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05/25/2012

U.S. DEPARTMENT OF COMMERCE  
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103645012

SEE  
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 ed documents or the new address(es) below.

To the Director of the U. S. Patent and Trademark Office

<b>1. Name of conveying party(ies):</b> Randa Accessories Leather Goods LLC <input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Corporation- State: _____ <input checked="" type="checkbox"/> Other <u>Limited Liability Company - Delaware</u> Citizenship (see guidelines) _____ Additional names of conveying parties attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		<b>2. Name and address of receiving party(ies)</b> Additional names, addresses, or citizenship attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Name: <u>JPMorgan Chase Bank, N.A.</u> Internal Address: _____ Street Address: <u>2200 Ross Avenue, 9th Floor</u> City: <u>Dallas</u> State: <u>Texas</u> Country: <u>USA</u> Zip: <u>75201</u> <input checked="" type="checkbox"/> Association      Citizenship <u>National Banking - US</u> <input type="checkbox"/> General Partnership      Citizenship _____ <input type="checkbox"/> Limited Partnership      Citizenship _____ <input type="checkbox"/> Corporation      Citizenship _____ <input type="checkbox"/> Other _____      Citizenship _____ If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No (Designations must be a separate document from assignment)	
<b>3. Nature of conveyance /Execution Date(s) :</b> Execution Date(s) <u>May 17, 2012</u> <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____		<b>4. Application number(s) or registration number(s) and identification or description of the Trademark.</b> A. Trademark Application No.(s) _____ B. Trademark Registration No.(s) _____ See attached....(2571899, 2173354, 2091973...) Additional sheet(s) attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
<b>C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):</b> _____ _____ _____			
<b>5. Name &amp; address of party to whom correspondence concerning document should be mailed:</b> Name: <u>Julie H. Cooper</u> Internal Address: <u>c/o Vinson &amp; Elkins LLP</u> Street Address: <u>2001 Ross Avenue, Suite 3700</u> City: <u>Dallas</u> State: <u>Texas</u> Zip: <u>75201</u> Phone Number: <u>214-220-7919</u> Fax Number: <u>214-999-7919</u> Email Address: <u>jucooper@velaw.com</u>		<b>6. Total number of applications and registrations involved:</b> <span style="border: 1px solid black; padding: 2px;">33</span>	
		<b>7. Total fee (37 CFR 2.6(b)(6) &amp; 3.41)</b> \$ <u>840.00</u> <input type="checkbox"/> Authorized to be charged to deposit account <input checked="" type="checkbox"/> Enclosed	
		<b>8. Payment Information:</b> Deposit Account Number <u>1LEE11</u> Authorized User Name <u>Julie H. Cooper</u> 05/29/2012 01 FF-8521 40.00 800.00	
<b>9. Signature:</b> <u>Julie H. Cooper</u> Signature Julie H. Cooper Name of Person Signing		Date _____ Total number of pages including cover sheet, attachments, and document: <span style="border: 1px solid black; padding: 2px;">16</span>	

5-25-12

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
 Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK  
 REEL: 004791 FRAME: 0868

1. Name of conveying party(ies) continued:

**Swank, Inc.**

a Delaware corporation

SCHEDULE 1

I. REGISTERED TRADEMARKS<sup>1</sup>:

Name of Grantor	Word Mark	Registration Number	Class of Goods	Country	Registration Date	Expiration Date	Status
Randa Accessories Leather Goods LLC	ADDITIONS	2571899	Class 18: Small leather goods, namely wallets.	U.S.	05/21/2002	5/21/2017	Registered
Randa Accessories Leather Goods LLC	BILL ADLER STUDIO	2173354	Class 18: Leather goods, namely, key fobs, wallets, handbags and back packs	U.S.	07/14/1998	7/14/2018	Abandoned
Randa Accessories Leather Goods LLC	BILL ADLER STUDIO	2091973	Class 25: Apparel, namely, leather belts, hat bands, wrist bands	U.S.	08/26/1997	8/26/2007	Abandoned
Randa Accessories Leather Goods LLC	Danté	1769981	Class 14: Jewelry; Class 18: Travel bags, shoe bags for travel, shirt bags for travel and wallets; Class	U.S.	05/11/1993	5/11/2013	Registered

<sup>1</sup> Note: "Abandoned" trademarks marked as "Dead" under the USPTO filings have been deleted from the schedule.

