

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM341477

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Invogue LLC		04/27/2015	LIMITED LIABILITY COMPANY: NEW YORK
RECEIVING PARTY DATA			
Name:	The CIT Group/Commercial Services, Inc., as Administrative Agent		
Street Address:	11 W. 42nd Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10036		
Entity Type:	CORPORATION: NEW YORK		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2733956	SCARLETT	
CORRESPONDENCE DATA			
Fax Number:	3125786666		
<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>			
Phone:	3122633600		
Email:	grant.mcorkhill@hklaw.com		
Correspondent Name:	C. Grant McCorkhill		
Address Line 1:	Holland & Knight LLP		
Address Line 2:	131 S. Dearborn St., 30th Flr.		
Address Line 4:	Chicago, ILLINOIS 60603		
ATTORNEY DOCKET NUMBER:	136140.1030		
NAME OF SUBMITTER:	C. Grant McCorkhill		
SIGNATURE:	/C. Grant McCorkhill/		
DATE SIGNED:	05/15/2015		
Total Attachments: 26			
source=CIT-Tharanco-IP Security Agreement#page1.tif			
source=CIT-Tharanco-IP Security Agreement#page2.tif			
source=CIT-Tharanco-IP Security Agreement#page3.tif			

OP \$40.00 2733956

source=CIT-Tharanco-IP Security Agreement#page4.tif
source=CIT-Tharanco-IP Security Agreement#page5.tif
source=CIT-Tharanco-IP Security Agreement#page6.tif
source=CIT-Tharanco-IP Security Agreement#page7.tif
source=CIT-Tharanco-IP Security Agreement#page8.tif
source=CIT-Tharanco-IP Security Agreement#page9.tif
source=CIT-Tharanco-IP Security Agreement#page10.tif
source=CIT-Tharanco-IP Security Agreement#page11.tif
source=CIT-Tharanco-IP Security Agreement#page12.tif
source=CIT-Tharanco-IP Security Agreement#page13.tif
source=CIT-Tharanco-IP Security Agreement#page14.tif
source=CIT-Tharanco-IP Security Agreement#page15.tif
source=CIT-Tharanco-IP Security Agreement#page16.tif
source=CIT-Tharanco-IP Security Agreement#page17.tif
source=CIT-Tharanco-IP Security Agreement#page18.tif
source=CIT-Tharanco-IP Security Agreement#page19.tif
source=CIT-Tharanco-IP Security Agreement#page20.tif
source=CIT-Tharanco-IP Security Agreement#page21.tif
source=CIT-Tharanco-IP Security Agreement#page22.tif
source=CIT-Tharanco-IP Security Agreement#page23.tif
source=CIT-Tharanco-IP Security Agreement#page24.tif
source=CIT-Tharanco-IP Security Agreement#page25.tif
source=CIT-Tharanco-IP Security Agreement#page26.tif

**GRANT OF SECURITY INTEREST IN
TRADEMARKS, PATENTS AND COPYRIGHTS**

THIS GRANT OF SECURITY INTEREST IN TRADEMARKS, PATENTS AND COPYRIGHTS (herein, this "Security Agreement") made as of this 27th day of April, 2015, among **THARANCO GROUP, INC.**, a Delaware corporation (the "Parent"), and as the borrowing agent and attorney-in-fact for the Borrowers, the "Administrative Borrower"), **INVOGUE LLC**, a New York limited liability company ("Invogue"), **ARYA LLC**, a New York limited liability company ("Arya"), **THARANCO DRESS GROUP LLC**, a Delaware limited liability company ("Dress"), **JOSEPH A COMPANY LLC**, a Delaware limited liability company ("Joseph"), and **THARANCO LIFESTYLES LLC**, a Delaware limited liability company ("Lifestyles"), and together with Parent, Invogue, Arya, Dress, and Joseph, each a "Borrower", and collectively, the "Borrowers"), **LIFESTYLE BRANDS HOLDINGS LLC**, a Delaware limited liability company ("Holdings"), **THARANCO INVENTORY MANAGEMENT COMPANY LLC**, a New Jersey limited liability company ("IML"), **THARANCO GROUP LLC**, a Delaware limited liability company ("Group"), and **THE RESOURCE CLUB LTD.**, a New York corporation ("Resource," and together with each of the Borrowers, Holdings, IML, Group and any other entity that may become a party hereto as provided herein, individually, each a "Grantor" and collectively, the "Grantors"), in favor of **THE CIT GROUP/COMMERCIAL SERVICES, INC.**, a New York corporation, in its capacity as Administrative Agent and Collateral Agent for Lenders ("Agents").

