

## 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
Rose Tarlow, Inc.		01/25/2008	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Fifth Street Finance Corp.		
Street Address:	455 Hamilton Street		
Internal Address:	Suite 1206		
City:	White Plains		
State/Country:	NEW YORK		
Postal Code:	10601		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	77394472	ROSE TARLOW - MELROSE HOUSE	
CORRESPONDENCE DATA			
Fax Number:	(714)546-9035		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	(714) 641-5100		
Email:	vpai@rutan.com, ezaskoda@rutan.com, mboliard@rutan.com, sbarricella@rutan.com, trademarks@rutan.com, scain@rutan.com		
Correspondent Name:	Vijay Pai, Esq., Rutan & Tucker, LLP		
Address Line 1:	611 Anton Boulevard		
Address Line 2:	Suite 1400		
Address Line 4:	Costa Mesa, CALIFORNIA 92626		
ATTORNEY DOCKET NUMBER:	024969.0046		
NAME OF SUBMITTER:	Vijay Pai		

900138514

TRADEMARK  
REEL: 004023 FRAME: 0582

CH \$40.00 77394472

Signature:	/Vijay Pai/
Date:	07/13/2009
<p><b>Total Attachments: 16</b></p> <p>source=Rose Tarlow &amp; Fifth Street Finance Corp Security Agreement#page1.tif source=Rose Tarlow &amp; Fifth Street Finance Corp Security Agreement#page2.tif source=Rose Tarlow &amp; Fifth Street Finance Corp Security Agreement#page3.tif source=Rose Tarlow &amp; Fifth Street Finance Corp Security Agreement#page4.tif source=Rose Tarlow &amp; Fifth Street Finance Corp Security Agreement#page5.tif source=Rose Tarlow &amp; Fifth Street Finance Corp Security Agreement#page6.tif source=Rose Tarlow &amp; Fifth Street Finance Corp Security Agreement#page7.tif source=Rose Tarlow &amp; Fifth Street Finance Corp Security Agreement#page8.tif source=Rose Tarlow &amp; Fifth Street Finance Corp Security Agreement#page9.tif source=Rose Tarlow &amp; Fifth Street Finance Corp Security Agreement#page10.tif source=Rose Tarlow &amp; Fifth Street Finance Corp Security Agreement#page11.tif source=Rose Tarlow &amp; Fifth Street Finance Corp Security Agreement#page12.tif source=Rose Tarlow &amp; Fifth Street Finance Corp Security Agreement#page13.tif source=Rose Tarlow &amp; Fifth Street Finance Corp Security Agreement#page14.tif source=Rose Tarlow &amp; Fifth Street Finance Corp Security Agreement#page15.tif source=Rose Tarlow &amp; Fifth Street Finance Corp Security Agreement#page16.tif</p>	

**TRADEMARK COLLATERAL ASSIGNMENT  
AND SECURITY AGREEMENT**

TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT is dated as of January 25, 2008, among ROSE TARLOW, INC., a California corporation ("Assignor") and FIFTH STREET FINANCE CORP., a Delaware corporation (the "Lender").

WHEREAS, Assignor is the owner of the trademark and tradenames "Rose Tarlow-Melrose House" and "Rose Tarlow Collection"; and

WHEREAS, Assignor, Rose Tarlow Collection, Inc. and Rose Tarlow, an individual, have entered into that certain Trademark Agreement of even date herewith ("Tarlow Agreement") to define the parties rights and obligations with regards to certain trademarks;

WHEREAS, the Assignor and the Lender are parties to a Credit Agreement dated of even date herewith (as amended and in effect from time to time, the "Agreement"), between, inter alia, the Assignor and the Lender; and

WHEREAS, it is a condition precedent to the Lender's making any loans or otherwise extending credit to the Assignor under the Agreement that the Assignor execute and deliver to the Lender this Trademark Agreement (as defined below);

WHEREAS, pursuant to the Agreement, the Assignor has granted to the Lender a security interest in certain of the Assignor's personal property and fixture assets, including without limitation the Trademarks listed on Schedule A attached hereto, all to secure the payment and performance of the obligations of Assignor to Lender under the Agreement, the Note and the Loan Documents (as such terms are defined in the Agreement) (such obligations of Assignor to Lender are hereinafter referred to as the "Obligations"); and

WHEREAS, this Trademark Agreement is supplemental to the provisions contained in the Agreement.

