

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM426711

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
JR APPAREL WORLD LLC		04/24/2017	Limited Liability Company: NEW YORK
RECEIVING PARTY DATA			
Name:	Israel Discount Bank		
Street Address:	511 Fifth Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10018		
Entity Type:	Bank: NEW YORK		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	1086489	MEMBERS ONLY	
Registration Number:	1376674		
Registration Number:	3915373	MEMBERS ONLY	
CORRESPONDENCE DATA			
Fax Number:	9733257467		
<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:	9732437902		
Email:	ip@lawfirm.ms		
Correspondent Name:	Elizabeth Featherman		
Address Line 1:	3 Becker Farm Road, Suite 105		
Address Line 4:	Roseland, NEW JERSEY 07068		
NAME OF SUBMITTER:	Elizabeth Featherman		
SIGNATURE:	/Elizabeth Featherman/		
DATE SIGNED:	05/08/2017		
Total Attachments: 12			
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POWER OF ATTORNEY

JR Apparel World LLC, a New York Limited Liability Company hereby ("Obligor") appoints any officer or agent of ISRAEL DISCOUNT BANK OF NEW YORK (the "Lender"), as Lender under the Loan Agreement (as such terms are hereinafter defined) as its true and lawful attorney-in-fact, with power to endorse the name of the Obligor upon any applications, assignments, notices and other documents or other instruments, in connection with and authority to transfer and further assign the Collateral as defined in that certain Collateral Assignment of Trademark dated even date herewith and as set forth on Schedule A ("Trademark Documents"), thereto by and between the Obligor and the Lender (as may be amended, restated, replaced, extended and/or modified from time to time, the "Loan Agreement"), to sign or endorse the name of the Obligor upon any and all Trademark Documents or to the Obligor's rights therein; and sign and deliver, on behalf of the Obligor, any and all notices directed to the United States Trademark, Patent and Copyright Office so that it is informed of the Lender's security interest in, or the assignment of the Collateral and said attorney full power to do any and all things necessary to be done with respect to the above transactions as fully and effectually as the Obligor might or could do, and hereby ratifying all the said attorney shall lawfully do or cause to be done by virtue hereof. The Power of Attorney shall be irrevocable and is coupled with an interest until all obligations of the Obligor under the Loan Agreement are fully paid or otherwise satisfied in full.

IN WITNESS WHEREOF, the undersigned officer executed this Power of Attorney the 24th day of April, 2017.

ATTEST/WITNESS:

By: _____

Name: Xiaofei Zhong

Title: Notary Public

XIAOFEI ZHONG
Notary Public, State of New York
No. 01ZH6256693
Qualified in Suffolk County
Commission Expires February 27, 2020

JR Apparel World LLC, a New York Limited Liability Company

By: _____

Name: ROHIT MALHOTRA

Title: Manager

**TRADEMARK COLLATERAL ASSIGNMENT
AND SECURITY AGREEMENT**

THIS TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT (as amended, modified, supplemented, extended, renewed, restated or replaced from time to time, this "Agreement") is made this ___ day of April, 2017 between Jaro Design LLC ("Client"), having its chief executive office at 205 West 39th Street, 7th Floor, New York, New York 10018, JR Apparel World, LLC having a place of business at 205 West 39th Street, 7th Floor, New York, New York 10018 ("Guarantor") and ISRAEL DISCOUNT BANK ("Factor"), having a place of business at 511 Fifth Avenue, New York, New York 10018.

WITNESSETH:

WHEREAS, Factor previously entered into certain financing arrangements with Client pursuant to that certain Factoring Agreement dated as of May 1, 2012 (as the same, was previously amended and now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, the "Factoring Agreement"), pursuant to which Factor may purchase accounts and may make loans and advances and provide other financial accommodations to Client, and other agreements, notes, documents and instruments referred to therein or at any time executed and/or delivered in connection therewith or related thereto, including, but not limited to this Agreement (all of the foregoing, together with the Factoring Agreement, and the Documents (as defined in the Factoring Agreement), as the same now exist or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, being collectively referred to herein as the "Financing Agreements"); and

WHEREAS, in order to induce Factor not to terminate the Factoring Agreement and the other Financing Agreements and to purchase accounts and make loans and advances and provide other financial accommodations to Client pursuant thereto, Guarantor has agreed to execute a limited guaranty ("Guaranty") and grant to Factor certain collateral security as set forth herein;

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Client hereby agrees as follows:

DEFINED TERMS

All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Factoring Agreement.

