

REC

04-16-2004

COVER SHEET

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102722953

attached original documents or copy thereof.

1. Name of conveying party(ies):
Complex Media THC, LLC
1 Martin Avenue
South River, New Jersey 08882

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

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies):
Name: The CIT Group/Comemrcial Services, Inc.
Internal Address: _____
Street Address: 1211 Avenue of the Americas
City: New York State: NY ZIP: 10036

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State New York
 Other _____

3. Nature of conveyances:
 Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: April 8, 2004

If assignee is not domiciled in the United States, a domestic representative designation is attached Yes No
 (Designations must be a separate document from Assignment)
 Additional Name(s) & address(es) attached? Yes No

4. Application Number(s) or registration number(s):
 A. Trademark Application.(s)
SEE ATTACHED SCHEDULE B

B. Trademark registration No.(s)
SEE ATTACHED SCHEDULE B

Additional numbers attached? Yes No

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

Name: _____ Attn: Penelope J.A. Agodoa
 Internal Address: Federal Research Company, LLC
1030 15th Street, NW, Suite 920
Washington, DC 20005
202.783.2700

Street Address: _____

City: _____ State: _____ ZIP: _____

6. Total number of applications and registrations involved: 82

7. Total fee (37 CFR 3.41): \$ 2065.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number: _____
 (Attach duplicate copy of this page if paying by deposit account)

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

Francella H. Ashby Francella H. Ashby April 13, 2004
 Name of Person Signing Signature Date

Total number of pages including coversheet, attachments and document: 19

04/19/2004 6TON11 00000058 78257913
 01 FC:0521 40.00 DP
 02 FC:0522 2025.00 DP

Mail documents to be recorded with required coversheet information to:
 Commissioner of Patents & Trademarks, Box Assignments
 Washington, D.C. 20231

TRADEMARK
 REEL: 002945 FRAME: 0021

ADDITIONAL NAMES OF CONVEYING PARTIES:

Femme Arsenal THC LLC
1 Martin Avenue
South River, New Jersey 08882

Physical Science THC LLC
1 Martin Avenue
South River, New Jersey 08882

Yakira, L.L.C
1 Martin Avenue
South River, New Jersey 08882

Zoo York LLC
1 Martin Avenue
South River, New Jersey 08882

**SCHEDULE B TO AMENDED AND RESTATED GRANT OF SECURITY INTEREST IN
PATENTS,
TRADEMARKS AND LICENSES
between
COMPLEX MEDIA THC, LLC
FEMME ARSENAL THC LLC
PHYSICAL SCIENCE THC LLC
YAKIRA, L.L.C
ZOO YORK LLC
and
THE CIT GROUP/COMMERCIAL SERVICES, INC.**

U.S. TRADEMARKS

Matter/Subcase Trademark	Status Country Name	Application Class(es)	Registration Number/Date	Number/Date
Ecko Function	United States of America		78/257913 3-June-2003	
Function	United States of America		78/257908 3-June-2003	
I am the American Dream	United States of America		78/250242 15-May-2003	
Marc Ecko Scopes	United States of America		78/246610 7-May-2003	
Marc Ecko Storage	United States of America		78/246601 7-May-2003	
Sports Pantheon	United States of America		78/223233 7-March-2003	
1972	028069-0003-0094/ United States of America	Published 25	75/425532 29-Jan-1998	
72	028069-0003-0095/ United States of America	Citation 25	75/425370 24-Jan-1998	
A.911.	028069-0000-0001/ United States of America	Published 16	78/102620 14-Jan-2002	
COMPLEX	028069-0003-1064/ United States of America	Suspended 16	78/137232 19-Jun-2002	
COMPLEX	028069-0003-1065/ United States of America	Pending 41	78/137242 19-Jun-2002	
COMPLEX	028069-0003-1246/ United States of America	Pending 25	78/179716 29-Oct-2002	
COMPLEX INDUSTRIES	028069-0003-1248/	Pending	78/179742	

