

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Trademark Security Agreement

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Distinctive Apparel, Inc.		09/30/2013	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	The Privatebank and Trust Company
<b>Street Address:</b>	120 South LaSalle Street, Suite 200
<b>City:</b>	Chicago
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60603
<b>Entity Type:</b>	CORPORATION: ILLINOIS

**PROPERTY NUMBERS Total: 29**

Property Type	Number	Word Mark
Registration Number:	3736026	BA BOSTON APPAREL GROUP
Registration Number:	3747989	BOSTON APPAREL GROUP
Registration Number:	3350530	BOSTON DESIGN STUDIO
Registration Number:	1647767	CASUAL LIVING
Registration Number:	3778951	CASUAL LIVING
Registration Number:	3363860	CCO
Registration Number:	1211131	CHADWICKS
Registration Number:	3690506	CHADWICKS
Registration Number:	1948523	CHADWICK'S
Registration Number:	2712159	CHADWICK'S
Registration Number:	3191808	CHADWICK'S
Registration Number:	3441951	CHADWICK'S FASHION POINTS
Registration Number:	1672908	CHADWICK'S OF BOSTON
Registration Number:	1750226	FADS

CH \$740.00 3736026

Registration Number:	3206844	IT'S A REAL STEAL
Registration Number:	1989822	J.L. PLUM
Registration Number:	1255402	KATELYN COURT
Registration Number:	3440408	METRO LIFT
Registration Number:	3846346	METRO SLIMMER
Registration Number:	3435679	METROBLUES
Registration Number:	2820510	METROSTYLE
Registration Number:	3266084	METROSTYLE
Registration Number:	3851141	METROSTYLE VIP POINTS
Registration Number:	3450247	METROWORKS
Registration Number:	2010503	REAL COMFORT
Registration Number:	2082526	SUPER SLIMMER
Registration Number:	1649769	THE ORIGINAL OFF-PRICE FASHION CATALOG
Registration Number:	3281155	WEAR2WORK
Registration Number:	3146858	YOU ALWAYS GET MORE!

**CORRESPONDENCE DATA**

Fax Number: 2029068669  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*  
Phone: 202.906.8618  
Email: ipmail@dykema.com  
Correspondent Name: Eric T. Fingerhut  
Address Line 1: 1300 I St., NW, Suite 300 West  
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	104085-0271
NAME OF SUBMITTER:	Eric T. Fingerhut
Signature:	/eric t. fingerhut/
Date:	10/24/2013

**Total Attachments: 15**

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**TRADEMARK**

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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Security Agreement") made as of the 30<sup>th</sup> day of September, 2013, by DISTINCTIVE APPAREL, INC., a Delaware corporation ("Borrower"), in favor of THE PRIVATEBANK AND TRUST COMPANY ("Lender").

### WITNESSETH

WHEREAS, Borrower and Lender are parties to a certain Loan and Security Agreement dated as of even date herewith (as amended, amended and restated or otherwise modified from time to time, the "Loan Agreement") and other related loan documents dated as of even date herewith (collectively, with the Loan Agreement, and as each may be amended or otherwise modified from time to time, the "Financing Agreements"), which Financing Agreements provide (i) for Lender to, from time to time, extend credit to or for the account of Borrower and (ii) for the grant by Borrower to Lender of a security interest in certain of Borrower's assets, including, without limitation, its trademarks and trademark applications;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Borrower agrees as follows:

1. Incorporation of Financing Agreements. The Financing Agreements and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Loan Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the complete and timely payment and satisfaction of the Obligations (as defined in the Loan Agreement), Borrower hereby grants to Lender, and hereby reaffirms its prior grant pursuant to the Financing Agreements of, a continuing security interest in Borrower's entire right, title and interest in and to all of its now owned or existing and hereafter acquired or arising trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other business identifiers, prints and labels on which any of the foregoing have appeared or appear, all registrations and recordings thereof, and all applications (other than "intent to use" applications until a verified statement of use is filed with respect to such applications) in connection therewith, including, without limitation, the trademark registrations and applications listed on Schedule A attached hereto and made a part hereof and the trademarks, and renewals thereof, and all income, royalties, damages and payments now or hereafter due and/or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the "Trademarks"); all rights corresponding to any of the foregoing throughout the world and the goodwill of the Borrower's business connected with the use of and symbolized by the Trademarks.