GRANT OF SECURITY INTEREST

As collateral security for Guarantors Guaranty of Client's prompt performance, observance and indefeasible payment in full of all of the Obligations (as hereinafter defined), Guarantor grants to Factor, for itself and its affiliates, a collateral security interest in and a general lien upon, and a conditional assignment of, all of Guarantors' right, title and interest in and to the following, whether now owned or hereafter acquired or arising and wherever located (collectively, the "Collateral"): (a) any and all trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, including (i) the trade names, registered trademarks, trademark applications, registered service marks and service mark applications listed on Exhibit A, (ii) all renewals thereof, (iii) all income, royalties, damages and payments now and hereafter due or payable under and with respect thereto, including payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (iv) the right to sue for

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past, present and future infringements and dilutions thereof, (v) the goodwill of each Guarantor's business symbolized by the foregoing or connected therewith, and (vi) all of Guarantor's rights corresponding thereto throughout the world (collectively, the "Trademarks"); (b) all Trademark Licenses (as hereinafter defined); (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and (c) all products and proceeds (as that term is defined in the UCC) of the foregoing, including any claim by Creditor or Guarantor, or either of them, against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Trademark License, including the right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark License. Notwithstanding anything contained in this Agreement to the contrary, the term "Collateral" shall not include any United States intent-to-use trademark applications 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 such intent-to-use trademark applications under applicable federal law, provided that upon submission and acceptance by the United States Patent and Trademark Office (the "USPTO") of an amendment to allege use pursuant to 15 U.S.C. Section 1060(a) (or any successor provision), such intent-to-use trademark application shall be considered Collateral. For the purposes of this Agreement, "Trademark License" means (a) any licenses or other similar rights provided to Client in or with respect to any Trademark owned or controlled by Guarantor, and (b) any licenses or other similar rights provided to any other Person in or with respect to any Trademark owned or controlled by Guarantor in each case, including (i) the license agreements listed on Exhibit B, and (ii) the right to use any of the licenses or other similar rights described in this definition in connection with the enforcement of the Factor's rights under the Financing Agreements.

OBLIGATIONS SECURED

The security interest, lien and other interests granted to Factor pursuant to this Agreement shall secure the prompt performance, observance and payment in full of all amounts of any nature whatsoever, direct or indirect, absolute or contingent, due or to become due, arising or incurred heretofore or hereafter, arising under this Agreement or any other agreement or by operation of law, now or hereafter owing by Client or Guarantor to Factor or to any affiliate of Factor. Said amounts include, but are not limited to loans, debts and liabilities heretofore or hereafter acquired by purchase or assignment from other present or future clients of Factor, or through participation. Without limiting the foregoing, such amounts shall include all advances, loans, interest, commissions, customer late payment charges, cost, fees, expenses, taxes and all receivables charged or chargeable to Client's account under the Factoring Agreement, whether arising under this Agreement, the other Financing Agreements or by operation of law and whether incurred by Client as principal, surety, endorser, guarantor or otherwise as well as all obligations of payment and performance under the Guaranty (all hereinafter referred to as "Obligations").

REPRESENTATIONS, WARRANTIES AND COVENANTS

Client and Guarantor, as applicable to either or both of them hereby represents, warrants and covenants with and to Factor the following (all of such representations, warranties and covenants being continuing so long as any of the Obligations are outstanding) the truth and accuracy of which, or compliance therewith, being a continuing condition of the making of loans and advances and other financial accommodations by Factor to Client under the Financing Agreements:

Client shall pay and perform all of the Obligations according to their terms.

