

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
Sugartown Worldwide LLC		12/31/2010	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	U.S. Bank National Association, as Collateral Agent
Street Address:	1349 West Peachtree Street, NW, Suite 1050
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30309
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 36

Property Type	Number	Word Mark
Registration Number:	3381754	L
Serial Number:	77660444	LEAD A COLORFUL LIFE
Registration Number:	3097505	LILLY
Registration Number:	3587781	LILLY. PULITZER
Registration Number:	3587782	LILLY. PULITZER
Registration Number:	1935880	LILLY PULITZER
Registration Number:	2880228	LILLY PULITZER
Registration Number:	3587777	LILLY PULITZER
Registration Number:	2805133	LILLY PULITZER
Registration Number:	2669416	LILLY PULITZER
Registration Number:	2152933	LILLY PULITZER
Registration Number:	1157374	LILLY PULITZER
Registration Number:	3495970	LILLY PULITZER
Registration Number:	1880248	LILLY PULITZER

CH \$915.00 3381754

Registration Number:	1990353	LILLY PULITZER
Registration Number:	1926195	LILLY PULITZER
Registration Number:	3620844	LILLY PULITZER
Registration Number:	3686520	LILLY PULITZER
Serial Number:	77631417	LILLY PULITZER
Registration Number:	3612987	LILLY PULITZER
Registration Number:	3841879	LILLY PULITZER
Registration Number:	3767860	LILLY PULITZER
Registration Number:	3612988	LILLY PULITZER
Registration Number:	3841880	LILLY PULITZER
Serial Number:	77141575	LILLY PULITZER
Serial Number:	77141583	LILLY PULITZER
Registration Number:	3686521	LILLY PULITZER
Registration Number:	3850377	LILLY PULITZER
Registration Number:	3689809	LILLY PULITZER
Serial Number:	77660499	LP LP
Registration Number:	3588928	L
Serial Number:	77631541	L
Registration Number:	3469834	L
Registration Number:	3403882	
Registration Number:	3673768	WEAR IT WELL
Serial Number:	77660385	XX LILLY

CORRESPONDENCE DATA

Fax Number: (404)572-5128
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 404-572-3458
Email: slake@kslaw.com
Correspondent Name: Susan Lake, Paralegal
Address Line 1: 1180 Peachtree Street
Address Line 2: King & Spalding
Address Line 4: Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER:	40500-019015
NAME OF SUBMITTER:	Susan Lake
Signature:	/Susan Lake/

Date:

01/21/2011

Total Attachments: 11

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made as of this 31st day of December, 2010, among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and U.S. Bank National Association, in its capacity as Collateral Agent for the Secured Parties (together with its successors, "Collateral Agent").

WITNESSETH:

WHEREAS, the Grantors shall have executed and delivered to Collateral Agent, for the benefit of the Secured Parties, that certain Security Agreement dated as of June 30, 2009 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Collateral Agent, for the benefit of the Secured Parties, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantors hereby agree as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Indenture.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to Collateral Agent, for the benefit of the Secured Parties, a continuing security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of such Grantor's U.S. Trademarks and U.S. Trademark Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all reissues, continuations or extensions of the foregoing; and

(c) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future infringement or dilution of any U.S. Trademark or any breach of any U.S. Trademark License.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of all the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to

Collateral Agent, the Secured Parties, or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Collateral Agent, for the benefit of the Secured Parties, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. AUTHORIZATION TO SUPPLEMENT. Collateral Agent hereby authorizes Grantors unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any future U.S. Trademarks of Grantors. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Collateral Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any other Senior Secured Note Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by other electronic transmission shall be deemed an original signature hereto.

7. CONSTRUCTION. Unless the context of this Trademark Security Agreement clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Trademark Security Agreement refer to this Trademark Security Agreement as a whole and not to any particular provision of this Trademark Security Agreement. Section, subsection, clause, schedule, and exhibit references herein are to this Trademark Security Agreement unless otherwise specified. Any reference in this Trademark Security Agreement to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein to any Person shall be construed to include such Person's successors and assigns. Any requirement of a writing contained herein shall be satisfied by the transmission of a Record and any Record so transmitted shall constitute a representation and warranty as to the accuracy and completeness of the information contained therein.

