

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM311410

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ALFRED ANGELO NEWCO, INC.		07/05/2014	CORPORATION: DELAWARE
BRIDESMART, L.P.		07/05/2014	LIMITED PARTNERSHIP: TEXAS
DJ FASHIONS, LLC		07/05/2014	LIMITED LIABILITY COMPANY: NEW YORK

RECEIVING PARTY DATA

Name:	FSJC V, LLC, as Administrative Agent
Street Address:	1700 East Putnam Avenue, Suite 207
City:	Old Greenwich
State/Country:	CONNECTICUT
Postal Code:	06870
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 15

Property Type	Number	Word Mark
Registration Number:	3416173	DREAM IN COLOR
Registration Number:	3374327	FOR BRIDES WHO DREAM IN COLOR
Registration Number:	3313825	ANGELO ANGELS
Registration Number:	3842846	PURELY ALFRED ANGELO
Registration Number:	3475447	ALFRED ANGELO SAPPHIRE
Registration Number:	3372495	ALFRED ANGELO BRIDAL
Registration Number:	2558174	ALFRED ANGELO
Registration Number:	2318229	ZUM ZUM
Registration Number:	2576377	ALFRED ANGELO
Registration Number:	1365681	ALFRED ANGELO
Registration Number:	1386837	PICCIONE
Serial Number:	86125667	BRIDES LIKE US
Serial Number:	86125657	BRIDES LIKE US
Registration Number:	3653647	LOUISE BLUM
Registration Number:	1558125	SHERI MARTIN

CH \$390.00 3416173

CORRESPONDENCE DATA**Fax Number:** 6175269899*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.***Phone:** 6175269628**Email:** cslattery@proskauer.com**Correspondent Name:** Christine Slattery**Address Line 1:** Proskauer Rose LLP**Address Line 2:** One International Place**Address Line 4:** Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER:	69026/003
NAME OF SUBMITTER:	Christine Slattery
SIGNATURE:	/Christine Slattery/
DATE SIGNED:	07/22/2014

Total Attachments: 23

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AA INTELLECTUAL PROPERTY SECURITY AGREEMENT

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “**Security Agreement**”) is made effective as of the 5th day of July, 2014 by and between ALFRED ANGELO NEWCO, INC., a Delaware corporation (“**Newco**”), BRIDESMART, L.P., a Texas limited partnership (“**Bridesmart**”) and DJ FASHIONS, LLC, a New York limited liability company (“**DJ**”, and together with Alfred Angelo and Bridesmart, each a “**Grantor**” and collectively “**Grantors**”) and FSJC V, LLC (“**Administrative Agent**”).

BACKGROUND

A. Pursuant to that certain Loan and Security Agreement dated as of July 5, 2014 by and among **Newco**, as a borrower, any Subsidiary of Newco that becomes a borrower thereunder pursuant to Section 8.5 thereof (together with Newco, collectively, “**Borrowers**” and, each individually, “**Borrower**”), ALFRED ANGELO NEWCO HOLDING, LLC, as a guarantor (individually, “**Holdings**” or “**Guarantor**” and, together with Borrowers, collectively, the “**Loan Parties**”), Administrative Agent, Line Agent and the Lenders party thereto (such Loan and Security Agreement, as heretofore or hereafter amended, modified or restated, being referred to herein as the “**Loan Agreement**”), Lenders agreed to extend to Borrowers certain credit facilities subject to the terms and conditions as set forth therein.

B. The Loan Agreement provides, *inter alia*, that each Grantor will grant to Administrative Agent a security interest in all of such Grantor’s assets, including, without limitation, its Intellectual Property (as defined below).

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

1. **Definitions.** All capitalized terms not otherwise defined below or herein shall have the meanings set forth in the Loan Agreement:

“**Copyrights**” means (a) all rights and interests in copyrights, works protectable by copyright, copyright registrations and copyright applications, works of authorship, and moral rights in any works of authorship anywhere in the world, including all computer programs, operating systems, application systems, hardware or software of any nature whatsoever owned by any Grantor, whether operational, under development or inactive, including all object codes, source codes, modules, technical manuals, user manuals, operating instructions and procedures, in-pu and out-pu formats, program listings, narrative descriptions, program flow charts, file layouts, report layouts, screen layouts and other documentation therefor (including internal notes, memoranda, status evaluations, marketing information and write-ups), and all improvements, modifications, enhancements, new releases and revisions thereof, whether in machine-readable form, programming language or any other language or symbols, and whether stored, encoded, recorded or written on disk, tape, film, memory device, paper or other media of any nature; together with all tangible media upon which any of the foregoing are recorded or encoded, including, without limitation, all chips, disks, tapes, film and paper (b) all extensions, and renewals of any of the foregoing, (c) all income, royalties, damages and payments now and

hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past, present or future infringements, violations, dilutions, or misappropriations thereof, (d) the right to sue for and enforce against all past, present and future infringements, violations, dilutions, or misappropriations thereof, and (e) all rights corresponding thereto throughout the world.