3. Warranties and Representations. Borrower warrants and represents to Lender that:

(i) No Trademark has been adjudged invalid or unenforceable by a court of competent jurisdiction nor has any such Trademark been cancelled, in whole or in part and each such Trademark is presently subsisting;

(ii) To the knowledge of Borrower, Borrower is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each Trademark, free and clear of any liens (other than Permitted Liens), charges and encumbrances, including without limitation, shop rights and covenants by Borrower not to sue third persons;

(iii) Borrower has no notice of any suits or actions commenced or threatened with reference to any Trademark; and

(iv) Borrower has the unqualified right to execute and deliver this Security Agreement and perform its terms.

4. Restrictions on Future Agreements. Except as otherwise set forth herein, Borrower agrees that until Borrower's Obligations shall have been satisfied in full and the Financing Agreements shall have been terminated, Borrower shall not, without the prior written consent of Lender, such consent not to be unreasonably withheld, sell or assign its interest in any Trademark or enter into any other agreement with respect to any Trademark which would adversely affect the validity or enforcement of the rights transferred to Lender under this Security Agreement.

5. New Trademarks. Borrower represents and warrants that, based on a diligent investigation by Borrower, the Trademarks listed on Schedule A constitute all of the federally registered Trademarks, and federal applications for registration of Trademarks (other than "intent to use" applications until a verified statement of use is filed with respect to such applications) now owned by Borrower. If, before Borrower's Obligations shall have been satisfied in full or before the Financing Agreements have been terminated, Borrower shall (i) become aware of any existing Trademarks of which Borrower has not previously informed Lender, (ii) become entitled to the benefit of any Trademarks, which benefit is not in existence on the date hereof, or (iii) take any action to register (or re-register) or revive, renew, resuscitate or otherwise claim rights in or protect any abandoned, lapsed or dead trademark, the provisions of this Security Agreement above shall automatically apply thereto and Borrower shall give to Lender prompt written notice thereof. Borrower hereby authorizes Lender to modify this Security Agreement by amending Schedule A to include any such Trademarks. In addition, if any of the foregoing events under this Section 5 occurs with respect to any Subsidiary of Borrower, Borrower shall give to Lender prompt written notice thereof.

6. Term. The term of this Security Agreement shall extend until the payment in full of Borrower's Obligations and the termination of the Financing Agreements. Borrower agrees that upon the occurrence and during the continuance of an Event of Default, the use by Lender of all Trademarks shall be without any liability for royalties or other related charges from Lender to Borrower.

7. Product Quality. Borrower agrees to maintain the quality of any and all products in connection with which the Trademarks are used, consistent with commercially reasonable business practices. Upon the occurrence of an Event of Default, Borrower agrees that Lender, or a conservator appointed by Lender, shall have the right to establish such additional product quality controls as Lender, or said conservator, in its reasonable judgment, may deem necessary to assure maintenance of the quality of products sold by Borrower under the Trademarks.

8. Release of Security Agreement. This Security Agreement is made for collateral purposes only. Upon payment in full of Borrower's Obligations and termination of the Financing Agreements, Lender shall take such actions as may be necessary or proper to terminate the security interests created hereby and pursuant to the Financing Agreements

9. Expenses. All expenses incurred in connection with the performance of any of the agreements set forth herein shall be borne by Borrower. All fees, costs and expenses, of whatever kind or nature, including reasonable attorneys' fees and legal expenses, incurred by Lender in connection with the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, reasonable counsel fees, maintenance fees, encumbrances or otherwise in protecting, maintaining or preserving the Trademarks or in defending or prosecuting any actions or proceedings arising out of or related to the Trademarks shall be borne by and paid by Borrower and until paid shall constitute Obligations.

10. Duties of Borrower. Borrower shall have the duty (i) to file and prosecute diligently, as commercially reasonable, any trademark applications pending as of the date hereof or hereafter until Borrower's Obligations shall have been paid in full and the Financing Agreements have been terminated, (ii) to preserve and maintain all rights in the Trademarks, as commercially reasonable and (iii) to ensure that the Trademarks are and remain enforceable, as commercially reasonable. Any expenses incurred in connection with Borrower's Obligations under this Section 10 shall be borne by Borrower.

11. Lender's Right to Sue. After the occurrence and during the continuance of an Event of Default, Lender shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Trademarks and, if Lender shall commence any such suit, Borrower shall, at the request of Lender, do any and all lawful acts and execute any and all proper documents required by Lender in aid of such enforcement and Borrower shall promptly, upon demand, reimburse and indemnify Lender for all costs and expenses incurred by Lender in the exercise of its rights under this Section 11.