Name of Grantor	Word Mark	Registration Number	Class of Goods	Country	Registration Date	Expiration Date	Status
			25: Belts and suspenders				
Randa Accessories Leather Goods LLC	ONE-FIFTY	1797007	Class 18: Small leather goods, namely, wallets.	U.S.	10/05/1993	10/5/2013	Abandoned
Randa Accessories Leather Goods LLC	REWARD	2048118	Class 18: Leather goods, namely, wallets, key fobs, handbags and backpacks	U.S.	03/25/2007	3/25/2013	Registered
Randa Accessories Leather Goods LLC	REWARD	2067918	Class 25: Apparel, namely, leather belts, hat bands, wristbands.	U.S.	06/03/1997	6/3/2017	Registered
Swank, Inc.	SWANK	00675988	27 (U.S.) 14 (International)	USA	3/24/1959	3/24/2019	Registered
Swank, Inc.	LADY SWANK	0798688	03 (U.S.) 14 (International)	USA	11/16/1965	11/16/2015	Registered
Swank, Inc.	LADY SWANK	0798541	28 (U.S.) 18 (International)	USA	11/9/1965	11/9/2015	Registered
Swank, Inc.	LADY SWANK	0798688	03 (U.S.) 18 (International)	USA	11/16/1965	11/16/2015	Registered
Swank, Inc.	KUM-A-PART	0800343	28 (U.S.) 14 (International)	USA	12/14/1965	12/14/2015	Registered
Swank, Inc.	ARTS OF THE WORLD	0711504	28 (U.S.) 14 (International)	USA	2/21/1961	N/A	Abandoned

SCHEDULE 1-2

Name of Grantor	Word Mark	Registration Number	Class of Goods	Country	Registration Date	Expiration Date	Status
Swank, Inc.	SWANK	0735683	37 (U.S.) 16 (International)	USA	8/7/1962	8/7/2012	Registered
Swank, Inc.	GRAND PRIX	0736006	28 (U.S.) 14 (International)	USA	8/14/1962	8/14/2022	Registered
Swank, Inc.	RAIN CANE	0842519	41 (U.S.) 18 (International)	USA	1/16/1968	1/16/2018	Registered
Swank, Inc.	S in Pentagon Design	0742982	28 (U.S.) 14 (International)	USA	1/1/1963	1/1/2013	Registered
Swank, Inc.	GRAND PRIX	0749612	03 (U.S.) 18 (International)	USA	5/21/1963	5/21/2013	Registered
Swank, Inc.	BIAGI (Stylized)	0935850	03 (U.S.) 18 (International)	USA	6/20/1972	6/20/2012	Registered
Swank, Inc.	CRESTLINE	0960189	03 (U.S.) 18 (International)	USA	6/5/1973	6/5/2013	Registered
Swank, Inc.	Cobbler Design	0944394	03 (U.S.) 18 (International)	USA	10/10/1972	10/10/2012	Registered
Swank, Inc.	SWANK	1,131,853	25 (International)	USA	3/11/1980	N/A	Abandoned
Swank, Inc.	Cobbler Design	1,136,267	25 (International)	USA	5/27/1980	N/A	Abandoned
Swank, Inc.	RICHARD SCOTT	1,340,951	25 (International)	USA	6/11/1985	6/11/2015	Registered
Swank, Inc.	SWANK	2,211,415	14 (International)	USA	12/15/1998	12/15/2018	Registered
Swank, Inc.	SWANK	3,425,568	3, 14, 16, 18, 20, 21, 25, & 26 (all International)	USA	5/13/2008	5/13/2018	Registered
Swank, Inc.	SWANK	3,448,767	35 (International)	USA	6/17/2008	6/17/2018	Registered
Swank, Inc.	POCKET SLIMS	2,596,672	18 (International)	USA	7/23/2002	7/23/2012	Registered
Swank, Inc.	STATIC	3,557,037	14 (International)	USA	1/6/2009	1/6/2019	Registered
Swank, Inc.	SWANK	0735683	37 (U.S.) 16 (International)	USA	8/7/1962	Not Renewed	Abandoned
Swank, Inc.	SWANK	0339920	03 (U.S.)	USA	10/27/1936	Not Going to	Registered

