

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

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

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Elie Tahari		02/28/2014	Individual: NEW YORK

**RECEIVING PARTY DATA**

<b>Name:</b>	HSBC Bank USA, National Association
<b>Street Address:</b>	452 Fifth Avenue
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10018
<b>Entity Type:</b>	Association: UNITED STATES

**PROPERTY NUMBERS Total: 54**

Property Type	Number	Word Mark
Registration Number:	3877662	ELIE TAHARI
Registration Number:	3838953	ELIE TAHARI
Registration Number:	3978901	ELIE TAHARI
Registration Number:	2653216	ELIE TAHARI
Registration Number:	2681767	ELIE TAHARI
Registration Number:	2730541	ELIE TAHARI
Registration Number:	3223502	ELIE TAHARI
Registration Number:	3289141	ELIE TAHARI
Registration Number:	4026403	TAHARI
Registration Number:	3467470	TAHARI
Registration Number:	4151805	TAHARI
Registration Number:	1489405	TAHARI
Registration Number:	1814977	TAHARI
Registration Number:	4088498	TAHARI

**OP \$1365.00 3877662**

Registration Number:	4195043	TAHARI
Registration Number:	3304885	TAHARI
Registration Number:	3607802	TAHARI
Registration Number:	4159227	TAHARI
Registration Number:	3368642	T TAHARI
Registration Number:	4348189	T TAHARI
Registration Number:	4060779	T TAHARI
Registration Number:	4292672	T TAHARI
Registration Number:	3350460	T TAHARI
Registration Number:	3447086	T TAHARI
Serial Number:	85362803	ELIE TAHARI
Serial Number:	85383858	ELIE TAHARI
Serial Number:	85420542	ELIE TAHARI
Serial Number:	85787175	ELIE TAHARI
Serial Number:	85787183	ELIE TAHARI
Serial Number:	85804566	ELIE TAHARI
Serial Number:	85864331	ELIE TAHARI
Serial Number:	85889153	ELIE TAHARI
Serial Number:	85957752	ELIE TAHARI
Serial Number:	86036329	ELIE TAHARI
Serial Number:	85099134	TAHARI
Serial Number:	85266529	TAHARI
Serial Number:	85420552	TAHARI
Serial Number:	85531784	TAHARI
Serial Number:	85564436	TAHARI
Serial Number:	85383882	TAHARI
Serial Number:	85889164	TAHARI
Serial Number:	85957762	TAHARI
Serial Number:	85964125	TAHARI
Serial Number:	85964133	TAHARI
Serial Number:	85964147	TAHARI
Serial Number:	85964153	TAHARI
Serial Number:	85964158	TAHARI
Serial Number:	85969126	TAHARI
Serial Number:	85649669	T TAHARI

	85968433	T TAHARI
Serial Number:	85968440	T TAHARI
Serial Number:	85968445	T TAHARI
Serial Number:	85968458	T TAHARI
Serial Number:	85968467	T TAHARI

**CORRESPONDENCE DATA**

Fax Number:

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Email: marina.kelly@thomsonreuters.com  
 Correspondent Name: Platzer, Swergold, et al  
 Address Line 1: 1065 Avenue of the Americas, 18th Floor  
 Address Line 2: c/o Sherri Lydell  
 Address Line 4: New York, NEW YORK 10018

NAME OF SUBMITTER:	Platzer, Swergold, et al
Signature:	/Marina Kelly, Thomson Reuters/
Date:	03/06/2014

**Total Attachments: 23**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (the "**Agreement**"), is dated as of February 28, 2014, by and among (a) Elie Tahari, Ltd., a Delaware corporation with its chief executive office located at 16 Bleeker Street, Millburn, NJ 07041-1415 (the "**Borrower**"), (b) Elie Tahari, an individual with an address at One Central Park West, #51B, New York, NY 10023 ("**Tahari**"), and collectively with the Borrower hereinafter referred to individually as a "**Grantor**" and, collectively, as the "**Grantors**"), and (c) HSBC Bank USA, N.A., a bank organized under the laws of the United States of America, with an address of 452 Fifth Avenue, 4<sup>th</sup> Floor, New York, New York 10018 (the "**Bank**").

### **RECITALS:**

A. Reference is made to: (1) that certain uncommitted discretionary demand facility being conditionally made available to Borrower in an amount up to \$45,000,000 (the "**Demand Facility**") and (2) that certain Continuing General Security Agreement, dated November 1, 2007, executed by Borrower in favor of the Bank (the "**Security Agreement**"). The Demand Facility and Security Agreement and the other documents executed by the parties thereto in connection with the Demand Facility and the Security Agreement are referred to herein as the "**Loan Documents**".

