

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
FORTUNE FASHIONS INDUSTRIES LLC		02/16/2011	LIMITED LIABILITY COMPANY: CALIFORNIA

RECEIVING PARTY DATA

Name:	U.S. BANK NATIONAL ASSOCIATION, as Agent for the benefit of the Secured Creditors
Street Address:	435 WALNUT STREET, 14TH FLOOR
Internal Address:	ATTN: SUZANNE E. GEIGER
City:	CINCINNATI
State/Country:	OHIO
Postal Code:	45202
Entity Type:	NATIONAL BANKING ASSOCIATION: UNITED STATES

PROPERTY NUMBERS Total: 41

Property Type	Number	Word Mark
Serial Number:	85079570	BLUE BIRD
Serial Number:	77829191	CRAFT SCHOOL
Serial Number:	77190110	LIGHTNING BOLT
Serial Number:	77553947	MAKE IT U
Serial Number:	85006830	UNION TRADE
Registration Number:	1409522	ALABUY
Registration Number:	3071845	AMERICAN CHEEZE
Registration Number:	2957125	BEST PALS
Registration Number:	3163903	CHOICE CUTS
Registration Number:	2982157	CUSTOM '77
Registration Number:	3194867	DOLL FACE
Registration Number:	3208182	ELECTRIC VINYL

CH \$1040.00 85079570

Registration Number:	1822043	ESTILO
Registration Number:	2991878	FAKEID
Registration Number:	2900435	FAME & FORTUNE
Registration Number:	2980921	FFI
Registration Number:	2420628	FORTUNE FASHIONS
Registration Number:	1653327	HRLA
Registration Number:	3280913	IRON RULE
Registration Number:	2976524	JUDY ANN
Registration Number:	3217708	MAKE CENT\$
Registration Number:	1797069	MAZE
Registration Number:	3143087	METHOD RESEARCH
Registration Number:	3356855	MODERN LUX
Registration Number:	3094366	NOWHERESVILLE
Registration Number:	3086472	NSANE INDUSTRIES
Registration Number:	3415602	ORBIT BRAND
Registration Number:	3807853	PARTS & LABOR
Registration Number:	3163698	PEACE, LOVE & TEES
Registration Number:	3677662	PUBLIC NOTICE
Registration Number:	3301669	RIPCORN
Registration Number:	2973282	SEA ANGEL
Registration Number:	2141862	SEA ANGEL
Registration Number:	3248302	SHIRTS HAPPEN
Registration Number:	3224641	STAGE DIVE
Registration Number:	3206976	STRANDED
Registration Number:	3718989	STRANDED
Registration Number:	3166801	SUGAR COATED
Registration Number:	3254161	SUPERSHINY
Registration Number:	3423948	TELL THE PEOPLE
Registration Number:	3360848	THE EASY LIFE

CORRESPONDENCE DATA

Fax Number: (213)226-4028

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 213-488-7100

Email: kevin.davis@pillsburylaw.com

Correspondent Name: BRADLEY E. WOLF, ESQ.

TRADEMARK
REEL: 004482 FRAME: 0315

Address Line 1: PILLSBURY WINTHROP SHAW PITTMAN LLP
Address Line 2: 725 SOUTH FIGUEROA STREET, SUITE 2800
Address Line 4: LOS ANGELES, CALIFORNIA 90017-5406

ATTORNEY DOCKET NUMBER:	090398-0000003
NAME OF SUBMITTER:	BRADLEY E. WOLF
Signature:	/Bradley E. Wolf/
Date:	02/18/2011

Total Attachments: 9

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT**, dated as of February 16, 2011 (as amended, restated, supplemented, replaced or otherwise modified from time to time, the “**Intellectual Property Security Agreement**”), is made by **FORTUNE FASHIONS INDUSTRIES LLC**, a California limited liability company (the “**Grantor**”) in favor of **U.S. BANK NATIONAL ASSOCIATION**, a national banking association, as Agent for the benefit of the Secured Creditors (in such capacity, the “**Agent**”) (as defined in the Security Agreement referred to below).

WITNESSETH:

WHEREAS, the Grantor is party to that certain Security Agreement, dated as of July 14, 2010 (as it may be amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), by and among U.S. Bank National Association, as Agent and Fortune Fashions Industries LLC, as Borrower (capitalized terms used and not defined herein have the meanings given such terms in the Security Agreement).

