

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Vertical Brands Holdings LLC		10/19/2012	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Venture Lending & Leasing VI, Inc.		
<b>Street Address:</b>	104 La Mesa Drive, Suite 102		
<b>City:</b>	Portola Valley		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	94028		
<b>Entity Type:</b>	CORPORATION: MARYLAND		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	85977420	SHOEMINT	
<b>Serial Number:</b>	85977419	INTIMINT	
<b>Serial Number:</b>	85977418	HOMEMINT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4157774961		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	415 981 1400		
<b>Email:</b>	gkiviat@grmslaw.com		
<b>Correspondent Name:</b>	Jeffrey T. Klugman		
<b>Address Line 1:</b>	Four Embarcadero Center, Suite 4000		
<b>Address Line 4:</b>	San Francisco, CALIFORNIA 94111		
<b>ATTORNEY DOCKET NUMBER:</b>	47558/0197 T		
<b>NAME OF SUBMITTER:</b>	Jeffrey T. Klugman		

OP \$90.00 85977420

Signature:	/Jeffrey T. Klugman/
Date:	11/06/2012
<b>Total Attachments: 9</b> source=Vertical Brands Holdings LLC - 6-0197 (BeachMint)#page1.tif source=Vertical Brands Holdings LLC - 6-0197 (BeachMint)#page2.tif source=Vertical Brands Holdings LLC - 6-0197 (BeachMint)#page3.tif source=Vertical Brands Holdings LLC - 6-0197 (BeachMint)#page4.tif source=Vertical Brands Holdings LLC - 6-0197 (BeachMint)#page5.tif source=Vertical Brands Holdings LLC - 6-0197 (BeachMint)#page6.tif source=Vertical Brands Holdings LLC - 6-0197 (BeachMint)#page7.tif source=Vertical Brands Holdings LLC - 6-0197 (BeachMint)#page8.tif source=Vertical Brands Holdings LLC - 6-0197 (BeachMint)#page9.tif	

## ACCOMMODATION SECURITY AGREEMENT

This Accommodation Security Agreement (this "Agreement") is made as of October 19, 2012, by Vertical Brands Holdings LLC, a Delaware limited liability company ("VB"), in favor of Venture Lending & Leasing VI, Inc., a Maryland corporation ("Lender").

### Recitals

A. Lender and BeachMini, Inc., a Delaware corporation ("Borrower"), are parties to that certain Loan and Security Agreement dated as of October \_\_, 2012 (as the same may be amended, supplemented, extended and renewed from time to time, the "Loan Agreement"), pursuant to which Lender has made, or will make, Loans to Borrower.

B. VB is a subsidiary of Borrower, and from time to time, acquires interests in certain items of intellectual property, including but not limited to Trademarks, Copyrights and Patents (each as defined herein).

C. VB will benefit both directly and indirectly from the credit accommodations being provided by Lender to Borrower under the Loan Agreement. Accordingly, as an accommodation to Borrower, VB has agreed to grant to Lender a security interest in the Collateral (defined below).

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

1. Interpretation; Definitions; Inconsistency. Capitalized terms used in this Agreement and not otherwise defined herein shall have the meaning(s) ascribed to them in the Loan Agreement unless the context would otherwise require. The definitions appearing in this Agreement shall be applicable to both the singular and plural forms of the defined terms. In the event of any inconsistency between the provisions of the Loan Agreement and this Agreement, the provisions of this Agreement will be controlling for the purpose of all relevant transactions.

2. Grant of Security Interests; Filing of Financing Statements. To secure the timely payment and performance of all Obligations of Borrower to Lender under the Loan Agreement, VB hereby grants to Lender a continuing security interest in all of VB's right, title and interest in and to the property described in Exhibit A (collectively, the "Collateral"). In connection with the foregoing, VB authorizes Lender to file all financing statements describing the Collateral, and agrees to execute and deliver to Lender all notices and other documents from time to time reasonably requested by Lender to maintain a first perfected security interest in the Collateral in favor of Lender; perform such other acts, and execute and deliver to Lender such additional conveyances, assignments, agreements and instruments, as Lender may at any time reasonably request in connection with the administration and enforcement of this Agreement or Lender's rights, powers and remedies hereunder.

3. Representations and Covenants.

(a) VB represents and warrants that it owns the Collateral free and clear of all liens and encumbrances of any nature whatsoever, except in favor of Lender, and that the Collateral shall remain so during the term of this Agreement.

(b) VB shall not enter into any agreement that would materially impair or conflict with VB's obligations hereunder without Lender's prior written consent, which consent shall not be unreasonably withheld. VB shall not permit the inclusion in any material contract to which it becomes a party of any provisions that could or might in any way prevent the creation of a security interest in Lender's rights and interests in any property included within the definition of the Collateral acquired under such contracts.