NOW, THEREFORE, in consideration of the premises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

**1. Definitions.** Capitalized terms used herein and not otherwise defined herein shall have the respective meanings provided therefor in the Agreement. In addition, the following terms shall have the meanings set forth in this Section 1 or elsewhere in this Trademark Agreement referred to below:

*Proceeds.* Any consideration received from the sale, exchange, license, lease or other disposition or transfer of any right, interest, asset or property which constitutes all or any part of the Trademark Collateral, any value received as a consequence of the ownership, possession, use or practice of any Trademark Collateral, and any payment received from any

insurer or other person or entity as a result of the destruction or the loss, theft or other involuntary conversion of whatever nature of any right, interest, asset or property which constitutes all or any part of the Trademark Collateral.

*PTO.* The United States Patent and Trademark Office.

*Trademark Agreement.* This Trademark Collateral Assignment and Security Agreement, as amended and in effect from time to time.

*Trademark Collateral.* All of the Assignor's right, title and interest in and to all of the Trademarks, tradenames, the RTMH Mark (as defined in the Tarlow Agreement), the Trademark License Rights, and all other Trademark Rights, and all additions, improvements, and accessions to, all substitutions for and replacements of, and all products and Proceeds (including insurance proceeds) of any and all of the foregoing, and all books and records and technical information and data describing or used in connection with any and all such rights, interests, assets or property.

*Trademark License Rights.* Any and all past, present or future rights and interests of the Assignor, but specifically excluding any obligations of Assignor, pursuant to any and all past, present and future licensing agreements, written or oral, in favor of the Assignor, or to which the Assignor is a party, pertaining to any Trademarks, or Trademark Rights, owned or used by third parties in the past, present or future, including the right in the name of the Assignor or the Lender to enforce, and sue and recover for, any past, present or future breach or violation of any such agreement.

*Trademark Rights.* Any and all past, present or future rights in, to and associated with the Trademarks throughout the world, whether arising under federal law, state law, common law, foreign law, or otherwise, including but not limited to the following: all such rights arising out of or associated with the Trademarks; the right (but not the obligation) to register claims under any federal, state or foreign trademark law or regulation; the right (but not the obligation) to sue or bring opposition or bring cancellation proceedings in the name of the Assignor or the Lender for any and all past, present and future infringements of or any other damages or injury to the Trademarks or the Trademark Rights, and the rights to damages or profits due or accrued arising out of or in connection with any such past, present or future infringement, damage or injury; and the Trademark License Rights.

*Trademarks.* All trademarks and trademark applications, whether United States or foreign, that are owned by the Assignor or in which the Assignor has any right, title or interest, now or in the future, and however defined or classified under (i) Article 9, or (ii) Revised Article 9, including but not limited to:

(a) the trademarks listed on Schedule A hereto and all rights, including license rights, to the trademarks and trade names set forth on Schedule A (as the same may be amended pursuant hereto from time to time);

(b) all trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers and the goodwill associated therewith, now and existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether registered in the PTO or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof or otherwise, including without limitation, any thereof referred to in the Agreement;

(c) all re-issues, continuations, divisions, continuations-inpart, renewals or extensions thereof,

(d) the right (but not the obligation) to make and prosecute applications for such Trademarks.

**2. Grant of Security Interest.** To secure the payment and performance in full of all of the Obligations, the Assignor hereby grants, assigns, transfers and conveys to the Lender, A CONTINUING SECURITY INTEREST IN all of the Trademark Collateral. THE LENDER ASSUMES NO LIABILITY ARISING IN ANY WAY BY REASON OF ITS HOLDING SUCH COLLATERAL SECURITY AND ASSUMES NO OBLIGATIONS UNDER ANY AGREEMENT TO WHICH ASSIGNOR IS A PARTY RELATING TO THE TRADEMARKS, INCLUDING WITHOUT LIMITATION, THE TARLOW AGREEMENT.

