

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM309388

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Eminent, Inc.		06/24/2014	CORPORATION: DELAWARE
Forward by Elyse Walker, LLC		06/24/2014	LIMITED LIABILITY COMPANY: CALIFORNIA
Alliance Apparel Group, Inc.	FORMERLY Lovers and Friends, Inc.	06/24/2014	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Bank of the West		
<b>Street Address:</b>	2527 Camino Ramon		
<b>City:</b>	San Ramon		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	94583		
<b>Entity Type:</b>	CORPORATION: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	85060880	REVOLVE CLOTHING	
<b>Serial Number:</b>	85820370	LOVERS AND FRIENDS	
<b>Serial Number:</b>	85820528	LOVERS + FRIENDS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2136208816		
<i>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.</i>			
<b>Phone:</b>	213-622-5555		
<b>Email:</b>	trademarks@allenmatkins.com		
<b>Correspondent Name:</b>	Pauline M. Stevens, Esq.		
<b>Address Line 1:</b>	515 South Figueroa Street, 9th Floor		
<b>Address Line 4:</b>	Los Angeles, CALIFORNIA 90071		
<b>ATTORNEY DOCKET NUMBER:</b>	371507-00209		
<b>NAME OF SUBMITTER:</b>	Gerardo Arteaga, Director of BOTW		
<b>SIGNATURE:</b>	/Gerardo Arteaga/		
<b>DATE SIGNED:</b>	07/01/2014		

CH \$90.00 85060880

**Total Attachments: 6**

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## SECURITY AGREEMENT (TRADEMARKS)

THIS SECURITY AGREEMENT (TRADEMARKS) (the "Security Agreement") is made and dated this 24th day of June, 2014 by and among Eminent, Inc., a Delaware corporation ("Eminent"), Forward by Elyse Walker, LLC, a California limited liability company ("Forward"), and Alliance Apparel Group, Inc., a Delaware corporation ("Alliance Apparel" and, collectively with Eminent and Forward, the "Debtor"), and Bank of the West, a California banking corporation ("Bank").

1. Grant of Security Interest. As collateral security for obligations that Debtor may, from time to time, have to Bank in respect of loans, advances, letters of credit, derivatives and other credit accommodations (the "Obligations") pursuant to the Loan, Guaranty and Security Agreement dated as of June 24, 2014 by and among the Debtor, the guarantors named therein and Bank (as amended supplemented or otherwise modified, the "Loan Agreement"), Debtor hereby grants a security interest to Bank in all of Debtor's right, title and interest in all Collateral (as defined in the Loan Agreement) consisting of the following (the "Trademark Collateral"), whether now owned or hereafter acquired: (a) the trademarks described on Schedule 1 to this Security Agreement and all other trademarks; (b) all rights to license and to use the Trademark Collateral; (c) all right (but not the obligation) to register with respect to the Trademark Collateral claims under any state, federal or foreign trademark law or regulation; (d) all rights, claims and interests under licensing or other contracts pertaining to the Trademark Collateral; (e) all goodwill and general intangibles associated with the Trademark Collateral; (f) all rights (but not the obligation) to maintain claims for past, present and future infringements of the Trademark Collateral and the right to enforce the same; and (g) all products and proceeds of any of the foregoing.

2. No Present Assignment. Neither this Security Agreement, nor any other document, instrument or agreement creates or is intended to create a present assignment of the Trademark Collateral. Subject to the rights and security interest of Bank, it is the intention of the parties hereto that Debtor continue to own the Trademark Collateral.

3. Representations and Warranties. Debtor hereby represents and warrants to Bank that Debtor has good and marketable title to the Trademark Collateral and has granted to Bank a first priority perfected security interest therein, subject to Permitted Liens (as defined in the Loan Agreement).