4. Further Assurances; Attorney in Fact.

(a) On a continuing basis, VB will make, execute, acknowledge and deliver, and file and record in the proper filing and recording places in the United States, all such instruments, including appropriate financing and continuation statements and collateral agreements and filings with the United States Patent and Trademark Office and the Register of Copyrights, and take all such action as may reasonably be deemed necessary or advisable, or as reasonably requested by Lender, to perfect Lender's security interest in all Copyrights, Patents and Trademarks that are material for the conduct of VB's business and otherwise to carry out the intent and purposes of this Agreement, or for assuring and confirming to Lender the grant or perfection of a security interest in all Collateral including such items of intellectual property that are material for the conduct of VB's business.

(b) VB hereby irrevocably appoints Lender as VB's attorney-in-fact, with full authority in the place and stead of VB and in the name of VB, from time to time in Lender's discretion, to take any action and to execute any instrument which Lender may deem necessary or advisable to accomplish the purposes of this Agreement, including (i) to modify, in its sole discretion, this Agreement without first obtaining VB's approval of or signature to such modification by amending Schedules 1, 2 and 3, hereof, as appropriate, to include reference to any right, title or interest in any Copyrights, Patents or Trademarks acquired by VB after the execution hereof or to delete any reference to any right, title or interest in any Copyrights, Patents or Trademarks in which VB no longer has or claims any right, title or interest, (ii) to file, in its sole discretion, one or more financing or continuation statements and amendments thereto, relative to any of the Collateral without the signature of VB where permitted by law, and (iii) after the occurrence and during the continuance of an Event of Default, subject to the Forbearance Period set forth in Part 2, Section 3 of the Supplement, to transfer the Collateral into the name of Lender or a third party to the extent permitted under the California Uniform Commercial Code.

5. Event of Default. (a) VB's breach of any warranty or agreement made by VB in this Agreement, and as to any breach that is capable of cure, VB's failure to cure such breach within thirty (30) days of the sooner to occur of VB's receipt of notice of such breach from Lender or the date on which such breach first becomes known to VB; or (b) the occurrence of an Event of Default under and as defined in the Loan Agreement shall constitute an "Event of Default" under this Agreement. Upon the occurrence of an Event of Default under this Agreement, Lender shall be entitled to, at Lender's option, without notice or demand of any kind, exercise any or all of the rights and remedies available to a secured party under the California Uniform Commercial Code or any other applicable law, and to exercise any or all of Lender's rights and remedies provided for in this Agreement and in any other document executed or delivered in connection with this Agreement. Any proceeds and other monies or property received by Lender pursuant to the terms of this Agreement or any document executed or delivered in connection with this Agreement may be applied by Lender first to the payment of expenses of collection, including without limitation to reasonable attorneys' fees, and then to the payment of the Obligations in such order of application as Lender may elect. Notwithstanding the rights given to VB pursuant to California Civil Code sections 1479 and 2822 (and any amendments or successors thereto), to designate how payments will be applied, VB hereby waives such rights and Lender shall have the right in its sole discretion to determine the order and method of the application of payments received from VB or from the sale or disposition of the Collateral.

6. Acknowledgement. VB acknowledges that this Agreement secures Obligations of Borrower to Lender under the Loan Agreement and VB is executing this Agreement as an accommodation to Borrower. Therefore, VB agrees as follows:

VB waives any right to require Lender to (a) proceed against Borrower, (b) proceed against or exhaust any security held from Borrower, or (c) pursue any other remedy in Lender's power whatsoever. Lender may, at its election, foreclose upon any such security by judicial or nonjudicial sale, without affecting or impairing in any way the liability of VB hereunder except to the extent the indebtedness has been paid, and VB waives all rights and defenses

arising out of (x) an election of remedies by Lender, even though that election of remedies, such as a nonjudicial foreclosure with respect to security for a guaranteed obligation, has destroyed VB's rights of subrogation and reimbursement against Borrower by the operation of Section 580d of the Code of Civil Procedure or otherwise, and (y) the absence, impairment or loss of any right or remedy of VB against Borrower, or any such security, whether resulting from such election by Lender or otherwise. VB waives any defense, other than payment of the indebtedness secured hereby, arising by reason of the cessation from any cause whatsoever of the liability of Borrower. Until all indebtedness of Borrower to Lender shall have been paid in full, VB shall have no right of subrogation, and waives any right to enforce any remedy which VB now has or may hereafter have against Borrower and waives any benefit of, and any right to participate in any security now or hereafter held by Lender. VB waives all presentments, demands for performance, notices of nonperformance, protests, notices of dishonor, and notices of acceptance of this Agreement and of the existence, creation, or incurring of new or additional indebtedness.

7. Termination of Security Interests. Upon the payment in full of the Obligations, the security interest granted hereby shall terminate and all rights to the Collateral shall revert to VB. Upon any such termination, Lender shall, at VB's expense, execute and deliver to Borrower or VB, as applicable, such documents as Borrower or VB shall reasonably request to evidence such termination.

8. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

9. Miscellaneous. This Agreement and all representations and warranties, powers and rights herein contained are binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. Except as may be otherwise provided by the California Uniform Commercial Code, this Agreement shall be governed by and construed in accordance with the laws of the State of California.