SCHEDULE I-3

Name of Grantor	Word Mark	Registration Number	Class of Goods	Country	Registration Date	Expiration Date	Status
Swank, Inc.	SWANK	0329397	18 (International) 29 (U.S.) 21 (International)	USA	10/29/1935	Renew Not Going to Renew	Registered
Swank, Inc.	SWANK	0328528	39 (U.S.) 25 (International)	USA	10/1/1935	Not Going to Renew	Registered

## PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT (this "**Agreement**"), dated as of May 17, 2012, is entered into by **RANDA ACCESSORIES LEATHER GOODS LLC**, a Delaware limited liability company (the "**Company**"), Swank, Inc., a Delaware corporation ("**Swank**" and together with the Company, the "**Grantors**" and each individually, a "**Grantor**") and **JPMORGAN CHASE BANK, N.A.**, as Administrative Agent (the "**Administrative Agent**") for the Lenders and the Other Secured Parties. Capitalized terms not otherwise defined herein have the meanings set forth in the Pledge and Security Agreement dated as of May 17, 2012 among the Grantors, certain affiliates of the Grantors and the Administrative Agent (as amended, restated or otherwise modified from time to time, the "**Security Agreement**").

WHEREAS, pursuant to the Security Agreement, the Grantors are granting a security interest to the Lenders in certain Trademarks whether now owned or existing or hereafter acquired or arising and wherever located, including the Trademarks listed on Schedule 1 ("**Secured Trademarks**"); and

WHEREAS, pursuant to the Security Agreement, the Grantors are granting a security interest to the Lenders in certain Patents whether now owned or existing or hereafter acquired or arising and wherever located, including the Patents listed on Schedule 2 ("**Secured Patents**").

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantors and the Administrative Agent hereby agree as follows:

1. Grant of Security Interest.

(a) The Grantors hereby grant the Administrative Agent, a security interest in and continuing lien on all of the Grantors' rights, title and interest in, to and under all the Secured Trademarks and the Secured Patents, subject to the terms and conditions of the Security Agreement.

(b) The security interest granted hereby is granted in conjunction with the security interest granted to the Administrative Agent under the Security Agreement. The rights and remedies of the Lenders with respect to the security interest granted hereby are in addition to those set forth in the Security Agreement. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall control.

2. Modification of Agreement.

This Agreement or any provision hereof may not be changed, waived, or terminated except in accordance with the amendment provisions of the Security Agreement pursuant to which the Administrative Agent may modify this Agreement, after obtaining the Grantors' approval of or signature to such modification, by amending Schedule 1 or Schedule 2 to include

reference to any right, title or interest in any existing Trademarks or Patents or any Trademarks or Patents acquired or developed by the Grantors after the execution hereof or to delete any reference to any right, title or interest in any Trademarks or Patents in which the Grantors no longer have or claim any right, title or interest.

3. Governing Law.

**THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE CONSTRUED IN ACCORDANCE WITH AND BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK AND, TO THE EXTENT CONTROLLING, LAWS OF THE UNITED STATES OF AMERICA, EXCEPT TO THE EXTENT THAT THE LAWS OF ANY STATE IN WHICH ANY OF THE COLLATERAL IS LOCATED NECESSARILY GOVERNS THE VALIDITY, PERFECTION, PRIORITY AND ENFORCEABILITY, AND THE EXERCISE OF ANY REMEDIES WITH RESPECT TO ANY LIEN OR SECURITY INTEREST INTENDED TO BE CREATED OR GRANTED HEREBY ON COLLATERAL LOCATED IN SUCH STATE.**

4. Successors and Assigns.

This Agreement shall be binding upon and inure to the benefit of the Administrative Agent and the Grantors and their respective successors and assigns. The Grantors shall not, without the prior written consent of the Administrative Agent given in accordance with the Security Agreement, assign any right, duty or obligation hereunder.

5. Counterparts.

This Agreement may be executed in any number of counterparts and by the parties hereto on 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 instrument. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]





SWANK, INC., a Delaware corporation

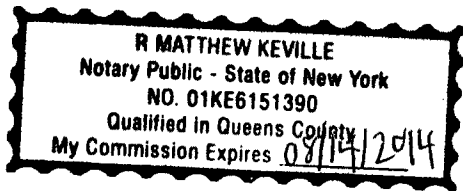
By: *John J. Hastings*  
Name: John J. Hastings  
Title: Executive Vice President and Assistant Secretary

STATE OF New York )  
COUNTY OF New York )

On May 16, 2012, before me, the undersigned, a notary public in and for said state and county, personally appeared John J. Hastings, personally known to me (or proved to me on the basis of satisfactory evidence), to be the person who executed the within instrument as the Executive Vice President and Assistant Secretary of SWANK, INC., a Delaware corporation, on behalf of SWANK, INC. and acknowledged to me that the company executed the within instrument pursuant to its constituent documents.