B. The Grantors own and use certain Trademarks (as defined herein) which are registered in, or applications for registration of which have been filed in, the PTO (as defined herein), all as more fully set forth on **EXHIBIT A** attached hereto and by reference made part hereof.

C. Pursuant to this Agreement, Grantors have pledged, hypothecated and grant to the Bank a security interest in, the Trademarks and Trademark Licenses (each as hereinafter defined) whether presently existing or hereafter created, as security for all of the obligations of Borrower under the Loan Documents.

D. The extension and increase in the Demand Facility by the Bank is conditioned upon, among other things, the execution and delivery by the Grantors of this Agreement.

NOW, THEREFORE, in consideration of the mutual conditions and agreements set forth in this Agreement, and for good and valuable consideration, the receipt of which is hereby acknowledged, the Grantors and the Bank hereby

agree as follows:

**Section 1. GENERAL**

(a) **Definitions.** Unless the context otherwise requires, all capitalized terms used but not defined herein shall have the meanings set forth in the Loan Documents. In addition, as used herein, the following terms shall have the following meanings:

**"IP Collateral"** shall have the meaning assigned to such term in Section 2 hereof.

**"PTO"** shall mean the United States Patent and Trademark Office or any other federal governmental agency which may hereafter perform its functions.

**"Secured Obligations"** shall mean, collectively, the Obligations (as defined in the Security Agreement).

**"Trademarks"** shall mean the trademarks, whether registered or unregistered, and trademark applications listed on EXHIBIT A annexed hereto and made a part hereof, together with all registrations and recordings thereof, all applications in connection therewith, including all registrations, recordings and applications in the PTO or in any similar office or agency of the United States, any state or territory thereof, or any other country or any political subdivision thereof, all categories, sub-categories, extensions, reissues, renewals, continuations, continuations-in-part or extensions thereof, and any goodwill of the business connected with, and symbolized by, any of the foregoing.

**"Trademark Licenses"** shall mean all agreements, whether written or oral, providing for the grant by or to any Grantor of any right to use any Trademark, including, without limitation, the agreements listed on EXHIBIT B annexed hereto and made a part hereof.

**Section 2. Grant of Security Interest.** In furtherance and as confirmation of the security interests granted by the Grantors to the Bank under this Agreement, and as further security for the payment or performance, as the case may be, in full of the Obligations, each Grantor hereby grants to the Bank a continuing first priority security interest, with a power of sale, in all of the present and future right, title and interest of such Grantor in, to and under the following

property, and each item thereof, whether now owned or existing or hereafter acquired or arising, together with all products, proceeds, substitutions and accessions of or to any of the following property (collectively, the "IP Collateral"):

(a) The Trademarks and Trademark Licenses now or hereafter owned by the Grantors or in which either Grantor now has or hereafter acquires rights and wherever located;

(b) All renewals, products and proceeds of any of the foregoing;

(c) All trade secrets, know-how and other proprietary information; internet domain names, service marks, trade dress, trade names, business names, designs, logos, slogans (and all translations, adaptations, derivations and combinations of the foregoing), indicia and other source and/or business identifiers, all of the goodwill related thereto, and all registrations and applications for registrations thereof; works of authorship, and all tangible and intangible property embodying the foregoing, together with all continuances, continuations, divisions, revisions, extensions, reissuances and reexaminations thereof;

(d) All general intangibles connected with the use of, or related to, any IP Collateral (including, without limitation, all goodwill, and injury thereto, of each Grantor and its business, products and services appurtenant to, associated with, or symbolized by, any and all IP Collateral and the use thereof);

(e) All income, royalties, claims, damages and payments now or hereafter due and/or payable under and with respect to any of the foregoing, including, without limitation, any claim by any Grantor against third parties for past, present or future infringement of any Trademark, including, without limitation, payments under all Trademark Licenses entered into in connection therewith and damages and payments for past, present or future infringements or dilutions thereof;

(f) The right to sue for past, present and future infringements and dilutions of any of the foregoing; and

(g) All of the Grantors' rights corresponding to any of the foregoing throughout the world.