[Remainder of this page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, the parties have executed this Accommodation Security Agreement as of the date first written above

VB:

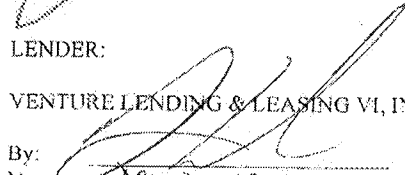
VERTICAL BRANDS HOLDINGS LLC

By: Beachmist, Inc., its Sole Member

By:   
Name: Josh Berman  
Title: Chief Executive Officer

LENDER:

VENTURE LENDING & LEASING VI, INC.

By:   
Name: DAVID W. WITEK  
Title: VICE PRESIDENT

[Signature Page to Accommodation Security Agreement]

**DEBTOR: VERTICAL BRAND HOLDINGS LLC**

**SECURED PARTY: VENTURE LENDING & LEASING VI, INC.**

EXHIBIT A

COLLATERAL DESCRIPTION

“Collateral” means all of Debtor’s right, title and interest in and to the following property, whether now owned or hereafter acquired and wherever located:

(a) Any and all copyrights, whether registered or unregistered, held pursuant to the laws of the United States, any State thereof or of any other country; all registrations, applications and recordings in the United States Copyright Office or in any similar office or agency of the United States, and State thereof or any other country; all continuations, renewals, or extensions thereof; and any registrations to be issued under any pending applications, including without limitation those set forth on Schedule 1 attached hereto (collectively, the “Copyrights”);

(b) All letters patent of, or rights corresponding thereto in, the United States or any other country, all registrations and recordings thereof, and all applications for letters patent of, or rights corresponding thereto in, the United States or any other country, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country; all reissues, continuations, continuations-in-part or extensions thereof; all petty patents, divisionals, and patents of addition; and all patents to be issued under any such applications, including without limitation the patents and patent applications set forth on Schedule 2 attached hereto (collectively, the “Patents”);

(c) All trademarks, trade names, corporate names, business names, trade styles, service marks, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and any applications in connection therewith, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, and reissues, extensions or renewals thereof, and the entire goodwill of the business of Debtor connected with and symbolized by such trademarks, including without limitation those set forth on Schedule 3 attached hereto (collectively, the “Trademarks”);

(d) Any and all claims for damages by way of past, present and future infringement of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(e) All licenses or other rights to use any of the Copyrights, Patents or Trademarks, and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(f) All amendments, renewals and extensions of any of the Copyrights, Trademarks or Patents; and

(g) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

Notwithstanding the foregoing the term “Collateral” shall not include: (a) “intent-to-use” trademarks at all times prior to the first use thereof, whether by the actual use thereof in commerce, the recording of a statement of use with the United States Patent and Trademark Office or otherwise, but only to the extent the granting of a security

interest in such "intent to use" trademarks would be contrary to applicable law or (b) any license, contract, instrument or chattel paper in which Debtor has any right, title or interest if and to the extent such license, contract, instrument or chattel paper includes a provision containing a restriction on assignment such that the creation of a security interest in the right, title or interest of Debtor therein would be prohibited and would, in and of itself, cause or result in a default thereunder enabling another person party to such contract, instrument or chattel paper to enforce any remedy with respect thereto; provided, however, that the foregoing exclusion shall not apply if (i) such prohibition has been waived or such other person has otherwise consented to the creation hereunder of a security interest in such license, contract, instrument or chattel paper, or (ii) such prohibition would be rendered ineffective pursuant to Sections 9-407(a) or 9-408(a) of the UCC, as applicable and as then in effect in any relevant jurisdiction, or any other applicable law (including the Bankruptcy Code) or principles of equity); provided further that immediately upon the ineffectiveness, lapse or termination of any such provision, the term "Collateral" shall include, and Debtor shall be deemed to have granted a security interest in, all its rights, title and interests in and to such contract, instrument or chattel paper as if such provision had never been in effect; and provided further that the foregoing exclusion shall in no way be construed so as to limit, impair or otherwise affect Secured Party's unconditional continuing security interest in and to all rights, title and interests of Debtor in or to any payment obligations or other rights to receive monies due or to become due under any such contract, instrument or chattel paper and in any such monies and other proceeds of such contract, instrument or chattel paper.



Schedule 1

Copyrights

Description

Registration Number

Registration Date

Schedule 2

Patents

Description

Registration/Serial Number

Registration/Application Date

Schedule 3

Trademarks

<u>Description</u>	<u>Registration/Application Number</u>	<u>Registration/Application Date</u>
SHOEMINT (United States)	85/977,420 (Application)	August 4, 2011 (Application)
INTIMINT (United States)	85/977,419 (Application)	August 4, 2011 (Application)
HOMEMINT (United States)	85/977,418 (Application)	August 4, 2011 (Application)
SHOEMINT (Canada)	1,545,492 (Application)	September 28, 2011 (Application)
INTIMINT (Canada)	1,574,237 (Application)	April 20, 2012 (Application)