemented or otherwise modified, the "Credit Agreement"), Lenders have agreed to make the Loans for the benefit of Grantors and the other Loan Parties;

WHEREAS, Agent and Lenders are willing to make the Loans as provided for in the Credit Agreement, but only upon the condition, among others, that Grantors and the other Loan Parties shall have executed and delivered to Agent, for itself and the ratable benefit of Lenders, that certain Guarantee and Collateral Agreement dated as of the date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, amended and restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, each Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to Agent, on behalf of itself and Lenders, a continuing security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark licenses to which it is a party including those referred to on Schedule I hereto;

(b) all reissues, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark license; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark license.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. GOVERNING LAW. The validity, interpretation and enforcement of this Trademark Security Agreement and any dispute arising out of the relationship between the parties hereto, whether in contract, tort, equity or otherwise, shall be governed by the internal laws of the State of New York but excluding any principles of conflicts of law or other rule of law that would cause the application of the law of any jurisdiction other than the laws of the State of New York.

5. INTERCREDITOR AGREEMENT. Notwithstanding anything herein to the contrary, each of (i) the obligations of each Grantor under this Trademark Security Agreement, (ii) the security interest granted to Agent by each Grantor pursuant to this Trademark Security Agreement (including priority thereof), (iii) the release of Trademark Collateral from any security interest granted and created hereby and (iv) the exercise of any right or remedy by Agent hereunder are, in each case, subject to the provisions of the Intercreditor Agreement. In the event of any conflict or inconsistency between the provisions of the Intercreditor Agreement and this Trademark Security Agreement, the provisions of the Intercreditor Agreement shall control.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall have the same force and effect as the delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall also deliver an original executed counterpart, but the failure to do so shall not affect the validity, enforceability or binding effect of this Trademark Security Agreement.

**[Signature Page Follows]**

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

JOE'S JEANS SUBSIDIARY, INC.,  
a Delaware corporation

By: [Signature]  
Name:  
Title:

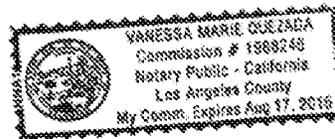
HUDSON CLOTHING, LLC,  
a California corporation

By: [Signature]  
Name:  
Title:

ACCEPTED AND ACKNOWLEDGED BY:

GARRISON LOAN AGENCY  
SERVICES LLC, as Agent

By: \_\_\_\_\_  
Name:  
Title:



[SIGNATURE PAGE TO TRADEMARK AND SECURITY AGREEMENT]

25927626

ACKNOWLEDGMENT OF GRANTORS

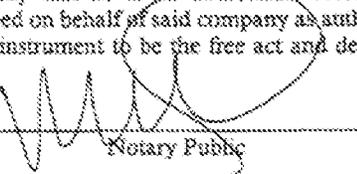
STATE OF California )  
 )  
COUNTY OF Los Angeles ) ss.

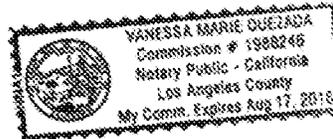
On this 22<sup>nd</sup> day of September 2013, before me personally appeared Mark Perry Crismon proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of JOE'S JEANS SUBSIDIARY INC., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation

  
\_\_\_\_\_  
Notary Public

STATE OF California )  
 )  
COUNTY OF Los Angeles ) ss.

On this 22<sup>nd</sup> day of September 2013, before me personally appeared Peter Kuhn proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of HUDSON CLOTHING, LLC, who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said company as authorized by its members and that he acknowledged said instrument to be the free act and deed of said corporation

  
\_\_\_\_\_  
Notary Public



# CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of Los Angeles

On Sep 24<sup>th</sup> 2013 before me, Vanessa Marie Guezada, Notary Public  
(Please insert name and title of the officer)

personally appeared Peter Kim & Marc Barry Crossman

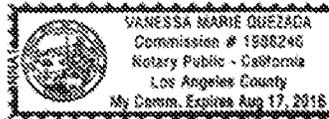
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) 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.

Signature of Notary Public: \_\_\_\_\_

(Notary Seal)



## ADDITIONAL OPTIONAL INFORMATION

### INSTRUCTIONS FOR COMPLETING THIS FORM

*Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to this document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.*

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (Notary Public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~notary~~, ~~is~~ / ~~are~~ / or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-use if a sufficient area remains, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ◊ Additional information is not required but would help to ensure this acknowledgment is not misused or attached to a different document.
  - ◊ Indicate title or type of attached document, number of pages and date.
  - ◊ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document.

#### DESCRIPTION OF THE ATTACHED DOCUMENT

Trademark and Security  
(Title or description of attached document)

Agreement  
(Title or description of attached document continued)

Number of Pages 2 Document Date 9/24/13  
N/A  
(Additional information)

#### CAPACITY CLAIMED BY THE SIGNER

- Individual (s)
- Corporate Officer  
President & CEO  
(Title)
- Partner(s)
- Attorney-in-Fact
- Trustee(s)
- Other \_\_\_\_\_

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

JOE'S JEANS SUBSIDIARY, INC.,  
a Delaware corporation

By: \_\_\_\_\_  
Name:  
Title:

HUDSON CLOTHING, LLC,  
a California corporation

By: \_\_\_\_\_  
Name:  
Title:

ACCEPTED AND ACKNOWLEDGED BY:

GARRISON LOAN AGENCY  
SERVICES LLC, as Agent

By: \_\_\_\_\_  
Name: BRIAN CHASE  
Title: CHIEF OPERATING OFFICER

[SIGNATURE PAGE TO TRADEMARK AND SECURITY AGREEMENT]

23907856

SCHEDULE I

(See attached).

Country: United States of America

Trademark	Docket Number/SubCase Owner Name	Application Number/Date	Publication Number/Date	Registration Number/Date	Status Next Renewal
Design (Joe's Jeans Pocket Design I)	9623/ Joe's Jeans Subsidiary, Inc.	77/476191 16-May-2008		3506807 23-Sep-2008	Registered 23-Sep-2018

Class(es): 25 Int.

Attorney(s): TAL

Agent Name:

Agent Ref:

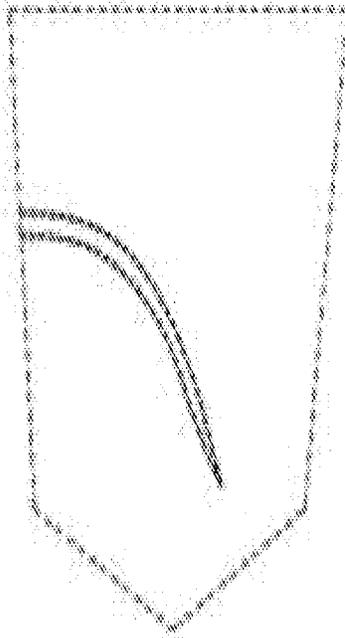
Client: Joe's Jeans

Client Ref: 13743.00008

Available Images:

Design (Joe's Jeans Pocket Design I)

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Country: United States of America

Trademark	Docket Number/SubCase Owner Name	Application Number/Date	Publication Number/Date	Registration Number/Date	Status Next Renewal
Design (Joe's Jeans Pocket Design II)	9624/ Joe's Jeans Subsidiary, Inc.	77/476195 16-May-2008		3506809 23-Sep-2008	Registered 23-Sep-2018

Class(es): 25 Int.