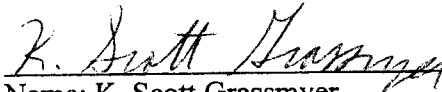
8. INTERCREDITOR AGREEMENT. Notwithstanding anything herein to the contrary, the liens and security interests granted to the Collateral Agent pursuant to this

Trademark Security Agreement and the exercise of any right or remedy by the Collateral Agent hereunder, are subject to the provisions of the Intercreditor Agreement dated as of June 30, 2009 (as amended, restated, supplemented or otherwise modified from time to time, the "Intercreditor Agreement"), among SunTrust Bank, as ABL Agent, U.S. Bank National Association, as Trustee and as Note Agent and the Grantors (as defined in the Intercreditor Agreement) from time to time party thereto. In the event of any conflict between the terms of the Intercreditor Agreement and the terms of this Trademark Security Agreement, the terms of the Intercreditor Agreement shall govern and control.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

SUGARTOWN WORLDWIDE LLC, a Delaware limited liability company

By: 
Name: K. Scott Grassmyer
Title: Vice President

ACCEPTED AND ACKNOWLEDGED BY:

**U.S. BANK NATIONAL ASSOCIATION, as
Collateral Agent**

By: *Muriel Shaw*

Name: Muriel Shaw

Title: Assistant Vice President

Schedule I

U.S. Trademarks and U.S. Trademark Licenses

Mark	Country	App. No. Filing Date	Reg. No. Issue Date	Status	Class
L (Stylized)	United States	78/649,054 6/13/05	3,381,754 02/12/08	Section 8/15 Due 02/12/14	35
LEAD A COLORFUL LIFE	United States	77/660,444 01/30/09		Affidavit Of Use or Extension of Time 01/12/11	18 25 35
LILLY	United States	78/516,002 11/12/04	3,097,505 5/30/06	Section 8 & 15 5/30/12 Renewal 5/30/16	32
LILLY PULITZER & Palm Tree Design	United States	77/141,431 3/27/07	3,587,781 03/10/09	Section 8/15 Due 03/10/15	24
LILLY PULITZER & Palm Tree Design	United States	77/141,448 3/27/07	3,587,782 03/10/09	Section 8/15 Due 03/10/15	35
LILLY PULITZER (Stylized)	United States	74/428,275 8/24/93	1,935,880 11/14/95	Next Renewal & Section 8 Due 11/14/15	18 25
LILLY PULITZER (word)	United States	78/124,827 4/29/02	2,880,228 8/31/04	Section 8/15 - GP Expires 02/28/11 1st Renewal 08/13/14	14
LILLY PULITZER (word)	United States	77/140,111 3/26/07	3,587,777 03/10/09	Section 8/15 Due 03/10/15	24
LILLY PULITZER (word)	United States	75/628,175 1/27/99	2,805,133 1/13/04	1st Renewal 01/13/14	24
LILLY PULITZER (word)	United States	75/434,990 2/17/98	2,669,416 12/31/02	Next Renewal & Section 8 Due 12/31/12	24
LILLY PULITZER (word)	United States	75/100,683 5/7/96	2,152,933 4/21/98	Next Renewal & Section 8 Due 04/21/18	25
LILLY PULITZER (word)	United States	73/171,134 5/19/78	1,157,374 6/9/81	Next Renewal & Section 8 Due 06/09/11	25
LILLY PULITZER (word)	United States	78/516,016 11/12/04	3,495,970 9/2/08	Section 8/15 Due 09/02/14	32