**3. Representations, Warranties and Covenants.** The Assignor represents, warrants and covenants that: (i) Schedule A attached hereto sets forth a true and complete list of all the domestic trademarks, rights to trademarks and trademark applications now owned, licensed, controlled or used by the Assignor; (ii) the issued Trademarks are subsisting and have not been adjudged invalid or unenforceable, in whole or in part, and there is no litigation or proceeding pending concerning the validity or enforceability of the issued Trademarks; (iii) to the best of the Assignor's knowledge, each of the issued Trademarks is valid and enforceable; (iv) to the best of the Assignor's knowledge, there is no infringement by others of the issued Trademarks or Trademark Rights; (v) to the best of the Assignor's knowledge, no claim has been made that the use of any of the Trademarks does or may violate the rights of any third person, and to the best of the Assignor's knowledge there is no infringement by the Assignor of the trademark rights of others; (vi) the Assignor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Trademarks (other than ownership and other rights reserved by third party owners with respect to Trademarks which the Assignor is licensed to practice or use), free and clear of any liens, charges, encumbrances and adverse claims, including without limitation pledges, assignments, licenses and covenants by the Assignor not to sue third persons, other than the security interest created by the Agreement and this Trademark Agreement; (vii) the Assignor has the unqualified right to enter into this Trademark Agreement and perform its terms; (viii) this Trademark Agreement, together with the Agreement, will create in favor of the Lender a valid and perfected first priority security interest in the Trademark Collateral upon making the filings referred to in clause (ix) of this Section 3; and (ix) except for the filing of financing statements with Secretary of State for the State of California under the Uniform Commercial Code, no authorization, approval or other action by, and no notice to or filing with, any governmental or regulatory authority, agency or office is

required either (1) for the grant by the Assignor or the effectiveness of the security interest and assignment granted hereby or for the execution, delivery and performance of this Trademark Agreement by the Assignor, or (2) for the perfection of or the exercise by the Lender of any of its rights and remedies hereunder.

**4. No Transfer or Inconsistent Agreements.** Without the Lender's prior written consent and except for licenses of the Trademark Collateral in the ordinary course of the Assignor's business consistent with its past practices, the Assignor will not (i) mortgage, pledge, assign, encumber, grant a security interest in, transfer, license or alienate any of the Trademark Collateral, or (ii) enter into any agreement (for example, a license agreement) that is inconsistent with the Assignor's obligations under this Trademark Agreement or the Agreement.

**5. After-Acquired Trademarks, etc.**

**5.1 After-Acquired Trademarks.** If, before the Obligations shall have been finally paid and satisfied in full, the Assignor shall obtain any right, title or interest in or to any other or new trademarks or trademark applications, or become entitled to the benefit of any trademark application or trademark or any reissue, division, continuation, renewal, extension, or continuation-in-part of any of the Trademark Collateral or any improvement on any of the Trademark Collateral, the provisions of this Trademark Agreement shall automatically apply thereto and the Assignor shall promptly give to the Lender notice thereof in writing and execute and deliver to the Lender such documents or instruments as the Lender may reasonably request further to transfer title thereto to the Lender.

**5.2 Amendment to Schedule.** The Assignor authorizes the Lender to modify this Trademark Agreement, without the necessity of the Assignor's further approval or signature, by amending Schedule A hereto to include any future or other Trademarks or Trademark Rights under Section 2 or Section 5 hereof.

**6. Trademark Prosecution.**

**6.1 Assignor Responsible.** The Assignor shall assume full and complete responsibility for the prosecution, grant, enforcement or any other necessary or desirable actions in connection with the Trademark Collateral, and shall hold the Lender harmless from any and all costs, damages, liabilities and expenses which may be incurred by the Lender in connection with the Lender's title to any of the Trademark Collateral or any other action or failure to act in connection with this Trademark Agreement or the transactions contemplated hereby other than as may result from the Lender's gross negligence or willful misconduct.

**6.2 Assignor's Duties, etc.** If commercially reasonable in Assignor's reasonable judgment, the Assignor shall have the duty, through counsel acceptable to the Lender, to prosecute diligently any patent applications of the Trademarks pending as of the date of this Trademark Agreement or thereafter, to make application for unregistered Trademarks and to preserve and maintain all rights in the Trademarks, including without limitation the payment when due of all maintenance fees and other fees, taxes and other expenses which shall be incurred or which shall accrue with respect to any of the Trademarks. Any expenses incurred in

connection with such applications and actions shall be borne by the Assignor. If commercially reasonable in Assignor's reasonable judgment, the Assignor shall not abandon any filed trademark application, or any pending trademark application or trademark, without the consent of the Lender, which consent shall not be unreasonably withheld. The Lender hereby appoints the Assignor as its agent, effective upon Event of Default, for all matters referred to in the foregoing provisions of this Section 6 and agrees to execute any documents necessary to confirm such appointment. Upon the occurrence and during the continuance of an Event of Default, the Lender may terminate such agency by providing written notice of termination to the Assignor.