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 Credit Parties, Agents and the Persons signatory thereto from time to time as Lenders (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), which provides for (i) Lenders to make certain Loans and to incur Letter of Credit Obligations for the benefit of Grantor and the other Credit Parties, and (ii) for the grant by the each Grantor to Agents, as collateral security for the Obligations (as defined in the Credit Agreement), a security interest in certain of such Grantor's assets, including, without limitation, Intellectual Property Collateral, as more fully set forth herein and in the Credit Agreement;

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

1. **Definitions.** Capitalized terms used herein and defined in the Credit Agreement shall have the meanings set forth therein unless otherwise specifically defined herein.
2. **Grant of Security Interest.** To secure the payment and performance of the Obligations, each Grantor hereby grants to Agents, (and, to the extent not previously granted under the Guarantee and Collateral Agreement, does hereby grant) on behalf of itself and Lenders, a lien and worldwide security interest in all of such Grantors' right, title and interest in and to all of the following described property listed in paragraphs 2(i) – (vii) below, whether now owned or hereafter acquired or created (collectively herein the "Intellectual Property Collateral") and including, without limitation, the Grantor's right, title and interest in and to the Intellectual Property Collateral and proprietary rights identified on Schedules A-C attached hereto and made a part hereof (and as further described below);
 - (i) Trademarks (whether registered or not), trademark registrations, recordings and/or

applications, trade names, trade styles, service marks, domain names, Twitter handles and/or other digital user or identifying term, prints and labels on which any of the foregoing have or may appear, designs, general intangibles pertaining to any of the foregoing throughout the world, including, without limitation, the trademarks, applications, and registrations, if any, listed on **Schedule A** attached hereto and made a part hereof, and any and all reissues and/or renewals thereof, including the right to receive all proceeds therefrom, including without limitation, license fees, royalties, income, payments, claims, damages and proceeds of suit, now or hereafter due and/or payable in connection therewith including, without limitation, the right to sue or otherwise recover for any past, present or future infringement, dilution, misappropriation, unfair competition, counterfeiting or other violation or impairment thereof (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the "Trademark Collateral");

- (ii) Patents and patent applications and/or registrations together with the inventions and improvements described and claimed therein including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part, throughout the world, including without limitation the patents and applications listed on **Schedule B**, attached hereto and made a part hereof, including the right to receive all proceeds therefrom, including without limitation, license fees, royalties, income, payments, claims, damages and proceeds of suit, now or hereafter due and/or payable in connection therewith including, without limitation, the right to sue or otherwise recover for any past, present or future infringement, misappropriation, or other violation or impairment thereof (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the "Patent Collateral");
- (iii) All copyrights rights and interests in copyrights, works protectable by copyright, all applications, registrations and recordings relating to the foregoing as may at any time be filed in the United States Copyright Office or in any similar office or agency of the United States, any State thereof, any political subdivision thereof or in any other country, and all research and development relating to the foregoing listed on **Schedule C** attached hereto and made a part hereof including the right to receive all proceeds therefrom, including without limitation, license fees, royalties, income, payments, claims, damages and proceeds of suit, now or hereafter due and/or payable in connection therewith including, without limitation, the right to sue or otherwise recover for any past, present or future infringement, misappropriation, or other violation or impairment thereof (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the "Copyright Collateral");
- (iv) The goodwill of such Grantor's business connected with and symbolized by the Intellectual Property Collateral;
- (v) Any and all of such Grantor's rights and interests in any of the foregoing as they relate to such Grantor's accounts, inventory, equipment and general intangibles, or any Collateral bearing any of the foregoing, including without limitation the right to sell inventory, goods and property bearing or covered by any of the foregoing Intellectual Property Collateral; and
- (vi) All cash and non-cash proceeds, royalties and income of the foregoing, including without limitation any amounts obtained pursuant to any infringement, misappropriation, violation, impairment, insurance, indemnity or warranty.

3. **Agents' Rights**. Upon the occurrence of any Event of Default hereunder, Agents shall have

all the rights and remedies of a secured party under the Uniform Commercial Code and any other applicable state or federal laws. Agents will give the Grantors reasonable notice of the time and place of any public sale of the Intellectual Property Collateral or the time after which any private sale of the Intellectual Property Collateral or any other intended disposition thereof is to be made. Unless otherwise provided by law, the requirement of reasonable notice shall be met if such notice is mailed, postage prepaid to the address of each Grantor set forth in **Schedule D**, attached hereto and made a part hereof, at least ten (10) days before the date of such sale or disposition. In addition to the foregoing and all other rights and remedies of Agents, upon the occurrence of any Event of Default hereunder, Agents shall thereupon have the immediate right to transfer to itself or to sell, assign and transfer to any other person all right, title and interest in and to all or any part of the Intellectual Property Collateral. A formal irrevocable power of attorney (in the form annexed hereto) is being executed and delivered by the Grantors to Agents concurrently with this Security Agreement to enable such rights to be carried out. Each Grantor agrees that, in the event Agents exercises its rights hereunder and/or pursuant to said power of attorney in accordance with its terms, after written notification of such exercise from Agents to the Grantors, no Grantor shall ever thereafter, without the prior written authorization of the owner or owners of such Intellectual Property Collateral, use any of such Intellectual Property Collateral. The condition of the foregoing provision is such that unless and until there occurs an Event of Default under this Security Agreement, each Grantor shall continue to own and use its Intellectual Property Collateral in the normal course of its business and to enjoy the benefits, royalties and profits therefrom provided, however, that from and after the occurrence of an Event of Default such right will, upon the exercise by Agents of the rights provided by this Security Agreement, be revoked and the right of each Grantor to enjoy the uses, benefits, royalties and profits of its Intellectual Property Collateral will wholly cease, whereupon Agents or its transferee(s) shall be entitled to all of each Grantor's right, title and interest in and to its Intellectual Property Collateral hereby so assigned. This Security Agreement will not operate to place upon Agents any duty or responsibility to maintain the Intellectual Property Collateral.

