

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
CABI, LLC		08/31/2012	LIMITED LIABILITY COMPANY: CALIFORNIA

RECEIVING PARTY DATA	
Name:	BNP PARIBAS
Street Address:	787 SEVENTH AVENUE
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10019
Entity Type:	CORPORATION: FRANCE

PROPERTY NUMBERS Total: 17		
Property Type	Number	Word Mark
Registration Number:	2965045	SCOOP
Registration Number:	3192304	CABI
Registration Number:	3192305	CABI
Registration Number:	3226900	CABI
Registration Number:	3133821	CAROL ANDERSON BY INVITATION
Registration Number:	3495335	CAROL ANDERSON BY INVITATION
Registration Number:	2957307	FRIENDS FASHION FUN
Registration Number:	3705314	CABI CANARY
Registration Number:	3872658	FASHION FRIENDS AND FUN
Registration Number:	4020580	CA
Serial Number:	77714687	HALF THE FUN IS FINDING IT
Serial Number:	77714631	FINDING IT IS HALF THE FUN
Serial Number:	85352589	FASHION FRIENDS & FUN
Serial Number:	85547518	WEAR THE CLOTHES DO THE SHOWS & PROPOSE

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Serial Number:	85547514	WEAR THE CLOTHES DO THE SHOWS & PROPOSE
Serial Number:	85642068	THE SCOOP
Serial Number:	85489706	DO THE SHOWS WEAR THE CLOTHES AND PROPOSE

CORRESPONDENCE DATA

Fax Number: 2132264028
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 212-858-1000
 Email: kevin.davis@pillsburylaw.com
 Correspondent Name: JENNA F. KARADBIL, ESQ.
 Address Line 1: PILLSBURY WINTHROP SHAW PITTMAN LLP
 Address Line 2: 1540 BROADWAY
 Address Line 4: NEW YORK, NEW YORK 10036-4039

ATTORNEY DOCKET NUMBER:	042802-0000069
NAME OF SUBMITTER:	JENNA F. KARADBIL
Signature:	/Jenna F. Karadbil/
Date:	10/02/2012

Total Attachments: 7
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this “**Agreement**”) is made as of August 31, 2012 (the “**Effective Date**”) between each of the signatories hereto (collectively, the “**Grantors**”) in favor of **BNP PARIBAS**, as collateral agent for the Secured Parties (in such capacity, the “**Collateral Agent**”) (as defined in the Pledge and Security Agreement referred to below).

RECITALS:

WHEREAS, reference is made to that certain Pledge and Security Agreement, dated as of August 31, 2012 (as it may be amended, restated, supplemented or otherwise modified from time to time, the “**Pledge and Security Agreement**”), by and among the Grantors, the other grantors party thereto and the Collateral Agent; and

WHEREAS, under the terms of the Pledge and Security Agreement, the Grantors have (i) as collateral security for the Secured Obligations, granted to the Collateral Agent a security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under the Collateral (as defined in the Pledge and Security Agreement), including, without limitation, certain Intellectual Property of the Grantors and (ii) agreed to execute this Agreement for recording with the United States Patent and Trademark Office and other applicable Governmental Authorities.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, each Grantor and the Collateral Agent agree as follows:

Section 1. Grant of Security. As collateral security for the Secured Obligations, each Grantor hereby grants to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under the following (collectively, the “**Intellectual Property Collateral**”):

(a) All United States and foreign patents and certificates of invention, or similar industrial property, design or plant rights, for any of the foregoing, including, but not limited to: (i) all registrations, provisional and applications referred to in **Schedule 1** hereto; (ii) all reissues, divisions, continuations, continuations-in-part, extensions, renewals, and reexaminations therefor; (iii) all rights corresponding thereto throughout the world; (iv) all inventions and improvements described therein; (v) all rights to sue for past, present and future infringements thereof; (vi) all licenses, claims, damages, and proceeds of suit arising therefrom; and (vii) all Proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages, and proceeds of suit (collectively, the “**Patents**”).

(b) All United States, and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, all registrations and applications for any of the foregoing including, but not limited to (i) the registrations and applications referred to in **Schedule 1** hereto, (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business associated with the use of and symbolized by the foregoing, (iv) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill, and (v) all Proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages, and proceeds of suit (collectively, the “**Trademarks**”).

(c) All licenses or agreements, whether written or oral, providing for the grant by or to any Grantor of: (A) any right to use any Trademark or Trade Secret and (B) any right to manufacture, use, import, export, distribute, offer for sale or sell any invention covered in whole or in part by a Patent,

including, without limitation, (i) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations of any of the foregoing, (ii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), (iii) all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto, and (iv) any and all proceeds of the foregoing.

Section 2. Recordation. Each Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this Agreement.

Section 3. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or in electronic (*i.e.*, “pdf” or “tif”) format shall be effective as delivery of a manually executed counterpart of this Agreement.

Section 4. Governing Law. This Agreement and any claims, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the law of the State of New York.