**6.3 Assignor's Enforcement Rights.** The Assignor shall have the right, with the consent of the Lender, which shall not be unreasonably withheld, to bring suit or other action in the Assignor's own name to enforce the Trademarks and the Trademark Rights. The Lender shall be required to join in such suit or action as may be necessary to assure the Assignor's ability to bring and maintain any such suit or action in any proper forum so long as the Lender is completely satisfied that such joinder will not subject the Lender to any risk of liability. The Assignor shall promptly, upon demand, reimburse and indemnify the Lender for all damages, costs and expenses, including legal fees, incurred by the Lender pursuant to this Section 6.3.

**6.4 Protection of Trademarks, etc.** If commercially reasonable in Assignor's reasonable judgment, in general, the Assignor shall take any and all such actions (including but not limited to institution and maintenance of suits, proceedings or actions) as may be necessary or appropriate to properly maintain, protect, preserve, care for and enforce the Trademark Collateral. The Assignor, in its commercially reasonable judgment, shall not take or fail to take any action, nor permit any action to be taken or not taken by others under its control, which would materially affect the validity, grant or enforcement of any of the Trademark Collateral.

**6.5 Notification by Assignor.** Promptly upon obtaining knowledge thereof, the Assignor will notify the Lender in writing of the institution of, or any final adverse determination in, any proceeding in the PTO or any similar office or agency of the United States or any foreign country, or any court, regarding the validity of any of the Trademarks or the Assignor's rights, title or interests in and to any of the Trademark Collateral, and of any event which does or reasonably could materially adversely affect the value of any of the Trademark Collateral, the ability of the Assignor or the Lender to dispose of any of the Trademark Collateral or the rights and remedies of the Lender in relation thereto (including but not limited to the levy of any legal process against any of the Trademark Collateral).

**7. Reserved.**

**8. Remedies.** If any Event of Default shall have occurred and be continuing, then upon notice by the Lender to the Assignor: (i) the Assignor shall immediately cease and desist from the practice, use and sale of the Trademark Collateral; and (ii) the Lender shall have, in addition to all other rights and remedies given it by this Trademark Agreement, the Agreement and the other Loan Documents, those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in the State of New York and any other relevant jurisdiction and, without limiting the generality of the foregoing, the Lender may

immediately, without demand of performance and without other notice (except as set forth next below) or demand whatsoever to the Assignor, all of which are hereby expressly waived, and without advertisement, sell or license at public or private sale or otherwise realize upon the whole or from time to time any part of the Trademark Collateral, or any interest which the Assignor may have therein, and after deducting from the proceeds of sale or other disposition of the Trademark Collateral all expenses (including all reasonable expenses for broker's fees and legal services), shall apply the residue of such proceeds toward the payment of the Obligations as set forth in the Agreement. Notice of any sale, license or other disposition of any of the Trademark Collateral shall be given to the Assignor at least five (5) days before the time that any intended public sale or other disposition of such Trademark Collateral is to be made or after which any private sale or other disposition of such Trademark Collateral may be made, which the Assignor hereby agrees shall be reasonable notice of such public or private sale or other disposition. At any such sale or other disposition, the Lender may, to the extent permitted under applicable law, purchase or license the whole or any part of the Trademark Collateral or interests therein sold, licensed or otherwise disposed of.

9. **Collateral Protection.** If the Assignor shall fail to do any act that it has covenanted to do hereunder, or if any representation or warranty of the Assignor shall be breached in any material respect, the Lender, in its own name or that of the Assignor (in the sole discretion of the Lender), may (but shall not be obligated to) do such act or remedy such breach (or cause such act to be done or such breach to be remedied), and the Assignor agrees promptly to reimburse the Lender for any cost or expense incurred by the Lender in so doing.

