

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
Genetic Denim, LLC		12/07/2012	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Merchant Factors Corp.
Street Address:	1430 Broadway
Internal Address:	Suite 1802
City:	New York
State/Country:	NEW YORK
Postal Code:	10018
Entity Type:	CORPORATION: NEW YORK

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Serial Number:	85756827	GENETIC SKIN
Serial Number:	85749644	GENETIC
Serial Number:	85749642	GENETIC
Serial Number:	85463446	GENETIC DENIM
Serial Number:	85393082	GENETIC
Serial Number:	78780959	
Serial Number:	77931992	GENETIC DENIM
Serial Number:	76643976	GENETIC DENIM
Serial Number:	76643975	GENETIC DENIM

CORRESPONDENCE DATA

Fax Number: 8188279099

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

CH \$240.00 85756827

Phone: 8188279000
Email: agrabell@ebg-law.com
Correspondent Name: J. Alison Grabell
Address Line 1: c/o EBG LLP, 21650 Oxnard Street
Address Line 2: Suite 500
Address Line 4: Woodland Hills, CALIFORNIA 91367

ATTORNEY DOCKET NUMBER:	2464.049
NAME OF SUBMITTER:	J. Alison Grabell
Signature:	/J. Alison Grabell/
Date:	12/14/2012

Total Attachments: 4

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**ASSIGNMENT, GRANT OF SECURITY INTEREST IN AND MORTGAGE OF
UNITED STATES TRADEMARKS**

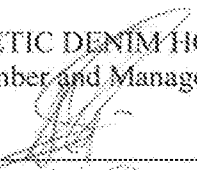
FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, GENETIC DENIM, LLC, a Delaware limited liability company, having an office at 1013 S. Los Angeles Street, 9th Floor, Los Angeles, California 90015 ("Grantor"), hereby assigns, grants and mortgages to MERCHANT FACTORS CORP. ("Grantee"), with offices at 1430 Broadway, Suite 1802, New York, New York 10018 and 800 S. Figueroa St., Suite 730, Los Angeles, California 90017, a collateral security interest in and a general lien upon, and a conditional assignment of the following (collectively referred to herein as the "Collateral"): (a) all of Grantor's right, title and interest in and to, and arising after the date hereof, the United States trademarks, trademark registrations and trademark applications (the "Trademarks") set forth on Schedule A attached hereto and as amended, supplemented or modified from time to time; (b) the goodwill of the business symbolized by each of the Trademarks; (c) all income, fees, royalties and other payments at any time due or payable to Grantor with respect to any trademarks, including without limitation payments under all licenses heretofore or at any time hereafter entered into by Grantor in connection therewith; (d) in each case, together with all proceeds as set forth in the Agreement (as defined below); and (e) all causes of action arising prior to or after the date hereof for infringement of any of the Trademarks, claim of unfair competition and related causes of action regarding the same.

THIS ASSIGNMENT, GRANT OF SECURITY AGREEMENT IN AND MORTGAGE OF UNITED STATES TRADEMARKS (this "Assignment and Security Agreement") is entered into to secure the full and prompt performance and payment of all the Obligations of the Grantor, as such term is defined in the Discount Factoring Agreement between the Grantor and the Grantee, dated as of January 18, 2006 (as amended from time to time, the "Agreement"). Upon the occurrence of an Event of Default, as that term is defined in the Agreement, Grantee shall exercise its rights and remedies with respect to the Collateral. This Assignment and Security Agreement has been entered into in conjunction with the trademark collateral assignment and security interest granted to the Grantee under the Agreement, all terms and provisions of which are incorporated herein by reference.

The Grantor has executed this Assignment and Security Agreement as of the date below.

GENETIC DENIM, LLC

By: GENETIC DENIM HOLDINGS, LLC
Title: Member and Manager

By: 
Name: Ai Pirovelli
Title: Director
Date: 12/7, 2012

SCHEDULE A
TO ASSIGNMENT, GRANT OF SECURITY INTEREST IN
AND MORTGAGE OF UNITED STATES TRADEMARKS

Serial Number	Reg. Number	Word Mark
85756827		GENETIC SKIN
85749644		GENETIC
85749642		GENETIC
85463446		GENETIC DENIM
85393082	4131171	GENETIC
78780959	3215208	
77931992		GENETIC DENIM
76643976	3195495	GENETIC DENIM
76643975	3212073	GENETIC DENIM

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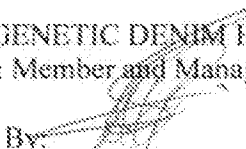
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THIS ASSIGNMENT, GRANT OF SECURITY AGREEMENT IN AND MORTGAGE OF UNITED STATES TRADEMARKS (this "Assignment and Security Agreement") is entered into to secure the full and prompt performance and payment of all the Obligations of the Grantor, as such term is defined in the Discount Factoring Agreement between the Grantor and the Grantee, dated as of January 18, 2006 (as amended from time to time, the "Agreement"). Upon the occurrence of an Event of Default, as that term is defined in the Agreement, Grantee shall exercise its rights and remedies with respect to the Collateral. This Assignment and Security Agreement has been entered into in conjunction with the trademark collateral assignment and security interest granted to the Grantee under the Agreement, all terms and provisions of which are incorporated herein by reference.

The Grantor has executed this Assignment and Security Agreement as of the date below.

GENETIC DENIM, LLC

By: GENETIC DENIM HOLDINGS, LLC
Title: Member and Manager

By: 
Name: DAVID GREENBERG
Title: Director
Date: Dec 7, 2012

SCHEDULE A
TO ASSIGNMENT, GRANT OF SECURITY INTEREST IN
AND MORTGAGE OF UNITED STATES TRADEMARKS

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