**Section 3. Protection of Intellectual Property By Grantor.** The Grantors shall undertake the following with respect to each of the material items

respectively described in Section 2:

- (a) Pay all renewal fees and other fees and costs associated with maintaining the IP Collateral and with the processing of the IP Collateral and take all other reasonable and necessary steps to maintain each registration of the IP Collateral;
- (b) Take all actions reasonably necessary to prevent any of the IP Collateral from becoming forfeited, abandoned, dedicated to the public, invalidated or impaired in any way;
- (c) At the Grantors' sole cost, expense and risk, pursue the processing of each application for registration which is the subject of the security interest created herein and not abandon or delay any such efforts; and
- (d) At the Grantors' sole cost, expense and risk, take any and all action which the Grantors reasonably deem appropriate under the circumstances to protect the IP Collateral from infringement, misappropriation or dilution, including, without limitation, the prosecution and defense of infringement actions.

**Section 4. Grantors' Representations and Warranties.** In addition to any representations and warranties contained in any other Loan Document, each Grantor represents and warrants that:

- (a) **EXHIBIT A** is a true, correct and complete list of all the Trademarks owned by Tahari as of the date hereof and in which the Bank is obtaining a security interest pursuant hereto.
- (b) Except as set forth in **EXHIBIT A**, none of the IP Collateral is the subject of any licensing or franchise agreement pursuant to which such Grantor is the licensor or franchisor.
- (c) **EXHIBIT B** is a true, correct and complete list of all the Trademark Licenses owned by Tahari as of the date hereof and in which the Bank is obtaining a security interest pursuant hereto.
- (d) All IP Collateral is, and shall remain, free and clear of all liens, pledges, encumbrances or security interests in favor of any person, other than permitted encumbrances, if any, and liens in favor of the Bank.

(e) This Agreement is effective to create a valid and continuing lien on, and upon the filing hereof with the PTO perfected security interests in favor of the Bank in, all of the IP Collateral, and such perfected security interests are enforceable as such against any and all creditors of, and purchasers from, the Grantors.

(f) Upon filing of this Agreement with the PTO and the filing of appropriate financing statements in the applicable filing office in the state of formation of Borrower and the state of primary residence of Tahari, all action necessary or desirable to protect and perfect the Bank's lien on the IP Collateral shall have been duly taken.

(g) Grantors own, or are licensed to use, all IP Collateral necessary for the conduct of its business as currently conducted. No material claim has been asserted and is pending by any person challenging or questioning the use by Grantors of any IP Collateral or the validity or effectiveness of any IP Collateral, nor do Grantors know of any valid basis for any such claim which could reasonably be expected to have a material adverse effect on the IP Collateral or the rights of the Grantors therein. Grantors consider that the use by Grantors of the IP Collateral does not infringe the rights of any person in any material respect. No holding, decision or judgment has been rendered by any governmental authority which would limit, cancel or question the validity of, or such Grantor's rights in, any IP Collateral in any respect that could reasonably be expected to have a material adverse effect on the business or the property of Grantors or his or its ownership interest in the IP Collateral.

(h) Grantors shall give the Bank prompt written notice (with reasonable detail) following the occurrence of any of the following:

(i) Grantors' obtaining rights to, and filing applications for registration of, any new intellectual property that would, if such rights were held or owned as of the date hereof, be included as IP Collateral, or otherwise acquiring ownership of any newly registered IP Collateral (other than such Grantors' right to sell products containing the trademarks of others in the ordinary course of Grantors' business);

(ii) Either Grantor becoming entitled to the benefit of any registered IP Collateral whether as licensee or licensor (other than such Grantors' right to sell products containing the trademarks of



others in the ordinary course of such Grantors business);

(iii) Grantors' entering into any new licenses with respect to the IP Collateral; or

(iv) Either Grantor knowing, or having reason to know, that any application or registration relating to any IP Collateral may, other than as provided in Section 3 above, become forfeited, abandoned or dedicated to the public, or of any adverse determination or development (including, without limitation, the institution of, or any such determination or development in, any proceeding in the PTO or any court or tribunal) regarding such Grantor's ownership of, or the validity of, any IP Collateral or such Grantor's right to register, own or maintain the same.

**Section 5. Agreement Applies to Future Intellectual Property.**

(a) The provisions of this Agreement shall automatically apply to any additional property or rights described in subsections (i), (ii) and (iii) of Section 4(h) above, which are obtained or acquired prior to the termination of this Agreement, all of which shall be deemed to be and treated as "IP Collateral" within the meaning of this Agreement. Upon the acquisition by any Grantor of any additional IP Collateral, such Grantor shall deliver to the Bank an updated EXHIBIT A or EXHIBIT B, as applicable, to this Agreement and hereby authorizes the Bank to file, at such Grantor's expense, such updated Exhibit as set forth in Section 5(b).