Mark	Country	App. No. Filing Date	Reg. No. Issue Date	Status	Class
LILLY PULITZER (word)	United States	74/233,647 12/24/91	1,880,248 2/21/95	Next Renewal & Section 8 Due 02/21/15	42
LILLY PULITZER (word)	United States	74/552,003 7/21/94	1,990,353 7/30/96	Next Renewal & Section 8 Due 07/30/16	16 18 20 25
LILLY PULITZER (word)	United States	74/802,617 7/22/93	1,926,195 10/10/95	Next Renewal & Section 8 Due 10/10/15	18 25
LILLY PULITZER (word) (child)	United States	77/976,910 10/6/06	3,620,844 05/12/09	Section 8/15 Due 05/12/15	3 9
LILLY PULITZER New Signature	United States	77/141,495 3/27/07	3,686,520 09/22/09	Section 8/15 Due 09/22/15	3
LILLY PULITZER New Signature	United States	77/631,417 12/11/08	N/A	Affidavit of Use Due 01/26/11	4
LILLY PULITZER New Signature	United States	77/141,508 3/27/07	3,612,987 4/28/2009	Section 8/15 Due 04/28/15	9
LILLY PULITZER New Signature	United States	77/141,520 3/27/07	3,841,879 8/31/10	Section 8/15 Due 8/31/16	14
LILLY PULITZER New Signature	United States	77/141,538 3/27/07	3,767,860 3/30/10	Section 8/15 Due 03/30/16	16
LILLY PULITZER New Signature	United States	77/141,547 3/27/07	3,612,988 4/28/2009	Section 8/15 Due 04/28/15	18
LILLY PULITZER New Signature	United States	77/141,564 3/27/07	3,841,880 8/31/10	Section 8/15 Due 3/31/16	20
LILLY PULITZER New Signature	United States	77/141,575 3/27/07	n/a	Statement of Use Due (4th) 01/01/11	21
LILLY PULITZER New Signature	United States	77/141,583 3/27/07	n/a	Statement of Use Due (4th) 01/01/11	24
LILLY PULITZER New Signature	United States	77/141,593 3/27/07	3,686,521 9/22/09	Section 8/15 Due 09/22/15	25
LILLY PULITZER New Signature	United States	77/142,142 3/27/07	3,850,377 9/21/10	Section 8/15 Due 9/21/16	27
LILLY PULITZER New Signature	United States	77/142,148 3/27/07	3,689,809 9/29/09	Section 8/15 Due 09/29/15	35
LP LP Monogram Design	United States	77/660,499 1/30/2009	n/a	Affidavit of Use of Extension of Time 1/19/11	18 25 35

Mark	Country	App. No. Filing Date	Reg. No. Issue Date	Status	Class
Palm L Design (parent file)	United States	78/451,699 7/16/04	3,588,928 03/10/09	Section 8/15 Due 03/10/15	3 9 25
Palm L Design	United States	77/631,541 12/11/08	n/a	Affidavit of Use Due 01/26/11	4
Palm L Design (child application)	United States	78/980,357 7/16/04	3,469,834 07/15/08	Section 8/15 Due 07/15/14	25
Retail Door Design	United States	78/649,034 6/13/05	3403882 03/25/2008	Section 8 Due 03/25/14	35
WEAR IT WELL!	United States	77/335,405 11/21/07	3,673,768 8/25/09	Section 8/15 Due 08/25/15	25
XX LILLY (word mark)	United States	77/660,385 01/30/09	n/a	Affidavit of Use Due 01/26/11	18 25 35

1. License Agreement, dated April 4, 2007, between Sugartown Worldwide, Inc. and Carole Hochman Design Group, as amended by the First Addendum to April 4, 2007 Agreement, dated April 4, 2007, between Sugartown Worldwide, Inc. and Carole Hochman Design Group and the Third Addendum to April 4, 2007 Agreement, dated October 28, 2010, between Sugartown Worldwide, Inc. and Carole Hochman Design Group.
2. License Agreement, dated April 2, 2010, between Sugartown Worldwide, Inc. and Designer Bride, Inc.
3. License Agreement, dated January 8, 2010, between Sugartown Worldwide, Inc., HFI Brands, Inc. and Outlook International Limited.
4. License Agreement, dated April 18, 2007, between Sugartown Worldwide, Inc. and Kenmark Optical, Inc.
5. License Agreement, dated July 22, 2009, between Sugartown Worldwide, Inc. and Brand Science, LLC, as amended by letter agreement, dated July 22, 2009, among Sugartown Worldwide, Inc., Brand Science, LLC and Wells Fargo Trade Capital Services, Inc.
6. License Agreement, dated January 22, 2008, between Sugartown Worldwide, Inc. and Lifeguard Press, Inc.
7. License Agreement, dated September 9, 2009, between Sugartown Worldwide, Inc. and Kravet, Inc.
8. Agreement, dated May 21, 2009, between Sugartown Worldwide, Inc. and Garnet Hill, Inc.
9. License Agreement, dated November 16, 2010, between Sugartown Worldwide, Inc. and Barnes & Noble, Inc.