Guarantor shall pay and perform all of the Obligations under the Guaranty according to their terms;

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All of the existing Collateral is valid and subsisting in full force and effect, and Guarantor owns the sole, full and clear title thereto, and the right and power to grant the security interest and conditional assignment granted hereunder. Guarantor shall, at its sole expense, perform all acts and execute all documents necessary or, in Factor's sole and absolute discretion, advisable to maintain the existence of the Collateral consisting of registered Trademarks as registered trademarks and to maintain all of the Collateral as valid and subsisting, including the filing of any renewal affidavits and applications. The Collateral is not subject to any liens, claims, mortgages, assignments, licenses, security interests or encumbrances of any nature whatsoever, except: (i) the security interests granted hereunder and (ii) the licenses permitted under Section 3(e) below.

Guarantor shall not assign, sell, mortgage, lease, transfer, pledge, hypothecate, grant a security interest in or lien upon, encumber, grant an exclusive or non-exclusive license relating to the Collateral, or otherwise dispose of any of the Collateral, in each case without the prior written consent of Factor, except as otherwise permitted herein. Nothing in this Agreement shall be deemed consent by Factor to any such action, except as such action is expressly permitted hereunder.

Guarantor shall, at its sole expense, promptly perform all acts and execute all documents requested at any time by Factor to evidence, perfect, maintain, record or enforce the security interest in and conditional assignment of the Collateral granted hereunder or to otherwise further the provisions of this Agreement. Guarantor hereby authorizes Factor to execute and file one or more financing statements (or similar documents) with respect to the Collateral, signed only by Factor or as otherwise determined by Factor. Guarantor further authorizes Factor to have this Agreement or any other similar security agreement filed with the USPTO or any other appropriate federal, state or local government office.

As of the date hereof, Guarantor does not have any Trademarks registered, or the subject of pending applications, in the USPTO or any similar office or agency in the United States, any State thereof, any political subdivision thereof or in any other country, other than those described in Exhibit A hereto and has not granted any licenses with respect thereto other than as set forth in Exhibit B hereto.

Guarantor shall, concurrently with the execution and delivery of this Agreement, execute and deliver to Factor five (5) originals of a Special Power of Attorney in the form of Exhibit C annexed hereto for the implementation of the assignment, sale or other disposition of the Collateral pursuant to Factor's exercise of the rights and remedies granted to Factor hereunder.

Factor may, in its sole and absolute discretion, pay any amount or do any act which Guarantor fails to pay or do as required hereunder or as requested by Factor to preserve, defend, protect, maintain, record or enforce the Obligations, the Collateral or the security interest and conditional assignment granted hereunder, including, but not limited to, all filing or recording fees, court costs, collection charges, attorneys' fees and legal expenses. Guarantor and Client shall be liable to Factor for any such payment, which payment shall be deemed an advance by Factor to Client shall be payable on demand together with interest at the highest rate then applicable to the indebtedness of Client to Factor set forth in the Factoring Agreement and shall be part of the Obligations secured hereby.

Guarantor shall not file any application for the registration of a Trademark with the USPTO or any similar office or agency in the United States, any State thereof, any political subdivision thereof or in any other country, unless Guarantor has given Factor thirty (30) days prior written notice of such action. If, after the date hereof, Guarantor shall (i) obtain any registered Trademark, or apply for any such registration in the USPTO or in any similar office or agency in the United States, any State thereof, any political subdivision thereof or in any other country or (ii) become an owner of any trademark registrations or applications for trademark registration used in the United States, any State thereof, any political subdivision thereof or in any other country, the provisions of Section 1 hereof shall automatically

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apply thereto. Upon the request of Factor, Guarantor shall promptly execute and deliver to Factor any and all assignments, agreements, instruments, documents and such other papers as may be requested by Factor to evidence the security interests in and conditional assignment of such Trademark in favor of Factor.

Guarantor has not abandoned any of the Trademarks and Guarantor shall not do any act, nor omit to do any act, whereby the Trademarks may become invalidated, unenforceable, avoided or avoidable. Guarantor shall notify Factor immediately if it knows or has reason to know of any reason why any application, registration or recording with respect to the Trademarks may become canceled, invalidated, avoided or avoidable, or why any application may not be granted.

Guarantor shall render any assistance, as Factor shall determine is necessary or advisable, to Factor in any proceeding before the USPTO, any federal or state court, or any similar office or agency in the United States, any State thereof, any political subdivision thereof or in any other country, to maintain such application and registration of the Trademarks as Guarantor's exclusive property and to protect Factor's interest therein, including the filing of applications for renewal, affidavits of use, affidavits of incontestability, and opposition, interference, and cancellation proceedings.