“Domain Names” means (a) all Internet domain names, domain name registrations, and web sites (including web links), (b) all extensions, and renewals of any of the foregoing, (c) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past, present or future infringements, violations, dilutions, or misappropriations thereof, (d) the right to sue for and enforce against all past, present and future infringements, violations, dilutions, or misappropriations thereof, and (e) all rights corresponding thereto throughout the world.

“Intellectual Property” means, collectively, all of the following: (a) all fashion, fabric, and clothing designs and styles; all systems software, applications software and internet rights, including, without limitation, screen displays and formats, program structures, sequence and organization; all documentation for such software, including, without limitation, user manuals, flowcharts, programmer’s notes, functional specifications, and operations manuals; all methods, formulas, processes, ideas and know-how embodied in any of the foregoing, all program materials, flowcharts, information contained on computer disks or tapes, literature, reports, catalogs, databases, blueprints, plans, patterns, drawings, specifications, designs, manufacturing or processing rights, customer lists, route lists; and all notes and outlines created in connection with any of the foregoing or with respect to any research and development, whether or not protected under copyright, patent, or trademark law, (b) concepts, discoveries, inventions, improvements and ideas, (c) any useful information relating to the items described in clause (a) or (b), including know-how, technology, engineering drawings, reports, design information, practices, laboratory notebooks, specifications, test procedures, maintenance manuals, research, development, manufacturing, marketing, merchandising, selling, purchasing and accounting, (d) Trade Secrets, Domain Names, Publicity Rights, Patents, Copyrights and Trademarks, and (e) all right to payment, franchises, permits and agreements (including licenses, royalty agreements, covenants not to sue and the right of indemnification) with respect to any rights in or to any of the items described in the foregoing clauses (a)-(d) or rights to make, have made, use, import, export, prepare for sale, sell, distribute, market and advertise any inventory now or hereafter owned by Grantor or now or hereafter covered by such right to payment, franchises, permits and agreements (all of clause (e) collectively, **“Licenses”**), (f) all physical embodiments of any of the items described in the foregoing clauses (a)-(d), (g) all income, royalties, damages and payments now and hereafter due and/or payable with respect to any of the items described in the foregoing clauses (a)-(d), including, without limitation, damages and payments for past, present or future infringements, violations, dilutions, or misappropriations thereof, (h) the right to sue for and enforce against all past, present and future infringements, violations, dilutions, or misappropriations of any of the items described in the foregoing clauses (a)-(d), and (i) all rights corresponding to any of the foregoing throughout the world.

“Licenses” has the meaning set forth in the definition of Intellectual Property.

“Patents” means (a) all patents, rights and interests in patents, patent disclosures, patentable inventions and patent applications anywhere in the world, (b) all improvements thereto, reissues, continuations (in whole or in part), divisionals, reexaminations and renewals and extensions of any of the foregoing, (c) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past, present or future infringements, violations, dilutions, or misappropriations thereof, (d) the right to sue for and enforce against all past, present and future infringements, violations, dilutions, or misappropriations thereof, and (e) all rights corresponding thereto throughout the world.

“Publicity Rights” means (a) all rights of publicity, privacy, or personality, and any other rights to the name, likeness, voice, image, portrait, signature, or other characteristics of a Person currently living or deceased (including rights in consents to use a Person’s name, portrait, or signature as or as part of a Trademark), whether enforceable under statute, contract, common law, tort, or any other legal theory, (b) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past, present or future infringements, violations, dilutions, or misappropriations thereof, (c) the right to sue for and enforce against all past, present and future infringements, violations, dilutions, or misappropriations thereof, and (d) all rights corresponding thereto throughout the world.

