

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
J. Mendel Inc.		08/27/2010	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Gores Clothing Holdings, LLC		
Street Address:	10877 Wilshire Blvd., 18th Floor		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90024		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	1428455	J. MENDEL	
Registration Number:	1984745	THE WORKSHOP BY J. MENDEL	
Registration Number:	2831708	J. MENDEL	
Registration Number:	2829695	J. MENDEL	
CORRESPONDENCE DATA			
Fax Number:	(310)855-3201		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(310)892-3731		
Email:	lrouhi@eisnerlaw.com		
Correspondent Name:	Leila Rouhi		
Address Line 1:	9601 Wilshire Blvd., STE 700		
Address Line 4:	Beverly Hills, CALIFORNIA 90210		
ATTORNEY DOCKET NUMBER:	THE GORES GROUP		
NAME OF SUBMITTER:	Leila Rouhi		

OP \$115.00 1428455

900170433

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Signature:	/Leila Rouhi/
Date:	08/27/2010
Total Attachments: 12 source=Trademark Security#page1.tif source=Trademark Security#page2.tif source=Trademark Security#page3.tif source=Trademark Security#page4.tif source=Trademark Security#page5.tif source=Trademark Security#page6.tif source=Trademark Security#page7.tif source=Trademark Security#page8.tif source=Trademark Security#page9.tif source=Trademark Security#page10.tif source=Trademark Security#page11.tif source=Trademark Security#page12.tif	

TRADEMARK SECURITY AND PLEDGE AGREEMENT

THIS TRADEMARK SECURITY AND PLEDGE AGREEMENT (this "Agreement") is entered into as of August 27, 2010, by and between **GORES CLOTHING HOLDINGS, LLC**, a Delaware limited liability company (together with its successors and assigns, "Grantee"), and **J. MENDEL INC.**, a Delaware corporation ("J. Mendel Inc." and together with each Subsidiary of J. Mendel Inc. that becomes party hereto by executing a Joinder, each a "Grantor" and together, the "Grantors").

RECITALS:

A. J. Mendel Inc. and Grantee have entered into that certain Term Loan Agreement (the "**Loan Agreement**"), dated of even date herewith, by and among Grantee, J. Mendel Inc., and Subsidiaries of J. Mendel Inc. from time to time party thereto in accordance with the terms thereof, providing for, among other things, a loan to J. Mendel Inc. in the amount of \$6,500,000, subject to the terms and conditions set forth therein.

B. This Agreement and other obligations and transactions described and contemplated hereby are to secure Grantors' performance of the Loan Agreement, and the other documents made in connection therewith (collectively, the "**Loan Documents**").

C. Grantor owns certain marks described on Schedule A hereto, together with any applications, extensions, renewals or other filings related thereto, including all of the goodwill and general intangible rights associated therewith (collectively, the "**Registered Marks**").

D. Grantors desire to pledge as collateral to Grantee, and Grantee desire to accept from Grantors, the Registered Marks.

E. Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Loan Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual agreements and covenants contained herein and in the other Loan Documents, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

I. Trademark Security Interest. As collateral for the prompt and complete payment when due of the Obligations, Grantors hereby grant Grantee a continuing first priority security interest in:

a. Each Grantor's entire right, title and interest in and to the Registered Marks including all of the goodwill and general intangible rights associated therewith, in the United States and in all foreign countries, whether or not such Registered Marks are registered or have been registered prior to, on or after the date of this Agreement; and

b. All income, proceeds, royalties, damages, payments, claims, demands, and causes of action, both statutory and based upon common law, and in law or equity, that any Grantor has or might have by reason of any infringement, past, present or future, of any Registered Marks prior to, on or after the date of this Agreement, together with the right to collect and prosecute all of and for all of the above in Grantee's own name.

This Agreement is solely for purposes of securing performance of the Loan Documents and shall not operate as an assignment of any rights, liabilities or obligations relating to the Registered Marks. Grantors shall have the sole responsibility for the prosecution, defense, enforcement, maintenance and any other similar actions in connection with the Registered Marks and Grantors' rights therein at their sole cost and expense.