(b) Upon the reasonable request of the Bank, the Grantors shall execute and deliver, and have recorded, any and all agreements, instruments, documents and papers as the Bank may reasonably request to evidence the Bank's security interest in any IP Collateral (including, without limitation, filings with the PTO, any secretary of state or any similar office), and each of the Grantors hereby constitutes the Bank as its attorney-in-fact to execute and file all such writings for the foregoing purposes, all such acts of such attorney being hereby ratified and confirmed; *provided, however*, the Bank's taking of such action shall not be a condition to the creation of the security interest created hereby.

**Section 6. Grantors' Rights To Enforce Intellectual Property.**

Prior to the occurrence of an Event of Default, the Grantors shall have the exclusive right to sue for past, present and future infringement of the IP Collateral, including the right to seek injunctions and/or money damages in an effort by the Grantors to protect the IP Collateral against encroachment by third parties, *provided, however, that:*

(a) Any money damages awarded or received by the Grantors on account of such suit (or the threat of such suit) shall constitute IP Collateral;

(b) Following the occurrence and during the continuance of any Event of Default, the Bank, by notice to the Grantors, may terminate or limit the Grantor's rights under this section; and

(c) The Grantors further agree that (a) the Bank shall not have any obligation or responsibility to protect or defend the IP Collateral and the Grantors shall, at their own expense, protect, defend and maintain the same in accordance with the terms and conditions set forth in the Loan Documents, (b) the Grantors shall forthwith advise the Bank promptly in writing upon detection of infringements of any of the IP Collateral being used in the Borrower's business and (c) if the Grantors fail to comply with the requirements of the preceding clause (a), the Bank may do so in the Grantors' name or in its own name, but in any case at the Grantors' expense, and the Grantors hereby agrees to reimburse the Bank for all expenses, including attorneys' fees, incurred by the Bank in protecting, defending and maintaining the IP Collateral.

**Section 7. Collateral Agent's Actions To Protect Intellectual Property.**

In the event of:

(a) any Grantor's failure, within thirty (30) days of written notice from the Bank, to cure any failure by such Grantor to observe or perform any of such Grantor's covenants, agreements or other obligations hereunder; or

(b) the occurrence and continuance of any other Event of Default,

then in either such event the Bank, acting in its own name or in that of any Grantor, may (but shall not be required to) act in any Grantor's place and stead and/or in the Bank's own right in connection therewith.

**Section 8. Covenants.** Grantors covenant and agree with the Bank that until the termination of this Agreement:

(a) Grantors shall notify the Bank immediately if either Grantor knows or has reason to know that any application or registration relating to any Trademark (now or hereafter existing) may become abandoned or dedicated, or of any adverse determination or development (including the institution of, or any such determination or development in, any proceeding in the PTO or any court) regarding either Grantor's ownership of any Trademark, its right to register the same, or to keep and maintain the same;

(b) In no event shall either Grantor, either directly or through any agent, employee, licensee or designee, file an application for the registration of any Trademark with the PTO or any similar office or agency without giving the Bank prior written notice thereof, and, upon request of the Bank, such Grantor shall execute and deliver a supplement hereto (in form and substance satisfactory to the Bank) to evidence the Bank's lien on such Trademark and the general intangibles of such Grantor relating thereto or represented thereby;

(c) Each Grantor shall take all actions necessary or reasonably requested by the Bank to maintain and pursue each application, to obtain the relevant registration and to maintain the registration of each of the Trademarks (now or hereafter existing), including the filing of applications for renewal, affidavits of use, affidavits of noncontestability and opposition and interference and cancellation proceedings; and

(d) In the event any of the IP Collateral material to the operation of either Grantor's business is infringed upon, misappropriated or diluted by a third party, such Grantor shall notify the Bank promptly after such Grantor learns thereof. Grantors shall promptly sue for infringement, misappropriation or dilution and to recover any and all damages for such infringement, misappropriation or dilution, and shall take such other actions as the Bank shall deem appropriate under the circumstances to protect such IP Collateral.

**Section 9. Security Agreement.** The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to the Bank pursuant to the Loan Documents, including, but not limited to, the Security Agreement. Grantors hereby acknowledge and affirm that the rights and remedies of the Bank with respect to the security interest in the IP Collateral made and

granted hereby are more fully set forth in the other Loan Documents, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

**Section 10. Reinstatement.** This Agreement shall remain in full force and effect and continue to be effective should any petition be filed by or against either Grantor for bankruptcy, liquidation or reorganization, should either Grantor become insolvent or make an assignment for the benefit of any creditor or creditors or should a receiver or trustee be appointed for all or any significant part of either Grantor's assets, and shall continue to be effective or be reinstated, as the case may be, if at any time payment and performance of the obligations under the Loan Documents, or any part thereof, is, pursuant to applicable law, rescinded or reduced in amount, or must otherwise be restored or returned by any obligee of such obligations, whether as a "voidable preference," "fraudulent conveyance," or otherwise, all as though such payment or performance had not been made. In the event any payment, or any part thereof, is rescinded, reduced, restored or returned, the obligations hereunder shall be reinstated and deemed reduced only by such amount paid and not so rescinded, reduced, restored or returned.

