

FORM PTO-1594 (Modified)
1-31-92U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office**CORRECTED**
RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

To the Honorable Commissioner of Patent and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Celebrity, Inc.

2. Name and address of receiving party(ies):

Sun Celebrity Holdings, Inc.
5200 Town Center Circle
Suite 470
Boca Raton, Florida 33486

3. Nature of conveyance:

☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☒ Other: **Correction to previous recordation at reel/frame 2441/0450 (prior recordation cover sheet attached). The prior recordation should have been filed as a security agreement and instead was filed as an assignment.**

Execution Date: January 11, 2003Effective Date: January 11, 2003☐ Individual(s) citizenship:☐ Association:☐ General Partnership:☐ Limited Partnership:☒ Corporation-State: Texas☐ Other:If assignee is not domiciled in the U.S.A., a domestic representative designation is attached: ☐ yes; ☐ No

(Designations must be a separate document from Assignment)

4. Application number(s) or registration number(s):

A. Trademark Application No.(s):

B. Trademark Registration No.(s):

1,035,411 1,720,427

1,146,226 2,041,695

1,258,647 2,053,853

1,355,577 2,148,766

1,562,341 2,165,247

1,571,071 2,283,611

1,715,990

5. Name and address of party to whom correspondence document should be mailed:

Jason I. Hewitt
 Attn: TMSU
 Morgan, Lewis & Bockius LLP
 1111 Pennsylvania Avenue, N.W.
 Washington, D.C. 20004

Telephone: 202-739-5762

Facsimile: 202-739-7001

E-Mail: bfriedman@morganlewis.com

6. Total number of applications and registrations involved: 13

7. Total fee (37 C.F.R. § 3.41) \$340☒ Authorized to charge payment to deposit account.

8. Deposit account number:

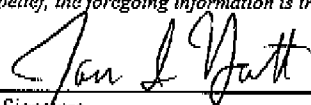
13-4520

DO NOT USE THIS SPACE

9. Statement and signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Jason I. Hewitt
 Name of Person Signing


 Signature

April 10, 2003
 Date

Total number of pages including cover sheet, attachments and document: 6

MAR 31 2003 14:03 FR MORGAN LEWIS PIT 412 560 3399 TO WASH D.C.

P.02/06

FORM PTO-1594 (Modified)
1-31-92

02-13-2002

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark OfficeRECORD
TF1-7402
101980694

Attorney Docket No.: 052735-0016

To the Honorable Commissioner of Patent and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Celebrity, Inc.

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation-State: Texas
☐ Other:

2. Name and address of receiving party(ies):

Sun Celebrity Holdings, LLC
 5200 Town Center Circle
 Suite 470
 Boca Raton, Florida 33486

- ☐ Individual(s) citizenship:
☐ Association:
☐ General Partnership:
☐ Limited Partnership:
☐ Corporation-State:
☒ Other: Delaware limited liability company

3. Nature of conveyance:

- ☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Other:

If assignee is not domiciled in the U.S.A., a domestic representative designation is attached: ☐ Yes; ☒ No

Execution Date: January 11, 2002

(Designations must be a separate document from Assignment)

4. Application number(s) or registration number(s):

A. Trademark Application No.(s):

B. Trademark Registration No.(s):

4,035,411	1,720,427
1,146,226	2,041,695
1,268,647	2,059,853
1,355,577	2,148,788
1,562,341	2,165,247
1,571,071	2,283,611
1,715,990	

5. Name and address of party to whom correspondence document should be mailed:

RICHARD W. JAMES, ESQ.
 Morgan, Lewis & Bockius LLP
 One Oxford Centre
 Thirty-Second Floor
 Pittsburgh, PA 15219-6401

Telephone: 412-560-3300
 Facsimile: 412-560-3399
 E-Mail: rjames@morganlewis.com

6. Total number of applications and registrations involved: 13

7. Total fee (37 CFR 3.41) Cal. $\frac{1}{12} \times \$40.00 = \$$ 40.00
 $\frac{12}{12} \times \$25.00 = \$$ 300.00
 Total \$ 340.00

☒ Authorized to charge overpayments/deficiencies to deposit account.

8. Deposit account number: DA 13-4520

2/12/2002 AMMEDI 00000106 1635411

01 FE:481
02 FE:48240.00 DP
300.00 DP

DO NOT USE THIS SPACE

B. Statement and signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Richard W. James, Reg. No. 43,690
 Name of Person Signing

Signature

January 24, 2002
 Date

Total number of pages including cover sheet, attachments and document: 14

TRADEMARK ASSIGNMENT

This Trademark Assignment is made on this 11th day of January, 2002, by Celebrity, Inc., a Texas corporation, having a principal business address at 4520 Old Troup Highway, Tyler, Texas 75707 (hereinafter "Assignor"), in favor of Sun Celebrity Holdings, LLC, a Delaware limited liability company, having a principal business address of 5200 Town Center Circle, Suite 470, Boca Raton, Florida 33486 (hereinafter "Assignee").