10. **Power of Attorney.** If any Event of Default shall have occurred and be continuing, the Assignor does hereby make, constitute and appoint the Lender (and any officer or agent of the Lender as the Lender may select in its exclusive discretion) as the Assignor's true and lawful attorney-in-fact, with the power to endorse the Assignor's name on all applications, documents, papers and instruments necessary for the Lender to use any of the Trademark Collateral, to practice, use or sell Trademark Collateral, to grant or issue any exclusive or nonexclusive license of any of the Trademark Collateral to any third person, or necessary for the Lender to assign, pledge, convey or otherwise transfer title in or dispose of the Trademark Collateral or any part thereof or interest therein to any third person, and, in general, to execute and deliver any instruments or documents and do all other acts which the Assignor is obligated to execute and do hereunder. The Assignor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof, and releases the Lender from any claims, liabilities, causes of action or demands arising out of or in connection with any action taken or omitted to be taken by the Lender under this power of attorney (except for the Lender's gross negligence or willful misconduct or failure to act in a commercially reasonable manner). This power of attorney shall be irrevocable for the duration of this Trademark Agreement for so long as any Event of Default has occurred and is continuing.

11. **Further Assurances.** The Assignor shall, at any time and from time to time, and at its expense, make, execute, acknowledge and deliver, and file and record as necessary or appropriate with governmental or regulatory authorities, agencies or offices, such agreements, assignments, documents and instruments, and do such other and further acts and things (including, without limitation, obtaining consents of third parties), as the Lender may



reasonably request or as may be necessary or appropriate in order to implement and effect fully the intentions, purposes and provisions of this Trademark Agreement, or to assure and confirm to the Lender the grant, perfection and priority of the Lender's security interest in any of the Trademark Collateral.

**12. Termination.** At such time as all of the Obligations have been finally paid and satisfied in full, this Trademark Agreement shall terminate and the Lender shall, upon the written request and at the expense of the Assignor, execute and deliver to the Assignor all deeds, assignments and other instruments as may be necessary or proper to reassign and reconvey to and re-vest in the Assignor the entire right, title and interest to the Trademark Collateral previously granted, assigned, transferred and conveyed to the Lender by the Assignor pursuant to this Trademark Agreement, as fully as if this Trademark Agreement had not been made, subject to any disposition of all or any part thereof which may have been made by the Lender pursuant hereto or the Agreement.

**13. Course of Dealing.** No course of dealing among the Assignor and the Lender, nor any failure to exercise, nor any delay in exercising, on the part of the Lender, any right, power or privilege hereunder or under the Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

**14. Expenses.** Any and all reasonable fees, costs and expenses, of whatever kind or nature, including the reasonable attorneys' fees and legal expenses incurred by the Lender in connection with the preparation of this Trademark Agreement and all other documents relating hereto, the consummation of the transactions contemplated hereby or the enforcement hereof, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or otherwise protecting, maintaining or preserving any of the Trademark Collateral, or in defending or prosecuting any actions or proceedings arising out of or related to any of the Trademark Collateral, shall be borne and paid by the Assignor.

**15. Overdue Amounts.** Until paid, all amounts due and payable by the Assignor hereunder shall be a debt secured by the Trademark Collateral and other Collateral and shall bear, whether before or after judgment, interest at the rate of interest for overdue principal set forth in the Agreement.

**16. No Assumption of Liability; Indemnification.** NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, THE LENDER ASSUMES NO LIABILITIES OF THE ASSIGNOR WITH RESPECT TO ANY CLAIM OR CLAIMS REGARDING THE ASSIGNOR'S OWNERSHIP OR PURPORTED OWNERSHIP OF, OR RIGHTS OR PURPORTED RIGHTS ARISING FROM, ANY OF THE TRADEMARK COLLATERAL OR ANY PRACTICE, USE, LICENSE OR SUBLICENSE THEREOF, OR ANY PRACTICE, USE OR SALE OF ANY OF THE TRADEMARK COLLATERAL, WHETHER ARISING OUT OF ANY PAST, CURRENT OR FUTURE EVENT, CIRCUMSTANCE, ACT OR OMISSION OR OTHERWISE. ALL OF SUCH LIABILITIES SHALL BE EXCLUSIVELY BORNE BY THE ASSIGNOR, AND THE ASSIGNOR SHALL

INDEMNIFY THE LENDER FOR ANY AND ALL COSTS, EXPENSES, DAMAGES AND CLAIMS, INCLUDING LEGAL FEES, INCURRED BY THE LENDER WITH RESPECT TO SUCH LIABILITIES.

