

**CORRECTION TO RECORDATION OF RATIFICATION AND AMENDMENT OF
TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT
RECORDED WITH USPTO ON JANUARY 7, 2014 AT REEL/FRAME 5186/0446**

The assignee's name needs to be corrected to Wells Fargo Bank, National Association.

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.	MAKINNELY 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 HEREOF, 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

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

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

Exhibit A
to
Trademark Collateral Assignment
and Security Agreement

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