Attorney(s): TAL

Agent Name:

Agent Ref:

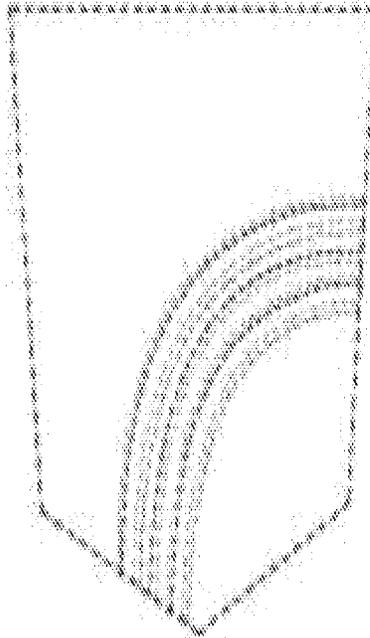
Client: Joe's Jeans

Client Ref: 13743.00008

Available Images:

Design (Joe's Jeans Pocket Design II)

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Country: United States of America

Trademark	Docket Number/SubCase Owner Name	Application Number/Date	Publication Number/Date	Registration Number/Date	Status Next Renewal
Design (Joe's Jeans Pocket Design III)	9625/ Joe's Jeans Subsidiary, Inc.	77/476190 16-May-2008		3506806 23-Sep-2008	Registered 23-Sep-2018

Class(es): 25 Int.

Attorney(s): TAL

Agent Name:

Agent Ref:

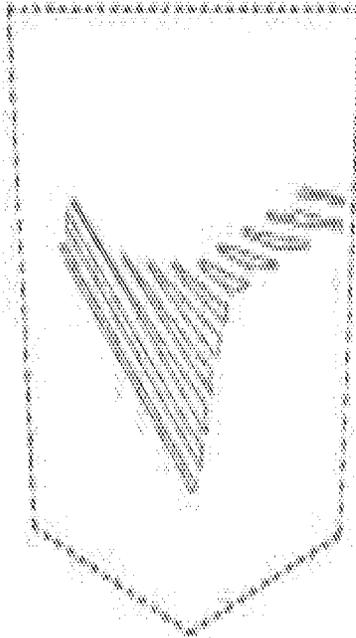
Client: Joe's Jeans

Client Ref: 13743.00008

Available Images:

Design (Joe's Jeans Pocket Design III)

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Country: United States of America

Trademark	Docket Number/SubCase Owner Name	Application Number/Date	Publication Number/Date	Registration Number/Date	Status Next Renewal
Design (Joe's Jeans Pocket Design IV)	9631/ Joe's Jeans Subsidiary, Inc.	77/476196 16-May-2008		3506810 23-Sep-2008	Registered 23-Sep-2018

Class(es): 25 Int.

Attorney(s): TAL

Agent Name:

Agent Ref:

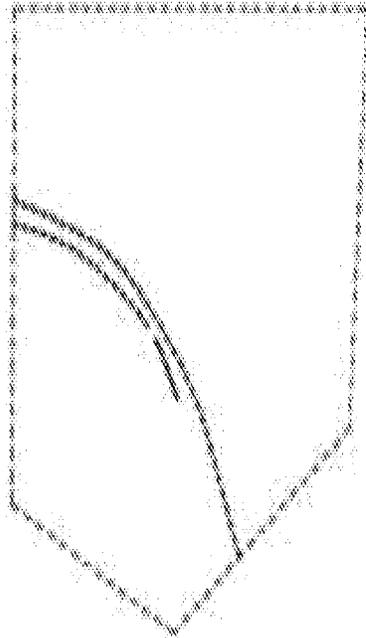
Client: Joe's Jeans

Client Ref: 13743.00008

Available Images:

Design (Joe's Jeans Pocket Design IV)

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Country: United States of America

Trademark	Docket Number/SubCase Owner Name	Application Number/Date	Publication Number/Date	Registration Number/Date	Status Next Renewal
Design (Joe's Jeans Pocket Design V)	9632/ Joe's Jeans Subsidiary, Inc.	77/476192 16-May-2008		3506808 23-Sep-2008	Registered 23-Sep-2018

Class(es): 25 Int.