INTRODUCTION

WHEREAS, Assignor is the owner of all right, title and interest in and to the trademarks listed on the attached Schedule A (hereinafter "Marks"), including the common law rights, the federal, state and foreign registrations of the registered Marks, and the goodwill developed through the use of the Marks; and

WHEREAS, Assignee has obtained a security interest in the Marks, including the common law rights, the federal, state and foreign registration of the registered Marks, and the goodwill developed through the use of the Marks;

ASSIGNMENT

NOW, THEREFORE, pursuant to that certain Securities Purchase Agreement entered into between the parties on January 11, 2002 (the "Purchase Agreement") and for other good and valuable consideration, the receipt and adequacy of which the parties acknowledge, Assignor hereby collaterally assigns and transfers to Assignee, the entire right, title, interest of Assignor in and to the Marks, including the common law rights, the federal, state and foreign registrations of the registered Marks and all goodwill of the business connected with the Trademarks. All rights and privileges transferred hereby, including the right to sue for and receive all damages from past infringements of the Marks, will be held and enjoyed by the Assignee, its successors, assigns and other legal representatives. Notwithstanding the foregoing or anything else contained in this Agreement to the contrary, the assignment set forth above shall not be effective as a transfer of title to the Marks unless and until the Assignee exercises the rights and remedies accorded to it under the Purchase Agreement and by law with respect to the realization upon its security interest in and collateral assignment of the Marks, and until such time the Assignor shall own, and may use and enjoy the Marks in connection with its business operations, and exercise all incidents of ownership, including, without limitation, enforcement of its rights and remedies with respect to the Marks, but with respect to all Marks being used in the Assignor's business, only in a manner consistent with the preservation of the current substance, validity, registration and the security interest and collateral assignment herein granted in such Marks, provided, however, that the foregoing shall not impose an obligation on Assignor to continue to use any of the Marks in the Assignor's business to the extent that such Marks is not necessary in the normal conduct of its business.

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Assignor covenants that it has the full right to convey the interest assigned by this Assignment and that it has not executed and will not execute any agreement in conflict with this Assignment.

Assignor further covenants and agrees that it will, without further consideration, communicate with Assignee, its successors and assigns, any facts known to it respecting the Marks and testify in any legal proceeding, sign all lawful papers when called upon to do so, execute and deliver any and all papers that may be necessary or desirable to perfect the title to the Marks in said Assignee, its successors or assigns and generally cooperate with the efforts of Assignee, its successors and assigns, to obtain and enforce proper protection for the Marks in the United States and any foreign country, it being understood that any expense incident to the execution of such papers shall be borne by the Assignee, its successors and assigns.

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MAR 31 2003 14:04 FR MORGAN LEWIS PIT 412 560 3399 TO WASH D.C.

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Executed this 11th day of January, 2002.

CELEBRITY, INC.


By: 
Name:
Title:

COMMONWEALTH OF PENNSYLVANIA

~~STATEMENT~~COUNTY OF ALLEGHENY

On this 11th day of January, 2002, before me personally appeared Robert E. Patterson who duly acknowledged the signing of the foregoing instrument to be voluntary act and deed, and who executed the same, with full power and authority to do so on behalf of and with the authorization of the above-named entity, and for the purpose therein specified.

WITNESS my hand and official seal


Notary Public [SEAL]

Notarial Seal
Barbara W. Smith, Notary Public
Pittsburgh, Allegheny County
My Commission Expires Jan. 18, 2004.
Member, Pennsylvania Association of Notaries

SCHEDULE A

TRADEMARK	REGISTRATION NUMBER
BOTANIX	1,146,226
SILK	1,355,577
CELEBRITY, INC.	2,165,247
GARDEN MAGIC	2,148,766
GOLD LEAF COLLECTION & Design	1,571,071
THE GREENHOUSE COLLECTION	2,041,695
INDIA EXOTICS & Design	2,053,853
INDOOR GARDEN COLLECTION	1,720,427
KARISMA	1,258,647
MAGICSILK	1,035,411
OLIVER'S GREENHOUSE COLLECTION	1,715,990
SILK ACCENTS	1,562,341
VERSAILLES TRIMMING	2,283,611

ACTIVE FOREIGN TRADEMARKS

COUNTRY	TRADEMARK	REGISTRATION NUMBER
CANADA	MAGICSILK	475,324
MEXICO	BOTANIX	306,598
MEXICO	KARISMA	305,615

1-PI/90226.1

** TOTAL PAGE.06 **

TRADEMARK**RECORDED: 04/15/2003****REEL: 2635 FRAME: 0521**

** TOTAL PAGE.06 **