No infringement or unauthorized use presently is being made of any of the Trademarks that would adversely affect in any material respect the fair market value of the Collateral or the benefits of this Agreement granted to Factor, including the validity, priority or perfection of the security interest granted herein or the remedies of Factor hereunder. There has been no judgment holding any Trademark invalid or unenforceable, in whole or part, nor is the validity or enforceability of any Trademark being questioned in any litigation or proceeding. Guarantor shall promptly notify Factor if Guarantor (or any affiliate thereof) learns of any act by any Person which infringes, or which may be reasonably likely to infringe, upon any Trademark. If requested by Factor, Guarantor, at Guarantor's and Client's sole expense, shall join with Factor in such action as Factor, in Factor's sole and absolute discretion, may deem advisable for the protection of Factor's interest in and to any or all of the Trademarks.

Guarantor assumes all responsibility and liability arising from the use of the Trademarks and Guarantor hereby indemnifies and holds Factor harmless from and against any claim, suit, loss, damage, or expense (including attorneys' fees and legal expenses) arising out of any alleged defect in any service or product manufactured, promoted, or sold by Client, Guarantor or any licensee of Guarantor (or any affiliate thereof) in connection with any Trademark or out of the manufacture, promotion, labeling, sale, distribution or advertisement of any such product or service by Client, Guarantor or any licensee of Guarantor (or any affiliate thereof). The foregoing indemnity shall survive the payment of the Obligations, the termination of this Agreement and the termination or non-renewal of the Factoring Agreement.

Guarantor and Client, jointly and severally, shall promptly pay Factor for any and all expenditures made by Factor pursuant to the provisions of this Agreement or for the defense, protection, or enforcement of the Obligations, the Collateral, or the security interests and conditional assignment granted hereunder, including, but not limited to, all filing or recording fees, court costs, collection charges, travel expenses, and attorneys' fees and legal expenses. Such expenditures shall be payable on demand, together with interest at the highest rate then applicable to the indebtedness of Client to Factor set forth in the Factoring Agreement and shall be part of the Obligations secured hereby.

RIGHTS AND REMEDIES

Upon the occurrence of an Event of Default, and at any time thereafter, in addition to all other rights and remedies of Factor, whether provided under this Agreement, the Factoring Agreement,

the other Financing Agreements, applicable law or otherwise, Factor shall have the following rights and remedies which may be exercised without notice to, or consent by, Guarantor except as such notice or consent is expressly provided for hereunder:

Factor may require that neither Guarantor nor any affiliate of Guarantor make any use of the Trademarks for any purpose whatsoever. Factor may make use of any Trademarks for the sale of goods, completion of work-in-process or rendering of services in connection with enforcing any other security interest granted to Factor by Client or any affiliate of Client or for such other reason as Factor may determine.

Factor may grant such license or licenses relating to the Collateral for such term or terms, on such conditions, and in such manner, as Factor shall in its sole and absolute discretion deem appropriate. Such license or licenses may be general, special or otherwise, and may be granted on an exclusive or non-exclusive basis throughout all or any part of the United States of America, its territories and possessions, and all foreign countries.

Factor may assign, sell or otherwise dispose of the Collateral or any part thereof, either with or without special conditions or stipulations except that if notice to Guarantor of intended disposition of Collateral is required by law, the giving of five (5) days prior written notice to Guarantor of any proposed disposition shall be deemed reasonable notice thereof and Guarantor waives any other notice with respect thereto. Factor shall have the power to buy the Collateral or any part thereof, and Factor shall also have the power to execute assurances and perform all other acts which Factor may, in its sole and absolute discretion, deem appropriate or proper to complete such assignment, sale or disposition.

In addition to the foregoing, in order to implement the assignment, sale or other disposition of any of the Collateral pursuant to the terms hereof, Factor may at any time execute and deliver on behalf of Client, pursuant to the authority granted in the Powers of Attorney described in Section 3(f) hereof, one or more instruments of assignment of the Trademarks (or any application, registration, or recording relating thereto), in form suitable for filing, recording, or registration. Client and Guarantor, jointly and severally, agrees to pay Factor on demand all costs incurred in any such transfer of the Collateral, including, but not limited to, any taxes, fees, and attorneys' fees and legal expenses. Client and Guarantor agree that Factor has no obligation to preserve rights to the Trademarks against any other parties.

Factor may first apply the proceeds actually received from any such license, assignment, sale or other disposition of any of the Collateral to the costs and expenses thereof, including attorneys' fees and all legal, travel and other expenses which may be incurred by Factor. Thereafter, Factor may apply any remaining proceeds to such of the Obligations as Factor may in its sole and absolute discretion determine. In the event the proceeds of Collateral are insufficient to satisfy all of the Obligations in full, Client shall remain liable for any such deficiency and shall pay Factor on demand any such unpaid amount, together with interest at the highest rate then applicable to the indebtedness of Client to Factor set forth in the Factoring Agreement.

Client shall supply to Factor or to Factor's designee, Client's knowledge and expertise relating to the manufacture, sale and distribution of the products and rendition of services to which the Trademarks relate.

Nothing contained herein shall be construed as requiring Factor to take any such action at any time. All of Factor's rights and remedies, whether provided under this Agreement, the Factoring Agreement, the other Financing Agreements, applicable law or otherwise, shall be cumulative and none is exclusive. Such rights and remedies may be enforced alternatively, successively, or concurrently.

JURY TRIAL WAIVER; OTHER WAIVERS AND CONSENTS; GOVERNING LAW

This Agreement is made and is to be performed under the laws of the State of New York and shall be governed by and construed and enforced in accordance with said law, excluding any principles of any conflicts of laws or other rule of law that would result in the application of the law of any jurisdiction other than the laws of the State of New York. Client, Guarantor and Factor expressly submit and consent to the jurisdiction of the state and federal courts located in the County of New York, State of New York with respect to any controversy arising out of or relating to this Agreement or any alteration, amendment, change, extension, modification, renewal, replacement, substitution, joinder or supplement hereto or to any transactions in connection herewith. Client, Guarantor and Factor irrevocably waive all claims, obligations and defenses that Client, Guarantor or Factor, as applicable, may have regarding such court's personal or subject matter jurisdiction, venue or inconvenient forum. Nothing herein shall limit the right of Factor to bring proceedings against Client and Guarantor in any other court. Each of the parties to this Agreement hereby waives personal service of any summons or complaint or other process or papers to be issued in any action or proceeding involving any such controversy and hereby agrees that service of such summons or complaint or process may be made by registered or certified mail to the other party at the address appearing on the signature page hereto.

FACTOR, CLIENT AND GUARANTOR DO HEREBY WAIVE ANY AND ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING OF ANY KIND ARISING ON, OUT OF, BY REASON OF, OR RELATING IN WAY TO, THIS AGREEMENT OR THE INTERPRETATION OR ENFORCEMENT THEREOF OR TO ANY TRANSACTIONS HEREUNDER.

Client and Guarantor waive presentment and protest of any instruments and all notices thereof, notice of default and all other notices to which it might otherwise be entitled.

Factor shall not have any liability to Client or Guarantor (whether in tort, contract, equity or otherwise) for losses suffered by Client or Guarantor in connection with, arising out of, or in any way related to the transactions or relationships contemplated by this Agreement, or any act, omission or event occurring in connection herewith, unless it is determined by a final and non-appealable judgment or court order binding on Factor that the losses were the result of Factor's acts or omissions constituting gross negligence or willful misconduct.

MISCELLANEOUS

Unless otherwise specified herein, all notices pursuant to this Agreement shall be in writing and sent either (i) by hand, (ii) by certified mail, return receipt requested, or (iii) by recognized overnight courier service, to the other party at the address set forth herein, or to such other address as a party may from time to time furnish to the other party by notice. Any notice hereunder shall be deemed to have been given on (x) the day of hand delivery, (y) the third Business Day after the day it is deposited in the U.S. Mail, if sent as aforesaid, or (z) the day after it is delivered to a recognized overnight courier service with instructions for next day delivery.

Unless the context of this Agreement clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or". The words "hereof", "herein", "hereby", "hereunder", and similar terms in this Agreement refer to this Agreement as a whole and not to any particular provision of this Agreement. Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise specified. Any reference in this Agreement to any agreement, instrument, or document

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shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). The words "asset" and "property" shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts, and contract rights. The word "Person" means natural persons, corporations, limited liability companies, limited partnerships, general partnerships, limited liability partnerships, joint ventures, trusts, land trusts, business trusts, or other organizations, irrespective of whether they are legal entities, and governments and agencies and political subdivisions thereof, and any reference herein to any Person shall be construed to include such Person's successors and assigns.

Factor shall have the right to assign this Agreement; Client and Guarantor shall have no right to assign this Agreement; and this Agreement, the other Financing Agreements and any other document referred to herein shall inure to the benefit of and shall bind Factor and Client and their respective successors and assigns.

No failure or delay by Factor in exercising any of its powers or rights hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any such power or right preclude other or further exercise thereof or the exercise of any other right or power. Factor's rights, remedies and benefits hereunder are cumulative and not exclusive of any other rights, remedies or benefits which Factor may have. No waiver by Factor will be effective unless in writing and then only to the extent specifically stated.

If any provision of this Agreement is found to be unenforceable or otherwise invalid under applicable law, such provision shall be ineffective only to the extent of such invalidity and the remaining provisions of this Agreement shall remain in full force and effect.

This Agreement is the result of full and complete negotiation at arm's length by all parties hereto. No prior drafts or memoranda prepared by any party shall be used to construe or interpret any provision hereof, nor shall any one party be construed the "drafter" of this Agreement for the purpose of construing the terms, conditions or obligations set forth herein. This Agreement sets forth the entire understanding of the parties with respect to the matters set forth herein and supersedes in their entirety any and all understandings and agreements, whether Written or oral, of the parties with respect to the foregoing. This Agreement cannot be changed, modified or amended in any respect except by a Writing executed by the party to be charged. Client and Guarantor acknowledge that each has been advised by counsel in connection with the execution of this Agreement and the other Financing Agreements and is not relying upon oral representations or statements inconsistent with the terms and provisions of this Agreement.

This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of this Agreement by telefacsimile or other electronic method of transmission shall have the same force and effect as the delivery of an original executed counterpart of this Agreement. Any party delivering an executed counterpart of this guaranty by telefacsimile or other electronic method of transmission shall also deliver an original executed counterpart, but the failure to do so shall not affect the validity, enforceability or binding effect of this Agreement.


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[Signature Page Follows]

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IN WITNESS WHEREOF, Client, Guarantor and Factor have executed this Agreement as of the day and year first above written.

JR APPAREL WORLD LLC

By: 
Name: RONIT MALHOTRA
Title: MANAGING PARTNER

Address: 205 West 39th Street, 7th Floor
New York, New York 10018

JARO DESIGN LLC

By: _____
Name: _____
Title: _____

Address: 205 West 39th Street, 7th Floor
New York, New York 10018

ISRAEL DISCOUNT BANK

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

Address: 511 Fifth Avenue
New York, New York 10018

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IN WITNESS WHEREOF, Client, Guarantor and Factor have executed this Agreement as of the day and year first above written.

JR APPAREL WORLD LLC

By: [Signature]
Name: Rachel M. Merson
Title: Managing Partner
Address: 205 West 39th Street, 7th Floor
New York, New York 10018

JARO DESIGN LLC

By: [Signature]
Name: Stella H. Ott
Title: Manager/CEO
Address: 205 West 39th Street, 7th Floor
New York, New York 10018

ISRAEL DISCOUNT BANK

By: [Signature]
Name: Sophy M. Gold
Title: [Signature]
By: [Signature]
Name: Jason M. Goldberg
Title: Senior Vice President
Address: 511 Fifth Avenue
New York, New York 10018

SCHEDULE A

<u>Trademark</u>	<u>Registration Date</u>	<u>Registration Number</u>	<u>Country</u>
Members Only	February 28, 1978	1086489	United States
Members Only	December 31, 1985	1376674	United States
Members Only	February 8, 2011	3915373	United States
Members Only	February 13, 1981	TMA255907	Canada
Members Only	December 5, 1986	TMA321276	Canada