**Section 11. Notices.** Whenever it is provided herein that any notice, demand, request, consent, approval, declaration or other communication shall or may be given to or served upon any of the parties by any other party, or whenever any of the parties desires to give and serve upon any other party any communication with respect to this Agreement, each such notice, demand, request, consent, approval, declaration or other communication shall be in writing and shall be given in the manner, and deemed received, as provided for in the Loan Documents.

**Section 12. Rights Upon Default.** Upon the occurrence of an Event of Default, in addition to all other rights and remedies, the Bank may exercise all rights and remedies of a secured party under the Uniform Commercial Code as adopted in the State of New York, with respect to the IP Collateral, in addition to which the Bank may sell, license, assign, transfer or otherwise dispose of the IP Collateral, subject to those restrictions to which Grantors are subject under applicable law. Any person may conclusively rely upon an affidavit of an officer of the Bank that an Event of Default has occurred and that the Bank is authorized to exercise such rights and remedies.

**Section 13. Collateral Agent As Attorney-In-Fact.**

(a) Each of the Grantors hereby irrevocably makes, constitutes and appoints the Bank (and all officers, employees or agents designated by the Bank) as

and for such Grantor's true and lawful agent and attorney-in-fact, effective following the occurrence and during the continuance of any Event of Default, and in such capacity the Bank shall have the right, with power of substitution for each Grantor and in each Grantor's name or otherwise, for the use and benefit of the Bank and the other Secured Parties:

(i) To supplement and amend from time to time **EXHIBIT A** of this Agreement to include any new or additional IP Collateral of such Grantor in which the Bank will obtain a security interest pursuant hereto;

(ii) To exercise any of the rights and powers referenced herein; and

(iii) To execute all such instruments, documents and papers as the Bank reasonably determines to be appropriate in connection with the exercise of such rights and remedies and to cause the sale, license, assignment, transfer or other disposition of the IP Collateral, subject to those restrictions to which such Grantor is subject under applicable law.

(b) The power of attorney granted herein, being coupled with an interest, shall be irrevocable until this Agreement is terminated.

(c) The Bank shall not be obligated to do any of the acts or to exercise any of the powers authorized by this section, but if the Bank elects to do any such act or to exercise any of such powers, it shall not be accountable for more than it actually receives as a result of such exercise of power, and shall not be responsible to the Grantors for any act or omission to act, except for any act or omission to act as to which there is a final and nonappealable judgment made by a court of competent jurisdiction, which determination includes a specific finding that the subject act or omission to act has resulted from the gross negligence, bad faith or willful misconduct of the Bank.

**Section 14. Collateral Agent's Rights.** Any use by the Bank of the IP Collateral as authorized hereunder in connection with the exercise of the Bank's rights and remedies under this Agreement, the Loan Documents and the Security Agreement shall be coextensive with the Grantor's rights thereunder and with respect thereto and without any liability for royalties or other related charges.

**Section 15. Intent.** This Agreement is being executed and delivered by

the Grantors for the purpose, among others, of registering and confirming the grant of the security interest of the Bank in the IP Collateral with the PTO and the Secretary of State of each of New York and New Jersey. It is intended that the security interest granted pursuant to this Agreement is granted as a supplement to, and not in limitation of, the security interest granted to the Bank under the Security Agreement. All provisions of the Security Agreement shall apply to the IP Collateral and the Bank shall have the same rights, remedies, powers, privileges and discretions with respect to the security interests created in the IP Collateral as in all other collateral set forth therein. In the event of a conflict between this Agreement and the Security Agreement, the terms of this Agreement shall control with respect to the IP Collateral and the Security Agreement with respect to all other collateral.

**Section 16. Further Assurances.** Each Grantor agrees, at its own expense, to execute, acknowledge, deliver and cause to be duly filed all such further documents, financing statements, agreements and instruments and take all such further actions as the Bank may from time to time reasonably request to better assure, preserve, protect and perfect the security interest in the IP Collateral granted pursuant to this Agreement and the rights and remedies created hereby and the validity or priority of such security interest, including the payment of any fees and taxes required in connection with the execution and delivery of this Agreement, the granting of the security interest hereby and the filing of any financing statements or other documents in connection herewith or therewith.

