

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.	
<p>1. Name of conveying party(ies)/Execution Date(s):</p> <p style="text-align: center;">August Silk Inc.</p> <p><input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-State <input type="checkbox"/> Other: _____</p> <p>Citizenship (see guidelines) <u>Delaware</u> Execution Date(s) <u>January 2, 2014</u> Additional names of conveying parties attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies)</p> <p>Additional names, addresses, or citizenship attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>Name: <u>Wells Fargo Trade Capital, LLC</u> Internal Address: _____ Street Address: <u>100 Park Avenue</u> City: <u>New York</u> State: <u>New York</u> Country: <u>USA</u> Zip: <u>10017</u></p> <p><input type="checkbox"/> Association Citizenship _____ <input type="checkbox"/> General Partnership Citizenship _____ <input type="checkbox"/> Limited Partnership Citizenship _____ <input type="checkbox"/> Corporation Citizenship <input checked="" type="checkbox"/> Other limited liability company <input checked="" type="checkbox"/> Citizenship Delaware</p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (Designations must be a separate document from assignment)</p>
<p>3. Nature of conveyance:</p> <p><input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input checked="" type="checkbox"/> Other <u>Ratification and Amendment of Trademark Collateral Assignment and Security Agreement recorded with USPTO on April 7, 2010 at Reel 4182, Frame 0001</u></p>	<p>4. Application number(s) or registration number(s) and identification or description of the Trademark.</p> <p>A. Trademark Application No.(s) SEE SCHEDULE A ANNEXED HERETO B. Trademark Registration No.(s) SEE SCHEDULE A ANNEXED HERETO</p> <p style="text-align: right;">Additional sheet(s) attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p>C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown) SEE SCHEDULE A ANNEXED HERETO</p>	
<p>5. Name address of party to whom correspondence concerning document should be mailed:</p> <p>Name: <u>Susan O'Brien</u> Internal Address: <u>CT Lien Solutions</u> Street Address: <u>187 Wolf Road - Suite 101</u> City: <u>Albany</u> State: <u>New York</u> Zip: <u>12205</u> Phone Number: <u>800-342-3676</u> Fax Number: <u>800-962-7049</u> Email Address: <u>cls-udsalbany@wolterskluwer.com</u></p>	<p>6. Total number of applications and registrations involved: 10</p> <p>7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$265.00</p> <p><input checked="" type="checkbox"/> Authorized to be charged by credit card <input type="checkbox"/> Authorized to be charged to deposit account <input type="checkbox"/> Enclosed</p> <p>8. Payment Information:</p> <p>a. Credit Card Last 4 Numbers <u>0974</u> Expiration Date <u>3/17</u></p> <p>b. Deposit Account Number _____ Authorized User Name: _____</p>
<p>9. Signature: <u>[Signature]</u> Signature Evan A. Pilchik Name of Person Signing</p>	<p style="text-align: right;"><u>1/7/14</u> Date</p> <p>Total number of pages including cover sheet, attachments, and document. <u>6</u></p>

Documents to be recorded (including cover sheet) should be faxed to (703) 308-8995, or mailed to:
 Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

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OP \$265.00 8608142

SCHEDULE A
TO
RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

LIST OF TRADEMARKS AND TRADEMARK APPLICATIONS

	<u>Mark</u>	<u>Registration and/or Serial Number</u>	<u>Filing and/or Registration Date</u>
1.	ASOIE	Serial: 86081423 Registration: N/A	Filing Date: 10/03/2013 Registration Date: N/A
2.	AS CLUNY	Serial: 85584383 Registration: N/A	Filing Date: 08/21/2012 Registration Date: N/A
3.	MAKINNELLY STEVINS	Serial: 85720488 Registration: N/A	Filing Date: 09/05/2012 Registration Date: N/A
4.	CYNNYC	Serial: 85165788 Registration: N/A	Filing Date: 11/01/2010 Registration Date: N/A
5.	A MOON	Serial: 85936177 Registration: N/A	Filing Date: 05/19/2013 Registration Date: N/A
6.	CLUNY	Serial: 85165786 Registration: 4072132	Filing Date: 11/01/2010 Registration Date: 12/13/11
7.	AVEC	Serial: 85569568 Registration: 4236973	Filing Date: 03/14/2012 Registration Date: 11/06/12
8.	AUGUST SILK INTIMATES	Serial: 78652706 Registration: 3262554	Filing Date: 06/17/2005 Registration Date: 04/10/07
9.	MIKKA	Serial: 78644960 Registration: 3677860	Filing Date: 06/07/05 Registration Date: 09/01/09
10.	ASARA	Serial: 77243875 Registration: 3502757	Filing Date: 08/01/07 Registration Date: 09/16/08