4. **Fees.** The Grantors will pay (jointly and severally) all fees, costs and expenses, including attorneys' fees, with respect to the security interest created hereby which Agents may deem necessary or advisable in order to perfect and/or maintain the perfection or priority of its security interest in the Intellectual Property Collateral, including, without limitation, all applicable fees, costs and expenses to record this Security Agreement with the United States Patent and Trademark Office and/or the United States Copyright Office.
5. **Representations and Warranties.** Each Grantor represents and warrants and agrees:
 - a. That such Grantor lawfully possesses and owns its Intellectual Property Collateral and that except for the security interest granted hereby and as contemplated in the Credit Agreement and the other agreements referred to therein, its Intellectual Property Collateral will be kept free from all liens, security interests, claims and encumbrances whatsoever; that such Grantor has not made or given any prior assignment, transfer or security interest in its Intellectual Property Collateral or any of the proceeds thereof other than to Agents, and that there are no known infringements of its Intellectual Property Collateral.
 - b. Not to take any action inconsistent with the terms and intent hereof, provided that each Grantor may enter into licensing agreements in the ordinary course of its business on fair and reasonable terms, provided further that no Event of Default (as

defined herein below) has occurred and that any such agreement does not adversely affect Agents' rights and interests hereunder.

- c. To provide written notice to Agents (with reasonable detail) on a quarterly basis in the event that it obtains rights to any new registered Intellectual Property Collateral and the filing of applications for registration of any new Intellectual Property, or otherwise acquiring ownership of any new registered Intellectual Property and such Intellectual Property, Collateral shall be automatically subject to the terms hereof and such Grantor shall take any such additional action as Agents shall reasonably request with respect thereto.
 - d. To provide written notice to Agents (with reasonable detail) following the occurrence of the Grantor knowing or having reason to know, that any application or registration relating to any of its Intellectual Property which is material to its business may reasonably be expected to be forfeited, abandoned or dedicated to the public, or of any adverse determination in any proceeding in the United States Patent and Trademark Office, United States Copyright Office, or any other court or tribunal regarding such Grantor's ownership of, or the validity of, any such Intellectual Property or such Grantor's right to register the same or to own and maintain the same.
 - e. Authorizes Agents to modify this Security Agreement by amending Schedules A, B and C to include any future Trademark Collateral and Patent Collateral and Copyright Collateral covered hereby and to register any such modified documentation on any applicable public record upon notice to Grantors.
6. **Application of Proceeds.** The proceeds of any sale, transfer or disposition of the Intellectual Property Collateral shall be applied first to all costs and expenses, including, but not limited to, reasonable attorneys' fees and expenses and court costs, incurred by Agents in connection with such sale and the exercise of Agents' rights and remedies hereunder and under the Agreement; next, such proceeds shall be applied to the payment, in whole or in part, of the Obligations due Agents in such order as Agents may elect; and the balance, if any, shall be paid to the Grantors or as a court of competent jurisdiction may direct. The Grantors hereby agree that they shall be jointly and severally liable to Agents for, and shall pay to Agents on demand, any deficiency which may remain after such application of proceeds.
7. **Defense of Claims.** The Grantors will defend at their own cost and expense any action, claim or proceeding affecting the Intellectual Property Collateral or the interest of Agents therein. The Grantors agree, jointly and severally, to reimburse Agents for all costs and expenses (including reasonable attorneys' fees) paid or incurred by Agents in defending any such action, claim or proceeding.
8. **Rights Cumulative.** This Security Agreement shall be in addition to the Credit Agreement and shall not be deemed to affect, modify or limit the Credit Agreement or any rights that Agents has under the Credit Agreement and/or under applicable law. All Agents' rights and remedies with respect to the Intellectual Property Collateral, whether established herein or by the Credit Agreement, or by any other agreements or by law, shall be cumulative and may be exercised singularly or concurrently. Each Grantor agrees to execute and deliver to Agents (at the Grantors' expense) any further documentation or papers necessary to carry out the intent or purpose of this Security Agreement including, but not limited to, financing

statements under the Uniform Commercial Code.