	United States of America	16,41		29-Oct-2002	
COMPLEX INDUSTRIES	028069-0003-1249/ United States of America	Pending 25		78/179769 29-Oct-2002	
COMPLEX MAG	028069-0003-0762/ United States of America	Published 9,16,25,35,42		78/068268 08-Jun-2001	
COMPLEX MAGAZINE	028069-0003-1066/ United States of America	Pending 16		78/137246 19-Jun-2002	
COMPLEX MAGAZINE	028069-0003-1067/ United States of America	Pending 41		78/137247 19-Jun-2002	
COMPLEX MAGAZINE	028069-0003-1247/ United States of America	Pending 25		78/179731 29-Oct-2002	
COMPLEX MEDIA	028069-0003-0779/ United States of America	Published 9,16,25,35,42		78/068267 08-Jun-2001	
Design (Cube)	028069-0003-0075/ United States of America	Published 24		78/080588 22-Aug-2001	
Design (Cube)	028069-0003-0742/ United States of America	Published 9,14,18,28		78/064989 22-May-2001	
Design (Cube)	028069-0003-1008/ United States of America	Published 25		78/087609 09-Oct-2001	
Design Image (CUBE)	028069-0003-0737/ United States of America	Registered 25		78/064035 16-May-2001	2570270 14-May-2002
ECKO UNLIMITED	028069-0003-0091/ United States of America	Registered 25		75/425541 29-Jan-1998	2516030 11-Dec-2001
ECKO UNLTD.	028069-0003-0093/ United States of America	Registered 25		75/425542 29-Jan-1998	2516031 11-Dec-2001
ECKO UNLTD.	028069-0003-0617/ United States of America	Opposed 9,14,18		78/039450 15-Dec-2000	
ECKORED	028069-0003-0162/ United States of America	Opposed 3		76/019586 06-Apr-2000	
ECKORED	028069-0003-0163/ United States of America	Published 9		76/019588 06-Apr-2000	
ECKORED	028069-0003-0164/ United States of America	Opposed 14,18,25		76/019587 06-Apr-2000	

FEMME ARSENAL	028069-0003-1027/ United States of America	Citation 25	78/095830 29-Nov-2001
FEMME ARSENAL	028069-0003-1028/ United States of America	Citation 3	78/097027 06-Dec-2001
FEMME ARSENAL	028069-0003-1181/ United States of America	Pending 9	78/152332 08-Aug-2002
FEMME ARSENAL	028069-0003-1182/ United States of America	Pending 14	78/152340 08-Aug-2002
FEMME ARSENAL	028069-0003-1183/ United States of America	Pending 18	78/152419 08-Aug-2002
MARC ECKO	028069-0003-0616/ United States of America	Opposed 3,25	78/039446 15-Dec-2000
PHYS.SCI.	028069-0003-0077/ United States of America	Published 24	78/080559 22-Aug-2001
PHYS.SCI.	028069-0003-0735/ United States of America	Published 25	78/064024 16-May-2001
PHYS.SCI.	028069-0003-0740/ United States of America	Pending 9,14,18,28	78/064986 22-May-2001
PHYS.SCI.	028069-0003-1004/ United States of America	Published 9	78/085539 25-Sep-2001
PHYS.SCI.	028069-0003-1005/ United States of America	Published 28	78/085548 25-Sep-2001
PHYS.SCI.	028069-0003-1012/ United States of America	Published 25	78/087602 09-Oct-2001
PHYS.SCI. & Design	028069-0003-0078/ United States of America	Published 24	78/080597 22-Aug-2001
PHYS.SCI. & Design	028069-0003-0736/ United States of America	Published 25	78/064031 16-May-2001
PHYS.SCI. & Design	028069-0003-0741/ United States of America	Published 9,14,18,28	78/064998 22-May-2001
PHYS.SCI. & Design	028069-0003-1013/ United States of America	Published 25	78/087605 09-Oct-2001

