

## TRADEMARK LICENSE AGREEMENT

This TRADEMARK LICENSE AGREEMENT (the "Agreement") is made and entered into as of July 10, 2012 (the "Effective Date") by and between ADRIANNA PABELL, L.L.C. d/b/a ADRIANNA PABELL GROUP, a New York limited liability company with its principal place of business at 512 Seventh Avenue, New York, New York 10018, N.Y.A. ("LICENSOR" or "ADG") and STEIN COMPANY LTD., a corporation organized and existing under the laws of Hong Kong with its principal place of business at Room 1604-5 Wilson House, 19-27 Wyndham Street, Central, Hong Kong ("LICENSEE").

### RECITALS

WHEREAS, LICENSOR, and its affiliates, design, manufacture, and distribute high quality ready-to-wear women's apparel for wholesale and retail sale under the brand name ADRIANNA PABELL, among other popular brands.

WHEREAS, LICENSEE desires to obtain a license from LICENSOR to use certain Licensed Trademarks (as defined in Schedule A) on the Licensed Products (as defined in Schedule A) in the Territory (as defined in Schedule A);

NOW, THEREFORE, in consideration of their mutual covenants, undertakings and promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which the parties hereby acknowledge, the parties agree as follows:

### 1. DEFINITIONS

In this Agreement, the following terms shall have the meanings set forth below

1.1 "Advertising" means any communication of the LICENSEE in any medium regarding the Licensed Products directed to the trade or the public, including without limitation, trade and public directory listings, store window displays, posters, point of sale materials, billboards, magazines and newspapers and all such expenditures made in connection with such communications. All Advertising concerning the Licensed Products must be submitted by LICENSEE for written approval by LICENSOR using the *Advertising Approval Form* attached hereto as Exhibit "D."

1.2 "Contract Year" means each of the Contract Years of the Initial Term, and each subsequent year of each Renewal Term, if any, as those terms are defined in Section 2.

- (a) The First Contract Year shall be from the Effective Date through December 31, 2013.
- (b) The Second Contract Year shall be from January 1, 2014 through December 31, 2014.