“Trademarks” means all (a) service marks, trademarks, rights and interests in trademarks, service mark and trademark registrations, trade names, trademark applications, corporate names, company names, business names, fictitious business names, trade styles, trade dress, brand names, logos, other business identifiers, together with translations, adaptations, derivations and combinations thereof, prints and labels on which any of the foregoing have appeared or appear, whether registered or unregistered, all registrations and recordings thereof, and all applications in connection therewith anywhere in the world, and all goodwill attendant thereto, (b) all extensions and renewals of any of the foregoing, (c) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past, present or future infringements, violations, dilutions, or misappropriations thereof, (d) the right to sue for and enforce against all past, present and future infringements, violations, dilutions, or misappropriations thereof, (e) all rights corresponding thereto (including the goodwill) throughout the world.

“Trade Secrets” means collectively all technical data, engineering drawings, reports, designs, practices, laboratory notebooks, specifications, test procedures, maintenance manuals, and information relation to research, development, manufacturing, marketing, merchandizing, selling, purchasing and accounting, which derives economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can derive economic value from its disclosure or use.

2. **Incorporation of Loan Agreement.** The Loan Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto.

3. **Security Interests.** To secure the complete and timely payment and satisfaction of all of the Borrowers’ Obligations, Grantor hereby mortgages and pledges to Administrative

Agent and grants to Administrative Agent a security interest in, as and by way of a first mortgage and security interest having priority over all other security interests, with power of sale, to the extent permitted by law, all of such Grantor's right, title and interest in and to all Intellectual Property, whether now owned or existing or filed or hereafter acquired or arising or filed or hereafter acquired, arising, or filed or in which such Grantor now has or at any time in the future may acquire any right, title or interest, and wherever located or deemed located (collectively the "**Collateral**"), provided, that (A) the security interests granted herein shall not extend to, and the term "Collateral" shall not include, any rights under any License of any Grantor to the extent that the granting of a security interest therein would, under the express terms of such License, (a) be prohibited or restricted or (b) result in a breach of the terms of, constitute a default under or result in a termination of any such lease, instrument, contract or agreement governing such right, unless (x) such prohibition or restriction is not enforceable or is otherwise ineffective under Applicable Law or (y) consent to such security interest has been obtained from any applicable third party; and (B) any United States intent-to-use trademark applications shall not be considered Collateral to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of or render void or result in the cancellation of, any registration issued as a result of such intent-to-use trademark applications under applicable law; provided further, that upon submission and acceptance by the United States Patent and Trademark Office of an amendment to allege use pursuant to 15 U.S.C. Section 1051(d) (or any successor provision), such intent-to-use trademark application shall be considered Collateral.

4. **Restrictions on Future Agreements.** Each Grantor agrees that until all Borrowers' Obligations shall have been satisfied in full and the Loan Agreement shall have been terminated, such Grantor will not, without Administrative Agent's prior written consent, enter into any agreement (including, without limitation, any license or royalty agreement) which is inconsistent with such Grantor's obligations under this Security Agreement or the Loan Agreement and each Grantor further agrees that it will not take any action, or permit any action to be taken by others, subject to its control, including licensees, or fail to take any action, which would affect the validity or enforcement of the rights of Administrative Agent under this Security Agreement.

5. **Representations and Warranties.** Each Grantor represents and warrants that:

5.1 the Patents, Copyrights, Licenses, Trademarks, and Domain Names listed on **Exhibits "A", "B", "C", "D", and "E"**, respectively, constitute all of the Patents, Copyrights, Licenses, Trademarks, and Domain Names now owned by such Grantor;

5.2 such Grantor has not entered into any agreement whereby any present or future Intellectual Property of or developed by such Grantor or its employees is assigned to another Person or is deemed a work-for-hire for another Person;

5.3 none of the Intellectual Property owned by such Grantor is the subject of any material licensing or franchise agreement pursuant to which such Grantor is the licensor or franchisor;

5.4 all Intellectual Property of such Grantor is valid, subsisting, unexpired, un-terminated, enforceable and has not been abandoned;

5.5 no holding, decision or judgment has been rendered by any Governmental Authority that would limit, cancel or question the ownership, validity or enforceability of any Intellectual Property of such Grantor or such Grantor's interest therein;

5.6 no action or proceeding is pending (A) seeking to limit, affect, cancel or question the ownership, validity or enforceability of any Intellectual Property of such Grantor or that could be reasonably expected to have an adverse effect on the value of any such Intellectual Property, or (B) alleging that any use by such Grantor, its agents or licensees of any such Intellectual Property infringes, dilutes, misappropriates, or otherwise violates any Intellectual Property or any right of any third party, or (C) alleging that any Intellectual Property of such Grantor is being licensed, sublicensed or used in violation of any Intellectual Property or any other right of any third party;