PHYSICAL SCIENCE	028069-0003-0079/ United States of America	Published 24	78/080551 22-Aug-2001	
PHYSICAL SCIENCE	028069-0003-0085/ United States of America	Published 25	75/898019 19-Jan-2000	
PHYSICAL SCIENCE	028069-0003-0743/ United States of America	Pending 9,14,18,28	78/065914 25-May-2001	
PHYSICAL SCIENCE	028069-0003-1002/ United States of America	Published 9	78/085536 25-Sep-2001	
PHYSICAL SCIENCE	028069-0003-1003/ United States of America	Published 28	78/085545 25-Sep-2001	
PHYSICAL SCIENCE	028069-0003-1043/ United States of America	Published 25	75/982354 19-Jan-2000	2618670 10-Sep-2002
POP APOCALYPSE	028069-0003-0704/ United States of America	Published 25	78/058833 17-Apr-2001	
RHINO I	028069-0003-0087/ United States of America	Registered 25	75/466580 13-Apr-1998	2262749 20-Jul-1999
RHINO I	028069-0003-0618/ United States of America	Published 3,9,14,18	78/039457 15-Dec-2000	
RHINO I	028069-0003-1192/ United States of America	Pending 25	78/158878 28-Aug-2002	
RHINO I	028069-0003-1193/ United States of America	Pending 25	78/158725 28-Aug-2002	
RHINO III	028069-0003-0089/ United States of America	Registered 25	75/466578 13-Apr-1998	2262748 20-Jul-1999
RHINO IV	028069-0003-0090/ United States of America	Registered 25	75/466579 13-Apr-1998	2420404 16-Jan-2001
UNBREAKABLE	028069-0003-1097/ United States of America	Pending 25	78/145226 18-Jul-2002	
UNBREAKABLE	028069-0003-1098/ United States of America	Pending 28	78/145252 18-Jul-2002	
ZOO YORK	028069-0003-0663/ United States of America	Registered 25,28	74/464494 01-Dec-1993	1927011 17-Oct-1995
ZOO YORK	028069-0003-1033/ United States of America	Published 25	78/105841	

United States of America 18 30-Jan-2002

ZOO YORK 028069-0003-1034/ Pending 78/105844
United States of America 9 30-Jan-2002

ZOO YORK 028069-0003-1035/ Published 78/105849
United States of America 41 30-Jan-2002

ZOO YORK 028069-0003-1039/ Published 78/122686
United States of America 28 18-Apr-2002

ZOO YORK 028069-0003-1199/ Pending 78/162470
United States of America 25 10-Sep-2002

File No	Case Type	Status	Trademark	Application No.	Application Date	Class	Owner
S7946	ITU	PEN	ECKO UNLTD.	78/316,884	Oct/22/2003	Intl: 9	Yakira, L.L.C.
S7947	ITU	PEN	ECKO UNLIMITED	78/316,889	Oct/22/2003	Intl: 9	Yakira, L.L.C.
S7948	ITU	PEN	MARC ECKO	78/316,891	Oct/22/2003	Intl: 9	Yakira, L.L.C.
S7949	ITU	PEN	Design (Rhino #1)	78/316,870	Oct/22/2003	Intl: 9	Yakira, L.L.C.
S8160	USE	PEN	WORLD FAMOUS RHINO BRAND	78/387,558	Mar/19/2004	Intl: 25	Yakira, L.L.C.
S8161	USE	PEN	WORLD FAMOUS RHINO BRAND	78/387,577	Mar/19/2004	Intl: 18	Yakira, L.L.C.
S8393	USE	PEN	ECKO.COMPLEX DENIM FOUNDRY	78/387,727	Mar/19/2004	Intl: 25	Yakira, L.L.C.
S8394	ITU	PEN	Miscellaneous Design (Scissors & Stitching)	78/387,861	Mar/19/2004	Intl: 25	Yakira, L.L.C.
S8395	ITU	PEN	Miscellaneous Design (Scissors & Stitching)	78/387,872	Mar/19/2004	Intl: 18	Yakira, L.L.C.
S8396	ITU	PEN	MARC ECKO and Design (Scissors w/ Stitching)	78/388,265	Mar/22/2004	Intl: 18	Yakira, L.L.C.
S8397	ITU	PEN	MARC ECKO and Design (Scissors	78/388,273	Mar/22/2004	Intl: 25	Yakira, L.L.C.

