

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM308799

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
The Levy Group, Inc.		06/19/2014	CORPORATION: NEW YORK
Lou Levy & Sons Fashions, Inc.,		06/19/2014	CORPORATION: NEW YORK
Braetan, Inc.		06/19/2014	CORPORATION: NEW YORK

RECEIVING PARTY DATA

Name:	The CIT Group/Commerical Services, Inc., as Agent
Street Address:	11 West 42nd Street
City:	New York
State/Country:	NEW YORK
Postal Code:	10036
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	1616850	BRAETAN
Registration Number:	4290351	DAWN LEVY
Serial Number:	86263158	DAWN LEVY TWO
Serial Number:	86263180	DL DAWN LEVY 2
Registration Number:	4214750	DLD
Registration Number:	1645347	DONNYBROOK
Serial Number:	77731154	GENERATION NXT
Serial Number:	85864196	HALIFAX TRADERS
Serial Number:	86177061	POLAR VORTEX

CORRESPONDENCE DATA

Fax Number:

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Email: michael.barys@thomsonreuters.com

Correspondent Name: John Salvage

Address Line 1: 4400 Easton Commons Way Suite 125

Address Line 2: CT Lien Solutions

Address Line 4: Columbus, OHIO 43219

TRADEMARK

NAME OF SUBMITTER:	John Salvage
SIGNATURE:	/Michael Barys TR/
DATE SIGNED:	06/26/2014
Total Attachments: 7 source=CIT-levy-Trademark security agreement recording with USPTO-REVISED#page1.tif source=CIT-levy-Trademark security agreement recording with USPTO-REVISED#page2.tif source=CIT-levy-Trademark security agreement recording with USPTO-REVISED#page3.tif source=CIT-levy-Trademark security agreement recording with USPTO-REVISED#page4.tif source=CIT-levy-Trademark security agreement recording with USPTO-REVISED#page5.tif source=CIT-levy-Trademark security agreement recording with USPTO-REVISED#page6.tif source=CIT-levy-Trademark security agreement recording with USPTO-REVISED#page7.tif	

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of June 19, 2014, by and among **THE LEVY GROUP, INC.**, a New York corporation (the "Levy"), **LOU LEVY & SONS FASHIONS, INC.**, a New York corporation ("Lou Levy"), and **BRAETAN, INC.**, a New York corporation ("Braetan"; Levy, Lou Levy and Braetan are referred to herein collectively as the "Grantors") in favor of **THE CIT GROUP/COMMERCIAL SERVICES, INC.** in its capacity as Administrative Agent and Collateral Agent for Lenders ("Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Revolving 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 and to incur Letter of Credit Obligations for the benefit of Grantors and the other Loan Parties;

WHEREAS, Agent and Lenders are willing to make the Loans and to incur Letter of Credit Obligations 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, 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 first priority 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 Trademark licensed under any Trademark License;

but excluding, in each case, any Excluded Assets (as defined in the Security Agreement).

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.

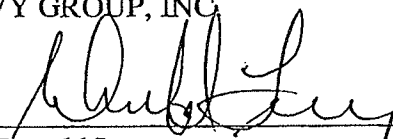
4. GOVERNING LAW. The validity, interpretation and enforcement of this Trademark Security Agreement and any dispute arising out of the relationship between the parties hereto, whether in contract, tort, equity or otherwise, shall be governed by the internal laws of the State of New York but excluding 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. 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, 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.

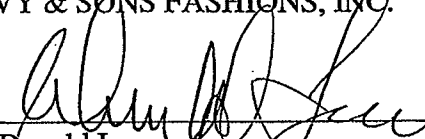
THE LEVY GROUP, INC

By: 
Name: Donald Levy
Title: President and Chief Executive Officer

BRAETAN, INC

By: 
Name: Donald Levy
Title: President and Chief Executive Officer

LOU LEVY & SONS FASHIONS, INC.

By: 
Name: Donald Levy
Title: President and Chief Executive Officer

ACCEPTED AND ACKNOWLEDGED BY:

THE CIT GROUP/COMMERCIAL
SERVICES, INC., as Agent

By: _____
Name:
Title:

IN WITNESS WHEREOF, 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.

THE LEVY GROUP, INC.

By: _____
Name:
Title:

BRAETAN, INC.


By: _____
Name:
Title:

LOU LEVY & SONS FASHIONS, INC.

By: _____
Name:
Title:

ACCEPTED AND ACKNOWLEDGED BY:

THE CIT GROUP/COMMERCIAL
SERVICES, INC., as Agent

By:  _____
Name:
Title:

Michael Maehan
Director

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

TRADEMARKS (with Application/Registration numbers, as applicable)

Trademark	Country	Application No.; Registration No.	Reg. Date
BRAETAN	United States	74/028791; 1616850	09-Oct-1990
DAWN LEVY	United States	85/978332; 4290351	12-Feb-2013
DAWN LEVY TWO	United States	86/263158; Pending	N/A; 25-Apr-2014 (Application Date)
DL DAWN LEVY 2 and Design	United States	86/263180; Pending	N/A; 25-Apr-2014 (Application Date)
DLD (Stylized)	United States	85/242290; 4214750	25-Sep-2012
DONNYBROOK	United States	74/081510; 1645347	21-May-1991
GENERATION NXT	United States	77/731154; 3874290	09-Nov-2010
HALIFAX TRADERS	United States	85/864196; Suspended	01-Mar-2013
POLAR VORTEX	United States	86/177061; Suspended	28-Jan-2014