5.7 all applications pertaining to the Domain Names, Copyrights, Patents and Trademarks of such Grantor have been duly and properly filed and all registrations or letters pertaining to such Domain Name, Copyrights, Patents and Trademarks have been duly and properly filed and issued;

5.8 such Grantor has not made any assignment or agreement, including Licenses, in conflict with the security interest in any Intellectual Property constituting Collateral granted to the Administrative Agent;

5.9 to the best of such Grantor's knowledge, no third party is infringing upon or otherwise violating any rights in any Intellectual Property owned or used by such Grantor or any of its respective licensees; and

5.10 to the best of such Grantor's knowledge, the operations of such Grantor and its affiliates do not infringe, dilute, misappropriate, or otherwise violate any Intellectual Property of any third party.

6. **New Intellectual Property.** If, before all Borrowers' Obligations shall have been satisfied in full and the Loan Agreement shall have been terminated, any Grantor shall (i) obtain rights to any new patentable inventions, trademarks, trademark registrations, tradenames, copyrights or licenses, or (ii) become entitled to the benefit of any Intellectual Property, Intellectual Property application, Intellectual Property registration or license renewal, or patent for any reissue, division, continuation, renewal, extension, or continuation-in-part of any Patent or any improvement on any Patent, the provisions of **Article 3** above shall automatically apply thereto and such Grantor shall give to Administrative Agent prompt written notice thereof. Each Grantor hereby authorizes Administrative Agent to modify this Security Agreement by amending **Exhibit "A", "B", "C", "D", and/or "E"**, as applicable, to include any future Intellectual Property which are Patents, Copyrights, Licenses, Trademarks or Domain Names, as applicable, under **Article 3** above or under this **Section 6**. Each Grantor hereby agrees to provide to Administrative Agent such assignment or other documentation as Administrative Agent may

request to record Administrative Agent's lien on such future Patents, Copyrights, Licenses, Trademarks or Domain Names.

7. **License; Royalties; Term.** Upon the occurrence and during the continuance of an Event of Default, each Grantor hereby grants to the Administrative Agent a transferrable, irrevocable (except as provided for under **Section 9**), worldwide, royalty-free, fully-paid right and license to use such Grantor's Intellectual Property, with the right to sublicense others to do the same, in connection with the enforcement of Administrative Agent's rights hereunder and under the Loan Agreement, but only to the extent any license or agreement granting such Grantor rights in such Intellectual Property do not prohibit such use by Administrative Agent. With respect to any licenses granted to Administrative Agent in or to any Grantor's Licenses in this Security Agreement or the Loan Agreement, such licenses shall include the right for Administrative Agent and its licensee to exercise all rights which such Grantor could exercise under such Licenses. With respect to any licenses granted to Administrative Agent in or to any Grantor's Trademarks in this Security Agreement or the Loan Agreement, Administrative Agent shall make commercially reasonable efforts to maintain the quality of products in connection with such use of such Trademarks, consistent with the quality of said products as of the date hereof in all material respects. Each Grantor hereby agrees that the use by Administrative Agent of all Intellectual Property as described in this Security Agreement and the Loan Agreement shall be worldwide and without any liability for royalties or other related charges from Administrative Agent to such Grantor. The term of the security interest granted herein shall extend until the earlier of (i) the expiration of each of the respective Intellectual Property hereunder, or (ii) the date on which all Borrowers' Obligations have been paid in full in cash and the Loan Agreement is terminated.

8. **Administrative Agent's Right to Inspect.** Administrative Agent shall have the right, during normal business hours and upon reasonable prior notice to the applicable Grantor, to inspect such Grantor's premises and to examine such Grantor's books, records and operations, including, without limitation, such Grantor's quality control processes. Each Grantor agrees that Administrative Agent, or a conservator appointed by Administrative Agent, shall have the right to establish such additional reasonable product quality controls as Administrative Agent, or said conservator, in its sole judgment, may deem necessary to assure maintenance of the quality of products sold by such Grantor under the Trademarks. Each Grantor agrees (i) not to sell or assign its interest in, or agree that any of its Intellectual Property rights are a work-made-for-hire for another Person, or grant any license under, the Intellectual Property of such Grantor, without the prior written consent of Administrative Agent; (ii) to maintain the quality of any and all products in connection with which the Trademarks and/or Copyrights of such Intellectual Property are used, consistent with quality of said products as of the date hereof; (iii) not to adversely change the quality of said products without Administrative Agent's express written consent; and (iv) to provide Administrative Agent, upon request, with a certificate of an officer of such Grantor certifying such Grantor's compliance with the foregoing.