**17. Rights and Remedies Cumulative.** All of the Lender's rights and remedies with respect to the Trademark Collateral, whether established hereby or by the Agreement or by any other agreements or by law, shall be cumulative and may be exercised singularly or concurrently. This Trademark Agreement is supplemental to the Agreement, and nothing contained herein shall in any way derogate from any of the rights or remedies of the Lender contained therein. Nothing contained in this Trademark Agreement shall be deemed to extend the time of attachment or perfection of or otherwise impair the security interest in any of the Trademark Collateral granted to the Lender under the Agreement.

**18. Notices.** All notices and other communications made or required to be given pursuant to this Trademark Agreement shall be in writing and shall be delivered in hand, mailed by United States registered or certified first-class mail, postage prepaid, or sent by telecopy and confirmed by delivery via courier or postal service, addressed as follows:

(a) if to the Assignor, c/o Design Investors LLC, 136 Main Street, Suite 206, Westport, CT 06880, Attn: Mr. Peter A. Sallick/Ms. Margaret E. Touborg, or at such other address for notice as the Assignor shall last have furnished in writing to the person giving the notice; and

(b) if to the Lender, Fifth Street Finance Corp., White Plains Plaza, 445 Hamilton Avenue, Suite 1206, White Plains, New York 10601, Attention: General Counsel or at such other address for notice as the Lender shall last have furnished in writing to the person giving the notice.

Any such notice or demand shall be deemed to have been duly given or made and to have become effective (i) if delivered by hand to a responsible officer of the party to which it directed, at the time of the receipt thereof by such officer, (ii) if sent by registered or certified first-class mail, postage prepaid, two (2) Business Days after the posting thereof, and (iii) if sent by telecopy at the time of the dispatch thereof, if in normal business hours in the country of receipt, or otherwise at the opening of business on the following Business Day.

**19. Amendment and Waiver.** This Trademark Agreement is subject to modification only by a writing signed by the Lender and the Assignor, except as provided in Section 5.2. The Lender shall not be deemed to have waived any right hereunder unless such waiver shall be in writing and signed by the Lender. A waiver on any one occasion shall not be construed as a bar to or waiver of any right on any future occasion.

**20. Governing Law; Consent to Jurisdiction.** **THIS TRADEMARK AGREEMENT IS INTENDED TO TAKE EFFECT AND SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.** The Assignor agrees that any suit for the enforcement of this Trademark Agreement may be brought in the courts of the State of New York or any federal court sitting therein and

consents to the nonexclusive jurisdiction of such court and to service of process in any such suit being made upon the Assignor by mail at the address specified in Section 18. The Assignor hereby waives any objection that it may now or hereafter have to the venue of any such suit or any such court or that such suit is brought in an inconvenient court.

**21. Waiver of Jury Trial.** THE ASSIGNOR WAIVES ITS RIGHT TO A JURY TRIAL WITH RESPECT TO ANY ACTION OR CLAIM ARISING OUT OF ANY DISPUTE IN CONNECTION WITH THIS TRADEMARK AGREEMENT, ANY RIGHTS OR OBLIGATIONS HEREUNDER OR THE PERFORMANCE OF ANY SUCH RIGHTS OR OBLIGATIONS. Except as prohibited by law, the Assignor waives any right which it may have to claim or recover in any litigation referred to in the preceding sentence any special, exemplary, punitive or consequential damages or any damages other than, or in addition to, actual damages. The Assignor (i) certifies that neither the Lender nor any representative, agent or attorney of the Lender has represented, expressly or otherwise, that the Lender would not, in the event of litigation, seek to enforce the foregoing waivers, and (ii) acknowledges that, in entering into the Agreement and the other Documents to which the Lender is a party, the Lender is relying upon, among other things, the waivers and certifications contained in this Section 21.

**22. Miscellaneous.** The headings of each section of this Trademark Agreement are for convenience only and shall not define or limit the provisions thereof. This Trademark Agreement and all rights and obligations hereunder shall be binding upon the Assignor and its successors and assigns, and shall inure to the benefit of the Lender and its successors and assigns. In the event of any irreconcilable conflict between the provisions of this Trademark Agreement and the Agreement, the provisions of the Agreement shall control. If any term of this Trademark Agreement shall be held to be invalid, illegal or unenforceable, the validity of all other terms hereof shall in no way be affected thereby, and this Trademark Agreement shall be construed and be enforceable as if such invalid, illegal or unenforceable term had not been included herein. The Assignor acknowledges receipt of a copy of this Trademark Agreement.