Attorney(s): TAL

Agent Name:

Agent Ref:

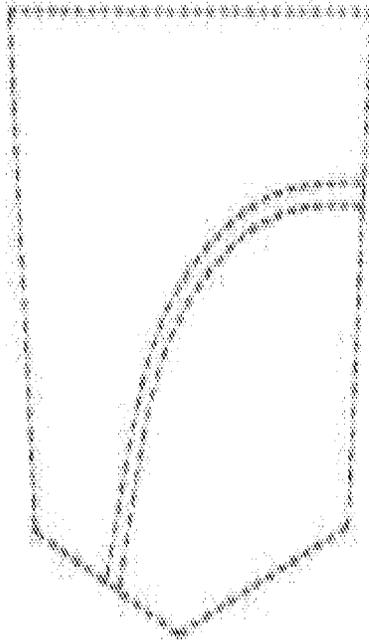
Client: Joe's Jeans

Client Ref: 13743.00008

Available Images:

Design (Joe's Jeans Pocket Design V)

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ELSE	11191/ Joe's Jeans Subsidiary, Inc.	85/259445 07-Mar-2011		26-Jul-2011	Allowed
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Class(es): 25 Int.

Attorney(s): JWA

Agent Name:

Agent Ref:

Client: Joe's Jeans

Client Ref: 13743.00008

Country: United States of America

Trademark	Docket Number/SubCase Owner Name	Application Number/Date	Publication Number/Date	Registration Number/Date	Status Next Renewal
JD (Stylized)	10728/ Joe's Jeans Subsidiary, Inc.	77/980310 12-Jun-2009	03-Nov-2009	3865934 19-Oct-2010	Registered 19-Oct-2020

**Class(es):** 14 Int.

**Attorney(s):** JWA

**Agent Name:**

**Agent Ref:**

**Client:** Joe's Jeans

**Client Ref:** 13743.00008

Available Images:

JD (stylized)

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Country: United States of America

Trademark	Docket Number/SubCase Owner Name	Application Number/Date	Publication Number/Date	Registration Number/Date	Status Next Renewal
JD (Stylized)	9626/ Joe's Jeans Subsidiary, Inc.	76/225411 16-Mar-2001		2653566 26-Nov-2002	Registered 26-Nov-2022

Class(es): 18 Int., 25 Int.

Attorney(s): JWA

Agent Name:

Agent Ref:

Client: Joe's Jeans

Client Ref: 13743.00008

Available Images:

JD (stylized)

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Country: United States of America

Trademark	Docket Number/SubCase Owner Name	Application Number/Date	Publication Number/Date	Registration Number/Date	Status Next Renewal
JD (Stylized)	9634/ Joe's Jeans Subsidiary, Inc.	77/524004 16-Jul-2008		3861399 12-Oct-2010	Registered 12-Oct-2020

**Class(es):** 25 Int.

**Attorney(s):** JWA

**Agent Name:**

**Agent Ref:**

**Client:** Joe's Jeans

**Client Ref:** 13743.00008

**Available Images:**

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Country: United States of America

Trademark	Docket Number/SubCase Owner Name	Application Number/Date	Publication Number/Date	Registration Number/Date	Status Next Renewal
JOE'S (Stylized I)	9627/ Joe's Jeans Subsidiary, Inc.	78/308471 02-Oct-2003		3225514 03-Apr-2007	Registered 03-Apr-2017

Class(es): 18 Int., 25 Int.

Attorney(s): JWA

Agent Name:

Agent Ref:

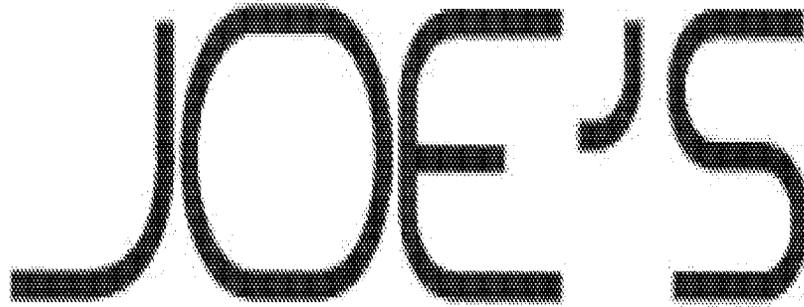
Client: Joe's Jeans

Client Ref: 13743.00008

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Country: United States of America

Trademark	Docket Number/SubCase Owner Name	Application Number/Date	Publication Number/Date	Registration Number/Date	Status Next Renewal
JOE'S (Stylized I)	9636/ Joe's Jeans Subsidiary, Inc.	77/523997 16-Jul-2008		3861398 12-Oct-2010	Registered 12-Oct-2020

Class(es): 25 Int.