9. **Termination.** This Security Agreement is made for collateral purposes only. Upon payment in full of all Borrowers' Obligations and termination of the Loan Agreement, Administrative Agent shall execute and deliver to Grantors a termination of Administrative Agent's security interest granted herein and all deeds, assignments and other instruments as may

be necessary or proper to re-vest in Grantors full title to the Intellectual Property, subject to any disposition thereof which may have been made by Administrative Agent pursuant hereto.

10. **Duties of Grantor.** Each Grantor shall have the duty (a) to prosecute diligently any Intellectual Property application pending as of the date hereof or thereafter until all Borrowers' Obligations shall have been paid in full in cash and the Loan Agreement is terminated, to maintain and pursue each application (and to obtain the relevant registration) and to maintain each registration of the Intellectual Property, including, without limitation, filing of applications for renewal, affidavits of use and affidavits of incontestability, (b) to make application on unpatented but patentable inventions and on trademarks and copyrights, as appropriate, and (c) to preserve and maintain all rights in Domain Names, patent applications and patents of the Patents, in trademark applications, trademarks and trademark registrations of the Trademarks and in copyright applications and copyrights of the Copyrights. Any expenses incurred in connection with such applications shall be borne by Grantors. No Grantor shall abandon any right to file a patent, trademark or copyright application, or any pending patent, trademark or copyright application or any Intellectual Property without the consent of the Administrative Agent, which consent shall not be unreasonably withheld. Each Grantor shall cause its affiliates, licensees, sublicensees, employees, agents, and contractors to be bound by written agreements or policies sufficient to give effect to all terms and conditions of this Agreement, and their exhibits, addendums and attachments hereto and thereto.

11. **Consents.** Each Grantor has obtained or made as of the Closing Date and shall obtain and make all necessary authorizations and consents, filings or other actions ("**Consents**") required for (a) the grant by such Grantor of the rights granted herein, including the granting of the security interest and license in and to the Collateral granted hereby or for the execution, delivery or performance of this Security Agreement or the Loan Agreement by such Grantor, (b) the perfection of such security interest (to the extent such security interest can be perfected by filing under the UCC, or by filing an appropriate notice with the United States Patent and Trademark Office or the United States Copyright Office); (c) the exercise by the Administrative Agent or any of the Lenders of the rights and remedies provided for in this Security Agreement or the Loan Agreement; and (d) the application for and maintenance of the Intellectual Property of such Grantor. Such Consents shall remain in full force and effect during the existence of such security interests. Such Consents shall include (A) the consent to use the Publicity Rights of a Person in such Intellectual Property, and (B) providing notices and other information, and licensor consent for Licenses as required by such Licenses. Such Grantor shall be solely responsible for paying all fees related to such Consents. If such Consent requires information including documentation from or about Administrative Agent or its designee, such Grantor shall cooperate with and assist Administrative Agent in providing such information in the form and substance required by such Consent, but in no case shall any Grantor provide confidential information of Administrative Agent or its designee without requiring confidentiality obligations of third party recipients of such information adequate to protect the confidential nature of such information.

12. **Recordation.** Administrative Agent may, without further notice to or consent of any Grantor, immediately record all assignments and other agreements previously executed and delivered to Administrative Agent by any Grantor and/or execute and record with all applicable offices (including, without limitation, the Patent and Trademark Office). Upon an Event of

Default, each Grantor hereby authorizes and agrees that Administrative Agent may, through the power of attorney granted in **Section 17** hereof, irrevocably execute and deliver in such Grantor's name any and all such assignments (including absolute assignments of all rights, title and interest of such Grantor in and to the Patents, Copyrights, Licenses, Trademarks and other Collateral) and agreements and to take any and all other actions in such Grantor's name as Administrative Agent shall deem reasonable or appropriate to transfer and convey all right, title and interest of such Grantor in and to the Collateral to Administrative Agent or any other person or entity selected by Administrative Agent.

13. **Administrative Agent's Right to Sue.** Administrative Agent shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Intellectual Property of any Grantor, and, if Administrative Agent shall commence any such suit, each Grantor shall, at the request of Administrative Agent, do any and all lawful acts and execute any and all proper documents required by Administrative Agent in aid of such enforcement and each Grantor shall promptly, upon demand, reimburse and indemnify Administrative Agent for all costs and expenses incurred by Administrative Agent in the exercise of its rights under this **Section 13**.