12. Waivers. No course of dealing between Borrower and Lender, nor any failure to exercise, nor any delay in exercising, on the part of Lender, any right, power or privilege hereunder or under the Financing Agreements shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

13. Severability. The provisions of this Security Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any

jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Security Agreement in any jurisdiction.

14. Modification. This Security Agreement cannot be altered, amended or modified in any way, except as specifically provided in Section 5 hereof or by a writing signed by the parties hereto.

15. Cumulative Remedies; Power of Attorney; Effect on Financing Agreements. All of Lender's rights and remedies with respect to the Trademarks, whether established hereby or by the Financing Agreements, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Borrower hereby authorizes Lender upon the occurrence and during the continuance of an Event of Default, to make, constitute and appoint any officer or agent of Lender as Lender may select, in its sole discretion, as Borrower's true and lawful attorney-in-fact, with power to (i) endorse Borrower's name on all applications, documents, papers and instruments necessary or desirable for Lender in the use of the Trademarks or (ii) take any other actions with respect to the Trademarks as Lender deems to be in the best interest of Lender, or (iii) grant or issue any exclusive or non-exclusive license under the Trademarks to anyone, or (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone. Borrower hereby ratifies all that such attorney-in-fact shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until Borrower's Obligations shall have been paid in full and the Financing Agreements have been terminated. Borrower acknowledges and agrees that this Security Agreement is not intended to limit or restrict in any way the rights and remedies of Lender under the Financing Agreements but rather is intended to facilitate the exercise of such rights and remedies. Lender shall have, in addition to all other rights and remedies given it by the terms of this Security Agreement and the Financing Agreements, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in Illinois.

16. Binding Effect; Benefits. This Security Agreement shall be binding upon Borrower and its respective successors and assigns, and shall inure to the benefit of Lender, its successors, nominees and assigns.

17. Governing Law. This Security Agreement shall be governed by and construed in accordance with the laws of the State of Illinois and applicable federal law.

18. Headings. Paragraph headings used herein are for convenience only and shall not modify the provisions which they precede.

19. Further Assurances. Borrower agrees to execute and deliver such further agreements, instruments and documents, and to perform such further acts, as Lender shall reasonably request from time to time in order to carry out the purpose of this Security Agreement and agreements set forth herein.

20. Survival of Representations. All representations and warranties of Borrower contained in this Security Agreement shall survive the execution and delivery of this

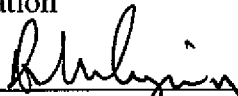
Security Agreement and shall be remade on the date of each borrowing under the Financing Agreements.

*[Remainder of page intentionally left blank; signature page follows]*



IN WITNESS WHEREOF, Borrower has duly executed this Trademark Security Agreement as of the date first written above.

**DISTINCTIVE APPAREL, INC.**, a Delaware corporation

By:   
Name: Aldus H. Chapin II  
Title: President and Chief Executive Officer

Agreed and Accepted  
As of the Date First Written Above

**THE PRIVATEBANK AND TRUST COMPANY**

By: \_\_\_\_\_  
Name: Jennifer L. Kempton  
Title: Associate Managing Director

IN WITNESS WHEREOF, Borrower has duly executed this Trademark Security Agreement as of the date first written above.

**DISTINCTIVE APPAREL, INC.**, a Delaware corporation

By: \_\_\_\_\_  
Name: Aldus H. Chapin II  
Title: President and Chief Executive Officer




Agreed and Accepted  
As of the Date First Written Above





**THE PRIVATEBANK AND TRUST COMPANY**





By: Jennifer L. Kempton  
Name: Jennifer L. Kempton  
Title: Associate Managing Director





SCHEDULE A





U.S. TRADEMARKS



<u>Country</u>	<u>Trademark</u>	<u>Serial/Registration No.</u>
US	ISABELLA BIRD	2,185,702
US	THE TERRITORY AHEAD	2,132,340
US	THE TERRITORY AHEAD	1,636,913
US		2,128,829
US		1,636,156
AU	 THE TERRITORY AHEAD	727121

<u>Country</u>	<u>Trademark</u>	<u>Serial/Registration No.</u>
CN	 THE TERRITORY AHEAD	767637
CN	 THE TERRITORY AHEAD	768870
DE	 THE TERRITORY AHEAD	2025286
FR	 THE TERRITORY AHEAD	94512662