WHEREAS, under the terms of the Security Agreement, the Grantor has granted a security interest in certain property, including, without limitation, certain intellectual property of the Grantor’s to the Agent for the benefit of the Secured Creditors, and has, pursuant to Section 3.1 thereof, agreed as a condition thereof to execute this Intellectual Property Security Agreement for recording with the United States Patent and Trademark Office and the United States Copyright Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

Section 1. Grant of Security. The Grantor hereby grants to the Agent for the benefit of the Secured Creditors a security interest in and to all of the Grantor’s right, title, and interest in and to the following (the “**Intellectual Property Collateral**”), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Grantor’s Obligations:

1.1. Trademarks

1.1.1 The Grantor’s United States and foreign trademarks, trade names, trade styles, trade dress, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, and other source or business identifiers, all registrations and applications to register any of the foregoing including, but not limited to: (i) the U.S. trademark registrations and applications referred to in Schedule 1 hereto (as such schedule may be amended or supplemented from time to time), (ii) all rights to, and to obtain, any extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business connected with the use of and symbolized by any of the foregoing, (iv) the right to sue or otherwise recover for any and all past, present and future infringements, dilutions, and other violations of any of the foregoing or for any injury to goodwill, (v) all proceeds of the foregoing, including, without limitation, licenses, royalties,

income, payments, claims, damages, and proceeds of suit, and (vi) all other rights of any kind whatsoever corresponding thereto throughout the world (collectively, the “**Trademarks**”); and

1.1.2 All licenses or agreements, whether written or oral, providing for the grant by or to the Grantor of (i) any right to use any Trademark, (ii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations of any of the foregoing, (iii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), (iv) all other rights of any kind whatsoever of the Grantor accruing thereunder or pertaining thereto, and (v) any and all proceeds of the foregoing.

1.2. Patents

1.2.1 The Grantor’s United States, foreign, and multinational patents, certificates of invention, and patentable inventions (regardless of whether reduced to practice) or similar industrial property rights, and applications for any of the foregoing, including, but not limited to: (i) each patent and patent application referred to in Schedule 2 hereto (as such schedule may be amended or supplemented from time to time), (ii) all reissues, divisions, continuations, continuations-in-part, extensions, renewals, and reexaminations thereof, (iii) all inventions and improvements described therein, (iv) all rights to sue or otherwise recover for any past, present, and future infringements or other violations thereof, (v) all proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages, and proceeds of suit, and (vi) all other rights of any kind whatsoever corresponding thereto throughout the world (collectively, the “**Patents**”); and

1.2.2 All licenses or agreements, whether written or oral, providing for the grant by or to the Grantor of (i) any right to use any Patent, (ii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations of any of the foregoing, (iii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), (iv) all other rights of any kind whatsoever of the Grantor accruing thereunder or pertaining thereto, and (v) any and all proceeds of the foregoing.

1.3. Copyrights

1.3.1 The Grantor’s copyrights arising under the laws of the United States, any other country, or union of countries, or any political subdivision of any of the foregoing, whether registered or unregistered and regardless of whether the underlying works of authorship have been published, including, but not limited to, copyrights in software and databases, and all Mask Works (as defined under 17 U.S.C. 901 of the U.S. Copyright Act), all protectable designs, and all works of authorship and other intellectual property rights embodied therein, all copyrights of works based on, incorporated in, derived from or relating to works covered by such copyrights, all right to make and exploit derivative works based on or adopted from works covered by such copyrights, and with respect to any and all of the foregoing: (i) all registrations and applications therefor including, without limitation, each U.S. registration and

application referred to in Schedule 3 hereto (as such schedule may be amended or supplemented from time to time), (ii) the right to, and to obtain, all extensions and renewals thereof, (iii) all rights to sue, or otherwise recover, for any past, present, and future infringements and other violations thereof, (iv) all proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages, and proceeds of suit, and (v) all other rights of any kind whatsoever corresponding thereto throughout the world (collectively, the “Copyrights”); and

1.3.2 All licenses or agreements, whether written or oral, providing for the grant by or to the Grantor of: (i) any right under any Copyright including, without limitation, the grant of rights to manufacture, distribute, exploit and sell materials derived from any Copyright including, without limitation, any of the foregoing identified in Schedule 3, (ii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations of any of the foregoing, (iii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), (iv) all other rights of any kind whatsoever of the Grantor accruing thereunder or pertaining thereto, and (v) any and all proceeds of the foregoing.

Section 2. Recordation. The Grantor authorizes and requests that the Commissioner of Patents and Trademarks, the Register of Copyrights, and any other applicable government officer record this Intellectual Property Security Agreement.