**Section 17. Termination; Release of IP Collateral.** Except for those provisions which expressly survive the termination thereof, this Agreement and the security interest granted herein shall terminate when (i) the principal of and interest on all loans made by the Bank to Borrower and all fees and other secured obligations shall have been paid in full, (ii) all letters of credit issued by the Bank in favor of Borrower shall have expired or terminated or been cash collateralized or backstopped by a letter of credit reasonably acceptable to the Bank, (iii) all letter of credit disbursements shall have been reimbursed and (iv) all Obligations of Grantors under the Loan Documents shall have been satisfied in full, at which time the Bank shall execute and deliver to the Grantors, at the Grantors' expense, all termination statements, releases and similar documents that the Grantors shall reasonably request to evidence such termination. Any execution and delivery of termination statements, releases or other documents pursuant to this section shall be without recourse to, or warranty by, the Bank.

**Section 18. Waiver of Jury Trial.** THE PARTIES HERETO DO

HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED ON OR WITH RESPECT TO THIS AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREBY OR RELATING OR INCIDENTAL HERETO. THE PARTIES HERETO DO HEREBY CERTIFY THAT NO REPRESENTATIVE OR AGENT OF THE BANK HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT THE BANK WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THIS WAIVER OF RIGHT TO JURY TRIAL PROVISION.

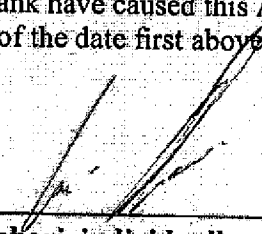
**Section 19. Governing Law; Jurisdiction; Amendments.** THIS INSTRUMENT CANNOT BE CHANGED OR TERMINATED ORALLY AND SHALL BE GOVERNED, CONSTRUED AND INTERPRETED AS TO VALIDITY, ENFORCEMENT AND IN ALL OTHER RESPECTS IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO ITS CONFLICT OF LAWS PRINCIPLES. THE PARTIES HERETO EXPRESSLY CONSENT TO THE JURISDICTION AND VENUE OF THE SUPREME COURT OF THE STATE OF NEW YORK AND OF THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK, FOR ALL PURPOSES IN CONNECTION HEREWITH. ANY JUDICIAL PROCEEDING BY EITHER GRANTOR AGAINST THE BANK INVOLVING, DIRECTLY OR INDIRECTLY ANY MATTER OR CLAIM IN ANY WAY ARISING OUT OF, RELATED TO OR CONNECTED HEREWITH SHALL BE BROUGHT ONLY IN THE SUPREME COURT OF THE STATE OF NEW YORK, COUNTY OF NEW YORK OR THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK. THE PARTIES HERETO FURTHER CONSENT THAT ANY SUMMONS, SUBPOENA OR OTHER PROCESS OR PAPERS (INCLUDING, WITHOUT LIMITATION, ANY NOTICE OR MOTION OR OTHER APPLICATION TO EITHER OF THE AFOREMENTIONED COURTS OR A JUDGE THEREOF) OR ANY NOTICE IN CONNECTION WITH ANY PROCEEDINGS HEREUNDER, MAY BE SERVED INSIDE OR OUTSIDE OF THE STATE OF NEW YORK OR THE SOUTHERN DISTRICT OF NEW YORK BY REGISTERED OR CERTIFIED MAIL, RETURN RECEIPT REQUESTED, OR BY PERSONAL SERVICE PROVIDED A REASONABLE TIME FOR APPEARANCE IS PERMITTED, OR IN SUCH OTHER MANNER AS MAY BE PERMISSIBLE UNDER THE RULES OF SAID COURTS. THE PARTIES HERETO WAIVE ANY OBJECTION TO JURISDICTION AND VENUE OF ANY ACTION INSTITUTED HEREON AND SHALL NOT ASSERT ANY DEFENSE BASED ON LACK OF JURISDICTION OR VENUE OR BASED UPON FORUM NON CONVENIENS. THE PARTIES

HERETO AGREE THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN ANY OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW.

[SIGNATURE PAGE FOLLOWS]



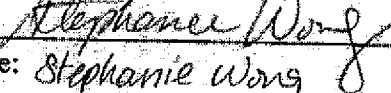
IN WITNESS WHEREOF, the Grantors and the Bank have caused this Agreement to be executed by their duly authorized officers as of the date first above written.