<u>Country</u>	<u>Trademark</u>	<u>Serial/Registration No.</u>
GB	 <p data-bbox="646 611 1019 642">THE TERRITORY AHEAD</p>	1556141
GB	 <p data-bbox="646 968 1019 999">THE TERRITORY AHEAD</p>	15596142
HK	 <p data-bbox="646 1325 1019 1356">THE TERRITORY AHEAD</p>	199400185
HK	 <p data-bbox="646 1682 1019 1713">THE TERRITORY AHEAD</p>	199607129

<u>Country</u>	<u>Trademark</u>	<u>Serial/Registration No.</u>
JP	 THE TERRITORY AHEAD	4049126
JP	 THE TERRITORY AHEAD	4021522
JP	 THE TERRITORY AHEAD	2588383
JP	 THE TERRITORY AHEAD	4039532

<u>Country</u>	<u>Trademark</u>	<u>Serial/Registration No.</u>
MX	 <p data-bbox="646 596 1015 627">THE TERRITORY AHEAD</p>	493500
MX	 <p data-bbox="646 961 1015 993">THE TERRITORY AHEAD</p>	475209
SG	 <p data-bbox="646 1318 1015 1350">THE TERRITORY AHEAD</p>	T9704612I
SG	 <p data-bbox="646 1686 1015 1717">THE TERRITORY AHEAD</p>	T9704613G

<u>Country</u>	<u>Trademark</u>	<u>Serial/Registration No.</u>
SG	 THE TERRITORY AHEAD	T9704614E
SG	 THE TERRITORY AHEAD	T9704615C
CN	METROSTYLE	6806165
CN	METROSTYLE	6806164
CN	METROSTYLE	6806166
CN	METROSTYLE (CN characters)	6819721
CN	METROSTYLE (CN characters)	6819720
UK	CHADWICK'S	2220905
US	BA BOSTON APPAREL GROUP	3736026
US	BOSTON APPAREL GROUP	3747989
US	BOSTON DESIGN STUDIO	3350530
US	C. CHADWICK'S REWARDS	2747265
US	CASUAL LIVING	1647767
US	CASUAL LIVING	3778951
US	CASUAL LIVING	1671411
US	CCO	3363860



<u>Country</u>	<u>Trademark</u>	<u>Serial/Registration No.</u>
US	CHADWICKS	1211131
US	CHADWICKS	3690506
EP	CHADWICK'S	2485902
MX	CHADWICK'S	842356
US	CHADWICK'S	1948523
US	CHADWICK'S	2712159
US	CHADWICK'S	2742087
US	CHADWICK'S	3191808
US	CHADWICK'S FASHION POINTS	3441951
US	CHADWICK'S OF BOSTON	1672908
US	CHADWICK'S REWARDS	2740497
US	COMPARE ANYWHERE, YOU ALWAYS GET MORE AT ... CHADWICK'S	2903387
US	FADS	1750226
US	FASHIONCODE	2807464
US	IT'S A REAL STEAL	3206844
US	J.L. PLUM	1989822
US	JENNIFER JAMES	2114549
US	KATELYN COURT	1255402
US	KNITT MIXX	2103959
US	METRO LIFT	3440408
US	METRO SLIMMER	3846346
US	METROBLUES	3435679
US	METROMUSTS	77/092009
US	METROPLEX	77/148347
US	METROSTYLE	2820510
US	METROSTYLE	3266084
US	METROSTYLE VIP POINTS	3851141
US	METROWORKS	3450247
US	REAL COMFORT	2010503

<u>Country</u>	<u>Trademark</u>	<u>Serial/Registration No.</u>
US	REAL COMFORT	2556486
US	RSVP PERFECT	78/821807
US	SHAPE BENEFITS	3760736
US	STYLE 24/7	78/635859
US	SUPER SLIMMER	2082526
US	THE ORIGINAL OFF-PRICE FASHION CATALOG	1649769
US	TOWER HILL	1467466
US	WEAR2WORK	3281155
US	YOU ALWAYS GET MORE!	3146858

**TRADEMARK APPLICATIONS**

<u>Country</u>	<u>Trademark</u>	<u>Application No.</u>
US	GUY STUFF	85/524,509
US	THREADS UP DESIGN	85/590,257