Attorney(s): JWA

Agent Name:

Agent Ref:

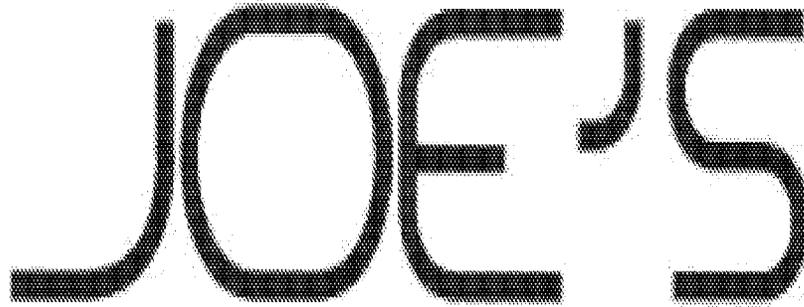
Client: Joe's Jeans

Client Ref: 13743.00008

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Country: United States of America

Trademark	Docket Number/SubCase Owner Name	Application Number/Date	Publication Number/Date	Registration Number/Date	Status Next Renewal
JOE'S JD (Stylized)	9630/ Joe's Jeans Subsidiary, Inc.	77/421197 13-Mar-2008		3551675 23-Dec-2008	Registered 23-Dec-2018

Class(es): 35 Int.

Attorney(s):

Agent Name:

Agent Ref:

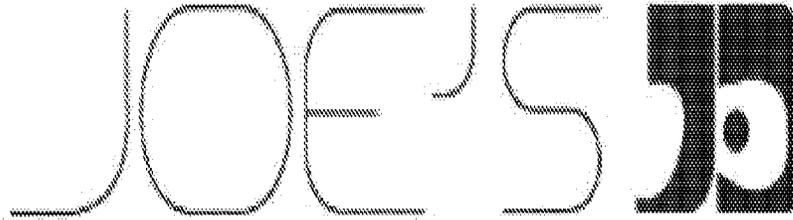
Client: Joe's Jeans

Client Ref: 13743.00008

Available Images:

JOE'S JD (stylized)

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Country: United States of America

Trademark	Docket Number/SubCase Owner Name	Application Number/Date	Publication Number/Date	Registration Number/Date	Status Next Renewal
JOE'S JD (Stylized)	9635/ Joe's Jeans Subsidiary, Inc.	77/524002 16-Jul-2008		3857397 05-Oct-2010	Registered 05-Oct-2020

Class(es): 25 Int.

Attorney(s): JWA

Agent Name:

Agent Ref:

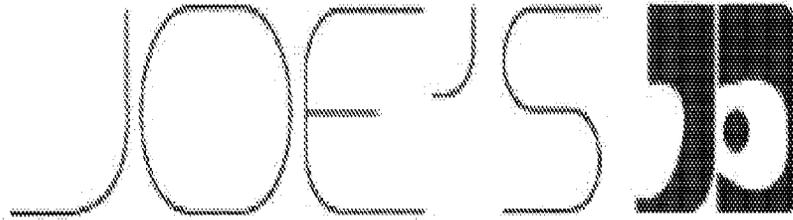
Client: Joe's Jeans

Client Ref: 13743.00008

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Country: United States of America

Trademark	Docket Number/SubCase Owner Name	Application Number/Date	Publication Number/Date	Registration Number/Date	Status Next Renewal
JOE'S JD (Stylized)	9629/ Joe's Jeans Subsidiary, Inc.	78/308448 02-Oct-2003		3156022 17-Oct-2006	Registered 17-Oct-2016

Class(es): 18 Int., 25 Int.