[signatures on next page]

SIGNATURE PAGE TO TRADEMARK COLLATERAL ASSIGNMENT  
AND SECURITY AGREEMENT

IN WITNESS WHEREOF, this Trademark Agreement has been executed as of the day  
and year first above written.

ROSE TARLOW, INC.,  
a California corporation

By: Margaret G. Tarlow  
Name: Margaret Tarlow  
Title: CEO

SIGNATURE PAGE TO TRADEMARK COLLATERAL ASSIGNMENT  
AND SECURITY AGREEMENT


IN WITNESS WHEREOF, this Trademark Agreement has been executed as of the day  
and year first above written.

ROSE TARLOW, INC.,  
a California corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

FIFTH STREET FINANCE CORP.,  
a Delaware corporation

By: Fifth Street Management LLC,  
a Delaware limited liability  
company,  
its Agent

By:   
Bernard D. Berman  
Member

SCHEDULE A

Assignor Trademarks

Trademark	Registration No.	Registration Date

EXECUTION COPY

FIRST AMENDMENT TO TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY  
AGREEMENT

FIRST AMENDMENT TO TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT (this "First Amendment"), dated as of March 1, 2008, by and among ROSE TARLOW, INC., a California corporation (the "Borrower") and FIFTH STREET FINANCE CORP., a Delaware corporation (the "Lender"). Unless otherwise indicated, all capitalized terms used herein and not otherwise defined herein shall have the respective meanings provided such terms in the Trademark Assignment referred to below.

WITNESSETH:

WHEREAS, the Borrower and the Lender are parties to a Trademark Collateral Assignment and Security Agreement, dated as of January 25, 2008 (the "Trademark Assignment"); and

WHEREAS, subject to the terms and conditions of this First Amendment, the parties hereto wish to amend certain provisions of the Trademark Assignment as herein provided;

NOW, THEREFORE, it is agreed:

I. Amendment to Trademark Assignment.

1. Schedule A of the Trademark Assignment is hereby amended by deleting the table appearing therein in its entirety and inserting the following table in lieu thereof:

Assignor Trademarks

Trademark	Serial No.	Filing Date
Rose Tarlow – Melrose House	77-394,472	February 12, 2008

II. Miscellaneous Provisions.

1. The Trademark Assignment is modified only by the express provisions of this First Amendment and this First Amendment shall not constitute a modification, acceptance or waiver of any other provision of the Trademark Assignment except as specifically set forth herein.

3. This First Amendment may be executed in any number of counterparts and by the different parties hereto on separate counterparts, each of which counterparts when executed and delivered shall be an original, but all of which shall together constitute one and the same instrument. A complete set of counterparts shall be lodged with the Borrower and the Lender.

**4. THIS FIRST AMENDMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.**

5. This First Amendment shall become effective on the date (the "First Amendment Effective Date") when the Borrower and the Lender shall have signed a counterpart hereof (whether the same or different counterparts) and shall have delivered (including by way of facsimile or other electronic transmission) the same to White & Case LLP, 1155 Avenue of the Americas, New York, NY 10036; Attention: Andrew Zatz (facsimile number: 212-354-8113 / email: [azatz@whitecase.com](mailto:azatz@whitecase.com)).

6. From and after the First Amendment Effective Date, all references in the Trademark Assignment shall be deemed to be references to the Trademark Assignment, as modified hereby.



Fax:

Mar 4 2008 02:10pm P003/004

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized officers to execute and deliver this First Amendment as of the date first above written.

ROSE TARLOW, INC.,  
a California corporation,  
as Borrower

By: Margaret E. Touborg  
Name: Margaret E. Touborg  
Title: Chief Executive Officer


First Amendment to Trademark Assignment

NEWYORK 03:3975 (2K)

TRADEMARK  
REEL: 004023 FRAME: 0598

FIFTH STREET FINANCE CORP.,  
a Delaware corporation,  
as Lender

By: Fifth Street Management LLC,  
a Delaware limited liability company,  
its Agent

By:   
Bernard D. Berman  
Member

First Amendment to Trademark Assignment

NEWYORK 6513976 (2K)