

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
Isabella Fiore, LLC		08/25/2006	LIMITED LIABILITY COMPANY:

RECEIVING PARTY DATA

Name:	Oxford Industries, Inc.
Street Address:	222 Piedmont Ave., NE
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30080
Entity Type:	CORPORATION:

PROPERTY NUMBERS Total: 18

Property Type	Number	Word Mark
Serial Number:	78754567	ISABELLA FIORE
Serial Number:	78754565	ISABELLA FIORE
Serial Number:	78754561	ISABELLA FIORE
Serial Number:	78754555	ISABELLA FIORE
Serial Number:	78754553	ISABELLA FIORE
Serial Number:	78754517	ISABELLA FIORE
Serial Number:	77220419	ISABELLA FIORE
Serial Number:	76976811	ISABELLA FIORE
Serial Number:	76519820	IF ISABELLA FIORE
Serial Number:	76519819	IF ISABELLA FIORE
Serial Number:	76519818	IF... ISABELLA FIORE
Serial Number:	76519817	IF... ISABELLA FIORE
Serial Number:	76516165	ISABELLA FIORE
Serial Number:	76484505	ISABELLA FIORE

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Serial Number:	76484504	ISABELLA FIORE
Serial Number:	76417432	ISABELLA FIORE
Serial Number:	76413395	ISABELLA FIORE
Serial Number:	76286761	ISABELLA FIORE

CORRESPONDENCE DATA

Fax Number: (404)572-5128

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

Phone: 404-572-2533

Email: jbalcita@kslaw.com

Correspondent Name: King & Spalding LLP

Address Line 1: Jeffrey P. Balcita

Address Line 2: 4941 Payson Way

Address Line 4: Smyrna, GEORGIA 30080

ATTORNEY DOCKET NUMBER:	OXFORD
NAME OF SUBMITTER:	Jeffrey P. Balcita
Signature:	/Jeffrey P. Balcita/
Date:	03/05/2008

Total Attachments: 3

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SECURITY AGREEMENT

This **SECURITY AGREEMENT** is made and entered into this 25th day of August, by and between Isabella Fiore, LLC ("Debtor") and Oxford Industries, Inc. ("Secured Party").

WITNESSETH

WHEREAS, the Debtor has purchased inventory and other goods from Secured Party on account and may continue to do so from time to time;

NOW, THEREFORE, in consideration of the present and future extension of credit to Debtor by Secured Party, it is agreed as follows:

1. **Creation of Security Interest.** In order to secure performance and payment of all present and future debts, obligations or evidences of indebtedness of Debtor to Secured Party, Debtor hereby grants to Secured Party a security interest in (i) all Debtor's inventory and all proceeds therefrom (including a purchase money security interest in such inventory sold to Debtor by Secured Party on account; provided however, that Secured Party expressly agrees that such security interest is subordinate in priority to the security interest that Debtor heretofore has granted to CIT Group Inc.) and (ii) the trademark ISABELLA FIORE® in all territories and classes of goods (and Secured Party expressly acknowledges that such security interest is subordinate in priority to the security interest that Debtor heretofore has granted to CIT Group Inc.).
2. **Default.** Debtor shall be in default under this agreement if:
 - (a) all indebtedness secured by this agreement is not paid promptly when due;
 - (b) any other obligation created by this agreement or any note or agreement secured hereby is not complied with in all material respects according to the terms hereof or thereof, as the case may be;
 - (c) any warranty or representation made by Debtor to Secured Party in this agreement, or in any note or other agreement secured hereby, is false in any material respect when made or furnished;
 - (d) the collateral hereinabove described is transferred to any location not specifically approved in advance by the Secured Party or is lost, stolen, substantially damaged or seized by any third party pursuant to legal proceedings (and such loss, theft, damage or seizure, as the case may be, is not substantially covered for the benefit of Secured Party by one or more of Debtor's insurance policies); or
 - (e) any insolvency or bankruptcy proceeding is commenced by or against Debtor and is not stayed or dismissed within sixty (60) days following such commencement.
3. **Remedies Upon Default.** Upon the occurrence and during the continuance of default, at the option of the Secured Party (it being understood that upon the occurrence of any default or any event which would reasonably be expected to give rise to any default, Debtor shall provide notice thereof to Secured Party), all debts secured hereby shall become immediately due and payable without demand or notice and Secured Party shall have at any time thereafter all of the rights and

