

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
Ed Mitchell West LLC		05/04/2012	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Bank of America, N.A.		
Street Address:	One Landmark Square, 12th Floor		
City:	Stamford		
State/Country:	CONNECTICUT		
Postal Code:	06901		
Entity Type:	a national association: UNITED STATES		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	2493550	WILKES SAN FRANCISCO	
Registration Number:	1773881	WILKESHOME	
Registration Number:	1677685	WILKES SPORT	
Registration Number:	1485828	WILKES BASHFORD	
Registration Number:	1459300		
CORRESPONDENCE DATA			
Fax Number:	2035752600		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	(203) 575-2629		
Email:	lfreed@carmodylaw.com		
Correspondent Name:	Arthur G. Schaijer		
Address Line 1:	50 Leavenworth Street		
Address Line 2:	P.O. Box 1110		
Address Line 4:	Waterbury, CONNECTICUT 06721-1110		

CH \$140.00 2493550

ATTORNEY DOCKET NUMBER:	18064-117
NAME OF SUBMITTER:	Linda M. Freed
Signature:	/Linda M. Freed/
Date:	05/07/2012
Total Attachments: 5 source=Executed Notice of Grant of Security Interest in Trademarks (W2097707)#page1.tif source=Executed Notice of Grant of Security Interest in Trademarks (W2097707)#page2.tif source=Executed Notice of Grant of Security Interest in Trademarks (W2097707)#page3.tif source=Executed Notice of Grant of Security Interest in Trademarks (W2097707)#page4.tif source=Executed Notice of Grant of Security Interest in Trademarks (W2097707)#page5.tif	

**NOTICE OF GRANT OF SECURITY
INTEREST IN TRADEMARKS**

THIS NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS (the "Notice") is made by Ed Mitchell West LLC, a Delaware limited liability company, having its chief executive office and principal place of business at 670 Post Road East, Westport, Connecticut 06880 (the "Grantor"), in favor of Bank of America, N.A., a national association organized and existing under the laws of the United States of America, having a banking office at One Landmark Square, 12th Floor, Stamford, Connecticut 06901 (the "Lender"), to evidence the grant by Grantor to Lender of a continuing first priority lien and security interest in the collateral described below pursuant to the terms of a certain Loan and Security Agreement dated as of May 4, 2012, by and between Grantor and Lender (the "Loan and Security Agreement"), to secure Grantor's indebtedness to Lender under the terms of the Loan and Security Agreement.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

To secure the payment and performance of the obligations of Grantor to Lender under the Loan and Security Agreement, Grantor hereby grants to Lender, for its benefit and hereby reaffirms its prior grant pursuant to the Loan and Security Agreement, a continuing security interest in the following (collectively, the "Trademark Collateral"):

All of Grantor's right, title and interest (if any) in and to all of the following: (i) all state (including common law), federal and foreign trademarks, service marks and trade names, and applications for registration of such trademarks, service marks and trade names, all licenses relating to any of the foregoing and all income and royalties with respect to any business (including such marks, names and applications described on Schedule A attached hereto and made a part hereof), whether registered or unregistered and wherever registered (collectively, the "Trademarks") and all of the goodwill of the business connected with the use of, and symbolized by, each of the Trademarks; and (ii) all proceeds, including, without limitation, any claim by Grantor against third parties for past, present or future infringement or dilution of the Trademarks or injury to the goodwill associated with the Trademarks.

Upon payment and performance in full of all obligations of Grantor to Lender under the Loan and Security Agreement, the security interests created by the Loan and Security Agreement in the Trademark Collateral shall terminate and Lender shall promptly execute and deliver to Grantor such documents and instruments reasonably requested by Grantor as shall be necessary to evidence termination of all such security interests given by Grantor to Lender in the Trademark Collateral.

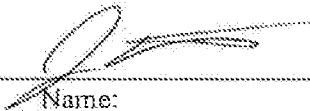
This Notice is made, executed and delivered in the State of Connecticut, and it is the specific desire and intention of the parties that it shall in all respects be construed under the laws of the State of Connecticut, without regard to conflict of law principles thereof.

This Notice may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same instrument.

[Signatures on next page]

Dated this 7th day of May, 2012.

ED MITCHELL WEST LLC

By: 
Name:
Title:
Duly Authorized

BANK OF AMERICA, N.A.

By: _____
George A. Kinnear
Its Senior Vice President

Dated this 1st day of May, 2012.

ED MITCHELL WEST LLC

By: _____

Name:

Title:

Duly Authorized

BANK OF AMERICA, N.A.

By:  _____

George A. Kinnear

Its Senior Vice President

Signature Page to Notice of Grant of Security Interest in Trademarks

TRADEMARK
REEL: 004774 FRAME: 0214

SCHEDULE A

REGISTERED TRADEMARKS

<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Jurisdiction</u>
WILKES SAN FRANCISCO	2493550	9/25/2001	U.S.
WILKESHOME	1773881	5/25/1993	U.S.
WILKES SPORT	1677685	3/3/1992	U.S.
WILKES BASHFORD	1485828	4/26/1988	U.S.
WB (Logo – Dog & Ball with "WB")	1459300	9/29/1987	U.S.