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## LICENSE AGREEMENT

THIS AGREEMENT is entered into as of the 30 day of September \_\_, 2009, by and between [REDACTED] Outfitters LLC, a New York limited liability company, and [REDACTED] FASHIONS, INC., both having an address at 131 West 35th Street, New York, NY 10001, (collectively, "Licensor") and [REDACTED] Apparel Corp., a New York corporation having an address at 32 West 39th Street, Penthouse Floor, New York, NY 10018 ("Licensee").

Whereas, Licensor is the owner of the Trademarks (as defined below); and

Whereas, Licensee desires to obtain a license to use the Trademarks in connection with the design, development, manufacture, marketing, advertising, promotion, distribution and sale of Licensed Products (as hereinafter defined) throughout the world (the "Territory"); and

Whereas, Licensor is prepared to grant such a license to Licensee subject to the terms and conditions set forth below.

NOW, THEREFORE, in consideration of these premises and the mutual covenants herein expressed, ten dollars and for other good consideration, which the parties hereby acknowledge, the parties hereby agree as follows.

**ARTICLE I**  
**DEFINITIONS**

1.1 "Advertising Materials" means any advertising, marketing and/or promotional materials or any other forms of identification affixed to or used in connection with the Products that bear any of the Trademarks.

1.2 "Licensed Products" means men's apparel and menswear of all types, including, without limitation, outerwear, and men's accessory products bearing or otherwise using any of the Trademarks.

1.3 "Term" means the duration of this Agreement, as set forth in Paragraph 3.1.

1.4 "Trademarks" means the trademarks set forth in Exhibit A attached hereto, together with any derivatives thereof.

**ARTICLE II**  
**GRANT**

2.1 License. Subject to all of the obligations and conditions contained in this Agreement, Licensor hereby grants to Licensee an exclusive royalty-free license during the Term to use the Trademarks in connection with the design, development, manufacture, marketing, advertising, promotion, distribution and sale of Licensed Products anywhere in the Territory. Such use may include the use of any of the Trademarks on Advertising Materials and/or as domain names or part of domain names used by Licensee in connection with the advertising, promotion and/or sale of Licensed Products anywhere in the Territory.

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EXHIBIT

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