			and Stitching)				
S8401	ITU	PEN	EVERYBODY WANTS A PIECE OF M·E (Stylized)	78/388,459	Mar/22/2004		Yakira, L.L.C.
S8402	ITU	PEN	CUT&SEW	78/388,502	Mar/22/2004	Intl: 25	Yakira, L.L.C.
S8410	ITU	PEN	Miscellaneous Design (Heart with needle)	78/388,717	Mar/22/2004	Intl: 25	Yakira, L.L.C.
S8411	ITU	PEN	MARC ECKO NO. 72 TIMES SQUARE NEW YORK	78/388,865	Mar/23/2004	Intl: 25	Yakira, L.L.C.
S8437	ITU	PEN	THE POSSIBILITIES ARE ENDLESS	78/392,540	Mar/29/2004	Intl: 16*18*21*25*28*9	Yakira, L.L.C.

**AMENDED AND RESTATED GRANT OF SECURITY INTEREST IN
PATENTS, TRADEMARKS AND LICENSES**

THIS AMENDED AND RESTATED GRANT OF SECURITY INTEREST IN PATENTS, TRADEMARKS AND LICENSES (herein the "Agreement") made as of this 8th day of April, by **COMPLEX MEDIA THC, LLC**, A New Jersey limited liability company, **FEMME ARSENAL THC LLC**, a New Jersey limited liability company, **PHYSICAL SCIENCE THC LLC**, a New Jersey limited liability company, **YAKIRA, L.L.C.**, a New Jersey limited liability company and **ZOO YORK LLC**, a New Jersey limited liability company, all with their principal place of business at 1 Martin Avenue, South River, New Jersey 08882 (herein collectively the "Companies" and **ZOO YORK LLC** also a "Client" as hereinafter defined), and **THE CIT GROUP/COMMERCIAL SERVICES, INC.**, a New York corporation ("CIT"), with offices at 1211 Avenue of the Americas, New York, New York 10036, CIT, as agent for Lenders (in such capacity, the "Agent").

W I T N E S E T H:

WHEREAS, the Companies' affiliates, **ECKO.COMPLEX LLC, COMPLEX MEDIA, LLC, FEMME ARSENAL LLC, PHYSICAL SCIENCE LLC, SWEAT EQUITY LABORATORIES, LLC** and **F-50, LLC.** (the "Clients"), Agent and Lenders are parties to an Amended and Restated Financing Agreement dated as of April 8, 2004 pursuant to which Agent and Lenders may make certain loans and advances to such affiliates, all as further set forth in the loan and security documents executed in connection therewith, dated of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Financing Agreement");

WHEREAS, the Companies and Agent are parties to that certain GRANT OF SECURITY INTEREST IN PATENTS, TRADEMARKS AND LICENSES (as amended, restated, supplemented or otherwise modified from time to time, the "Original Trademark Security Agreement"), pursuant to which the Companies granted to Agent, for itself and for the ratable benefit of Lenders, a security interest in all of Companies' Intellectual Property Collateral (as defined herein) to secure payment and performance of all Obligations under that certain Financing Agreement dated as of December 20, 2002 (as previously amended, restated, supplemented or otherwise modified from time to time, the "Original Financing Agreement") by and among the Clients, Agent and certain of the Lenders, and the Companies have guaranteed the payment thereof to Agent for the benefit of the Lenders pursuant to the guaranty dated as of December 20, 2002, as amended and restated dated as of September 13, 2003 (as the same may be further amended, supplemented and modified from time to time, the "Guaranty");

WHEREAS, the Clients have requested that the Original Financing Agreement be amended and restated in its entirety pursuant to the terms of the Financing Agreement;

WHEREAS, the Companies have granted to Agent, for itself and for the ratable benefit of Lenders, a security interest in certain of the Companies' assets, including, without limitation, its trademarks, trademark applications and/or registrations, tradenames, goodwill and licenses, and, if applicable, any patents, patent applications and/or registrations, all as more fully set forth herein, in the Guaranty and in the Financing Agreement, all to secure the payment and performance of the Obligations;