9. **Construction and Invalidity.** Any provisions hereof contrary to, prohibited by or invalid under any laws or regulations shall be inapplicable and deemed omitted here from, but shall not invalidate the remaining provisions hereof.
10. **JURY TRIAL WAIVER; CHOICE OF LAW.** TO THE EXTENT PERMITTED BY APPLICABLE LAW, EACH PARTY HERETO HEREBY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING ARISING DIRECTLY OR INDIRECTLY OUT OF THIS SECURITY AGREEMENT, OR ANY OTHER AGREEMENT OR TRANSACTION BETWEEN THE PARTIES HERETO. NOTWITHSTANDING THE PLACE OF EXECUTION HEREOF, EACH PARTY HERETO AGREES THAT THE VALIDITY, INTERPRETATION AND ENFORCEMENT OF THIS SECURITY AGREEMENT AND ALL RIGHTS HEREUNDER SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.
11. **Events of Default.** Any of the following constitutes an "Event of Default" under this Security Agreement:
 - (i) Any Grantor fails to perform or observe any material agreement, covenant or condition required under this Security Agreement;
 - (ii) Any warranty or representation made by any Grantor, in this Security Agreement was false or misleading in any material respect at the time of execution; or
 - (iii) The occurrence of any Event of Default under the Agreement which is not waived in writing by Agents.
12. **Notices.** Each Grantor covenants and agrees that, with respect to the Intellectual Property Collateral, it will give Agents written notice at the address set forth above of any Intellectual Property Collateral created, arising or acquired by such Grantor after the date hereof.
13. **Further Assurances.** Each Grantor will take any such action as Agents may reasonably require to further confirm or protect Agents' rights under this Security Agreement in the Intellectual Property Collateral. In furtherance thereof, each Grantor hereby grants to Agents a power of attorney coupled with an interest which shall be irrevocable during the term of this Security Agreement to execute any documentation or take any action in such Grantor's behalf required to effectuate the terms, provisions and conditions of this Security Agreement.
14. **Termination.** This Security Agreement shall terminate upon termination of the Agreement and full, final and indefeasible payment in cash of all Obligations of the Grantors thereunder. Upon the Grantors' request, Agents shall within a reasonable time after any such termination execute and deliver to the Grantors (at the Grantors' expense) such documents and instruments as are reasonably necessary to evidence such termination and release of the security interest granted herein on any applicable public record.
15. **Assignment.** This Security Agreement binds and benefits each of us and our respective successors and assigns; provided, however, that the no Grantor may assign this Security Agreement or its rights hereunder without Agents' prior written consent. The Grantors agree that Agents may, without notifying the Grantors, sell, assign or transfer Agents' rights and obligations under this Security Agreement, including, without limitation, Agents' rights and obligations with respect to the Intellectual Property Collateral.

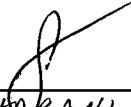
16. **Miscellaneous. This Security Agreement, together with the Agreement constitutes the entire agreement of the Grantors and Agents with respect to the subject matter hereof and supersedes and prior agreements or understandings.** This Security Agreement can be changed only by a writing signed by the Grantors and Agents (except as stated in paragraph 8 above) and Agents' failure or delay in exercising any of its rights hereunder will not constitute a waiver thereof, unless such waiver is in writing and signed by Agents, or bar Agents from exercising any of its rights at any time. No course of dealing between the Grantors and Agents shall change or modify this Security Agreement. A waiver on any one occasion shall not be construed as a bar to or waiver of any right or remedy on any future occasion.

[Remainder of this page intentionally left blank]


IN WITNESS WHEREOF, the parties hereto have duly executed this Grant of Security Interest in Trademarks, Patents, and Copyrights as of the date first above written.

GRANTORS:

THARANCO GROUP, INC.

By: 
Name: HARESH THARANI
Title: PRESIDENT

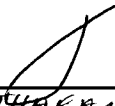
INVOGUE LLC

By: 
Name: HARESH THARANI
Title: MANAGER

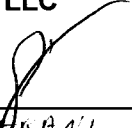
ARYA LLC

By: 
Name: HARESH THARANI
Title: MANAGER

THARANCO DRESS GROUP LLC

By: 
Name: HARESH THARANI
Title: MANAGER

JOSEPH A COMPANY, LLC

By: 
Name: HARESH THARANI
Title: MANAGER

THARANCO LIFESTYLES LLC

By: _____
Name: HARESH THARANI
Title: MANAGER

LIFESTYLE BRANDS HOLDINGS LLC

By: _____
Name: HARESH THARANI
Title: MANAGER

THARANCO INVENTORY MANAGEMENT COMPANY LLC

By: _____
Name: HARESH THARANI
Title: MANAGER

THE RESOURCE CLUB LTD.

By: _____
Name: HARESH THARANI
Title: PRESIDENT

THARANCO GROUP LLC

By: _____
Name: HARESH THARANI
Title: MANAGER

AGREED AND ACCEPTED this
____ day of _____, 2015.

THE CIT GROUP/COMMERCIAL SERVICES, INC.

By: _____
Name: _____
Title: _____

THARANCO LIFESTYLES LLC

By: _____
Name: _____
Title: _____

LIFESTYLE BRANDS HOLDINGS LLC

By: _____
Name: _____
Title: _____

THARANCO INVENTORY MANAGEMENT
COMPANY LLC

By: _____
Name: _____
Title: _____

THE RESOURCE CLUB LTD.

By: _____
Name: _____
Title: _____

THARANCO GROUP LLC

By: _____
Name: _____
Title: _____

AGREED AND ACCEPTED this
21st day of April, 2015.

THE CIT GROUP/COMMERCIAL
SERVICES, INC.