WITNESS MY HAND AND/OR OFFICIAL SEAL.

(NOTARIAL STAMP OR SEAL)



*R. Matthew Keville*  
Notary Public

My Commission Expires:



SCHEDULE 1

I. REGISTERED TRADEMARKS<sup>1</sup>:

Name of Grantor	Word Mark	Registration Number	Class of Goods	Country	Registration Date	Expiration Date	Status
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Randa Accessories Leather Goods LLC	BILL ADLER STUDIO	2091973	Class 25: Apparel, namely, leather belts, hat bands, wrist bands	U.S.	08/26/1997	8/26/2007	Abandoned
Randa Accessories Leather Goods LLC	Danté	1769981	Class 14: Jewelry; Class 18: Travel bags, shoe bags for travel, shirt bags for travel and wallets; Class	U.S.	05/11/1993	5/11/2013	Registered

<sup>1</sup> Note: "Abandoned" trademarks marked as "Dead" under the USPTO filings have been deleted from the schedule.

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Randa Accessories Leather Goods LLC	REWARD	2048118	Class 18: Leather goods, namely, wallets, key fobs, handbags and backpacks	U.S.	03/25/2007	3/25/2013	Registered
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Swank, Inc.	LADY SWANK	0798688	03 (U.S.) 14 (International)	USA	11/16/1965	11/16/2015	Registered
Swank, Inc.	LADY SWANK	0798541	28 (U.S.) 18 (International)	USA	11/9/1965	11/9/2015	Registered
Swank, Inc.	LADY SWANK	0798688	03 (U.S.) 18 (International)	USA	11/16/1965	11/16/2015	Registered
Swank, Inc.	KUM-A-PART	0800343	28 (U.S.) 14 (International)	USA	12/14/1965	12/14/2015	Registered
Swank, Inc.	ARTS OF THE WORLD	0711504	28 (U.S.) 14 (International)	USA	2/21/1961	N/A	Abandoned

SCHEDULE 1-2

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Swank, Inc.	S in Pentagon Design	0742982	28 (U.S.) 14 (International)	USA	1/1/1963	1/1/2013	Registered
Swank, Inc.	GRAND PRIX	0749612	03 (U.S.) 18 (International)	USA	5/21/1963	5/21/2013	Registered
Swank, Inc.	BIAGI (Stylized)	0935850	03 (U.S.) 18 (International)	USA	6/20/1972	6/20/2012	Registered
Swank, Inc.	CRESTLINE	0960189	03 (U.S.) 18 (International)	USA	6/5/1973	6/5/2013	Registered
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Swank, Inc.	SWANK	3,448,767	35 (International)	USA	6/17/2008	6/17/2018	Registered
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Swank, Inc.	STATIC	3,557,037	14 (International)	USA	1/6/2009	1/6/2019	Registered
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Swank, Inc.	SWANK	0328528	39 (U.S.) 25 (International)	USA	10/1/1935	Not Going to Renew	Registered

SCHEDULE 2

I. REGISTERED PATENTS:

<b>Name of Grantor</b>	<b>Patent Description</b>	<b>Patent Number</b>	<b>Issue Date</b>	<b>Country</b>
Randa Accessories Leather Goods LLC	Expandable Trouser Belt; utility patent	6,842,912	January 18, 2005	U.S.
Randa Accessories Leather Goods, LLC	Box for a Pair of Belts; design patent	D614,484	April 27, 2010	U.S.
Randa Accessories Leather Goods, LLC	Box for a Pair of Belts; design patent	D610,000	February 16, 2010	U.S.
Randa Accessories Leather Goods, LLC	Box for Sale of Belts; utility patent application	8172080	May 8, 2012	U.S.
Swank, Inc.	Transversely Adjustable Belt Buckle	3,986,233	12/19/1976	U.S.
Swank, Inc.	Suspenders	316,775	5/14/1991	U.S.

II. PATENT APPLICATIONS:

None.