  
\_\_\_\_\_  
Elie Tahari, individually

**ELIE TAHARI LTD.**

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

**HSBC BANK USA, N.A.**

By:   
\_\_\_\_\_  
Name: Stephanie Wong  
Title: Vice President

**EXHIBIT A**  
**TRADEMARKS**

1. **“Elie Tahari”**

**REGISTERED UNITED STATES TRADEMARKS**

- |     |                           |                             |
|-----|---------------------------|-----------------------------|
| (1) | Registration Number:      | 3,877,662                   |
|     | Registered:               | November 16, 2010           |
|     | Serial No.:               | 77-747976                   |
| (2) | Registration Number:      | 3,838,953                   |
|     | Registered:               | August 24, 2010             |
|     | Serial No.:               | 77-750061                   |
| (3) | Registration Number:      | 3,978,901                   |
|     | Registered:               | June 14, 2011               |
|     | Serial No.:               | 77-871927                   |
| (4) | Registration Number:      | 2,653,216                   |
|     | Registered:               | November 26, 2012 (Renewal) |
|     | Serial No.:               | 76-042918                   |
|     | International Reg. No.:   | 1058947                     |
|     | International Reg. Date:  | November 3, 2010            |
| (5) | Registration Number:      | 2,681,767                   |
|     | Registered:               | January 28, 2003            |
|     | Renewed:                  | January 28, 2013            |
|     | Serial No.:               | 76-255291                   |
| (6) | Registration Number:      | 2,730,541                   |
|     | Registered:               | June 24, 2003               |
|     | Renewed:                  | June 24, 2012               |
|     | Serial No.:               | 76-975413                   |
|     | International Reg. No.:   | 913010                      |
|     | International Reg. Date.: | August 14, 2006             |
| (7) | Registration Number:      | 3,223,502                   |

- |     |                          |                   |
|-----|--------------------------|-------------------|
|     | Registered:              | March 27, 2007    |
|     | Serial No.:              | 78-977948         |
|     | International Reg. No.:  | 913010            |
|     | International Reg. Date: | August 14, 2006   |
| (8) | Registration Number:     | 3,289,141         |
|     | Registered:              | September 4, 2007 |
|     | Serial No.:              | 78-978704         |
|     | International Reg. No.:  | 913010            |
|     | International Reg. No.:  | August 14, 2006   |

**INTENT TO USE FILED AND/OR EXTENSION(S) GRANTED**

- |     |             |                    |
|-----|-------------|--------------------|
| (1) | Serial No.: | 85-362803          |
|     | Filed:      | July 5, 2011       |
|     | Published:  | November 15, 2011  |
| (2) | Serial No.: | 85-383858          |
|     | Filed:      | July 28, 2011      |
|     | Published:  | January 3, 2012    |
| (3) | Serial No.: | 85-420542          |
|     | Filed:      | September 12, 2011 |
|     | Published:  | February 21, 2013  |
| (4) | Serial No.: | 85-787175          |
|     | Filed:      | November 26, 2012  |
|     | Published:  | April 30, 2013     |
| (5) | Serial No.: | 85-787183          |
|     | Filed:      | November 26, 2013  |
|     | Published:  | April 30, 2013     |
| (6) | Serial No.: | 85-804566          |
|     | Filed:      | December 17, 2012  |
|     | Published:  | April 30, 2013     |

(7) Serial No.: 85-864331  
Filed: March 1, 2013  
Published: May 7, 2013

**PENDING – PUBLICATION REVIEW COMPLETE**

(1) Serial No.: 85-889153  
Filed: March 28, 2013  
Published: September 3, 2013

(2) Serial No.: 85-957752  
Filed: June 12, 2013  
Published: August 27, 2013

**PENDING – INITIALIZED**

(1) Serial No.: 86-036329  
Filed: August 13, 2013

2. **“Tahari”**

**REGISTERED UNITED STATES TRADEMARKS**

(1) Registration Number: 4,026,403  
Registered: September 13, 2011  
Serial No.: 77-337897

(2) Registration Number: 3,467,470  
Registered: July 15, 2008  
Serial No.: 77-339825

(3) Registration Number: 4,151,805  
Registered: May 29, 2012  
Serial No.: 85-976557