By: Howard Botwinick
Name: Howard Botwinick
Title: Vice President

IRREVOCABLE POWER OF ATTORNEY

THARANCO GROUP, INC., a Delaware corporation (the "Parent", and as the borrowing agent and attorney-in-fact for the Borrowers, the "Administrative Borrower"), **INVOGUE LLC**, a New York limited liability company ("Invogue"), **ARYA LLC**, a New York limited liability company ("Arya"), **THARANCO DRESS GROUP LLC**, a Delaware limited liability company ("Dress"), **JOSEPH A COMPANY LLC**, a Delaware limited liability company ("Joseph"), and **THARANCO LIFESTYLES LLC**, a Delaware limited liability company ("Lifestyles", and together with Parent, Invogue, Arya, Dress, and Joseph, each a "Borrower", and collectively, the "Borrowers"), **LIFESTYLE BRANDS HOLDINGS LLC**, a Delaware limited liability company ("Holdings"), **THARANCO INVENTORY MANAGEMENT COMPANY LLC**, a New Jersey limited liability company ("IML"), **THARANCO GROUP LLC**, a Delaware limited liability company ("Group"), and **THE RESOURCE CLUB LTD.**, a New York corporation ("Resource," and together with each of the Borrowers, Holdings, IML, Group and any other entity that may become a party hereto as provided herein, individually, each a "Grantor" and collectively, the "Grantors"), in favor of **THE CIT GROUP/COMMERCIAL SERVICES, INC.**, a New York corporation, in its capacity as Administrative Agent and Collateral Agent for Lenders ("Agents"), and each officer thereof, its true and lawful attorney with full power of substitution and with full power and authority to perform the following acts on behalf of Grantors, dated as of the 27th day of April, 2015:

- A. Execution and delivery of any and all agreements, documents, instruments of assignment, or other papers which Agents, in its discretion, deems necessary or advisable for the purpose of operating, controlling, assigning, selling, or otherwise disposing of all right, title, and interest of Grantors in and to all Intellectual Property Collateral listed on the Schedules attached to the Grant of Security Interest in Trademarks, Patents and Copyrights (the "Security Agreement"), dated as of the date hereof, or modified Schedules to include future Intellectual Property Collateral, between Grantors and Agents including, without limitation, all patents, patent applications and/or registrations together with the inventions and improvements described and claimed therein including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part, including the right to receive all proceeds therefrom, including without limitation, license fees, royalties, income, payments, claims, damages and proceeds of suit, now or hereafter due and/or payable in connection therewith throughout the world, trademarks, trademark applications and/or registrations, service marks, domain names and licenses together with the goodwill of the business connected with or symbolized by such Intellectual Property Collateral.
- B. Execution and delivery of any and all documents, statements, certificates or other papers which Agents, in its discretion, deems necessary or advisable to further the purposes described in Subparagraph A hereof.
 1. The Power of Attorney granted hereunder shall be effective as of the date hereof and shall last for as long as any now existing or hereafter arising indebtedness, liabilities or obligations of the Grantors to Agents are or may be outstanding under the Credit Agreement.
 2. The Power of Attorney granted herein is irrevocable throughout the duration of its life as specified in Paragraph 1 hereinabove;
 3. The Power of Attorney granted herein shall only be exercisable by Agents after the occurrence of an Event of Default under the Credit Agreement and/or the Security Agreement; and

4. Agents shall give the Grantors ten (10) days prior written notice of the exercise of this Power of Attorney, provided however, that no notice whatsoever by Agents shall be necessary with respect to any Event of Default set forth in Section 17.1 (a) and/or (b) of the Credit Agreement, and automatically, upon the occurrence of any such Event of Default, Agents shall be entitled to exercise this Power of Attorney. The waiver by Agents of any particular Event of Default as set forth in Paragraph 3 hereinabove shall have no force or effect unless in writing and signed by an authorized officer of Agents. Even then such waiver shall not constitute or be considered a waiver of any other Event of Default then existing or thereafter arising whether similar or not.

Capitalized terms used herein and defined in the Security Agreement shall have the meanings set forth therein unless otherwise specifically defined herein.

[Signature Page Follows]

IN WITNESS WHEREOF, each Grantor has caused this Power of Attorney to be executed as of the date first above written.

GRANTORS:

THARANCO GROUP, INC.

By: _____
Name: Harish Tharani
Title: President

INVOGUE LLC

By: _____
Name: Harish Tharani
Title: Managing Member

ARYA LLC

By: _____
Name: Harish Tharani
Title: Managing Member

THARANCO DRESS GROUP LLC

By: _____
Name: Harish Tharani
Title: Managing Member

JOSEPH A COMPANY, LLC

By: _____
Name: Harish Tharani
Title: Managing Member

IN WITNESS WHEREOF, each Grantor has caused this Power of Attorney to be executed as of the date first above written.

GRANTORS:

THARANCO GROUP, INC.

By: _____
Name: Haresh Tharani
Title: President

INVOGUE LLC

By: _____
Name: Haresh Tharani
Title: Managing member

ARYA LLC

By: _____
Name: Haresh Tharani
Title: Managing member

THARANCO DRESS GROUP LLC

By: _____
Name: Haresh Tharani
Title: Managing member

JOSEPH A COMPANY, LLC

By: _____
Name: Haresh Tharani
Title: Managing member

THARANCO LIFESTYLES LLC

By: _____
Name: Hareesh Tharani
Title: managing member

LIFESTYLE BRANDS HOLDINGS LLC

By: _____
Name: Hareesh Tharani
Title: Managing Member

THARANCO INVENTORY MANAGEMENT COMPANY LLC

By: _____
Name: Hareesh Tharani
Title: managing member

THE RESOURCE CLUB LTD.

