TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM318794

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: Supplement to Intellectual Property Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Golden Sun, Inc.		10/01/2014	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	PNC Bank, National Association		
Street Address:	500 First Avenue		
Internal Address:	Commercial Loan Service Center/DCC		
City:	Pittsburgh		
State/Country:	PENNSYLVANIA		
Postal Code:	15219		
Entity Type:	national banking association: PENNSYLVANIA		

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark	
Registration Number:	0645526	ADORN	
Registration Number:	1269557	MINK DIFFERENCE	
Registration Number:	0884762	THE DRY LOOK	

CORRESPONDENCE DATA

Fax Number: 2158325619

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: 215-569-5619

Email: pecsenye@blankrome.com

Timothy D. Pecsenye **Correspondent Name:** Address Line 1: One Logan Square

8th Floor Address Line 2:

Address Line 4: Philadelphia, PENNSYLVANIA 19103-6998

ATTORNEY DOCKET NUMBER:	074658-13069
NAME OF SUBMITTER:	Timothy D. Pecsenye
SIGNATURE:	/Timothy D. Pecsenye/
DATE SIGNED:	10/02/2014

Total Attachments: 6

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SUPPLEMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT (TRADEMARKS)

This Supplement to Intellectual Property Security Agreement (Trademarks) (the "Supplement"), dated as of October 1, 2014, is by and between **GOLDEN SUN, INC.**, a California corporation ("Grantor") and **PNC BANK, NATIONAL ASSOCIATION**, in its capacity as agent ("Agent") for the Lenders.

BACKGROUND

- A. This Supplement is being delivered in connection with (i) that certain Revolving Credit and Security Agreement dated September 20, 2013 by and among Grantor, as borrower (together with each Person joined as a borrower to the Loan Agreement from time to time, collectively, the "Borrowers" and each a "Borrower"), certain financial institutions which are now or which hereafter become a party thereto as lenders ("Lenders") and Agent (as amended, supplemented, restated, replaced, or otherwise modified from time to time, the "Loan Agreement") and (ii) that certain Intellectual Property Security Agreement (Trademarks) dated September 20, 2013 by Grantor in favor of Agent (as amended, supplemented, restated, replaced, or otherwise modified from time to time, the "IP Security Agreement"). Capitalized terms used but not defined herein shall have the respective meanings given to such terms in, or by reference in, the Loan Agreement.
- B. Pursuant to the Loan Agreement and the IP Security Agreement, Grantor granted to Agent, for the benefit of Lenders, a lien on and security interest in all of Grantor's Trademarks (as defined in the IP Security Agreement).
- C. Grantor has acquired certain additional trademarks and trademark applications set forth on Schedule I attached hereto and made part hereof (collectively, the "Additional Trademarks").
- D. Grantor and Agent desire to execute this Supplement for the purpose of granting, ratifying and confirming Agent's lien on and security interest in the Additional Trademarks, as set forth more fully in the IP Security Agreement, and for recording in the United States Patent and Trademark Office.

NOW THEREFORE, with the foregoing Background hereinafter deemed incorporated by reference and made a part hereof, and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Grantor, intending to be legally bound hereby, covenants and agrees as follows:

1. In consideration of and pursuant to the terms of the Loan Agreement, the IP Security Agreement and the Other Documents and for other good, valuable and sufficient consideration, the receipt of which is hereby acknowledged, and to secure the Obligations, Grantor grants a lien and security interest to Agent for the ratable benefit of Lenders, in all of its present and future right, title and interest in and to the Additional Trademarks and the registration thereof and the right (but not the obligation) to sue for past, present and future infringements, and the proceeds thereof.

- 2. Grantor acknowledges and confirms that the rights and remedies of Agent with respect to the security interest in the Additional Trademarks granted hereby are more fully set forth in the Loan Agreement and the IP Security Agreement, the terms and provisions of which are incorporated herein by reference. All references to the IP Security Agreement contained in the Loan Agreement or the Other Documents shall be deemed, for all purposes, to also refer to and include this Supplement.
- 3. Schedule I to the IP Security Agreement is hereby supplemented by the information contained on Schedule I attached hereto. All references to Schedule I contained in the Loan Agreement, IP Security Agreement or the Other Documents shall be deemed, for all purposes, to also refer to and include Schedule I attached hereto.
- 4. Except as expressly amended by this Supplement, all of the terms, conditions and provisions of the Loan Agreement and the IP Security Agreement are hereby ratified and continue unchanged and remain in full force and effect.
- 5. This Supplement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature by facsimile or PDF shall also bind the parties hereto.

SIGNATURE PAGE FOLLOWS

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first above written.	o nave executed this Supplement on th
	GOLDEN SUN, INC.
3	By: Class Conf Name: Charles Chiles
	Title: <u>VI (460</u>
Acknowledged and Accepted:	
PNC BANK, NATIONAL ASSOCIATION, as Agent	
By:Name:	

[SIGNATURE PAGE TO SUPPLEMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT (TRADEMARKS)]

IN WITNESS WHEREOF, the parties hereto have executed this Supplement on the date first above written.

GOLDEN SUN, INC.

Ву:			
Name:			
Title:			

Acknowledged and Accepted:

PNC BANK, NATIONAL ASSOCIATION,

as Agent

Name: Edwar Title: Vice V

[SIGNATURE PAGE TO SUPPLEMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT (TRADEMARKS)]

CORPORATE ACKNOWLEDGMENT

UNITED STATES OF AMERICA	:
STATE OF Ci,,,,	: SS
COUNTY OF Stanfiel (Lingud)	*

Notary Public

My Commission Expires:

JACKIE E. SERRANO
NOTARY PUBLIC
State of Connecticus
My Commission Expires
October 21, 2018

SCHEDULE I

TRADEMARKS AND TRADEMARK APPLICATIONS

Country	Title	Application No.	Application Date	Registration No.	Registration Date	Case Status
United States of America	ADORN	72/014150	8/17/1956	0,645,526	5/14/1957	Registered
Canada	ADORN	238586	12/6/1956	TMA108107	9/27/1957	Registered
Canada	ADORN (Design)	235889	12/6/1956	TMA107129	6/28/1957	Registered
United States of America	MINK DIFFERENCE	73/298551	2/25/1981	1,269,557	3/13/1984	Registered
Canada	MINK DIFFERENCE	480220	12/29/1981	TMA290177	4/19/1984	Registered
United States of America	THE DRY LOOK	72/317498	1/27/1969	0,884,762	1/20/1970	Registered
Canada	THE DRY LOOK	1043502	1/20/2000	TMA580721	5/6/2003	Registered
Mexico	THE DRY LOOK	239160	8/3/1995	501455	8/28/1995	Registered

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RECORDED: 10/02/2014