In addition to the grant and pledge of the Registered Marks provided above, each Grantor grants, assigns, transfers, conveys, and sets over to Grantee, such Grantor's entire right, title, and interest in and to the Registered Marks; provided, however, that such grant, assignment, transfer, and conveyance shall be and become of force and effect only (a) on or after the occurrence and during the continuance of an Event of Default under the Loan Agreement, (b) on the written demand of Grantee at any time during such continuance and (c) in order to facilitate Grantee's exercise of its rights as a secured party under the UCC with respect to the Registered Marks. Grantor shall deliver to Grantee an assignment in blank of the Registered Marks for use solely as provided in the previous sentence. Except (i) with Grantee's prior written consent, (ii) for licenses of the Registered Marks in the ordinary course of Grantors' business consistent with past practices, or (iii) as permitted hereunder, no Grantor will (x) mortgage, pledge, assign, encumber, grant a security interest in, transfer alienate any of the Registered Marks, or (y) enter into any agreement that is inconsistent with Grantors' obligations under this Agreement. Notwithstanding the foregoing, Grantors may grant licenses under the Registered Marks in the ordinary course of business.

2. Representations and Warranties. Each Grantor represents and warrants to Grantee as follows:

- a. such Grantor is duly authorized and empowered to execute and perform this Agreement;
- b. such Grantor is not a party to any agreements, instruments or agreements that are in conflict with this Agreement or which would cause any Lien to be created on the Registered Marks;
- c. this Agreement constitutes a legal, valid and binding agreement and is enforceable against such Grantor in accordance with its terms;
- d. neither the execution, delivery or performance of this Agreement nor the consummation of the transactions contemplated hereby will violate any law, rule, regulation, or order affecting a Grantor, any of its affiliates or any of their assets or properties;

- e. such Grantor has not engaged in any acts or conduct, or made any omissions, that would result in Grantee receiving proportionately less than a one hundred percent (100.00%) ownership interest in the Registered Marks (subject to such licenses or rights to use the Registered Marks as may be granted by any Grantor from time to time in the ordinary course of Grantor's business), or less favorable treatment under any law, rule, regulation, order, claim, action or proceeding.
3. After-acquired Trademarks. If, before the Obligations shall have been finally paid and satisfied in full, a Grantor shall obtain any right, title or interest in or to any other or new trademarks, service marks, designs, logos, indicia, trade names, corporate names, company names, business names, fictitious business names, trade styles, elements of package or trade dress, the provisions of this Agreement shall automatically apply thereto and Grantors shall promptly provide to Grantee notice thereof in writing and execute and deliver to Grantee such documents or instruments as Grantee may request to further implement, preserve or evidence Grantee's interest therein.
4. Certain Limited Exclusions. Notwithstanding anything herein to the contrary, in no event shall the Registered Marks include or the security interest granted under Section 2 hereof attach to any "intent-to-use" application for registration of a Registered Mark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(e) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.
5. Further Assurances. Each Grantor agrees that it shall do, execute, acknowledge and deliver, all acts, agreements, instruments, consents, notices and assurances as may be requested by Grantee to further effect and evidence this Agreement and enforcement of the same hereunder and the transactions contemplated hereby.
6. Termination. On the indefeasible payment in full of the Obligations, this Agreement shall terminate and Grantee shall, on the written request of Grantors, execute and deliver to Grantors all deeds, assignments, and other instruments as may be necessary or proper to reassign and reconvey to and re-vest in Grantors the entire right, title, and interest to the Registered Marks previously granted, assigned, transferred, and conveyed to Grantee by Grantors under this Agreement, as fully as if this Agreement had not been made, subject to any disposition of all or any part thereof that may have been made by Grantee under this Agreement.
7. Amendment. This Agreement may not be modified or amended unless such modification or amendment is in a writing signed by the parties. The provisions of this Agreement may not be waived unless such waiver is in a writing signed by the party against whom enforcement of such waiver or discharge is sought.
8. Severability. If any provision of this Agreement shall be held invalid or unenforceable, in whole or in part, or as applied to any circumstance, under the laws of any jurisdiction which may govern for such purpose, then such provision shall be deemed to be modified or restricted to