**RATIFICATION AND AMENDMENT OF TRADEMARK COLLATERAL
ASSIGNMENT AND SECURITY AGREEMENT**

THIS RATIFICATION AND AMENDMENT OF TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT (this "**Amendment**"), dated as of January 2, 2014, is between AUGUST SILK INC. ("**Grantor**") and WELLS FARGO BANK, NATIONAL ASSOCIATION, as successor to Wells Fargo Trade Capital, LLC ("**Secured Party**").

RECITALS:

WHEREAS, Grantor and Secured Party have entered into that certain Trademark Collateral Assignment and Security Agreement, dated as of March 23, 2010, which Trademark Collateral Assignment and Security Agreement was filed with the United States Patent and Trademark Office on April 7, 2010 at Reel 4182, Frame 0001 (the "**Trademark Agreement**"); and

WHEREAS, Grantor and Secured Party have agreed to amend and modify certain provisions of the Trademark Agreement, subject to the terms and conditions of this Amendment.

NOW, THEREFORE, in consideration of the premises and for other valuable consideration, receipt of which is hereby acknowledged, Grantor and Secured Party hereby agree as follows:

1. **Definitions.** Except as otherwise defined in this Amendment, terms defined in the Trademark Agreement (or by reference therein) shall have the same meaning when used herein.

2. **Amendments.** Effective as of the date hereof:

(a) Secured Party Name Substitution. Each reference in the Trademark Agreement to "WELLS FARGO TRADE CAPITAL, LLC" shall be deleted in its entirety and the following substituted therefor:

"WELLS FARGO BANK, NATIONAL ASSOCIATION"

(b) Amendment of Exhibit A. Exhibit A attached to the Trademark Agreement is hereby amended and restated in its entirety by substituting therefor Exhibit A attached hereto.

3. **Ratification of Trademark Agreement.** Grantor hereby ratifies and agrees to perform and be bound by the Trademark Agreement, as modified by this Amendment.

4. **Confirmation and Grant of Security Interest.** As security for the payment and performance of the Obligations, and ratifying, confirming and supplementing Grantor's prior grant of a security interest in all right, title and interest in or to the Trademarks and other Collateral, Grantor, pursuant to the Trademark Agreement did, and hereby does grant to Secured Party, and acknowledges and agrees that Secured Party has and shall continue to have, a security interest in all right, title and interest in or to the Trademarks and other Collateral.

5. **Effect.** Except as expressly provided herein, no amendments or modifications to the Trademark Agreement are intended or implied and in all respects the Trademark Agreement remains in full force and effect in accordance with its existing terms and conditions. To the extent of any conflict between the terms of this Amendment and the terms of the Trademark Agreement, the terms of this Amendment shall control. This Amendment and the Trademark Agreement shall be read and construed as one agreement.

6. **Binding Effect.** This Amendment shall be binding upon and inure to the benefit of each of the parties hereto and their respective successors and assigns.

7. **Governing Law.** This Amendment shall be governed by, and construed in accordance with, the laws of the State of New York.

8. **Counterparts.** This Amendment may be executed in any number of counterparts, all of which shall constitute one and the same agreement, and any party hereto may execute this Amendment by signing and delivering one or more counterparts. Delivery of an executed counterpart of this Amendment electronically or by facsimile shall be effective as delivery of an original executed counterpart of this Amendment.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the day and year first above written.

AUGUST SILK INC.

By: Benedict Chan
Name: Benedict Chan
Title: CFO

Acknowledged and agreed:

WELLS FARGO BANK,
NATIONAL ASSOCIATION

By: George P. Edwards
Name: George P. Edwards
Title: Authorized Signatory

[Rectification and Amendment of Trademark Collateral Assignment and Security Agreement]

TRADEMARK
REEL: 005186 FRAME: 0450

EXHIBIT A
TO
RATIFICATION AND AMENDMENT OF
TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT

Exhibit A
to
Trademark Collateral Assignment
and Security Agreement

LIST OF TRADEMARKS AND TRADEMARK APPLICATIONS

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