WHEREAS, as a condition precedent to the amendment and restatement of the Original Financing Agreement and the extension of credit thereunder, Companies are required to amend and restate the Original Trademark Security Agreement, to, among other things, confirm and ratify the Companies' grant to Agent for the benefit of the Lenders under the Original Trademark

Security Agreement of a continuing security interest in the Intellectual Property Collateral (as defined herein) to secure all Obligations under the Financing Agreement and Guaranty;

WHEREAS, this Agreement is supplemental to provisions contained in the Financing Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, in order to induce Agent and the Lenders to amend and restate the Original Financing Agreement as aforesaid and to make loans to the Clients pursuant to the Financing Agreement, the Companies agree with Agent, for the benefit of the Lenders that the Original Trademark Security Agreement be, and the same hereby is amended and restated in its entirety as set forth above and as follows (and, in the case of attachments, in the forms attached hereto):

1. **Definitions.** Capitalized terms used herein and defined in the Financing Agreement shall have the meanings set forth therein unless otherwise specifically defined herein.

2. **Grant of Security Interest.** To secure the payment of the "Obligations" (as defined in the Financing Agreement and the Guaranty), the Companies hereby ratify, confirm and acknowledge their prior grant of a security interest to Agent pursuant to the Original Trademark Security Agreement and hereby further grant to Agent for its benefit and the benefit of Lenders a continuing first priority security interest, effective immediately, in all of the Companies' right, title and interest in and to all of the following described property, whether now owned or hereafter acquired (collectively herein the "Intellectual Property Collateral"):

- (i) Trademarks, trademark registrations, recordings and/or applications, tradenames, trade styles, service marks, prints and labels on which any of the foregoing have or may appear, designs, general intangibles pertaining to any of the foregoing, including, without limitation, the trademarks and applications, if any, listed on **Schedule B** attached hereto and made a part hereof, and any and all reissues and/or renewals thereof, and all income, royalties, damages and payments now and hereafter due and/or payable in connection therewith including, without limitation, damages and payments for past or future infringements thereof (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the "Trademark Collateral");
- (ii) Patents and patent applications and/or registrations together with the inventions and improvements described and claimed therein including, without limitation, the patents and applications, if any, listed on **Schedule A**, attached hereto and made a part hereof, and any and all reissues and renewals thereof and all income, royalties, damages and payments now and hereafter due and/or payable in connection therewith including, without limitation, damages and payments for past or future infringements thereof (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the "Patent Collateral");
- (iii) Any license agreement in which the Companies are or become licensed to use any patents and/or trademarks owned by a third party including, without limitation, the licenses, if any, listed on **Schedule C** attached hereto and made a part hereof (all of the foregoing are sometimes referred to herein individually and/or collectively as the "License Collateral");
- (iv) The goodwill of the Companies' business connected with and symbolized by the Intellectual Property Collateral;

- (v) Any and all of the Companies' rights and interests in any of the foregoing as they relate to the Companies' Accounts, Inventory, Equipment and General Intangibles, or any Collateral bearing any of the foregoing, including without limitation the right to sell Inventory, goods and property bearing or covered by any of the foregoing Intellectual Property; and
- (vi) All cash and non-cash proceeds, royalties and income of the foregoing, including without limitation any amounts obtained pursuant to any infringement action.

The Companies hereby acknowledge, confirm and agree that Agent, on behalf of itself and Lenders, has and shall continue to have a continuing security interest in and upon all Intellectual Property Collateral heretofore granted to Agent pursuant to the Original Trademark Security Agreement and that this Agreement does not constitute a novation of the Original Trademark Security Agreement.