By: _____
Name: Hareesh Tharani
Title: President

THARANCO GROUP LLC

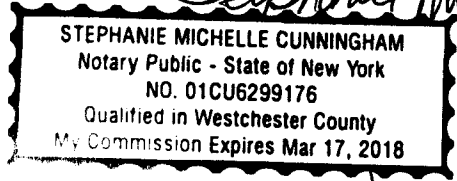
By: _____
Name: Hareesh Tharani
Title: President

ACKNOWLEDGMENT OF GRANTORS

STATE OF NY)
COUNTY OF NY) ss.

On this 24 day of April, 2015 before me personally appeared Hareesh Tharani proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of **THARANCO GROUP, INC.**, who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

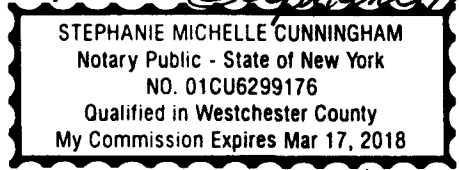
Stephanie Michelle Cunningham
Notary Public Stephanie Michelle Cunningham



STATE OF NY)
COUNTY OF NY) ss.

On this 24 day of April, 2015 before me personally appeared Hareesh Tharani proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of **INVOGUE LLC**, who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

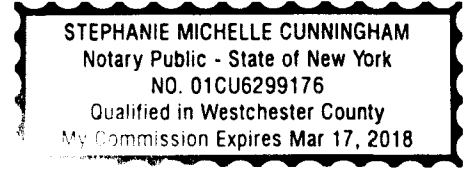
Stephanie Michelle Cunningham
Notary Public Stephanie Michelle Cunningham



STATE OF NY)
COUNTY OF NY) ss.

On this 24 day of April, 2015 before me personally appeared Hareesh Tharani proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of **ARYA LLC**, who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Stephanie Michelle Cunningham
Notary Public Stephanie Michelle Cunningham

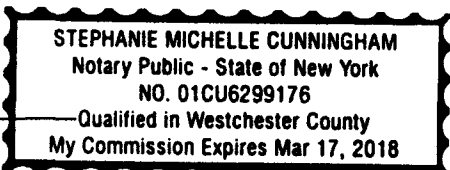


[Acknowledgement Page Irrevocable Power of Attorney]

STATE OF NY)
COUNTY OF NY) ss.

On this 24 day of April, 2015 before me personally appeared Hareesh Tharani proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of **THARANCO DRESS GROUP LLC**, who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

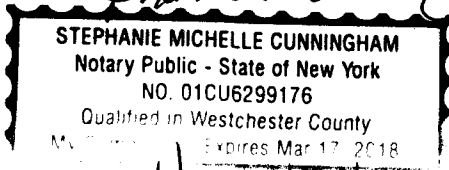
Stephanie Michelle Cunningham
Notary Public



STATE OF NY)
COUNTY OF NY) ss.

On this 24 day of April, 2015 before me personally appeared Hareesh Tharani proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of **JOSEPH A COMPANY, LLC**, who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

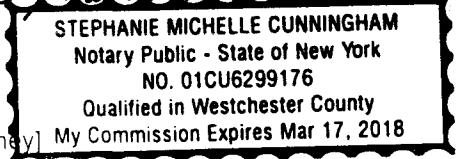
Stephanie Michelle Cunningham
Notary Public



STATE OF NY)
COUNTY OF NY) ss.

On this 24 day of April, 2015 before me personally appeared Hareesh Tharani proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of **THARANCO LIFESTYLES LLC**, who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

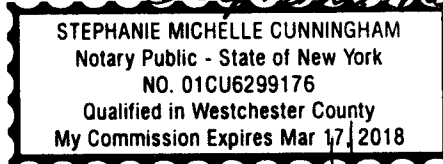
Stephanie Michelle Cunningham
Notary Public



STATE OF NY)
COUNTY OF NY) ss.

On this 24 day of April, 2015 before me personally appeared Haresh Tharani proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of **THARANCO GROUP, INC.**, who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

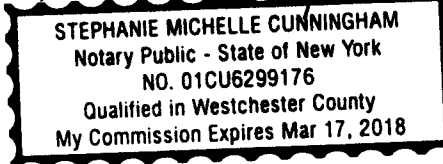
Stephanie Michelle Cunningham
Notary Public Stephanie Michelle Cunningham



STATE OF NY)
COUNTY OF NY) ss.

On this 24 day of April, 2015 before me personally appeared Haresh Tharani proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of **LIFESTYLE BRANDS HOLDINGS LLC**, who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

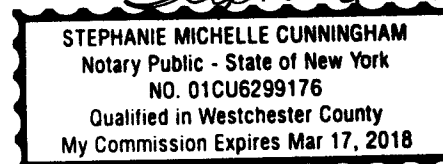
Stephanie Michelle Cunningham
Notary Public Stephanie Michelle Cunningham



STATE OF NY)
COUNTY OF NY) ss.

On this 24 day of April, 2015 before me personally appeared Haresh Tharani proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of **THARANCO INVENTORY MANAGEMENT COMPANY LLC**, who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

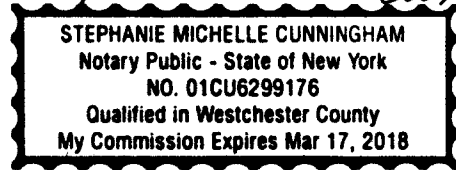
Stephanie Michelle Cunningham
Notary Public Stephanie Michelle Cunningham



STATE OF NY)
COUNTY OF NY) ss.

