

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)/Execution Date(s):

SWIMSUITS FOR ALL, LLC

- Individual(s)
- General Partnership
- Corporation-State
- Limited Liability Company
- Association
- Limited Partnership

Citizenship: DE

Execution Date(s) October 24, 2014

Additional names of conveying parties attached?  Yes  No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached?  Yes

Name: Wells Fargo Bank, National Association, as Agent  No

Internal Address:

Street Address: One Boston Place, 18th Floor

City: Boston

State: MA

Country: USA

Zip: 02108

Association Citizenship: USA

General Partnership Citizenship:

Limited Partnership Citizenship:

Corporation Citizenship:

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)

3. Nature of conveyance:

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

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

A. Trademark Application No.(s) See Attached Schedule A

B. Trademark Registration No.(s) See Attached Schedule A

Additional sheet(s) attached?  Yes  No

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

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

Name: Susan O'Brien

Internal Address: CT Lien Solutions

Street Address: 187 Wolf Road, Suite 101

City: Albany

State: NY

Zip: 12205

Phone Number: 800-342-3676

Fax Number: 800-962-7049

Email Address: cls-uds@albany@wolterskluwer.com

6. Total number of applications and registrations involved: 11

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$290.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers 0974  
Expiration Date 3/17

b. Deposit Account Number  
Authorized User Name:

9. Signature:

Signature

October 24, 2014  
Date

Joanne BL Arnold  
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 5

Documents to be recorded (including cover sheet) should be faxed to (703) 306-6996, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

OP \$290.00 86110367

SCHEDULE A

Trademarks

<u>MARK</u>	<u>REGISTRATION NUMBER/ APPLICATION NUMBER</u>	<u>REGISTRATION DATE/ APPLICATION DATE</u>
Aquabelle	Reg 4597595 App 85537153	Registration Date 02-SEP-2014 Application Date 08-FEB-2012
B. Belle	Reg 4279995 App 85699688	Registration Date 22-JAN-2013 Application Date 09-AUG-2012
Beach Belle	Reg 3838664 App 77651749	Registration Date 24-AUG-2010 Application Date 17-JAN-2009
Design Fit	Reg 4343473 App 85537163	Registration Date 28-MAY-2013 Application Date 08-FEB-2012
High Performance at Every Curve	Reg 4273392 App 85550416	Registration Date 08-JAN-2013 Application Date 23-FEB-2012
Infinity Blu	Reg 4173040 App 85438560	Registration Date 10-JUL-2012 Application Date 04-OCT-2011
S4A	Reg 4302623 App 85537374	Registration Date 12-MAR-2013 Application Date 08-FEB-2012
Swim Sexy	Reg 4362396 App 85675290	Registration Date 02-JUL-2013 Application Date 12-JUL-2012
SwimsuitsForAll.com	Reg 3813942 App 77873100	Registration Date 06-JUL-2010 Application Date 16-NOV-2009
TropiCulture	Reg 4594482 App 86110363	Registration Date 26-AUG-2014 Application Date 05-NOV-2013
Shore Club (Trademark Pending)	App 86110367	Application Date 05-NOV-2013

GRANT OF SECURITY INTEREST  
IN UNITED STATES TRADEMARKS

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, SWIMSUITS FOR ALL, LLC, a Delaware limited liability company (the "Grantor"), hereby grants to WELLS FARGO BANK, NATIONAL ASSOCIATION, in its capacity as administrative and collateral agent (in such capacity, the "Grantee"), a continuing security interest in (a) all of the Grantor's right, title and interest in, to and under to the United States trademarks, tradenames, trade dress and service marks and all trademark registrations and trademark applications and recordings (the "Marks") set forth on Schedule A attached hereto, (b) all rights and privileges arising under applicable law with respect to Grantor's use of any trademarks, tradenames, trade dress and service marks, and all renewals thereof, (c) the goodwill of the business symbolized by each of the Marks, including, without limitation, all customer lists and other records relating to the distribution of products or services bearing the Marks, (d) all present and future license and distribution agreements (subject to the rights of the licensors therein) pertaining to the Marks, (e) all income, fees, royalties and other payments at any time due or payable with respect thereto, including, without limitation, payments under all licenses at any time entered into in connection therewith; (f) the right to sue for past, present and future infringements thereof, (g) all rights corresponding thereto, (h) any and all other proceeds of any of the foregoing, including, without limitation, all damages and payments or claims by Grantor against third parties for past or future infringement of the Marks and (i) all causes of action arising prior to or after the date hereof for unfair competition regarding the Marks.

THIS GRANT (the "Grant") is made to secure the satisfactory performance and payment of all the Secured Obligations of the Grantor, as such term is defined in the Amended and Restated Security Agreement by, among others, the Grantor and the Grantee, dated as of February 5, 2013 (as amended, modified, restated and/or supplemented from time to time, the "Security Agreement"). The rights and remedies of the Grantee with respect to the security interest granted herein are as set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

This Grant 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.

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IN WITNESS WHEREOF, the undersigned have executed this Grant as of the 24<sup>th</sup> day of  
October, 2014.

SWIMSUITS FOR ALL, LLC,  
as Grantor

By: 


Name: Moshe Laniado

Title: President

Signature Page to Grant of Security Interest in Trademarks - Swimsuits

TRADEMARK  
REEL: 005393 FRAME: 0024

WELLS FARGO BANK, NATIONAL ASSOCIATION,  
as Administrative and Collateral Agent  
as Grantee

By:   
Name: Daniel Baldwin  
Title: Director

Signature Page to Grant of Security Interest in Trademarks - Swimsuits