3. **Agent's Rights.** Upon the occurrence of any Event of Default hereunder, Agent shall have all the rights and remedies of a secured party under the Uniform Commercial Code and any other applicable state or federal laws. Agent will give the Companies reasonable notice of the time and place of any public sale of the Intellectual Property Collateral or the time after which any private sale of the Intellectual Property Collateral or any other intended disposition thereof is to be made. Unless otherwise provided by law, the requirement of reasonable notice shall be met if such notice is mailed, postage prepaid to the address of the Companies set forth above at least ten (10) days before the date of such sale or disposition. In addition to the foregoing and all other rights and remedies of Agent upon the occurrence of any Event of Default hereunder, Agent shall thereupon have the immediate right to transfer to itself or to sell, assign and transfer to any other person all right, title and interest in and to all or any part of the Intellectual Property Collateral. A formal irrevocable power of attorney (in the form annexed hereto) is being executed and delivered by the Companies to Agent concurrently with this Agreement to enable such rights to be carried out. The Companies agree that, in the event Agent exercises its rights hereunder and/or pursuant to said power of attorney in accordance with its terms, after written notification of such exercise from Agent to the Companies, the Companies shall never thereafter, without the prior written authorization of the owner or owners of such Intellectual Property Collateral, use any of such Intellectual Property Collateral. The condition of the foregoing provision is such that unless and until there occurs an Event of Default under this agreement, the Companies shall continue to own and use the Intellectual Property Collateral in the normal course of their business and to enjoy the benefits, royalties and profits therefrom provided, however, that from and after the occurrence of an Event of Default such right will, upon the exercise by Agent of the rights provided by this agreement, be revoked and the right of the Companies to enjoy the uses, benefits, royalties and profits of said Intellectual Property Collateral will wholly cease, whereupon Agent or its transferee(s) shall be entitled to all of the Companies' right, title and interest in and to the Intellectual Property Collateral hereby so assigned. This Agreement will not operate to place upon Agent any duty or responsibility to maintain the Intellectual Property Collateral.

4. **Fees.** The Companies will pay all filing fees with respect to the security interest created hereby which Agent may deem necessary or advisable in order to perfect and maintain the perfection of its security interest in the Intellectual Property Collateral.

5. **Representations and Warranties.** The Companies represent and warrant: that the Companies lawfully possess and own the Intellectual Property Collateral and that except for the security interest granted hereby, the Intellectual Property Collateral will be kept free from all

liens, security interests, claims and encumbrances whatsoever; that the Companies have not made or given any prior assignment, transfer or security interest in the Intellectual Property Collateral or any of the proceeds thereof; that the Intellectual Property Collateral is and will continue to be, in all respects, in full force and effect; and that there are no known infringements of the Intellectual Property Collateral. The Companies agree not to take any action inconsistent with the terms and intent hereof, provided that the Companies may enter into licensing agreements in the ordinary course of its business on fair and reasonable terms, provided further that no Event of Default (as defined herein below) has occurred and that any such agreement does not adversely effect Agent's rights and interests hereunder. The Companies hereby further agree to provide notice to Agent of any hereafter acquired Intellectual Property Collateral, provided that any such Collateral shall be automatically subject to the terms hereof and provided that the Companies shall take any such additional action as Agent shall reasonably request with respect thereto.

6. **Application of Proceeds.** The proceeds of any sale, transfer or disposition of the Intellectual Property Collateral shall be applied first to all costs and expenses, including, but not limited to, reasonable attorneys' fees and expenses and court costs, incurred by Agent in connection with such sale and the exercise of Agent's rights and remedies hereunder and under the Financing Agreement; next, such proceeds shall be applied to the payment, in whole or in part, of the Obligations in accordance with the terms of the Financing Agreement; and the balance, if any, shall be paid to the Companies or as a court of competent jurisdiction may direct.

7. **Defense of Claims.** The Companies will defend at their own cost and expense any action, claim or proceeding affecting the Intellectual Property Collateral or the interest of Agent therein. The Companies agree to reimburse Agent for all costs and expenses incurred by Agent in defending any such action, claim or proceeding.