the extent and in the manner necessary to render the same valid and enforceable, either generally or as applied to such circumstance, or shall be deemed excised from this Agreement, as the case may require, and this Agreement shall be construed and enforced to the maximum extent permitted by law as if such provision had been originally incorporated herein as so modified or restricted, or as if such provision had not been originally incorporated herein, as the case may be.

9. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

10. Governing Law. MATTERS OF CONSTRUCTION, VALIDITY AND PERFORMANCE, THIS AGREEMENT AND THE OBLIGATIONS ARISING HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND PERFORMED IN SUCH STATE (WITHOUT REGARD TO PRINCIPLES OF CONFLICT OF LAWS) AND ANY APPLICABLE LAW OF THE UNITED STATES OF AMERICA. TO THE FULLEST EXTENT PERMITTED BY LAW, EACH GRANTOR HEREBY UNCONDITIONALLY AND IRREVOCABLY WAIVES ANY CLAIM TO ASSERT THAT THE LAW OF ANY OTHER JURISDICTION GOVERNS THIS AGREEMENT, AND THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK PURSUANT TO SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW.

11. Consent to Jurisdiction. ANY LEGAL SUIT, ACTION OR PROCEEDING AGAINST THE PARTIES HERETO ARISING OUT OF OR RELATING TO THIS AGREEMENT MAY AT GRANTEE'S OPTION BE INSTITUTED IN ANY FEDERAL OR STATE COURT IN THE CITY OF NEW YORK, COUNTY OF NEW YORK, PURSUANT TO SECTION 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW, AND EACH GRANTOR WAIVES ANY OBJECTIONS WHICH IT MAY NOW OR HEREAFTER HAVE BASED ON VENUE AND/OR FORUM NON CONVENIENS OF ANY SUCH SUIT, ACTION OR PROCEEDING, AND EACH GRANTOR HEREBY IRREVOCABLY SUBMITS TO THE JURISDICTION OF ANY SUCH COURT IN ANY SUIT, ACTION OR PROCEEDING. EACH GRANTOR HEREBY DESIGNATES AND APPOINTS:

CORPORATION SERVICE COMPANY
2711 CENTERVILLE ROAD, SUITE 400
WILMINGTON, NEWCASTLE COUNTY, DELAWARE 19808

AS ITS AUTHORIZED AGENT TO ACCEPT AND ACKNOWLEDGE ON ITS BEHALF SERVICE OF ANY AND ALL PROCESS WHICH MAY BE SERVED IN ANY SUCH SUIT, ACTION OR PROCEEDING IN ANY FEDERAL OR STATE COURT IN NEW YORK, NEW YORK, AND AGREES THAT SERVICE OF PROCESS UPON SAID AGENT AT SAID ADDRESS AND WRITTEN NOTICE OF SAID SERVICE MAILED OR DELIVERED TO SUCH GRANTOR IN THE MANNER PROVIDED HEREIN SHALL BE DEEMED IN EVERY RESPECT EFFECTIVE SERVICE OF PROCESS UPON SUCH GRANTOR IN ANY SUCH SUIT, ACTION OR PROCEEDING IN THE STATE OF NEW YORK. EACH GRANTOR (I) SHALL GIVE PROMPT NOTICE TO GRANTEE OF ANY CHANGED ADDRESS OF THEIR AUTHORIZED AGENT HEREUNDER, (II) MAY AT

ANY TIME AND FROM TIME TO TIME DESIGNATE A SUBSTITUTE AUTHORIZED AGENT WITH AN OFFICE IN NEW YORK, NEW YORK (WHICH SUBSTITUTE AGENT AND OFFICE SHALL BE DESIGNATED AS THE PERSON AND ADDRESS FOR SERVICE OF PROCESS), AND (III) SHALL PROMPTLY DESIGNATE SUCH A SUBSTITUTE IF ITS AUTHORIZED AGENT CEASES TO HAVE AN OFFICE IN NEW YORK, NEW YORK OR IS DISSOLVED WITHOUT LEAVING A SUCCESSOR.

12. Waiver of Jury Trial. TO THE FULLEST EXTENT PERMITTED BY LAW, EACH PARTY HERETO (BY ACCEPTANCE OF THIS AGREEMENT), WAIVES AND AGREES NOT TO ELECT A TRIAL BY JURY WITH RESPECT TO ANY ISSUE ARISING OUT OF THIS AGREEMENT.

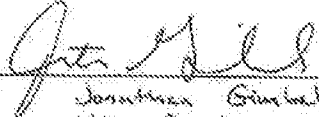
13. Counterparts. This Agreement may be executed in counterparts, including facsimile or electronic signature, each of which shall be deemed an original, but which together shall constitute one and the same agreement.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed as of the date first written above.

GRANTOR:

J. MENDEL INC.
a Delaware corporation

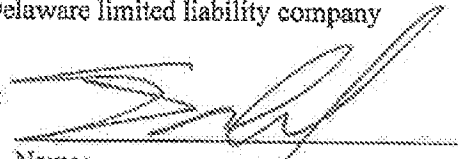
By:


Name: Jonathan Givchal
Title: Vice President

GRANTEE:

GORES CLOTHING HOLDINGS, LLC
a Delaware limited liability company

By:



Name: Joe Awad
Title: Vice President



[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]


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SCHEDULE A
Registered Marks

MARK	CTRY	CL./GOODS	REG. NO.	REG. DATE	SER. NO.	FILE DATE	OWNER/ STATUS
J. MENDEL	U.S.	25/Fur and fur trimmed apparel and accessories, namely, coats, jackets, capes, vests, hats, muffs, earmuffs and sweaters	1,428,455	Feb. 10, 1987			J. Mendel LLC Renewed
THE WORKSHOP BY J. MENDEL	U.S.	40/Redesigning, remodeling and restyling services in the field of fur and fur trimmed apparel and clothing accessories	1,984,745	July 2, 1996			J. Mendel LLC Renewed
 J. MENDEL	U.S.	18/handbags, purses, and shoulder bags 25/Fur and fur trimmed apparel and accessories, namely, coats, jackets, capes, vests, hats, muffs, earmuffs and sweaters	2,831,706	Apr 13, 2004			J. Mendel LLC Registered
J. MENDEL	U.S.	18/handbags, purses, and shoulder bags	2,829,695	Apr 6, 2004			J. Mendel LLC Registered

MARK	CTRY.	CL./GOODS	REG. NO.	REG. DATE	SER. NO.	FILE DATE	OWNER/ STATUS
J. MENDEL	Canada	Handbags, purses and shoulder bags; fur and fur trimmed apparel and accessories, namely coats, jackets, capes, vests, hats, muffs, earmuffs and sweaters	TMA748691	9/25/09	1,305,893	June 19, 2006	J. Mendel LLC Registered
 J. MENDEL	Canada	Handbags, purses and shoulder bags; fur and fur trimmed apparel and accessories, namely coats, jackets, capes, vests, hats, muffs, earmuffs and sweaters	TMA748319	9/22/09	1,305,894	June 19, 2006	J. Mendel LLC Registered
 J. MENDEL	China	18/Handbags, purses and shoulder bags, animal skins; imitation leather, traveling bags; trunk (luggage); briefcases; fur; umbrellas; walking sticks; saddlery	3458533	4/21/05	3458533	Feb. 14, 2003	J. Mendel LLC Registered



