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
JESSICA LONDON, INC.		02/05/2013	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	GOLDMAN SACHS BANK USA
Street Address:	200 West Street
City:	New York
State/Country:	NEW YORK
Postal Code:	10282
Entity Type:	Bank: NEW YORK

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	2613214	BRIDGEWATER STUDIO
Registration Number:	2799241	JESSICA LONDON
Registration Number:	2210503	JESSICA LONDON
Registration Number:	2645682	JESSICA LONDON
Registration Number:	4197096	JESSICA LONDON
Registration Number:	3345439	J L STUDIO EXCLUSIVELY FOR JESSICA LONDON

CH $165.00 2613214

CORRESPONDENCE DATA

Fax Number: 2128225096

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Email: nbrowand@milbank.com
Correspondent Name: Milbank, Tweed, Hadley & McCloy LLP
Address Line 1: One Chase Manhattan Plaza
Address Line 2: Attn: Nathaniel T. Browand
Address Line 4: New York, NEW YORK 10005

ATTORNEY DOCKET NUMBER:	30045.42900
NAME OF SUBMITTER:	Nathaniel T. Browand
Signature:	/Nathaniel T. Browand/
Date:	02/05/2013

Total Attachments: 4
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EXECUTION VERSION

GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, JESSICA LONDON, INC., a Delaware corporation (the "Grantor"), hereby grants to GOLDMAN SACHS BANK USA, in its capacity as administrative and collateral agent (in such capacity, the "Grantee"), a continuing security interest in (a) all of the Grantor's right, title and interest in, to and under to the United States trademarks, tradenames, trade dress and service marks and all trademark registrations and trademark applications and recordings (the "Marks") set forth on Schedule A attached hereto, (b) all rights and privileges arising under applicable law with respect to Grantor's use of any trademarks, tradenames, trade dress and service marks, and all renewals thereof, (c) the goodwill of the business symbolized by each of the Marks, including, without limitation, all customer lists and other records relating to the distribution of products or services bearing the Marks, (d) all present and future license and distribution agreements (subject to the rights of the licensors therein) pertaining to the Marks, (e) all income, fees, royalties and other payments at any time due or payable with respect thereto, including, without limitation, payments under all licenses at any time entered into in connection therewith; (f) the right to sue for past, present and future infringements thereof, (g) all rights corresponding thereto, (h) any and all other proceeds of any of the foregoing, including, without limitation, all damages and payments or claims by Grantor against third parties for past or future infringement of the Marks and (i) all causes of action arising prior to or after the date hereof for unfair competition regarding the Marks.

THIS GRANT (the "Grant") is made to secure the satisfactory performance and payment of all the Obligations of the Grantor, as such term is defined in the Security Agreement by, among others, the Grantor and the Grantee, dated as of February 5, 2013 (as amended, modified, restated and/or supplemented from time to time, the "Security Agreement"). The rights and remedies of the Grantee with respect to the security interest granted herein are as set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

This Grant may be executed in any number of counterparts each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

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IN WITNESS WHEREOF, the undersigned have executed this Grant as of the 5th day of February, 2013.

JESSICA LONDON, INC.
as Grantor

By: _____
Name:
Title:

GOLDMAN SACHS BANK USA,
as Administrative and Collateral Agent
as Grantee

By: _____
Authorized Signatory

Gabriel Jacobson
Authorized Signatory

SCHEDULE A

Trademarks

MARK	REGISTRATION NUMBER/ APPLICATION NUMBER	REGISTRATION DATE/ APPLICATION DATE	Country
BRIDGEWATER STUDIO	2613214	27-AUG-2002	United States
JESSICA LONDON® (Clothing)	2799241	23-DEC-2003	United States
JESSICA LONDON® (Mail Order Services)	2210503	15-DEC-1998	United States
JESSICA LONDON® (On-Line Retail Services)	2645682	05-NOV-2002	United States
JESSICA LONDON™	4197096	28-AUG-2012	United States
JL STUDIO EXCLUSIVELY FOR JESSICA LONDON®	3345439	27-NOV-2007	United States
JESSICA LONDON (STYLIZED)	10254563	10-FEB-2012	Community Trademark
JESSICA LONDON®	9952706	21-SEP-2011	Community Trademark

#4852-5249-9730