8. **Rights Cumulative.** This Agreement shall be in addition to the Financing Agreement and Guaranty and shall not be deemed to affect, modify or limit the Financing Agreement or the Guaranty or any rights that Agent and Lenders have under the Financing Agreement and Guaranty. The Companies agree to execute and deliver to Agent (at the Companies' expense) any further documentation or papers necessary to carry out the intent or purpose of this agreement including, but not limited to, financing statements under the Uniform Commercial Code.

9. **Construction and Invalidity.** Any provisions hereof contrary to, prohibited by or invalid under any laws or regulations shall be inapplicable and deemed omitted here from, but shall not invalidate the remaining provisions hereof.

10. **CHOICE OF LAW.** THE COMPANIES AGREE THAT THE VALIDITY, INTERPRETATION AND ENFORCEMENT OF THIS AGREEMENT AND ALL RIGHTS HEREUNDER SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK. THIS AGREEMENT TOGETHER WITH THE AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT OF THE COMPANIES AND CIT WITH RESPECT TO THE INTELLECTUAL PROPERTY COLLATERAL, CAN ONLY BE CHANGED OR MODIFIED IN WRITING AND SHALL BIND AND BENEFIT THE COMPANIES, CIT AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS. THE COMPANIES AND AGENT EACH HEREBY EXPRESSLY WAIVES ANY RIGHT OF TRIAL BY JURY ON ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION ARISING HEREUNDER.

11. **Events of Default.** Any of the following constitutes an Event of Default under this Agreement:

- (i) The Companies fail to perform or observe any agreement, covenant or condition required under this Agreement;
- (ii) Any warranty or representation made by Companies, in this Agreement shall be or becomes false or misleading in any material respect; or
- (iii) The occurrence of any Event of Default under the Financing Agreement which is not waived in writing by Agent and Lenders.

12. **Notices.** The Companies covenant and agree that, with respect to the Intellectual Property Collateral, it will give Agent written notice in the manner provided in the Financing Agreement of:

- (i) any claim by a third party that the Companies has infringed on the rights of a third party;
- (ii) any suspected infringement by a third party on the rights of the Companies; or
- (iii) any Intellectual Property Collateral created, arising or acquired by the Companies after the date hereof.

13. **Further Assurances.** The Companies will take any such action as Agent may reasonably require to further confirm or protect Agent's rights under this Agreement in the Intellectual Property Collateral. In furtherance thereof, the Companies hereby grant to Agent a power of attorney coupled with an interest which shall be irrevocable during the term of this Agreement to execute any documentation or take any action on the Companies' behalf required to effectuate the terms, provisions and conditions of this Agreement.

14. **Termination.** This Agreement shall terminate upon termination of the Financing Agreement and full, final and indefeasible payment in cash of all Obligations of the Clients thereunder. Upon the Clients' request, Agent shall within a reasonable time after any such termination execute and deliver to the Clients (at the Clients' expense) such documents and instruments as are reasonably necessary to evidence such termination and release of the security interest granted herein on any applicable public record.

14. **The Agent.** Each reference herein to any right granted to, benefit conferred upon, or power exercisable, exercised, or action taken by, the Agent shall be deemed to be a reference to the right granted to, benefit conferred upon, and power exercisable, exercised, and action taken by, the Agent in its capacity as Agent for the benefit of the Lenders, all as more fully set forth in the Financing Agreement.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the 8th day of April, 2004.

Companies:

