

Form PTO-1594 (Rev. 12-11)
OMB Collection 0651-0027 (exp. 04/30/2015)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Minnie Rose LLC

- Individual(s)
- Partnership
- Corporation- State: New York
- Other _____
- Association
- Limited Partnership

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) March 5, 2014

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Merchant Factors Corp.

Street Address: 1441 Broadway - 22 Floor

City: New York

State: New York

Country: USA Zip: 10018

- Individual(s) Citizenship _____
- Association Citizenship _____
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship New York
- Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) _____ Text _____

B. Trademark Registration No.(s)

3,220,600

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

See attached document

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Gavin C. Grusd

Internal Address: _____

Street Address: c/o SilvermanAcampora LLP
100 Jericho Quadrangle, Suite 300

City: Jericho

State: New York Zip: 11753

Phone Number: 516.479.6300

Docket Number: _____

Email Address: GGrusd@sallp.com

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$40.00

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

SEE ATTACHED CREDIT CARD PAYMENT FORM

Deposit Account Number _____

Authorized User Name _____

9. Signature:



Signature

Gavin C. Grusd

May 14, 2014

Date

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

6

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

OP \$40.00 3220600

Int. Cl.: 25

Prior U.S. Cls.: 22 and 39

United States Patent and Trademark Office

Reg. No. 3,220,600

Registered Mar. 20, 2007

**TRADEMARK
PRINCIPAL REGISTER**

Minnie Rose

**SHALLER-GOLDBERG, LISA (UNITED STATES
INDIVIDUAL)
209/WEST 38TH STREET
NEW YORK, NY 10018**

**THE MARK CONSISTS OF STANDARD CHAR-
ACTERS WITHOUT CLAIM TO ANY PARTICULAR
FONT, STYLE, SIZE, OR COLOR.**

**FOR: CLOTHING, NAMELY, PANTS, SHORTS,
SWEATPANTS, OVERALLS, SHIRTS, TEE-SHIRTS,
SWEATSHIRTS, BLOUSES, SKIRTS, DRESSES,
JACKETS, VESTS, COATS, RAINWEAR, SHOES,
LINGERIE, SLEEPWEAR, LOUNGEWEAR, SWIM-
WEAR, GLOVES, SOCKS, HOSIERY, BELTS,
SCARVES, HATS, TIES, SLIPPERS, IN CLASS 25
(U.S. CLS. 22 AND 39).**

**THE NAME(S), PORTRAIT(S), AND/OR SIGNA-
TURE(S) SHOWN IN THE MARK DOES NOT IDEN-
TIFY A PARTICULAR LIVING INDIVIDUAL.**

SN 78-513,055, FILED 11-8-2004.

FIRST USE 2-1-2004; IN COMMERCE 2-1-2004.

**JANICE L. MCMORROW, EXAMINING ATTOR-
NEY**

**MERCHANT
FACTORS
CORP.**



1441 Broadway, 22nd Floor
New York, NY 10018
(212)840-7575
www.merchantfactors.com

3/5, 2014

MINNIE ROSE LLC
264 West 40th Street
New York, NY 10018
ATTN: Lisa Shaller Goldberg, Manager

Dear Ms. Goldberg:

We refer to our Discount Factoring Agreement ("the Contract") dated 2/17/2006, as amended.

Effective immediately, the contract is amended as follows:

Paragraph 9. Security Interest is hereby deleted in its entirety and replaced with the following in which "you" and "your" shall be referred to as "Debtor", and "we" and "us" shall be referred to as "Secured Party":

As security for the payment and performance of all obligations at any time owing by Debtor to Secured Party, Debtor hereby grants, and Secured Party shall have, a first priority continuing security interest in the following and all proceeds, products and accessions, if any, and all goods, instruments, documents of title, policies and certificates of insurance, except for items specified in paragraph (c) below subject to other liens in which Secured Party would have a second priority continuing security interest, (hereinafter called the "collateral"):

- (a)
- (i) All presently existing and hereafter arising accounts and whether or not sold hereunder, contract rights, and all other forms of obligations arising out of the sale or lease of goods or the rendition of services, whether or not earned by performance and any and all credit insurance, guarantees, and security therefor, as well as all returned or reclaimed merchandise related to any of the foregoing; deposit accounts, commercial tort claims; letter of credit rights; electronic chattel paper and license fees (hereinafter referred to as "Accounts"); and
 - (ii) All sums at any time standing to Debtor's credit on the books of any Affiliate, and all property in the possession of any Affiliate or on which it has a lien or security interest; and
 - (iii) All books and records relating to any of the foregoing including ledgers; records indicating, summarizing or evidencing Debtor's assets or liabilities, or the collateral; all information relating to Debtor's business operations or financial condition; and all computer programs, disk or tape files, printouts, runs or other

computer prepared information, and the equipment containing such information; any money, deposit accounts, or assets of Debtor which hereafter come into Secured Party's possession, custody or control (hereinafter referred to as "Books and Records"); and/or

- (b) All present and future inventory, including goods held for sale or lease or to be furnished under a contract of service, and all present and future raw materials, work in process, finished goods and packing and shipping materials, wherever located, and any documents of title representing any of the foregoing (hereinafter referred to as "Inventory"); and/or
- (c) All present and hereafter acquired machinery, machine tools, motors, equipment, furniture, furnishings, fixtures, motor vehicles, tools, parts, dies, jugs, goods and any interest in the foregoing and all attachments, accessories, accessions, replacements, substitutions, additions and improvements to the foregoing (wherever located) not subject to liens to any party other than the Secured Creditors referred to herein, and hereinafter referred to as "Equipment".
- (d) Present and future general intangibles and other personal property (including choses or things in action, goodwill, patents, trade names, trademarks, servicemarks, blueprints, drawings, purchase orders, customer lists, monies, due or recoverable from pension funds, route lists, infringement claims, computer programs, computer discs, computer tapes, literature, reports, catalogs, deposit accounts, insurance premium rebates, tax refunds, and tax refund claims, all present and future letters of credit, notes, drafts, instruments, documents, leases and chattel paper (hereinafter referred to as "Intangibles").

Debtor agrees to execute and deliver to Secured Party all financing statements and other documents and instruments which Secured Party may request to perfect the security interests granted hereunder and hereby authorize Secured Party to execute and file alone any such financing statements with respect to such security interest(s). Secured Party shall not be required to seek repayment of Debtors Obligations to Secured Party through the liquidation of property in which we hold a security interest and Debtor shall at all times remain liable for the repayment on demand of all such Obligations.

All other terms and conditions of the above Discount Factoring Agreement remain unchanged.

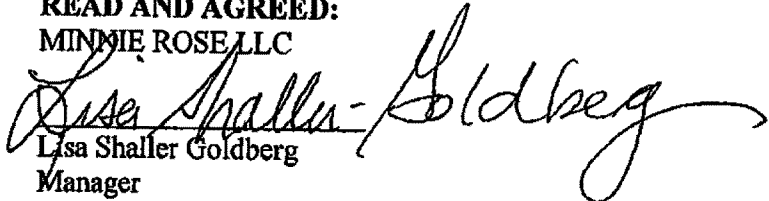
Please indicate your acceptance by signing in the space provided, and returning the original to me.

The copy is for your file.

Very truly yours,


NEVILLE GRUSD
Executive Vice President

READ AND AGREED:
MINNIE ROSE LLC


Lisa Shaller Goldberg
Manager

TRADEMARK

RECORDED: 05/14/2014

REEL: 005279 FRAME: 0575