Section 3. Execution in Counterparts. This Intellectual Property Security Agreement may be executed in any number of counterparts (including by telecopy), 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.

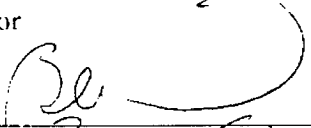
Section 4. Governing Law. This Intellectual Property Security Agreement and the rights and obligations of the parties hereunder shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of Missouri without regard to conflict of laws principles thereof.

Section 5. Conflict Provision. This Intellectual Property Security Agreement has been entered into in conjunction with the provisions of the Security Agreement, and the Financing Agreement referenced therein. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement and the Financing Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Intellectual Property Security Agreement are in conflict with the Security Agreement or the Financing Agreement, the provisions of the Security Agreement or the Financing Agreement shall govern.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Intellectual Property Security Agreement to be executed as of the date first above written by their respective officers thereunto duly authorized.

FORTUNE FASHIONS INDUSTRIES LLC.
as Grantor

By: 
Name: BRYAN GREID
Title: C.O.O.

U.S. BANK NATIONAL ASSOCIATION.
as Agent


By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties hereto have caused this Intellectual Property Security Agreement to be executed as of the date first above written by their respective officers thereunto duly authorized.

FORTUNE FASHIONS INDUSTRIES LLC,
as Grantor

By: _____
Name: _____
Title: _____

U.S. BANK NATIONAL ASSOCIATION,
as Agent

By: 
Name: SABIB KHAWAJA
Title: VICE PRESIDENT

SCHEDULE 1
TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

TRADEMARKS

U.S. Trademark	Serial No. Registration No.	Filing Date Issue Date
BLUE BIRD	85-079,570	07/07/10
CRAFT SCHOOL	77-829,191	09/17/09
LIGHTNING BOLT	77-190,110	05/24/07
MAKE IT U	77-553,947	08/22/08
UNION TRADE	85-006,830	04/05/10
ALABUY	1,409,522	09/16/86
AMERICAN CHEEZE	3,071,845	03/21/06
BEST PALS	2,957,125	05/31/05
CHOICE CUTS	3,163,903	10/24/06
CUSTOM '77	2,982,157	08/02/05
DOLL FACE	3,194,867	01/02/07
ELECTRIC VINYL	3,208,182	02/13/07
ESTILO	1,822,043	02/15/94
FAKEID	2,991,878	09/06/05
FAME & FORTUNE	2,900,435	11/02/04
FFI	2,980,921	08/02/05
FORTUNE FASHIONS	2,420,628	01/16/01
HRLA	1,653,327	08/06/91
IRON RULE	3,280,913	08/14/07
JUDY ANN	2,976,524	07/26/05
MAKE CENTS	3,217,708	03/13/07
MAZE	1,797,069	10/05/93
METHOD RESEARCH	3,143,087	09/12/06
MODERN LUX	3,356,855	12/18/07
NOWHERESVILLE	3,094,366	05/16/06

U.S. Trademark	Serial No. Registration No.	Filing Date Issue Date
NSANE INDUSTRIES	3,086,472	04/25/06
ORBIT BRAND	3,415,602	04/22/08
PARTS & LABOR	3,807,853	06/22/10
PEACE, LOVE & TEES	3,163,698	10/24/06
PUBLIC NOTICE	3,677,662	09/01/09
RIPCORD	3,301,669	10/02/07
SEA ANGEL	2,973,282	07/19/05
SEA ANGEL	2,141,862	03/10/98
SHIRTS HAPPEN	3,248,302	05/29/07
STAGE DIVE	3,224,641	04/03/07
STRANDED	3,206,976	02/06/07
STRANDED	3,718,989	12/01/09
SUGAR COATED	3,166,801	10/31/06
SUPERSHINY	3,254,161	06/19/07
TELL THE PEOPLE	3,423,948	05/06/08
THE EASY LIFE	3,360,848	12/25/07

SCHEDULE 2
TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

PATENTS

Title	Application/Patent Number	Filing/Issue Date
Controlled Pressure Silk Screening Device	11/871,137	10/11/07
Silk Screen Sample Press with Quartz Flash Cure Unit	7,726,238	06/01/10
Silk Screen Sample Apparatus with Integrated Heat Press Device	7,581,492	09/01/09

SCHEDULE 3
TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

COPYRIGHTS

Title Work	Registration Number	Registration Date
GAME OVER GRAPHIC DESIGN	VA 1624105	09/24/07