(4) Registration Number: 1,489,405  
Registered: May 24, 1988

- |      |                      |                  |
|------|----------------------|------------------|
|      | Renewed:             | May 24, 2008     |
|      | Serial No.:          | 73-416765        |
| (5)  | Registration Number: | 1,814,977        |
|      | Registered:          | January 4, 1994  |
|      | Renewed:             | January 4, 2004  |
|      | Serial No.:          | 74-316529        |
| (6)  | Registration Number: | 4,088,498        |
|      | Registered:          | January 17, 2012 |
|      | Serial No.:          | 77-982712        |
| (7)  | Registration Number: | 4,195,043        |
|      | Registered:          | August 21, 2012  |
|      | Serial No.:          | 77-983238        |
| (8)  | Registration Number: | 3,304,885        |
|      | Registered:          | October 2, 2007  |
|      | Serial No.:          | 78-978813        |
| (9)  | Registration Number: | 3,607,802        |
|      | Registered:          | April 14, 2009   |
|      | Serial No.:          | 78-980994        |
| (10) | Registration Number: | 4,159,227        |
|      | Registered:          | June 12, 2012    |
|      | Serial No.:          | 85-976510        |

**INTENT TO USE FILED AND/OR EXTENSION(S) GRANTED**

- |     |             |                   |
|-----|-------------|-------------------|
| (1) | Serial No.: | 85-099134         |
|     | Filed:      | August 3, 2010    |
|     | Published:  | February 15, 2011 |
| (2) | Serial No.: | 85-266529         |
|     | Filed:      | March 14, 2011    |
|     | Published:  | July 26, 2011     |
| (3) | Serial No.: | 85-420552         |

- Filed: September 12, 2011  
Published: February 21, 2012
- (4) Serial No.: 85-531784  
Filed: February 2, 2013  
Published: June 26, 2012
- (5) Serial No.: 85-564436  
Filed: March 8, 2012  
Published: July 3, 2012
- (6) Serial No.: 85-383882  
Filed: July 28, 2011  
Published: November 29, 2011

**PUBLISHED**

- (1) Serial No.: 85-889164  
Filed: March 28, 2013  
Published: August 20, 2013
- (2) Serial No.: 85-957762  
Filed: June 12, 2013  
Published: August 20, 2013
- (3) Serial No.: 85-964125  
Filed: June 19, 2013  
Published: August 20, 2013
- (4) Serial No.: 85-964133  
Filed: June 19, 2013  
Published: August 20, 2013
- (5) Serial No.: 85-964147  
Filed: June 19, 2013  
Published: August 20, 2013
- (6) Serial No.: 85-964153

- |     |             |                 |
|-----|-------------|-----------------|
|     | Filed:      | June 19, 2013   |
|     | Published:  | August 20, 2013 |
| (7) | Serial No.: | 85-964158       |
|     | Filed:      | June 19, 2013   |
|     | Published:  | August 20, 2013 |
| (8) | Serial No.: | 85-969126       |
|     | Filed:      | June 25, 2013   |
|     | Published:  | August 20, 2013 |

3. **"T Tahari"**

**REGISTERED UNITED STATES TRADEMARKS**

- |     |  |                   |
|-----|--|-------------------|
| (1) | Registration Number:   | 3,368,642         |
|     | Registered:  | January 15, 2008  |
|     | Serial No.:  | 77-174676         |
|     | This registration is associated with a design as well as the word "T Tahari" |                   |
| (2) | Registration Number:   | 4,348,189         |
|     | Registered:  | June 4, 2013      |
|     | Serial No.:  | 85-979046         |
| (3) | Registration Number:   | 4,060,779         |
|     | Registered:  | November 22, 2011 |
|     | Serial No.:  | 77-982564         |
| (4) | Registration Number:   | 4,292,672         |
|     | Registered:  | February 19, 2013 |
|     | Serial No.:  | 77-983494         |
| (5) | Registration Number:   | 3,350,460         |
|     | Registered:  | December 4, 2007  |
|     | Serial No.:  | 78-979212         |
| (6) | Registration Number:   | 3,447,086         |
|     | Registered:  | June 10, 2008     |
|     | Serial No.:  | 78-980044         |

**INTENT TO USE FILED AND/OR EXTENSION(S) GRANTED**

(1) Serial No.: 85-649669  
Filed: June 12, 2012  
Published: November 6, 2012

**PUBLISHED**

(1) Serial No.: 85-968433  
Filed: June 24, 2013  
Published: August 20, 2013

(2) Serial No.: 85-968440  
Filed: June 24, 2013  
Published: August 20, 2013

(3) Serial No.: 85-968445  
Filed: June 24, 2013  
Published: August 20, 2013

(4) Serial No.: 85-968458  
Filed: June 24, 2013  
Published: August 20, 2013

**PENDING – PUBLICATION REVIEW COMPLETE**

(1) Serial No.: 85-968467  
Filed: June 24, 2013  
Published: August 27, 2013



**EXHIBIT B**  
**TRADEMARK LICENSES**

None.