

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM324296

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
JAKO ENTERPRISES, LTD.		11/18/2014	CORPORATION: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	TD BANK, N.A.		
Street Address:	3220 Tillman Drive, Suite 407		
City:	Bensalem		
State/Country:	PENNSYLVANIA		
Postal Code:	19020		
Entity Type:	NATIONAL ASSOCIATION: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3650330	CHAPEL & GREED	
Registration Number:	3651638	ATMOS	
Serial Number:	85785278	CAMP ORIGINAL CO.	
CORRESPONDENCE DATA			
Fax Number:	2159791020		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	215-979-1823		
Email:	eorleman@duanemorris.com		
Correspondent Name:	Maxim A. Voltchenko, Duane Morris LLP		
Address Line 1:	30 S. 17th Street		
Address Line 4:	PHILADELPHIA, PENNSYLVANIA 19103		
ATTORNEY DOCKET NUMBER:	E9191-00259		
NAME OF SUBMITTER:	Maxim A. Voltchenko		
SIGNATURE:	/Maxim A. Voltchenko/		
DATE SIGNED:	11/25/2014		
Total Attachments: 5			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "**Agreement**") is entered into as of November 18, 2014 by and among (i) **TD BANK, N.A.**, as bank ("**Bank**") and (ii) **JAKO ENTERPRISES, LTD.**, a Pennsylvania corporation, as grantor (the "**Grantor**").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "**Loans**") in the amounts and manner set forth in that certain Loan and Security Agreement, dated as of the date hereof (as the same may be further amended, modified or supplemented from time to time, the "**Loan Agreement**"; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents (as each term is described below) to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees, under seal, as follows:

AGREEMENT

To secure its obligations under the Loan Agreement, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its intellectual property (all of which shall collectively be called the "**Intellectual Property Collateral**"), including, without limitation, the following:

1. Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the "**Copyrights**");
2. Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;
3. Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;
4. All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same;

5. Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "**Trademarks**");

6. Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

7. All licenses or other rights to use any of the Copyrights, Patents or Trademarks and all license fees and royalties arising from such use to the extent permitted by such license or rights;

8. All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks or Patents; and

9. All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

This Intellectual Property Security Agreement may be executed in any number of counterparts and by different parties in separate 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

THE LAWS OF THE COMMONWEALTH OF PENNSYLVANIA SHALL GOVERN ALL MATTERS ARISING OUT OF, IN CONNECTION WITH OR RELATING TO THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT, INCLUDING ITS VALIDITY, INTERPRETATION, CONSTRUCTION, PERFORMANCE AND ENFORCEMENT.

[Signature page follows.]

IN WITNESS WHEREOF, the parties, by their duly authorized officers, have signed, sealed and delivered this Intellectual Property Security Agreement as of the first date written above.

GRANTOR:

JAKO ENTERPRISES, LTD.

By:  (SEAL)

Name: John Y. Lee

Title: President

BANK:

TD BANK, N.A.

By:  (SEAL)

Name: William P. Duthy

Title: Vice President

EXHIBIT A

Copyrights

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>	<u>Owner</u>
Zodiac Collection – Sagittarius	VAu 1-093-461	3/26/2012	Jako Enterprises, Ltd.
Zodiac Collection – Scorpio	VAu 1-093-463	3/26/2012	Jako Enterprises, Ltd.
Zodiac Collection – Taurus	VAu 1-093-466	3/26/2012	Jako Enterprises, Ltd.
Zodiac Collection – Libra	VAu 1-093-457	3/26/2012	Jako Enterprises, Ltd.
Zodiac Collection – Leo	VAu 1-093-471	3/26/2012	Jako Enterprises, Ltd.
Zodiac Collection – Gemini	VAu 1-093-453	3/26/2012	Jako Enterprises, Ltd.
Zodiac Collection – Capricorn	VAu 1-093-450	3/26/2012	Jako Enterprises, Ltd.
Zodiac Collection – Cancer	VAu 1-093-449	3/26/2012	Jako Enterprises, Ltd.
Zodiac Collection – Aries	VAu 1-093-448	3/26/2012	Jako Enterprises, Ltd.
Zodiac Collection – Aquarius	VAu 1-093-443	3/26/2012	Jako Enterprises, Ltd.
Zodiac Collection – Virgo	VAu 1-093-468	3/26/2012	Jako Enterprises, Ltd.
Zodiac Collection – Pisces	VAu 1-093-460	3/26/2012	Jako Enterprises, Ltd.

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>	<u>Owner</u>
<u>CHAPEL & GREED</u>	3650330	7/7/2009	Jako Enterprises, Ltd.
<u>ATMOS</u>	3651638	7/7/2009	Jako Enterprises, Ltd.
<u>ATMOS (SWITZERLAND)</u>	564425	11/8/2007	Jako Enterprises, Ltd.
<u>CAMP ORIGINAL & CO. (Stacked)</u>	85/785278*	Filed 11/21/2012	Jako Enterprises, Ltd.

*Application Pending