

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
Dorfman-Pacific Co.		11/29/2013	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	Comerica Bank
Street Address:	39200 Six Mile Road
Internal Address:	National Documentation Services, Mail Code 7578
City:	Livonia
State/Country:	MICHIGAN
Postal Code:	48152
Entity Type:	a Texas banking association: TEXAS

PROPERTY NUMBERS Total: 14

Property Type	Number	Word Mark
Serial Number:	85932227	PACK A HAT!
Registration Number:	4122638	HI-DEE-HO
Registration Number:	4408956	CAPPELLI STRAWORLD
Registration Number:	3322778	TROPICAL TRENDS
Registration Number:	3349159	BLUE MIAMI
Registration Number:	3091589	TROPICAL TRENDS
Registration Number:	2916397	HARTFORD YORK
Registration Number:	2947835	DORFMAN PACIFIC
Registration Number:	3089010	SCALA
Registration Number:	2357490	CALLANAN
Registration Number:	2326188	CAPPELLI STRAWORLD, INC.
Registration Number:	1959521	GLOBAL TRENDS
Registration Number:	1898145	ALL SEASON'S FELT

OP \$365.00 85932227

Registration Number:

0877044

PACIFIC

CORRESPONDENCE DATA

Fax Number: 7349302494

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

Phone: 734-930-0121

Email: asujek@bodmanlaw.com

Correspondent Name: Angela Alvarez Sujek - Bodman PLC

Address Line 1: 201 South Division, Suite 400

Address Line 4: Ann Arbor, MICHIGAN 48104

NAME OF SUBMITTER:

Angela Alvarez Sujek

Signature:

/Angela Alvarez Sujek/

Date:

12/12/2013

Total Attachments: 5

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INTELLECTUAL PROPERTY SECURITY AGREEMENT
(Dorfman-Pacific Co.)

This Intellectual Property Security Agreement is entered into as of November 29 2013 by and between COMERICA BANK ("Bank") and DORFMAN-PACIFIC CO., a California corporation ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations (each a "Loan", and collectively, the "Loans") to Grantor, MILANO HAT CO., INC., a Texas corporation ("Milano") and CALM MORNING, LLC, a California limited liability company ("Calm Morning"), which Loans are secured by that certain Security Agreement dated as of the date hereof executed by Grantor for the benefit of Bank (as the same may be amended, modified or supplemented from time to time, the "Security Agreement"). Capitalized terms used herein are used as defined in the Security Agreement.

B. Bank is willing to make the Loans to Grantor, Milano and Calm Morning, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the Indebtedness (as defined in the Security Agreement).

C. Pursuant to the terms of the Security Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral (as defined in the Security Agreement).

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of the Indebtedness, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure payment when due, whether by stated maturity, demand, acceleration or otherwise, of all existing and future Indebtedness, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Bank under the Security Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Security Agreement and the other Loan Documents (as defined in the Security Agreement), and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Security Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Security Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

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IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

DORFMAN-PACIFIC CO.

Address of Grantor:

2615 Boeing Way
Stockton, CA 95206
Attn: Bakul Patel

By: B. Patel

Title: VP of Finance

Address of Bank:

Comerica Bank
National Documentation Services
39200 Six Mile Rd.
Mail Code 7578
Livonia, MI 48152

BANK:

COMERICA BANK

By: B. T. All

Title: VICE PRESIDENT

{Signature Page to Intellectual Property Security Agreement (3034217)}

TRADEMARK
REEL: 005172 FRAME: 0835

EXHIBIT A

Copyrights

Title	Reg. No.	Reg. Date
Additional 2010 Private Label Designs.	VA0001702866	2/19/10
Fall & Winter 2010.	VA0001718219	3/8/10
Miscellaneous Bag Designs.	VAu001075335	8/12/11
Nicole Rubel Artwork 2010.	VAu001075333	8/12/11
Nicole Rubel Artwork 2011.	VAu001075332	8/12/11
Spring/Summer 2011 Private Label Designs	VAu001075330	8/12/11
Spring & Summer 2010	VA0001722191	3/2/10
2010 Fall Line (unpublished)	VAu001013998	2/19/10
2011 Spring Designs (unpublished)	VAu001026981	3/17/10
2012 Spring/Summer Collection (Early Draft Catalog)	VA0001796357	8/18/11
2013 Handbags (Private Label)	VA0001868895	11/13/12
2013 Handbags	VA0001868896	11/13/12
2013 Hats	VA0001868894	11/13/12
2013 Collection Catalog.	VA0001879022	11/13/12
Spring/summer 2008 hat and bag designs. ¹	VA0001652130	12/6/07
Spring 2007 hat and bag designs. ¹	VA0001384503	10/2/06

¹ Identified in the records as being owned by "Dorfman Pacific Company", which is not the correct legal name.

EXHIBIT B

Patents

None.

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EXHIBIT C

Trademarks

Mark	App. No.	Filing Date	Reg. No.	Reg. Date
PACK A HAT!	85/932227	5/14/13	n/a	n/a
HI-DEE-HO ²	85/183503	11/23/10	4,122,638	4/3/12
CAPPELLI STRAWORLD	77/965616	3/23/10	4,408,956	10/1/13
TROPICAL TRENDS	77/079336	1/9/07	3,322,778	10/30/07
BLUE MIAMI (and Design) ³	77/028125	10/24/06	3,349,159	12/4/07
TROPICAL TRENDS ²	78/554978	1/27/05	3,091,589	5/9/06
HARTFORD YORK ²	78/338811	12/10/03	2,916,397	1/4/05
DORFMAN PACIFIC ²	78/338807	12/10/03	2,947,835	5/10/05
SCALA ²	76/181261	12/15/00	3,089,010	5/9/096
CALLANAN ²	75/753692	7/19/99	2,357,490	6/13/00
CAPPELLI STRAWORLD, INC. ¹	75/648464	2/25/99	2,326,188	3/7/00
GLOBAL TRENDS ²	74/369219	3/19/93	1,959,521	3/5/96
ALL SEASON'S FELT ²	74/277558	5/21/92	1,898,145	6/6/95
PACIFIC	72/303898	7/30/68	877,044	9/16/69

² Identified in the records as being owned by "Dorfman-Pacific Co., Inc.", which is not the correct legal name.

³ Identified in the records as being owned by "Dorfman Pacific Company", which is not the correct legal name.

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