Attorney(s): JWA

Agent Name:

Agent Ref:

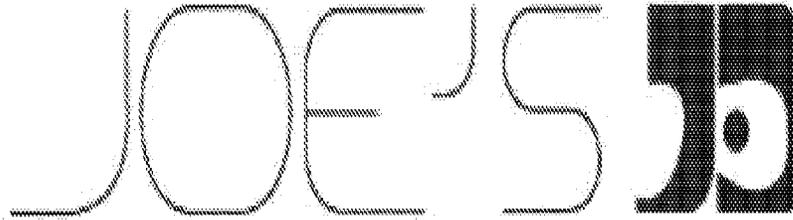
Client: Joe's Jeans

Client Ref: 13743.00008

Available Images:

JOE'S JD (stylized)

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JOE'S WILD	11192/ Joe's Jeans Subsidiary, Inc.	85/259450 07-Mar-2011		23-Aug-2011	Allowed
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Class(es): 25 Int.

Attorney(s): JWA

Agent Name:

Agent Ref:

Client: Joe's Jeans

Client Ref: 13743.00008

Country: United States of America

Trademark	Docket Number/SubCase Owner Name	Application Number/Date	Publication Number/Date	Registration Number/Date	Status Next Renewal
THE LOVER	9633/ Joe's Jeans Subsidiary, Inc.	78/683266 02-Aug-2005		3114334 11-Jul-2006	Registered 11-Jul-2016

**Class(es):** 25 Int.

**Attorney(s):** JWA

**Agent Name:**

**Agent Ref:**

**Client:** Joe's Jeans

**Client Ref:** 13743.00008

THE SHIRT BY JOE'S	9921/ Joe's Jeans Subsidiary, Inc.	77/796819 04-Aug-2009		3830608 10-Aug-2010	Registered 10-Aug-2020
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**Class(es):** 25 Int.

**Attorney(s):** TAL

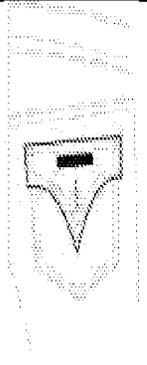
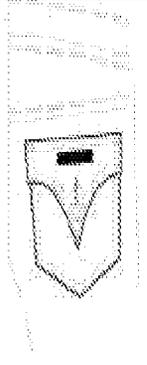
**Agent Name:**

**Agent Ref:**

**Client:** Joe's Jeans

**Client Ref:** 13743.00008

## U.S. TRADEMARK APPLICATIONS & REGISTRATIONS

MARK DOCKET NO.	COUNTRY	FILED	APP. NO.	REG. DATE	REG. NO.	CL.	GOODS	COMMENTS
HUDSON	US	04/19/02	76397437	08/07/07	3273129	25	Women's jeans	Registered
HUDSON	US	05/01/06	78873343	02/19/08	3385499	25	Clothing not made of leather, namely, jeans, pants, shirts, jackets, and skirts	Registered
	US	05/07/09	77732083			25	Jeans, pants, shorts, and skirts	Published Suspended pending outcome of Opposition No. 91193393
	US	05/07/09	77732069			25	Jeans, pants, shorts, and skirts	Published Suspended pending outcome of Opposition No. 91193393
HUDSON	US	12/21/09	77898310			3	Colognes, perfumes and cosmetics	Allowed

<i>MARK DOCKET NO.</i>	<i>COUNTRY</i>	<i>FILED</i>	<i>APP. NO.</i>	<i>REG. DATE</i>	<i>REG. NO.</i>	<i>CL.</i>	<i>GOODS</i>	<i>COMMENTS</i>
LET YOURSELF GO	US	6/14/12	85652418			3, 25, 35	IC 3: Colognes, perfumes and cosmetics; IC 25: Clothing, namely, jeans, pants, shirts, jackets, and skirts; IC 35: Online retail store services featuring clothing and accessories, and colognes, perfumes and cosmetics	Published