On this 24 day of April, 2015 before me personally appeared Harsh Tharani proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of **THE RESOURCE CLUB LTD.,** who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

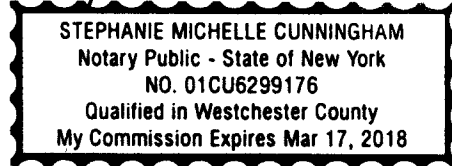
Stephanie Michelle Cunningham
Notary Public
Stephanie Michelle Cunningham



STATE OF NY)
COUNTY OF NY) ss.

On this 24 day of April, 2015 before me personally appeared Harsh Tharani proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of **THARANCO GROUP LLC,** who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Stephanie Michelle Cunningham
Notary Public
Stephanie Michelle Cunningham



SCHEDULE A TO GRANT OF SECURITY INTEREST IN TRADEMARKS, PATENTS AND COPYRIGHTS

among

THARANCO GROUP, INC., ARYA LLC, THARANCO DRESS GROUP LLC, JOSEPH A COMPANY LLC, THARANCO LIFESTYLES LLC, LIFESTYLE BRANDS HOLDINGS LLC, THARANCO INVENTORY MANAGEMENT COMPANY LLC, THARANCO GROUP LLC and THE RESOURCE CLUB LTD.

and
THE CIT GROUP/COMMERCIAL SERVICES, INC.

FEDERAL U.S. TRADEMARKS

Mark	Number	Registration or Application	Country	Owner
Scarlett	2733956	Registration	United States	Invogue LLC
JOSEPH A. QU'EST-CE QUE C'EST SILK?	2265976	Registration	United States	Joseph A Holdings LLC
TOURNEY	2340124	Registration	United States	Lifestyles Brands Holdings LLC
WEATHERKNIT	3057336	Registration	United States	Lifestyles Brands Holdings LLC
O SO SLIM	4206188	Registration	United States	Tharanco Dress Group LLC
RONNI NICOLE	3562922	Application	United States	Tharanco Dress Group LLC
PERFORMANCE BY DESIGN	3955577	Registration	United States	Tharanco Lifestyles LLC
ADOBE ROSE	85701111	Application	United States	The Resource Club Ltd.
ADOBE STAR	85703395	Application	United States	The Resource Club Ltd.
IN VAIN	3741204	Registration	United States	The Resource Club Ltd.
PINK ORCHID COLLECTION	3900891	Registration	United States	The Resource Club Ltd.
R X B	3314590	Registration	United States	The Resource Club Ltd.

TRADEMARK

REEL: 005517 FRAME: 0439

INTERNATIONAL TRADEMARKS

Mark	Number	Registration or Application	Country	Owner
2 Triangles & Design (a.k.a. Two Shark Tooth Design)	983323	Registration	Australia	Lifestyle Brands Holdings LLC
WEATHERKNIT	1017544	Registration	Australia	Lifestyles Brands Holdings LLC
JOSEPH A. QU'EST-CE QUE C'EST SILK	TMA659073	Registration	Canada	Joseph A Holdings LLC
WEATHERKNIT	TMA68505	Registration	Canada	Lifestyles Brands Holdings LLC
JOSEPH A. QU'EST-CE QUE C'EST SILK	6525812	Application	China	Joseph A Holdings LLC
WEATHERKNIT	4237666	Registration	China	Lifestyles Brands Holdings LLC
O SO SLIM	13436077	Application	China	Tharanco Dress Group LLC
RONNI NICOLE	13436076	Registration	China	Tharanco Dress Group LLC
WEATHERKNIT	004001038	Registration	European Community	Lifestyles Brands Holdings LLC
TOURNEY	199909713	Registration	Hong Kong	Lifestyles Brands Holdings LLC
WEATHERKNIT	300277588	Registration	Hong Kong	Lifestyles Brands Holdings LLC
WEATHERKNIT	1305456	Registration	India	Lifestyles Brands Holdings LLC
TOURNEY	IDM000148067	Registration	Indonesia	Lifestyles Brands Holdings LLC

Mark	Number	Registration or Application	Country	Owner
WEATHERKNIT	IDM000 148067	Registration	Indonesia	Lifestyles Brands Holdings LLC
WEATHERKNIT	IDM000 072757	Registration	Indonesia	Lifestyles Brands Holdings LLC
TOURNEY	896440	Registration	Japan	Lifestyles Brands Holdings LLC
TOURNEY	9800168 3	Registration	Malaysia	Lifestyles Brands Holdings LLC
JOSEPH A. QU'EST-CE QUE C'EST SILK	1462377	Registration	Mexico	Joseph A Holdings LLC
TOURNEY	984008	Registration	Mexico	Lifestyles Brands Holdings LLC
WEATHERKNIT	853715	Registration	Mexico	Lifestyles Brands Holdings LLC
TOURNEY	287442	Registration	New Zealand	Lifestyles Brands Holdings LLC
TOURNEY	192725	Registration	New Zealand	Lifestyles Brands Holdings LLC
TOURNEY	T98006 96A	Registration	Singapore	Lifestyles Brands Holdings LLC
WEATHERKNIT	T04141 82G	Registration	Singapore	Lifestyles Brands Holdings LLC
TOURNEY	2011/20 106	Registration	South Africa	Lifestyles Brands Holdings LLC
TOURNEY	4001953 830000	Registration	South Korea	Lifestyles Brands Holdings LLC
JOSEPH A. QU'EST-CE QUE C'EST SILK	1670795	Registration	Taiwan	Joseph A Holdings LLC
TOURNEY	0084408 1	Registration	Taiwan	Lifestyles Brands Holdings LLC
TOURNEY	765856	Registration	Thailand	Lifestyles Brands Holdings LLC
WEATHERKNIT	228196	Registration	Thailand	Lifestyles Brands Holdings LLC