4. Covenants. Debtor hereby agrees, at no cost or expense to Bank: (a) to do all commercially reasonable acts (other than acts which are required to be done by Bank) that may be necessary to maintain, preserve and protect the Trademark Collateral and the first priority perfected security interest of Bank therein; (b) not to use or permit any Trademark Collateral to be used unlawfully or in violation of any provision of this Security Agreement or any law, rule, regulation, order, writ, judgment, injunction, decree or award binding on Debtor or affecting any of the Trademark Collateral or any contractual obligation affecting any of the Trademark Collateral, in each case, to the extent such use could reasonably be expected to have a Material Adverse Effect under and as defined in the Loan Agreement; (c) to pay promptly when due all taxes, assessments, charges, encumbrances and liens now or hereafter imposed upon or affecting any Trademark Collateral, other than any taxes, assessments, charges, encumbrances or liens not yet due or being contested in good faith and with respect to which proper reserves have been taken by Debtor; (d) to appear in and defend any action or proceeding which may materially affect its title to or Bank's interest in the Trademark Collateral; (e) except for licenses in effect on the date of this Security Agreement and licenses or other dispositions between and among the Members of the Combined Group (as defined in the Loan Agreement), not sell or license any Trademark Collateral without the prior written consent of Bank; (f) to keep accurate and complete records of the Trademark Collateral and to provide Bank with such records and such other reports and information relating to the Trademark Collateral as Bank may reasonably request from time to time; (g) promptly upon acquisition of rights in trademarks registered with the United States Patent and Trademark Office, to notify Bank and cause to be executed, delivered and recorded supplements to this Security Agreement, and/or such other documents and agreements as Bank may reasonably require to establish and to maintain a first priority perfected security interest in the Trademark Collateral; (h) unless it shall reasonably and in good faith determine that such Trademark Collateral is of negligible economic value to

Debtor, not (i) fail to continue to use any of the trademarks in order to maintain all of the trademarks in full force free from any claim of abandonment for non-use, (ii) fail to maintain as in the past the quality of products and services offered under all of the trademarks, (iii) fail to employ all of the trademarks registered with any federal or state or foreign authority with an appropriate notice of such registration, (iv) adopt or use any other trademark which is confusingly similar or a colorable imitation of any of the trademarks, (v) use any of the trademarks registered with any federal or state or foreign authority except for the uses for which registration or application for registration of the trademarks has been made, or (vi) do or permit any act or knowingly omit to do any act whereby any of the trademarks may lapse or become invalid or unenforceable; (i) notify Bank immediately if it knows that any application or registration relating to any material item of the Trademark Collateral may become abandoned or dedicated to the public or placed in the public domain or invalid or unenforceable, or of any adverse determination or development (including the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office or any foreign counterpart thereof or any court) regarding Debtor's ownership of any material portion of the Trademark Collateral, its right to register the same or to keep and maintain and enforce the same; (j) not file, or suffer to be filed, an application for the registration of any trademark with the United States Patent and Trademark Office, unless it promptly informs Bank, and upon request of Bank, executes and delivers any and all agreements, instruments, documents and papers as Bank may reasonably request to evidence Bank's security interest in such Trademark Collateral and the goodwill and general intangibles of Debtor relating thereto or represented thereby; and (k) Bank may file or record this Security Agreement with the United States Patent and Trademark Office and also may file financing statements in all locations deemed appropriate by Bank from time to time, and in connection with the filing of such financing statements, Debtor acknowledges and agrees that Bank may utilize a general description of the Trademark Collateral.

5. Reserved.

6. Remedies.

(a) At any time an Event of Default under and as defined in the Loan Agreement has occurred and is continuing, unless Bank has otherwise agreed to forbear in the exercise of remedies, Bank may, without notice to or demand on Debtor and in addition to all rights and remedies available to Bank with respect to the Obligations, at law, in equity or otherwise, do any one or more of the following: (i) foreclose or otherwise enforce Bank's security interest in any manner permitted by law or provided for in this Security Agreement; (ii) sell, lease, license or otherwise dispose of any Trademark Collateral at one or more public or private sales at Bank's place of business or any other place or places, including, without limitation, any broker's board or securities exchange, whether or not such Trademark Collateral is present at the place of sale, for cash or credit or future delivery, on such terms and in such manner as Bank may determine; (iii) recover from Debtor all costs and expenses, including, without limitation, reasonable attorneys' fees, incurred or paid by Bank in exercising any right, power or remedy provided by this Security Agreement; (iv) require Debtor to assemble the Trademark Collateral and make it available to Bank at a place to be designated by Bank; (v) enter onto property where any Trademark Collateral is located and take possession thereof with or without judicial process; (vi) prior to the disposition of the Trademark Collateral, store, process, repair or recondition it or otherwise prepare it for disposition in any manner, but in no event shall Bank be obligated to do so, and to the extent Bank deems appropriate and in connection with such preparation and disposition, without charge, use any trademark, tradename, copyright, patent or technical process used by Debtor; and (iv) in connection with the disposition of any Trademark Collateral, disclaim any warranty relating to title, possession or quiet enjoyment.

(b) Unless the Trademark Collateral is perishable or threatens to decline speedily in value or is of a type customarily sold on a recognized market, Debtor shall be given ten (10) Business Days' prior notice of the time and place of any public sale or of the time after which any private sale or other intended disposition of Trademark Collateral is to be made pursuant to this Security Agreement, which notice Debtor hereby agrees shall be deemed reasonable notice thereof.