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remedies by any note or agreement secured hereby, and may apply the proceeds from any sale of the collateral pursuant to such remedies to the following:

- (a) the expenses of taking, removing, holding for sale and repairing for sale, specifically including without limitation Secured Party's reasonable attorneys fees;
- (b) the expense of liquidating any lien, security interest or other encumbrance superior to the security interest created hereby; and,
- (c) the unpaid balance with all accumulated interest due on any obligations of Debtor to Secured Party secured by this agreement.

Any surplus after the satisfaction of the foregoing items shall be paid to the Debtor, and Debtor shall remain liable for any deficiency if the proceeds realized from the disposition of said collateral pursuant hereto shall fail to satisfy in full the obligations of Debtor to Secured Party.

4. **Warranties.** Debtor warrants, covenants and agrees as follows:

- (a) Debtor will keep the collateral in good order and repair and will not misuse, waste or destroy it, normal wear and tear excepted;
- (b) Debtor will insure the collateral against any such risks by policies of insurance in such form, with such amounts and with such companies as are reasonable and customary in the industry and under the circumstances, and will name Secured Party as loss payee under these policies for the amount of the collateral to which Debtor is indebted to Secured Party;
- (c) Debtor will pay promptly, without offset, when due all prior liens and obligations secured by collateral and all taxes owed thereon;
- (d) the collateral will not be sold, transferred, materially altered or otherwise disposed of unless Secured Party consents in advance in writing, except sales of inventory to customers in the ordinary course of business; and
- (e) subject to the rights of CIT Group Inc. referenced at Section 1 hereof, the security interest granted to Secured Party under this agreement, when properly perfected by filing, will constitute at all times a valid and perfected first security interest in the collateral, vested in Secured Party and, except as otherwise expressly noted in Section 1 hereof, will not be or become junior to the security interest, liens or claims of any other creditor.

5. **Secured Party's Right to Pay Prior Liens.** Secured Party may, at the option of Secured Party, discharge taxes, liens or security interests or other encumbrances at any time levied or placed on the collateral, may pay for insurance on the collateral, and may pay for the maintenance and preservation of the collateral, and Debtor agrees to reimburse Secured Party on demand for any payment so made, or any expense so incurred by Secured Party pursuant hereto; provided, however, that prior to making any such payments, Secured Party will give Debtor not less than thirty (30) days advance written notice and opportunity to cure during such thirty-day period following such notice, and will refrain from making any payments in instances where there is a bona fide dispute over same.

6. **Termination of Security Interest.** Upon full repayment by Debtor of all debts and obligations secured hereby (including the termination of all agreements, contracts and/or other arrangements reasonably expected to give rise to any debt

or obligation secured hereby), the security interest granted hereby will be terminated and of no further force and effect, and Secured Party will file all documents and instruments reasonably necessary to memorialize such termination, including without limitation a UCC-3 termination statement.

7. **Miscellaneous Provisions.**

- (a) This agreement shall be binding upon the heirs, successors, administrators and assigns of the parties;
- (b) the obligations of all persons signing as Debtor under this agreement shall be joint and several;
- (c) no waiver by Secured Party of default of any provision of this agreement shall operate as a subsequent waiver of any default under the same or any other provision of this agreement; and
- (e) the Debtor, upon default, will be responsible for all costs of collection, accrued interest and attorney fees.

IN WITNESS WHEREOF, this agreement is executed by Debtor by an authorized officer (who by signing warrants his/her authority to do so) this 30th day of August, 2006.

ISABELLA FIORE, LLC

By: *Rebbie Coleman*
Name: REBBIE COLEMAN
Title: CEO

NOTARY PUBLIC



Signed and sealed before me on this
30 day of August, 2006.

[Signature]
(Name)

My Commission Expires: 1/29/2008

ACKNOWLEDGED AND ACCEPTED BY OXFORD INDUSTRIES, INC.

By: *[Signature]*
Name:
Title: