

## 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
618 Main Clothing Corp.		05/11/2012	CORPORATION: NEW JERSEY
RECEIVING PARTY DATA			
Name:	Capital One, National Association		
Street Address:	1001 Avenue of the Americas		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10018		
Entity Type:	Association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3135473	MADRAG	
Registration Number:	2928992	10 SPOT	
CORRESPONDENCE DATA			
Fax Number:	3026365454		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	800-927-9801 x2348		
Email:	jpaterso@cscinfo.com		
Correspondent Name:	Corporation Service Company		
Address Line 1:	1090 Vermont Avenue NW, Suite 430		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20005		
ATTORNEY DOCKET NUMBER:	214564-5		
NAME OF SUBMITTER:	Jean Paterson		
Signature:	/jep/		

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Date:

05/23/2012

**Total Attachments: 4**

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## GRANT OF SECURITY INTEREST (TRADEMARKS)

The undersigned, **618 MAIN CLOTHING CORP.**, a New Jersey corporation (the "**Grantor**"), and **CAPITAL ONE, NATIONAL ASSOCIATION**, (the "**Lender**") are parties to a Security Agreement, dated as of May 11, 2012 (as amended, supplemented or otherwise modified from time to time, the "**Security Agreement**").

Pursuant to the Security Agreement, the Grantor granted to the Lender a security interest in and to all of the right, title and interest of the Grantor in and to the trademarks listed on Schedule 1, which trademarks are registered in the United States Patent and Trademark Office (the "**Trademarks**"), together with the goodwill of the business symbolized by the Trademarks, and all proceeds thereof, including, without limitation, from any and all causes of action which may exist by reason of infringement thereof (the "**Collateral**"), to secure the prompt payment, performance and observance of the Obligations (as defined in the Security Agreement).

For good and valuable consideration, the receipt of which is hereby acknowledged, and for the purpose of recording the grant of the security interest as aforesaid, the Grantor does hereby further grant to the Lender a security interest in the Collateral to secure the prompt payment, performance and observance of the Obligations (as defined in the Security Agreement).

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Lender with respect to the security interest in the Collateral made and granted hereby are set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

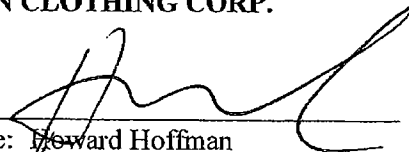
The Lender's address is: 1001 Avenue of the Americas, New York, New York 10018.

IN WITNESS WHEREOF, the Grantor has caused this Grant of Security Interest (Trademarks) to be duly executed by its duly authorized officer as of May 11, 2012.

**618 MAIN CLOTHING CORP.**

By: \_\_\_\_\_

Name: ~~Howard Hoffman~~  
Title: ~~President & CEO~~

A handwritten signature in black ink, appearing to read "Hoffman", written over a horizontal line. The signature is stylized and cursive.

**Schedule 1**  
**to**  
**Grant of Security Interest (Trademarks)**  
**Dated as of May 11, 2012**

<u>Trademark</u>	<u>Registration No./ Serial No.</u>	<u>Registration Date</u>
MADRAG	3,135,473/ 78/684,283	08/29/2006
10 SPOT	2,928,992/ 78/380,213	03/01/2005