(c) Upon any sale or other disposition pursuant to this Security Agreement, Bank shall have the right to deliver, assign and transfer to the purchaser thereof the Trademark Collateral or

portion thereof so sold or disposed of. Each purchaser at any such sale or other disposition (including Bank) shall hold the Trademark Collateral free from any claim or right of whatever kind, including any equity or right of redemption of Debtor, and Debtor specifically waives (to the extent permitted by law) all rights of redemption, stay or appraisal which it has or may have under any rule of law or statute now existing or hereafter adopted.

(d) Any deficiency with respect to the Obligations exists after the disposition or liquidation of the Trademark Collateral shall be a continuing liability of Debtor to Bank and shall be payable in accordance with the Loan Agreement.

(e) If any non-cash proceeds are received in connection with any sale or disposition of any Trademark Collateral, Bank shall not apply such non-cash proceeds to the Obligations unless and until such proceeds are converted to cash; provided, however, that if such non-cash proceeds are not expected on the date of receipt thereof to be converted to cash within one year after such date, Bank shall use commercially reasonable efforts to convert such non-cash proceeds to cash within such one year period.

(f) Debtor expressly waives to the extent permitted under applicable law any constitutional or other right to a judicial hearing prior to the time Bank takes possession or disposes of the Trademark Collateral.

(g) Debtor agrees that Bank may exercise its rights of setoff with respect to the Obligations in the same manner as if the Obligations were unsecured.

7. Miscellaneous. The rights, powers and remedies of Bank under this Security Agreement shall be in addition to all rights, powers and remedies given to Bank by virtue of any statute or rule of law or any other agreement, all of which rights, powers and remedies shall be cumulative and may be exercised successively or concurrently without impairing Bank's security interest in the Trademark Collateral. Any delay or failure by Bank to exercise any right, power or remedy shall not constitute a waiver thereof by Bank, and no single or partial exercise by Bank of any right, power or remedy shall preclude other or further exercise thereof or any exercise of any other rights, powers or remedies. This Security Agreement and the Loan Agreement (the "Documents") embody the entire agreement and understanding between the parties hereto and supersede all prior agreements and understandings relating to the subject matter hereof and thereof. All representations, warranties, covenants and agreements contained herein and in the other Documents of Debtor shall survive the termination of this Agreement and shall be effective until the Obligations are paid in full (other than contingent indemnification obligations). This Security Agreement shall be governed by and construed in accordance with the laws of the State of California without giving effect to its choice of law rules. This Security Agreement may be executed in any number of counterparts, all of which together shall constitute one agreement. The illegality or unenforceability of any provision of this Security Agreement or any instrument or agreement required hereunder or thereunder shall not in any way affect or impair the legality or enforceability of the remaining provisions hereof or thereof.

IN WITNESS WHEREOF, the parties to this Security Agreement have caused it to be executed the date and year first above written.

**EMINENT, INC.**

By:   
Name: Mike Wilhelms  
Title: Chief Financial Officer

**FORWARD BY ELYSE WALKER, LLC**

By:   
Name: Mike Wilhelms  
Title: Chief Financial Officer

**ALLIANCE APPAREL GROUP, INC.**

By:   
Name: Mike Wilhelms  
Title: Chief Financial Officer

**BANK OF THE WEST**

By: \_\_\_\_\_  
Name: Gerardo Arteaga  
Title: Director

IN WITNESS WHEREOF, the parties to this Security Agreement have caused it to be executed the date and year first above written.

**EMINENT, INC.**

By: \_\_\_\_\_  
Name: Mike Wilhelms  
Title: Chief Financial Officer

**FORWARD BY ELYSE WALKER, LLC**

By: \_\_\_\_\_  
Name: Mike Wilhelms  
Title: Chief Financial Officer

**ALLIANCE APPAREL GROUP, INC.**

By: \_\_\_\_\_  
Name: Mike Wilhelms  
Title: Chief Financial Officer

**BANK OF THE WEST**

By:  \_\_\_\_\_  
Name: Gerardo Arteaga  
Title: Director

**SCHEDULE 1 TO SECURITY AGREEMENT (TRADEMARKS)**

<b>WORD/MARK</b>	<b>SERIAL NUMBER</b>	<b>FILING DATE</b>	<b>REGISTRATION DATE</b>	<b>REGISTRATION NUMBER</b>
Revolve Clothing	85/060,880	June 11, 2010	January 25, 2011	3911024
LOVERS AND FRIENDS	85/820,370	January 10, 2013	N/A	N/A
LOVERS AND FRIENDS	85/820,528	January 10, 2013	N/A	N/A