COMPLEX MEDIA THC, LLC

By: _____
Title: President

FEMME ARSENAL THC LLC

By: _____
Title: President

PHYSICAL SCIENCE THC LLC

By: _____
Title: President

YAKIRA, L.L.C

By: _____
Title: President

ZOO YORK LLC

By: _____
Title: President

Agreed and Accepted this
8TH DAY OF APRIL, 2004

**THE CIT GROUP/COMMERCIAL SERVICES,
INC., as Agent**

By: _____
Title: VP

IRREVOCABLE POWER OF ATTORNEY

COMPLEX MEDIA THC, LLC, a New Jersey limited liability company, **FEMME ARSENAL THC LLC**, a New Jersey limited liability company, **PHYSICAL SCIENCE THC LLC**, a New Jersey limited liability company, **YAKIRA, L.L.C**, a New Jersey limited liability company and **ZOO YORK LLC**, a New Jersey limited liability company, all with their principal place of business at 1 Martin Avenue, South River, New Jersey 08882 (herein collectively the "Companies"), hereby grants to **THE CIT GROUP/COMMERCIAL SERVICES, INC.**, a New York corporation ("CIT"), with offices at 1211 Avenue of the Americas, New York, New York 10036, CIT as agent for Lenders (CIT in such capacity, "Agent"), the exclusive Irrevocable Power of Attorney to transfer to Agent or to any designee of Agent all Intellectual Property Collateral listed on the Schedules attached to the Amended and Restated Grant of Security Interest in Patents, Trademarks and Licenses (the "Agreement"), dated as of the date hereof, between the Companies and Agent including, without limitation, all patents, patent applications and/or registrations, trademarks, trademark applications and/or registrations, and licenses together with the goodwill of the business connected with or symbolized by such Intellectual Property Collateral and the Companies' entire inventory of labels and decals bearing any trademarks not affixed to its products, and the right to operate and control, sell, assign, and transfer the business under those trademarks under the following terms and conditions:

1. The Power of Attorney granted hereunder shall be effective as of the date hereof and shall last for as long as any now existing or hereafter arising indebtedness, liabilities or obligations of the Companies to Agent and Lenders are outstanding under the Financing Agreement, dated on or about the date hereof, among the Companies, Agent and Lenders.

2. The Power of Attorney granted herein shall be irrevocable throughout the duration of its life as specified in Paragraph 1 hereinabove;

3. The Power of Attorney granted herein shall only be exercisable by Agent after the occurrence of an Event of Default under the Financing Agreement among Agent and the Companies; and

4. Agent shall give the Companies ten (10) days prior written notice of the exercise of this power, and the waiver by Agent and Lenders of any particular Event of Default as set forth in Paragraph Eleven (11) hereinabove shall have no force or effect unless in writing and signed by an authorized officer of Agent and Lenders. Even then such waiver shall not constitute or be considered a waiver of any other Event of Default then existing or thereafter arising whether similar or not.

IN WITNESS WHEREOF, the Companies have caused this Power of Attorney to be executed as of the 8 day of April, 2004.

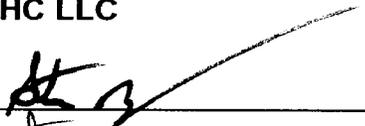
Companies:

COMPLEX MEDIA THC, LLC

By: 

Title: President

FEMME ARSENAL THC LLC

By: 

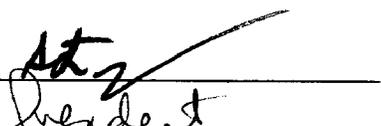
Title: President

PHYSICAL SCIENCE THC LLC

By: 

Title: President

YAKIRA, L.L.C

By: 

Title: President

ZOO YORK LLC

By: 

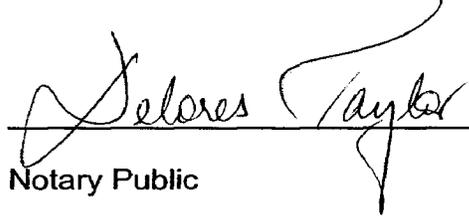
Title: President

STATE OF New York)

)
COUNTY OF New York)

On April 2nd, 2004, before me, the undersigned, a notary public in and for said State, personally appeared Seth Gershey known to me to be the President of each of Complex Media THC, LLC, Femme Arsenal THC LLC, Physical Science THC LLC, Yakira, L.L.C and Zoo York LLC, the limited liability companies that executed the within instrument, and acknowledged to me that such limited liability companies executed the within instrument pursuant to their operating agreements and a resolution of their board of managers.

WITNESS my hand and official seal.



Notary Public

DELORES TAYLOR
Notary Public, State of New York
Reg. No. 01TA6010553
Qualified in Nassau County
My Commission Expires July 20, 2006