14. **Waivers.** No course of dealing between any Grantor and Administrative Agent, nor any failure to exercise, nor any delay in exercising, on the part of Administrative Agent, any right, power or privilege hereunder or under the Loan Agreement 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.

15. **Severability.** The provisions of this Security Agreement are severable, and if any clause or provision shall be 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.

16. **Modification.** This Security Agreement cannot be altered, amended or modified in any way, except as specifically provided in **Section 6** hereof or by a writing signed by the parties hereto.

17. **Cumulative Remedies; Power of Attorney; Effect on Loan Agreement.** All of Administrative Agent's rights and remedies with respect to the Intellectual Property of Grantors, whether established hereby or by the Loan Agreement, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Each Grantor hereby authorizes Administrative Agent to make, constitute and appoint any officer or agent of Administrative Agent as Administrative Agent may select, in its sole discretion, as such Grantor's true and lawful attorney-in-fact, with power to (i) following an Event of Default, endorse such Grantor's name on all applications, documents, papers and instruments necessary or reasonably desirable for the Administrative Agent to protect, evidence, perfect or enforce its security interest in such Intellectual Property, (ii) following an Event of Default, take any other actions with respect to such Intellectual Property as the Administrative Agent reasonably deems in the best interest of the Administrative Agent, (iii) following an Event of Default, grant or issue

any exclusive or non-exclusive license under the such Intellectual Property to anyone, including Administrative Agent, and/or (iv) following an Event of Default, assign, pledge, convey or otherwise transfer title in or dispose of the such Intellectual Property to anyone, including Administrative Agent. Following an Event of Default, Administrative Agent may act under such power of attorney to take the actions referenced in **Section 6**. Administrative Agent hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until all Borrowers' Obligations shall have been paid in full in cash and the Loan Agreement shall have been terminated. Each Grantor acknowledges and agrees that this Security Agreement is not intended to limit or restrict in any way the rights and remedies of Administrative Agent under the Loan Agreement but rather is intended to facilitate the exercise of such rights and remedies given it by the terms of this Security Agreement, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the such Intellectual Property may be located.

18. **Binding Effect; Benefits.** This Security Agreement shall be binding upon each Grantor and its successors and assigns, and shall inure to the benefit of Administrative Agent, its nominees, successors and assigns.

19. **Governing Law.** This Security Agreement shall be governed by and construed in accordance with the laws of the state of New York. Without limiting the generality of **Section 2**, the parties agree to the provisions of **Section 18** of the Loan Agreement.

20. **Assignment.** In addition to the rights granted in **Section 20.6** of the Loan Agreement, Administrative Agent shall have the right to assign and transfer its rights in any licenses granted to Administrative Agent herein to any successor in interest to this Security Agreement.

21. **Results of Negotiation.** Each of the Grantors acknowledges that each has been represented by counsel or has had sufficient opportunity to consult with counsel of such Grantor's choice in connection with the execution and delivery of this Security Agreement and that the terms and conditions of this Security Agreement are the result of negotiation between the parties hereto. The Grantors further acknowledge that they have knowingly waived their right to (i) trial by jury and (ii) certain other rights as set forth in detail above. Grantors acknowledge that such waivers and consents constitute a material inducement for Administrative Agent and Lenders to enter into this Security Agreement and they have been fully advised of the consequences of such provisions by their counsel.

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IN WITNESS WHEREOF, the parties hereto have duly executed this Security Agreement the day and year first above written.

ALFRED ANGELO NEWCO, INC.

By: Vanessa McIntosh
Name: Vanessa McIntosh
Title: Chief Financial Officer

BRIDESMART, L.P.

By: _____
Name: Paul Quentel
Title: Chief Executive Officer

DJ FASHIONS, LLC

By: _____
Name: Paul Quentel
Title: Chief Executive Officer

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

[Signature Page - Alfred Angelo IP Security Agreement]

TRADEMARK
REEL: 005327 FRAME: 0102

IN WITNESS WHEREOF, the parties hereto have duly executed this Security Agreement the day and year first above written.

ALFRED ANGELO NEWCO, INC.

By: _____
Name: Vanessa McIntosh
Title: Chief Financial Officer

BRIDESMART, L.P.

By:  _____
Name: Paul Quentel
Title: Chief Executive Officer


DJ FASHIONS, LLC

By:  _____
Name: Paul Quentel
Title: Chief Executive Officer

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

[Signature Page - Alfred Angelo IP Security Agreement]

FSJC V, LLC, as Administrative Agent

By:  _____
Name: Stephen J. Czech
Title: Executive Officer

[Signature Page - Alfred Angelo IP Security Agreement]

TRADEMARK
REEL: 005327 FRAME: 0104

IN WITNESS WHEREOF, the parties hereto have duly executed this Security Agreement the day and year first above written.