MARK	CTRY	CL./GOODS	REG. NO.	REG. DATE	SER. NO.	FILE DATE	OWNER/ STATUS
 J. MENDEL	China	25/clothing, coats, jackets(clothing), capes, vests, hats, muffis (clothing), earmuffs, sweaters, scarves and belts (clothing), all-in- one suits for babies; swimsuits, water proof clothing; costumes clothing; shoes for gymnastics; shoes; socks; gloves; sashes for wear	3458532	1/21/05	3458532	Feb. 14, 2003	J. Mendel LLC Registered
J. MENDEL	European Union	18/Articles made of leather or imitation leather; bags, briefcases, holdalls, rucksacks, sport bags, boot bags, satchels, wallets, hand bags, purses, shoulder bags 25/Clothing; fur and fur trimmed apparel and accessories; coats, jackets, capes, vests, hats, masks, earmuffs, sweaters	5217849	7/12/07	5217849	July 7, 2006	J. Mendel LLC Registered

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MARK	CTRY	CL/GOODS	REG. NO.	REG. DATE	SER. NO.	FILE DATE	OWNER/ STATUS
® J. MENDEL	European Union	18/Articles made of leather or imitation leather; bags, briefcases, holdalls, rucksacks, sport bags, boot bags, satchels, wallets, hand bags, purses, shoulder bags 25/Clothing: fur and fur trimmed apparel and accessories; coats, jackets, capes, vests, hats, masks, earmuffs, sweaters	5219332	9/6/07	5219332	July 7, 2006	J. Mendel LLC Registered
® J. MENDEL	Hong Kong	18/Handbags, purses and shoulder bags 25/ Apparel and accessories, coats, jackets, capes, vests, hats, muffs, earmuff, sweaters, scarves and belts	200211783AA (new reg. no.)	9/9/02			J. Mendel LLC Registered
® J. MENDEL	Japan	18/Handbags, shoulder bags, other bags, purses (excluding those of precious metal), other pouches	4813100	10/29/04	2001-56917	June 22, 2001	J. Mendel LLC Registered

MARK	CTRY	CL./GOODS	REG. NO.	REG. DATE	SER. NO.	FILE DATE	OWNER/ STATUS
J. MENDEL	Russia	<p>18/Articles made of leather and imitation leather, namely bags, briefcases, holdalls, rucksacks, sport bags, boot bags, satchels, shoulder bags, handbags, purses, wallets.</p> <p>25/Clothing, namely coats, jackets, capes, vests, pants, blouses, pants, pantsuits, dresses, gowns, shirts, skirts, sweaters, tank tops, stoles, hats, muffs, gloves, earmuffs, scarves, belts, shawls, footwear</p> <p>35/Retail store services</p>	396137	12/7/07	2007-738399	Dec. 7, 2007	J. Mendel LLC Registered

<u>MARK</u>	<u>CTRY</u>	<u>CL/GOODS</u>	<u>REG. NO.</u>	<u>REG. DATE</u>	<u>SER. NO.</u>	<u>FILE DATE</u>	<u>OWNER/ STATUS</u>
 J. MENDEL	Russia	18/Articles made of leather and imitation leather, namely bags, briefcases, holdalls, rucksacks, sport bags, boot bags, satchels, shoulder bags, handbags, purses, wallets. 25/Clothing, namely coats, jackets, capes, vests, pants, blouses, pants, pantsuits, dresses, gowns, shirts, skirts, sweaters, tank tops, stoles, hats, muffs, gloves, earmuffs, scarves, belts, shawls, footwear 35/Retail store services	396138	12/7/07	2007-738400	Dec. 7, 2007	J. Mendel LLC Registered
 J. MENDEL	South Korea	18/Handbags, purses and shoulder bags 25/Apparel and accessories, namely, coats, jackets, capes, vests, hats, muffs, earmuffs, sweaters, scarves and belts	592,905	9/10/04	40-2003-25276	June 4, 2003	J. Mendel LLC Registered

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RECORDED: 08/27/2010

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