

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
Miche Bag, LLC		01/24/2013	CORPORATION: NEW YORK
RECEIVING PARTY DATA			
Name:	Fifth Street Finance Corp		
Street Address:	10 Bank Street, 12th Floor		
City:	White Plains		
State/Country:	NEW YORK		
Postal Code:	10606		
Entity Type:	CORPORATION: NEW YORK		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4271579	ENDLESS POSSIBILITIES	
Registration Number:	4191945	ENDLESS POSSIBILITIES	
CORRESPONDENCE DATA			
Fax Number:	7145469035		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	714-641-5100		
Email:	fsanders@rutan.com		
Correspondent Name:	Rutan & Tucker, LLP		
Address Line 1:	611 Anton Blvd., Suite 1400		
Address Line 4:	Costa Mesa, CALIFORNIA 92626		
ATTORNEY DOCKET NUMBER:	024969-0084		
NAME OF SUBMITTER:	Hani Z. Sayed		
Signature:	/Hani Z. Sayed/		

Date:

02/04/2013

Total Attachments: 4

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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

MICHE BAG, LLC.

- Individual(s)
- Partnership
- Corporation- State: New York
- Other _____
- Association
- Limited Partnership

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) January 24, 2013

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: FIFTH STREET FINANCE CORP.

Street Address: 10 Bank Street, 12th Floor

City: White Plains

State: NY

Country: US Zip: 10606

- Individual(s) Citizenship _____
- Association Citizenship _____
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship New York
- Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) _____ Text _____

B. Trademark Registration No.(s)
4271579
4191945

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

ENDLESS POSSIBILITIES

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Rutan & Tucker, LLP

Internal Address: _____

Street Address: 611 Anton Blvd., Suite 1400

City: Costa Mesa

State: CA Zip: 92626

Phone Number: 714-641-5100

Docket Number: 024969-0084

Email Address: fsanders@rutan.com

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$65.00

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number 502191

Authorized User Name Rutan & Tucker, LLP

9. Signature:


Signature

February 4, 2013
Date

Hani Z. Sayed

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 4

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

NOTICE
OF
GRANT OF SECURITY INTEREST
IN
TRADEMARKS

January 24, 2013

Mail Stop Assignment Recordation Services
Director of the U.S. Patent and Trademark Office
P.O. Box 1450
Alexandria, VA 22313-1450


Ladies and Gentlemen:

Please be advised that pursuant to the Trademark Collateral Assignment and Security Agreement dated as of December 7, 2010 (as it may be amended, restated, or modified from time to time, the "Agreement") by and between MICHE BAG, LLC, a Utah limited liability company ("Assignor") and FIFTH STREET FINANCE CORP, a Delaware corporation, in its capacity as Administrative Agent ("Administrative Agent"), the Assignor has granted to the Administrative Agent, for its own benefit and security and for the benefit and security of certain other lenders, a continuing security interest in and continuing lien upon the trademark collateral set forth on Schedule 1 ("Trademarks") hereto.

The Assignor and the Administrative Agent hereby acknowledge and agree that the security interest in the foregoing Trademarks (i) may only be terminated in accordance with the terms of the Agreement, and (ii) are not to be construed as an assignment of any Trademarks.

Very truly yours,

MICHE BAG, LLC,
a Utah limited liability company

By: 
Name: Matthew Fleming
Title: Vice President

Acknowledged and Accepted:

FIFTH STREET FINANCE CORP., as Administrative Agent

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

By: _____
Name: _____
Title: _____

NOTICE
OF
GRANT OF SECURITY INTEREST
IN
TRADEMARKS

January ____, 2013

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Director of the U.S. Patent and Trademark Office
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Very truly yours,

MICHE BAG, LLC,
a Utah limited liability company

By: _____
Name: _____
Title: _____

Acknowledged and Accepted:

FIFTH STREET FINANCE CORP., as Administrative Agent

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

By: Ivelin M. Dimitrov

Name: Ivelin M. Dimitrov
Title: Chief Investment Officer

Schedule 1

**Miche Bag, LLC
(Utah LLC)**

U.S. Trademarks

WN Reference	Type	Status	Registration or Patent Number	Filed / Issue Date	Title
17144.191.2	TM – US	Registered	4,271,579	May 15, 2012	ENDLESS POSSIBILITIES
17144.191	TM – US	Registered	4,191,945	August 14, 2012	ENDLESS POSSIBILITIES