

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM298513

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
JESSICA LONDON, INC.		03/18/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	WILMINGTON TRUST, NATIONAL ASSOCIATION		
Street Address:	50 SOUTH SIXTH STREET		
Internal Address:	Suite 1290		
City:	MINNEAPOLIS		
State/Country:	MINNESOTA		
Postal Code:	55402		
Entity Type:	NATIONAL ASSOCIATION: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	86017956	JESSICA LONDON TRUE FIT	
CORRESPONDENCE DATA			
Fax Number:	7045032622		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	704 503 2600		
Email:	trademarks@kslaw.com,vbantug@kslaw.com		
Correspondent Name:	King & Spalding		
Address Line 1:	100 N Tryon Street		
Address Line 2:	Suite 3900		
Address Line 4:	Charlotte, NORTH CAROLINA 28202		
ATTORNEY DOCKET NUMBER:	18876.009028		
NAME OF SUBMITTER:	Vicky R. Bantug		
SIGNATURE:	/Vicky R. Bantug/		
DATE SIGNED:	03/18/2014		
Total Attachments: 4			
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CH \$40.00 86017956

TRADEMARK

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 WILMINGTON TRUST, NATIONAL ASSOCIATION, 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.

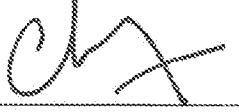
THIS GRANT (the "Grant") is made to secure the satisfactory performance and payment of all the Obligations of the Grantor, as such term is defined in the Security Agreement by, among others, the Grantor and the Grantee, dated as of February 5, 2013 (as amended, modified, restated and/or supplemented 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.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the ____th day of March,
2014.

JESSICA LONDON, INC.,
as Grantor

By: 
Name Catherine Doucet
Title Treasurer/Secretary

[Trademark Security Agreement]

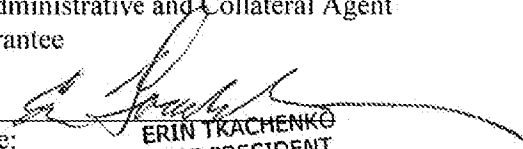
TRADEMARK
REEL: 005239 FRAME: 0456

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the 18th day of
March, 2014.

JESSICA LONDON, INC.
as Grantor

By: _____
Name _____
Title _____

WILMINGTON TRUST, NATIONAL
ASSOCIATION,
as Administrative and Collateral Agent
as Grantee

By: 
Name: _____ ERIN TRACHENKO
Title _____ VICE PRESIDENT

[Trademark Security Agreement -- Jessica London]

TRADEMARK
REEL: 005239 FRAME: 0457

SCHEDULE A

Trademarks

<u>MARK</u>	<u>REGISTRATION NUMBER/ APPLICATION NUMBER</u>	<u>REGISTRATION DATE/ APPLICATION DATE</u>	<u>Country</u>
JESSICA LONDON TRUE FIT	86017956	23-JUL-2013	United States