ALFRED ANGELO NEWCO, INC.

By: _____
Name: Vanessa McIntosh
Title: Chief Financial Officer

BRIDESMART, L.P.

By: _____
Name: Paul Quentel
Title: Chief Executive Officer

DJ FASHIONS, LLC

By: _____
Name: Paul Quentel
Title: Chief Executive Officer

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

FSJC V, LLC, as Administrative Agent

By: _____

Name: Stephen J. Czech

Title: Executive Officer

[Signature Page - Alfred Angelo IP Security Agreement]

TRADEMARK
REEL: 005327 FRAME: 0106

EXHIBIT "A"

TO

INTELLECTUAL PROPERTY SECURITY AGREEMENT

Patents

None

EXHIBIT “B”

TO

INTELLECTUAL PROPERTY SECURITY AGREEMENT

Copyrights

Copyright Registration No, PA0000270107 – “The Glamorous Bridal Business”

EXHIBIT "C"

TO

INTELLECTUAL PROPERTY SECURITY AGREEMENT

Licenses

1. License Agreement between Disney Consumer Products, Inc. and Alfred Angelo, Inc. dated July 1, 2010 (Contract No. 1265494625).
2. Royalty and Sourcing Agreement, dated January 1, 2008, between Alfred Angelo, Inc. and Piccione Fashions, Ltd. Alfred Angelo receives 10% royalty on PFL net sales. Angelo also received a 10% sourcing fee for the cost of all finished goods inventory purchases. In return, PFL is licensed to market Angelo's products using Angelo's tradename. Angelo uses existing network of sourcing to acquire finished goods product on PFL's behalf.
3. Royalty and Sourcing Agreement, dated January 1, 2010, between Alfred Angelo, Inc. and Alfred Angelo (Australia) Pty. Ltd. AAI receives a 10% royalty on AA Australia's net sales. Angelo also receives a 10% sourcing fee for the cost of all finished goods inventory purchases. In return, AA Australia is licensed to market Angelo's products using Angelo's tradename. Angelo uses existing network of sourcing to acquire finished goods product on AA Australia's behalf.

EXHIBIT "D"

TO

INTELLECTUAL PROPERTY SECURITY AGREEMENT

Trademarks

<u>International Marks</u>					
<u>Word Mark</u>	<u>US Reg. Number</u>	<u>Int'l Reg. Number</u>	<u>Regis. Date</u>	<u>Owner</u>	<u>COUNTRY</u>
ALFRED ANGELO	1365681	975597	1-Aug-2008	Alfred Angelo Newco, Inc.	China (Madrid Protocol)
ALFRED ANGELO		TMA179694	26-Nov-1971	Alfred Angelo Newco, Inc.	Canada
ALFRED ANGELO		E2197663	24-Apr-2001	Alfred Angelo Newco, Inc.	European Community
ALFRED ANGELO		910307	5-Jun-1967	Alfred Angelo Newco, Inc.	England
PURELY ALFRED ANGELO		2523002	4-Aug-2009	Alfred Angelo Newco, Inc.	England
ALFRED ANGELO		659554	18-Mar-1998	Alfred Angelo Newco, Inc.	Australia

US MARKS

<u>Word Mark</u>	<u>Serial Number</u>	<u>Reg. Number</u>	<u>Regis. Date</u>	<u>Owner</u>	<u>Live/Dead</u>
DREAM IN COLOR	78924731	3416173	22-Apr-08	Alfred Angelo Newco, Inc.	LIVE
FOR BRIDES WHO DREAM IN COLOR	78924886	3374327	22-Jan-08	Alfred Angelo Newco, Inc.	LIVE
ANGELO ANGELS	78689951	3313825	16-Oct-07	Alfred Angelo Newco, Inc.	LIVE
PURELY ALFRED ANGELO	77796471	3842846	31-Aug-10	Alfred Angelo Newco, Inc.	LIVE
ALFRED ANGELO SAPPHIRE	77323757	3475447	29-Jul-08	Alfred Angelo Newco, Inc.	LIVE
ALFRED ANGELO BRIDAL	77186783	3372495	22-Jan-08	Alfred Angelo Newco, Inc.	LIVE
ALFRED ANGELO	76103316	2558174	9-Apr-02	Alfred Angelo Newco, Inc.	LIVE
ZUM ZUM	75530193	2318229	15-Feb-00	Alfred Angelo Newco, Inc.	LIVE
ALFRED ANGELO	75274375	2576377	4-Jun-02	Alfred Angelo Newco, Inc.	LIVE
ALFRED ANGELO	73502680	1365681	15-Oct-85	Alfred Angelo Newco, Inc.	LIVE
PICCIONE	73502681	1386837	18-Mar-86	Alfred Angelo Newco, Inc.	LIVE
BRIDES LIKE US	86125667	n/a	11-nov-2013	Alfred Angelo Newco, Inc.	LIVE
BRIDES LIKE US	86125657	n/a	11-nov-2013	Alfred Angelo Newco, Inc.	LIVE
LOUISE BLUM	77543997	3653647	14-Jul-09	Bridesmart, L.P.	LIVE
SHERI MARTIN	73763567	1558125	26-Sep-89	DJ Fashions	LIVE

