

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
Ed Mitchell West LLC		10/08/2013	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA	
Name:	Comerica Bank
Street Address:	39200 Six Mile Road
Internal Address:	National Documentation Services, Mail Code 7578
City:	Livonia
State/Country:	MICHIGAN
Postal Code:	48152
Entity Type:	a Texas banking association: TEXAS

PROPERTY NUMBERS Total: 6		
Property Type	Number	Word Mark
Registration Number:	2493550	WILKES SAN FRANCISCO
Registration Number:	1773881	WILKESHOME
Registration Number:	1660827	WILKES SPORT
Registration Number:	1485828	WILKES BASHFORD
Registration Number:	1459300	
Registration Number:	1677685	WILKES SPORT

CORRESPONDENCE DATA	
Fax Number:	7349302494
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	734-761-3780
Email:	asujek@bodmanlaw.com
Correspondent Name:	Angela Alvarez Sujek - Bodman PLC
Address Line 1:	201 South Division, Suite 400

OP \$165.00 2493550

Address Line 4: Ann Arbor, MICHIGAN 48104

NAME OF SUBMITTER:

Angela Alvarez Sujek

Signature:

/Angela Alvarez Sujek/

Date:

10/09/2013

Total Attachments: 6

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of October 8, 2013 by and between COMERICA BANK ("Bank") and ED MITCHELL WEST LLC, a Delaware limited liability company ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations (each a "Loan", and collectively, the "Loans") to Grantor and SEVEN MSF REALTY LLC ("SMR"), which Loans are secured by that certain Security Agreement dated as of October 8, 2013 executed by Grantor for the benefit of Bank (as the same may be amended, modified or supplemented from time to time, the "Security Agreement"). Capitalized terms used herein are used as defined in the Security Agreement.

B. Bank is willing to make the Loans to Grantor and SMR, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the Indebtedness (as defined in the Security Agreement).

C. Pursuant to the terms of the Security Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral (as defined in the Security Agreement).

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of the Indebtedness, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure payment when due, whether by stated maturity, demand, acceleration or otherwise, of all existing and future Indebtedness, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Bank under the Security Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Security Agreement and the other Loan Documents (as defined in that certain Credit Agreement dated as of October 8, 2013 between Grantor and Bank, as may be amended, restated, supplemented or replaced from time to time), and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Security Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Security Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

Address of Grantor:

670 Post Road East
Westport, CT 06880

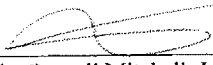
Attn: Russ Mitchell

Address of Bank:

Comerica Bank
National Documentation Services
39200 Six Mile Rd.
Mail Code 7578
Livonia, MI 48152

GRANTOR:

ED MITCHELL WEST LLC

By: 

Title: John Russell Mitchell, Jr.
Manager

BANK:

COMERICA BANK

By: _____

Title: _____

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

670 Post Road East
Westport, CT 06880

Attn: _____

ED MITCHELL WEST LLC

By: _____

John Russell Mitchell, Jr.


Title: Manager

Address of Bank:

Comerica Bank
National Documentation Services
39200 Six Mile Rd.
Mail Code 7578
Livonia, MI 48152

BANK:

COMERICA BANK

By:  _____

Daniel Backer

Title: Vice President

EXHIBIT A

Copyrights

None.


EXHIBIT B

Patents

None.

EXHIBIT C

Trademarks

Mark	App. No.	Filing Date	Reg. No.	Reg. Date
WILKES SAN FRANCISCO	75/980956	03/15/99	2,493,550	09/25/01
WILKESHOME	74/214621	10/18/91	1,773,881	05/25/93
WILKES SPORT	73/650289	03/17/87	1,660,827	10/15/91
WILKES BASHFORD	73/633846	12/04/86	1,485,828	04/26/88
 (Design only)	73/615628	08/19/86	1,459,300	09/29/87
WILKES SPORT	73/586999	03/10/86	1,677,685	03/03/92