Section 5. Conflict Provision. This Agreement has been entered into in conjunction with the provisions of the Pledge and Security Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Pledge and Security Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Intellectual Property Security Agreement are in conflict with the Pledge and Security Agreement or the Credit Agreement, the provisions of the Pledge and Security Agreement or the Credit Agreement shall govern.

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IN WITNESS WHEREOF, each Grantor and the Collateral Agent have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

CABI, LLC,
as a Grantor



By: _____
Name: Scott Farquhar
Title: Chief Executive Officer

[Signature page to Intellectual Property Security Agreement (Patents and Trademarks)]

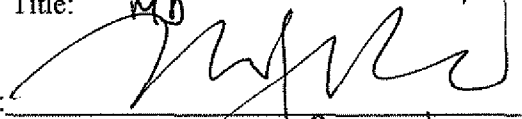
TRADEMARK
REEL: 004871 FRAME: 0499

BNP PARIBAS, as Collateral Agent

By: 

Name: RICH CUSHING

Title: MD

By: 

Name: MICHAEL REMTHOLD

Title: V.P.

SCHEDULE 1 TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

1. Patents

PATENT	OWNER / ASSIGNEE	INVENTOR(S)	COUNTRY	APPL. NO./ FILING DATE	REG. NO./ REG. DATE	STATUS IN U.S.P.T.O.
METHOD OF CONTROLLING PRODUCT INVENTORY	CABI, LLC	KIMBERLY INSKEEP, SCOTT FARQUHAR	U.S.	11/194,211 08/01/2005	US 7,801,776 B2 09/21/2010	Issued
SINGLE ORDER METHOD FOR INDEPENDENT SALES REPRESENTATIVE AS USED IN THE PARTY PLAN DIRECT MARKETING METHOD OF SELLING PRODUCTS	CABI, LLC	KIMBERLY INSKEEP	U.S.	13/535,172 6/27/2012		Continuation Application Pending
METHOD OF CONTROLLING PRODUCT INVENTORY	CABI, LLC	KIMBERLY INSKEEP, SCOTT FARQUHAR	U.S.	13/458,356 4/27/2012		Continuation Application Pending

2. Trademarks

MARK	OWNER	COUNTRY	SER. NO./ FILING DATE	REG. NO./ REG. DATE	STATUS
SCOOP	CABI, LLC	U.S.	78/336,658 12/04/2003	2,965,045 07/05/2005	REGISTERED
CABI	CABI, LLC	U.S.	78/733,041 10/13/2005	3,192,304 01/02/2007	REGISTERED
CABI (STYLIZED LETTERS)	CABI, LLC	U.S.	78/733,043 10/13/2005	3,192,305 01/02/2007	REGISTERED
CABI (& DESIGN) (DRESS ON STAND)	CABI, LLC	U.S.	78/733,045 10/13/2005	3,226,900 04/10/2007	REGISTERED
CAROL ANDERSON BY INVITATION	CABI, LLC	U.S.	78/373,389 02/24/2004	3,133,821 08/22/2006	REGISTERED
CAROL ANDERSON BY INVITATION	CABI, LLC	U.S.	77/369,974 01/11/2008	3,495,335 09/02/2008	REGISTERED
FRIENDS FASHION FUN	CABI, LLC	U.S.	78/402,672 04/15/2004	2,957,307 05/31/2005	REGISTERED
HALF THE FUN IS FINDING IT	CABI, LLC	U.S.	77/714,687 04/15/2009		PENDING
FINDING IT IS HALF THE FUN	CABI, LLC	U.S.	77/714,631 04/15/2009		PENDING
CABI CANARY	CABI, LLC	U.S.	77/744,537 05/26/2009	3,705,314 11/03/2009	REGISTERED
FASHION FRIENDS AND FUN	CABI, LLC	U.S.	77/952,844 03/08/2010	3,872,658 11/09/2010	REGISTERED
CA LOGO	CABI, LLC	U.S.	85/148,717 10/08/2010	4,020,580 08/30/2011	REGISTERED