EXHIBIT "E"

TO

INTELLECTUAL PROPERTY SECURITY AGREEMENT

Domain Names

<u>Domain Name</u>	<u>Account No.</u>	<u>Private</u>	<u>Expiration Date</u>
alfradangelo.tw	25447962	No	1/29/2014
alfrdangelo.tw	25447962	No	1/29/2014
alfredangelo.biz	25447962	No	5/14/2011
alfredangelo.cc	25447962	No	5/14/2011
alfredangelo.cn.com	25447962	No	1/29/2014
alfredangelo.co.in	25447962	No	1/7/2014
alfredangelo.co.nz	25447962	No	7/9/2012
alfredangelo.com	25447962	Off	10/5/2014
alfredangelo.com.tw	25447962	No	1/29/2014
alfredangelo.de	25447962	No	12/11/2011
alfredangelo.eu	25447962	Yes	1/29/2012
alfredangelo.eu.com	25447962	No	12/11/2011
alfredangelo.in	25447962	No	1/7/2014
alfredangelo.info	25447962	No	5/14/2011
alfredangelo.jp.com	25447962	No	5/14/2011
alfredangelo.kr.com	25447962	No	1/7/2014
alfredangelo.net	25447962	No	5/14/2011
alfredangelo.net.cn	25447962	No	7/11/2011
alfredangelo.org.cn	25447962	No	7/11/2011
alfredangelo.org.tw	25447962	No	1/29/2014
alfredangelo.org.uk	25447962	No	5/14/2011
alfredangelo.tw	25447962	No	1/29/2014
alfredangelo.uk.net	25447962	No	5/14/2011
alfredangelo.us	25447962	No	12/11/2013
alfredangelo.us.com	25447962	No	12/11/2013
alfredangeloz.com	25447962	No	1/6/2014
alfredangelob2b.com	25447962	No	9/22/2011
alfredangelobridal.ca	25447962	No	2/21/2016
alfredangelobridal.co	25447962	No	2/21/2016
alfredangelobridal.co.uk	25447962	No	2/21/2017
alfredangelobridal.com	25447962	No	8/13/2011

<u>Domain Name</u>	<u>Account No.</u>	<u>Private</u>	<u>Expiration Date</u>
alfredangelobridal.eu	25447962	Yes	2/21/2014
alfredangeloca.com	25447962	No	6/6/2011
alfredangeloprom.com	25447962	No	5/6/2011
alfredangeloquince.com	25447962	Yes	8/30/2013
alfredangelostores.com	25447962	No	6/11/2012
alfredangelounitedkingdom.com	25447962	No	6/6/2011
alfredangeloupdates.com	25447962	No	10/8/2012
alfredengelo.tw	25447962	No	1/29/2014
bridesmart.com	25447962	No	6/13/2011
dressmynightout.com	25447962	No	7/26/2012
louiseblum.com	25447962	No	1/17/2013
nikibynikilivas.com	25447962	No	10/31/2012
nikilivas.com	25447962	No	11/5/2012
piccionebridal.com	25447962	No	8/15/2011
zum-zum.biz	25447962	No	3/24/2012
zum-zum.com	25447962	No	9/3/2015
zum-zum.net	25447962	No	3/24/2012
zum-zum.org	25447962	No	3/24/2012
zum-zum.tw	25447962	No	4/13/2012
zum-zum.us	25447962	No	3/24/2012
zum-zumboutique.com	25447962	No	7/26/2012
zumzumboutique.com	25447962	No	7/26/2012