Trade names/Unregistered Marks

Name	Owner
Greg Norman Collection (trade name)	Tharanco Lifestyles
Greg Norman Collection (trade name)	Lifestyle Brands Holdings
RXB (trade name)	The Resource Club, Ltd.
Perceptions (trade name)	Aya LLC
Ronni Nicole (trade name)	Tharanco Dress Group LLC
Scarlett (trade name)	Invogue LLC

Domain Names

Domain Name	Owner
GNCOLLECTION.COM	Tharanco Group LLC
JOSEPHA.COM	Tharanco Group LLC
RCL-DSHC.COM	Tharanco Group LLC
RONNICOLE.COM	Tharanco Group LLC
SCARLETTDRESS.COM	Tharanco Group LLC
PERCEPTIONSDRESS.COM	Tharanco Group LLC
THARANCO.COM	Tharanco Group LLC
THARANCOGROUP.COM	Tharanco Group LLC
THARANCOLIFESTLES.COM	Tharanco Group LLC
TLIFESTYLES.COM	Tharanco Group LLC

SCHEDULE B TO GRANT OF SECURITY INTEREST IN TRADEMARKS, PATENTS AND COPYRIGHTS

among
THARANCO GROUP, INC., ARYA LLC, THARANCO DRESS GROUP LLC, JOSEPH A COMPANY LLC, THARANCO
LIFESTYLES LLC, LIFESTYLE BRANDS HOLDINGS LLC, THARANCO INVENTORY MANAGEMENT COMPANY LLC,
THARANCO GROUP LLC and THE RESOURCE CLUB LTD.

and

THE CIT GROUP/COMMERCIAL SERVICES, INC.

FEDERAL U.S. PATENTS AND PUBLISHED APPLICATIONS

None

INTERNATIONAL PATENTS AND PUBLISHED APPLICATIONS

None

SCHEDULE C TO GRANT OF SECURITY INTEREST IN TRADEMARKS, PATENTS AND COPYRIGHTS

THARANCO GROUP, INC., ARYA LLC, THARANCO DRESS GROUP LLC, JOSEPH A COMPANY LLC, THARANCO LIFESTYLES LLC, LIFESTYLE BRANDS HOLDINGS LLC, THARANCO INVENTORY MANAGEMENT COMPANY LLC, THARANCO GROUP LLC and THE RESOURCE CLUB LTD.

and

THE CIT GROUP/COMMERCIAL SERVICES, INC.

U.S. COPYRIGHTS

None

**SCHEDULE D TO GRANT OF SECURITY INTEREST IN TRADEMARKS, PATENTS AND
COPYRIGHTS**

**THARANCO GROUP, INC., ARYA LLC, THARANCO DRESS GROUP LLC, JOSEPH A
COMPANY LLC, THARANCO LIFESTYLES LLC, LIFESTYLE BRANDS HOLDINGS LLC,
THARANCO INVENTORY MANAGEMENT COMPANY LLC, THARANCO GROUP LLC and
THE RESOURCE CLUB LTD.**

and

THE CIT GROUP/COMMERCIAL SERVICES, INC.

NOTICES ADDRESSES

Tharanco Group, Inc.
134 West 37th Street, 4th Floor
New York, New York, 10018

Araya LLC
c/o Tharanco Group, Inc.
134 West 37th Street, 4th Floor
New York, New York, 10018

Tharanco Dress Group LLC
c/o Tharanco Group, Inc.
134 West 37th Street, 4th Floor
New York, New York, 10018

Joseph A Company LLC
c/o Tharanco Group, Inc.
134 West 37th Street, 4th Floor
New York, New York, 10018

Tharanco Lifestyles LLC
c/o Tharanco Group, Inc.
134 West 37th Street, 4th Floor
New York, New York, 10018

Lifestyle Brands Holdings LLC
c/o Tharanco Group, Inc.
134 West 37th Street, 4th Floor
New York, New York, 10018

Tharanco Inventory Management Company LLC
c/o Tharanco Group, Inc.
134 West 37th Street, 4th Floor
New York, New York, 10018

Tharanco Group LLC
c/o Tharanco Group, Inc.
134 West 37th Street, 4th Floor
New York, New York, 10018

The Resource Club Ltd.
c/o Tharanco Group, Inc.
134 West 37th Street, 4th Floor
New York, New York, 10018

The CIT Group/Commercial Services, Inc.
11 West 42nd Street
New York, NY 10036

#35030135_v2

Schedule D

RECORDED: 05/15/2015

**TRADEMARK
REEL: 005517 FRAME: 0446**