MARK	OWNER	COUNTRY	SER. NO./ FILING DATE	REG. NO./ REG. DATE	STATUS
FASHION FRIENDS & FUN	CABI, LLC	U.S.	85/352,589 06/22/2011		PENDING
WEAR THE CLOTHES DO THE SHOWS & PROPOSE	CABI, LLC	U.S.	85/547,518 02/20/2012		PENDING
WEAR THE CLOTHES DO THE SHOWS & PROPOSE	CABI, LLC	U.S.	85/547,514 02/20/2012		PENDING
THE SCOOP	CABI, LLC	U.S.	85/642,068 06/04/2012		PENDING
DO THE SHOWS WEAR THE CLOTHES AND PROPOSE	Cabi, LLC	US	85/489,706 12/07/2011		PUBLISHED
CABI (Word Mark)	CABI, LLC	MEXICO	1086855 05/04/2010		PENDING
CABI (Word Mark)	CABI, LLC	MEXICO	1086858 05/04/2010		PENDING
CABI (STYLIZED LETTERS)	CABI, LLC	MEXICO	1086856 05/04/2010		PENDING
CABI (STYLIZED LETTERS)	CABI, LLC	MEXICO	1086862 05/04/2010		PENDING
CABI (& DESIGN) (DRESS ON STAND)	CABI, LLC	MEXICO	1086861 05/04/2010		PENDING
CABI (& DESIGN) (DRESS ON STAND)	CABI, LLC	MEXICO	1086859 05/04/2010		PENDING
CAROL ANDERSON BY INVITATION	CABI, LLC	MEXICO	947326 07/14/2008	1133171 11/30/2009	REGISTERED
CAROL ANDERSON BY INVITATION	CABI, LLC	MEXICO	946991 07/11/2008	1117014 08/26/2009	REGISTERED
FASHION FRIENDS AND FUN	CABI, LLC	MEXICO	1096042 06/10/2010	1182647 10/05/2010	REGISTERED
CA LOGO	CABI, LLC	MEXICO	1167667 03/31/2011	1231727 08/08/2011	REGISTERED
WEAR THE CLOTHES DO THE SHOWS & PROPOSE	CABI, LLC	MEXICO	0076069 05/23/2012		PENDING
WEAR THE CLOTHES DO THE SHOWS & PROPOSE	CABI, LLC	MEXICO	0076068 05/23/2012		PENDING
CABI & Design	CABI, LLC	Mexico	947333 07/14/2008		PENDING
CABI & Design	CABI, LLC	Mexico	947334 07/14/2008		PENDING
CABI & Design	CABI, LLC	Mexico	947336 07/14/2008		PENDING
CABI	CABI, LLC	Mexico	947340 07/14/2008		PENDING
CABI	CABI, LLC	Mexico	947341 07/14/2008		PENDING
CABI & Design	CABI, LLC	Mexico	947342 07/14/2008		PENDING
CABI (& DESIGN) (DRESS ON STAND)	CABI, LLC	JAPAN	2008-031262 04/21/2008	5182754 11/21/2008	REGISTERED

MARK	OWNER	COUNTRY	SER. NO./ FILING DATE	REG. NO./ REG. DATE	STATUS
FASHION FRIENDS AND FUN	CABI, LLC	JAPAN	2010-038815 05/18/2010	5352270 09/10/2010	REGISTERED
CA LOGO	CABI, LLC	JAPAN	2011-23215 04/01/2011	5420755 06/24/2011	REGISTERED
WEAR THE CLOTHES DO THE SHOWS & PROPOSE	CABI, LLC	JAPAN			PENDING
CABI (Word Mark)	CABI, LLC	EUROPEAN COMMUNITY	006846349 04/18/2008	006846349 09/28/2011	REGISTERED
CABI (STYLIZED LETTERS)	CABI, LLC	EUROPEAN COMMUNITY	006846273 04/18/2008	006846273 01/21/2009	REGISTERED
CABI (& DESIGN) (DRESS ON STAND)	CABI, LLC	EUROPEAN COMMUNITY	006846299 04/18/2008	006846299 04/07/2009	REGISTERED
CAROL ANDERSON BY INVITATION	CABI, LLC	EUROPEAN COMMUNITY	006846232 04/18/2008	006846232 01/21/2009	REGISTERED
FASHION FRIENDS AND FUN	CABI, LLC	EUROPEAN COMMUNITY	009078353 05/04/2010	009078353 10/19/2010	REGISTERED
CA LOGO	CABI, LLC	EUROPEAN COMMUNITY	009854407 03/30/2011	009854407 08/11/2011	REGISTERED
WEAR THE CLOTHES DO THE SHOWS & PROPOSE	CABI, LLC	EUROPEAN COMMUNITY	010891547 05/17/2012		PENDING
CABI (Word Mark)	CABI, LLC	CANADA	1391900 04/17/2008	TMA795,986 04/20/2011	REGISTERED
CABI (STYLIZED LETTERS)	CABI, LLC	CANADA	1391901 04/17/2008	TMA787,138 01/13/2011	REGISTERED
CABI (& DESIGN) (DRESS ON STAND)	CABI, LLC	CANADA	1391902 04/17/2008	TMA787,355 01/14/2011	REGISTERED
CAROL ANDERSON	CABI, LLC	CANADA	1116393 09/24/2001	TMA689,631 06/13/2007	REGISTERED
CAROL ANDERSON BY INVITATION	CABI, LLC	CANADA	1391903 04/17/2008	TMA796,808 05/06/2011	REGISTERED
FASHION FRIENDS AND FUN	CABI, LLC	CANADA	1481612 05/18/2010		PENDING
CA LOGO	CABI, LLC	CANADA	1521446 03/29/2011		PENDING
WEAR THE CLOTHES DO THE SHOWS & PROPOSE	CABI, LLC	CANADA	1,577,814 05/15/2012		PENDING
WEAR THE CLOTHES DO THE SHOWS & PROPOSE	CABI, LLC	CANADA	1,577,816 05/15/2012		PENDING