

## HANDBAG AGREEMENT

This license agreement (this "Agreement") is made as of the \_\_\_ day of August 2007 ("Effective Date") between [REDACTED] LLC, a Delaware limited liability company with offices at 103 Foulk Road, Wilmington DE ("Licensor"), and M [REDACTED] Handbags & Accessories, Inc., 320 Fifth Avenue, 9<sup>th</sup> Floor, New York, NY 10001 ("Licensee") (each a "Party" and, collectively, the "Parties").

### WITNESSETH:

WHEREAS, Licensor is the exclusive owner of all right, title and interest in, and has as a result of its substantial use, licensing and promotion become identified with the trade name, trademark and service mark "LONDON FOG", whether or not registered, consisting of LONDON FOG® and TOWER DESIGN tm and certain variations thereof that comprise the London Fog brand (the "Licensed Mark") throughout the Territory (as defined in Section 1.3) particularly for apparel, accessories and products and services related thereto, and as a result of such substantial use and promotion has developed a reputation for products and accessories that represent a certain lifestyle, quality and distinctiveness; and

WHEREAS, Licensee desires to acquire the right and license from Licensor to use the Licensed Mark in connection with the design, manufacture, sale, marketing, distribution, advertising and promotion of **Handbags and Small Leather Goods, including tote bags provided that Licensee may not sell tote bags to dedicated luggage retailers or to the luggage department of department stores or other retailers** (the "Articles"), upon such terms and subject to such conditions as set forth herein.

NOW, THEREFORE, in consideration of the mutual representations, warranties and covenants hereinafter set forth, the Parties hereby agree as follows:

### 1. GRANT AND USE OF LICENSE

1.1 General. (a) Licensor hereby grants to Licensee during the Term (as defined in Section 2) and subject to the terms and conditions of this Agreement, the exclusive right and license to use the Licensed Mark in connection with the design, manufacture, sale, marketing, distribution, advertising and promotion of Articles throughout the Territory (as defined in Section 1.3).

1.2 Reservation of Rights. Licensor reserves all rights to the Licensed Mark except such as are specifically granted herein to Licensee, and expressly reserves all such rights for Licensor's own use and benefit.

1.3 Territory. (a) The license hereby granted extends only to the United States, its territories and possessions and military installations throughout the world and Canada and its territories and possessions, provided that with respect to the LONDON FOG TOWER COLLECTION sales in Canada may only be made to stores owned or controlled by the Hudson