10. Buying Agency Agreement, dated August 12, 2009, between Sugartown Worldwide, Inc. and Direct QA (HK) Ltd.
11. Buying Agency Agreement, dated March 22, 2006, between Sugartown Worldwide, Inc. and Linmark Development (BVI) Limited.
12. Buying Agency Agreement, dated August 24, 1998, between Sugartown Worldwide, Inc. and ATA International.
13. Buying Agency Agreement, dated April 6, 2006, between Sugartown Worldwide, Inc. and EDPA USA, Inc.
14. Buying Agency Agreement, dated December 26, 2001, between Sugartown Worldwide, Inc. and H&M Tex S.A.C.
15. Buying Agency Agreement, dated July 15, 1993, between Sugartown Worldwide, Inc. and C.H.A. Design Export (H.K.), Ltd., as amended.
16. Services Agreement, dated March 24, 2008, between Sugartown Worldwide, Inc. and Venda, Inc.

Lilly Pulitzer® Trademark License Agreements

<u>Name of Licensee</u>	<u>Date of Lilly Pulitzer® Trademark License Agreements</u>
The Pink Paddock Boutique	September 9, 2009
The Pink Palm LLC	Undated
Sandestin Reef and Beach Resort, LLC DBA Barefoot Princess	September 21, 2009
Sandestin Golf and Beach Resort, LLC DBA Barefoot Princess	September 21, 2009
The Colorful Gator, LLC	January 5, 2010
Three Sisters of Palm Beach	August 25, 2009
Three Sisters of Naples	August 25, 2009
Three Sisters of Delray Beach	August 25, 2009
Cabana	November 12, 2009
Cloister Collection Ltd.	September 1, 2009
E. A. Davis	August 25, 2009
Hithomas Inc. DBA The Island	November 10, 2009
The Joggling Board	August 28, 2009
Lady Bird	September 15, 2009
Lazy Daisy	August 28, 2009

<u>Name of Licensee</u>	<u>Date of Lilly Pulitzer® Trademark License Agreements</u>
Knock at the Door LLC d/b/a Leapin Lizards	November 11, 2009
Aoife's Closet LLC DBA Life's a Beach	November 13, 2009
Lillie Alexander, LTD	Undated
Lillie Alexander, LTD	September 29, 2010
Melly	November 13, 2009
Mint Julep	November 10, 2009
Ocean Palm VA Beach WRB Ventures, Inc.	November 12, 2009
Ocean Palm Williamsburg WRB Ventures, Inc.	November 12, 2009
Rebecca Byrd, Inc. d/b/a Palm Avenue	November 21, 2009
Rebecca Byrd, Inc. d/b/a Palm Avenue	November 21, 2009
Rebecca Byrd, Inc. d/b/a Palm Avenue	November 21, 2009
Rebecca Byrd, Inc. d/b/a Palm Avenue	November 21, 2009
Palm Garden II	November 10, 2009
The Palm on Park LLC	August 28, 2009
Palm Place	December 16, 2009
Palm Place	December 16, 2009
L.M.P. -- Asheville, Inc.	June 15, 2010
The Peppermint Palm II LLC	September 11, 2009
The Peppermint Palm II LLC	September 11, 2009
Princess Leopard Print, LLC	January 1, 2010
Pink Bee	November 9, 2009
Pink Boulevard, Inc.	August 28, 2009
Annapolis, The Pink Crab	January 20, 2010
The Pink Door	August 28, 2009
Anjoda Inc. DBA Pink Link	January 6, 2010
J&L Retail dba Pink Magnolia	August 28, 2009
Pink on Main	November 10, 2009
POTP LTD.	September 15, 2009
Pink Palm	September 2, 2009
Pink Palm	November 10, 2009
Pink Palm	November 10, 2009
The Pink Palm Tampa, Inc.	August 31, 2009
Koch ENT DBA The Pink Pineapple	November 12, 2009
Pink Sorbet	September 1, 2009

<u>Name of Licensee</u>	<u>Date of Lilly Pulitzer® Trademark License Agreements</u>
Pink Tangerine LLC	October 9, 2009
S M Bradford Co.	August 1, 2009
Splash of Pink	November 17, 2009
Tickled Pink, LLC	January 8, 2010