

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Thom Brown of Boston, Inc.		04/07/2009	CORPORATION: MASSACHUSETTS
RECEIVING PARTY DATA			
Name:	Thomas Brown		
Street Address:	42 Brightwater Place		
City:	Massapequa		
State/Country:	NEW YORK		
Postal Code:	11758		
Entity Type:	INDIVIDUAL: UNITED STATES		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	2975902	THOM BROWN	
Registration Number:	2928970	THOM BROWN	
Registration Number:	2929037	THOM BROWN	
Registration Number:	1290190	THOM BROWN	
Registration Number:	3515135	THOM BROWN NEW YORK	
CORRESPONDENCE DATA			
Fax Number:	(203)327-1096		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	203-324-6155		
Email:	ccobb@ssjr.com		
Correspondent Name:	Gene S. Winter		
Address Line 1:	986 Bedford Street		
Address Line 2:	St. Onge Steward Johnston & Reens LLC		
Address Line 4:	Stamford, CONNECTICUT 06905		

OP \$140.00 2975902

ATTORNEY DOCKET NUMBER:	04723-A0012A
NAME OF SUBMITTER:	Gene S. Winter
Signature:	/Gene S. Winter/
Date:	04/15/2009
Total Attachments: 5 source=Security Agreement Between Thom Brown of Boston, Inc and Thomas Brown#page1.tif source=Security Agreement Between Thom Brown of Boston, Inc and Thomas Brown (2)#page1.tif source=Security Agreement Between Thom Brown of Boston, Inc and Thomas Brown (3)#page1.tif source=Security Agreement Between Thom Brown of Boston, Inc and Thomas Brown (4)#page1.tif source=Security Agreement Between Thom Brown of Boston, Inc and Thomas Brown (5)#page1.tif	

SECURITY AGREEMENT

This Security Agreement (the "Agreement") is made this 7 day of March 2009 by and between Thom Brown of Boston, Inc., a Massachusetts corporation, having a principal place of business at 331 Newbury Street, Boston, MA 02115 (hereinafter referred to as "Borrower" and "TBB"), and Thomas Brown, with an address at 42 Brightwater Place, Massapequa, NY 11758 (hereinafter referred to as "Lender" and "Mr. Brown").

WHEREAS, the Borrower and Lender have entered into a certain Credit Agreement dated June 12, 2003, in which the Lender made loans to the Borrower and extended a revolving line of credit (hereinafter the "Credit Agreement").

NOW, THEREFORE, in consideration of mutual covenants and agreements herein contained, the TBB and Mr. Brown agree as follows:

1. Effective Date. The Effective Date of this Agreement is June 12, 2003.

2. Security Interest. For good and valuable consideration, TBB hereby grants to Mr. Brown a security interest in the property described below, transfers, and conveys to Mr. Brown all right, title and interest in the Collateral, and the right to sue and collect damages for past infringement thereof, along with any continuations, substitutions, divisions, reissues, modifications and extensions of the Collateral. To secure the prompt and complete payment, observance and performance when due (whether at the stated maturity, by acceleration or otherwise) of all the Obligations, the Borrower hereby assigns and pledges to the Lender, and hereby grants to the Lender, a security interest in all of the Borrower's right, title and interest in and to the following, whether now-owned or existing or hereafter arising or acquired and wheresoever located (collectively, the "Collateral"):

a) trademarks, trademark registrations, trade names and trademark applications for any of the foregoing in the United States Patent and Trademark Office or in any other office or with any other official anywhere in the world or which are used in the United States or any state, territory or possession thereof, or in any other place, nation or jurisdiction anywhere in the world, including, without limitation, the trademarks, trademark registrations, service marks, service mark registrations and applications listed on Exhibit "A", attached hereto and made a part hereof, and (i) all renewals thereof, (ii) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future

infringements thereof, (iii) the right to sue for past, present and future infringements thereof, and (iv) all rights corresponding thereto throughout the world (all of the foregoing trademarks, and trademark registrations, trade names, service marks, service mark registration and applications, together with the items described in clauses (i) through (iv) in this subparagraph (a), are sometimes hereinafter individually and/or collectively referred to as the "Trademarks");

b) license agreements with any other party in connection with any Trademarks or such other party's trademarks or trademark applications, whether the Borrower is a licensor or licensee under any such license agreement, including, but not limited to, the license agreements listed on Exhibit B attached hereto and made a part hereof, and the right to prepare for sale, sell and advertise for sale, all of the inventory now or hereafter owned by the Borrower and now or hereafter covered by such license agreements (all of the foregoing being hereinafter referred to collectively as the "Licenses"); and

c) the goodwill of the Borrower's business connected with and symbolized by the Trademarks.

4. Term. The term of the security interest granted herein shall extend until the payment in full of the Obligations and the termination or expiration of the Credit Agreement.

5. Default and Remedies. This Agreement, covering the above defined Collateral was executed simultaneously with a Credit Agreement under which Lender is granted a lien on and security interest in, inter alia, inventory, computers, equipment and offices ("Other Assets") relating to products sold under the Trademarks, whereby Lender shall have the right to foreclose simultaneously on the Trademarks and the Other Assets in the event of the occurrence and continuance of a default hereunder or an event of default under the Credit Agreement. Further,

- a) On any default of the Obligations of Borrower under the Credit Agreement, and at any time, Mr. Brown may declare all obligations to be immediately due and payable.
- b) TBB shall be liable for any deficiency remaining due to the obligation after disposition of the Collateral by Mr. Brown on default of TBB.
- c) All payments received by Borrower under or in connection with any of the Collateral shall be held by Borrower in trust for Lender, shall be

segregated from other funds of Borrower and shall forthwith upon receipt by Borrower, be turned over to Lender, in the same form as received by Borrower (duly endorsed by Borrower to Lender, if required); and

d) Any and all such payments so received by Lender (whether from Borrower or otherwise) may, in the sole discretion of Lender, be held by Lender as collateral security for, and/or then or at any time thereafter applied in whole or in part by Lender against all or any part of the Obligations in such order as Lender shall elect. Any balance of such payments held by Lender and remaining after payment in full of all the Obligations shall be paid over to Borrower or to whomsoever may be lawfully entitled to receive the same.

e) If any Event of Default shall occur and be continuing, Lender may exercise in addition to all other rights and remedies granted to it in this Security Agreement and in any other instrument or agreement securing, evidencing or relating to the Obligations, all rights and remedies of a secured party under the Uniform Commercial Code. Borrower shall remain liable for any deficiency if the proceeds of any sale or disposition of the Collateral are insufficient to pay all amounts to which Lender is entitled. Borrower shall also be liable for the reasonable fees of any attorneys employed by Lender to collect any such deficiency and also as to any reasonable attorney's fees incurred by Lender with respect to the collection of any of the Obligations and the enforcement of any of Lender's respective rights hereunder.

6. Termination. At such time as Borrower shall completely pay in full all of the Obligations and the Credit Agreement is terminated, this Security Agreement shall terminate and Lender shall execute and deliver to Borrower all such releases, deeds, assignments and other instruments as may be necessary or proper to re-vest in Borrower full title to the Trademarks, subject to any disposition thereof which may have been made by Lender pursuant hereto.

7. Severability. The provisions of this Security Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.


8. No Modification Except in Writing. This Security Agreement is subject to modification only by a writing signed by the parties.

9. Successors and Assigns. The benefits and burdens of this Security Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.

10. Governing Law. The validity and interpretation of this Security Agreement and the rights and obligations of the parties shall be governed by the laws of the State of New York.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly executed as of the day and year first above written.

THOMAS BROWN

By: 
Mr. Thomas Brown

THOM BROWN OF BOSTON, INC.

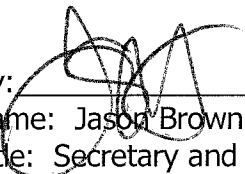

By: 
Name: Jason Brown
Title: Secretary and Treasurer

EXHIBIT "A"

TM/SN/RN/	Status/Status Date	Full Goods/Services	Owner
THOM BROWN SN:78-363310 RN:2,975,902	Registered July 26, 2005	(Int'l Class: 35) G & s: retail store services featuring women's and men's footwear and clothing, namely, boots, shoes, sandals, athletic footwear, t-shirts, shirts, jeans, pants, skirts, dresses, jackets and coats	Thom Brown of Boston, Inc. (Massachusetts Corp.) Suite N 155 Webster Street Hanover Massachusetts,02339
THOM BROWN THOM BROWN SN:78-378744 RN:2,928,970	Registered March 1, 2005	(Int'l Class: 25) Footwear-namely, shoes, boots, sandals, sneakers; clothing-namely, t-shirts, pants, jackets, hats, belts	Thom Brown of Boston, Inc. (Massachusetts Corp.) Unit N 55 Webster Street Hanover Massachusetts,02339
THOM BROWN (Stylized) T H BROWN M SN:78-420893 RN:2,929,037	Registered March 1, 2005	(Int'l Class: 25) Footwear-namely, shoes, boots, sandals, sneakers; clothing-namely, t-shirts, pants, jackets, hats, belts (Int'l Class: 35) Retail store services featuring women's and men's footwear and clothing, namely, boots, shoes, sandals, athletic footwear, t-shirts, shirts, jeans, pants, skirts, dresses, jackets and coats	Thom Brown of Boston, Inc. (Massachusetts Corp.) Suite N 155 Webster Street Hanover Massachusetts,02339
THOM BROWN and Design  SN:73-421766 RN:1,290,190	Renewed 8 & 15 August 14, 2004	(Int'l Class: 25) Women's shoes	Thom Brown of Boston, Inc. (Massachusetts Corp.) Unit N 55 Webster Street Hanover Massachusetts,02339
THOM BROWN NEW YORK THOM BROWN NEW YORK SN:77-294818 RN:3,515,135 Disclaimer: "NEW YORK"	Registered October 14, 2008	(Int'l Class: 25) Footwear	Thom Brown of Boston, Inc. (Massachusetts Corp.) 155 Webster St. Hanover Massachusetts,02339