

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

12/27/2004  
 900017195

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Pasternack Enterprises, Inc.		12/24/2004	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	American Capital Financial Services, Inc.		
Street Address:	2 Bethesda Metro Center, 14th Floor		
Internal Address:	Attn: Compliance Officer		
City:	Bethesda		
State/Country:	MARYLAND		
Postal Code:	20814		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2366086	PE	
Registration Number:	2377077	PASTERNAK ENTERPRISES	
Registration Number:	2368149	PE	
CORRESPONDENCE DATA			
Fax Number:	(213)430-6407		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	(213) 430-8308		
Email:	sgordon@omm.com		
Correspondent Name:	Shari L. Gordon		
Address Line 1:	400 S. Hope Street		
Address Line 2:	O'Melveny & Myers LLP		
Address Line 4:	Los Angeles, CALIFORNIA 90071-2899		
NAME OF SUBMITTER:	Priscilla Castillo		
Signature:	/Priscilla Castillo/		

CH 90.00 2366086

Date:

12/27/2004

Total Attachments: 2

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## **TRADEMARK SECURITY AGREEMENT**

THIS TRADEMARK SECURITY AGREEMENT, dated as of December 24, 2004, is between **PASTERNAK ENTERPRISES, INC.**, a Delaware corporation (the "Grantor") and **AMERICAN CAPITAL FINANCIAL SERVICES, INC.**, a Delaware corporation, as Agent (in such capacity, the "Grantee") for the benefit of itself and all financial institutions and other Persons that from time to time become purchasers (the "Purchasers") under the Note and Equity Purchase Agreement (as such terms are hereinafter defined).

### **RECITALS**

**WHEREAS**, the Grantor owns the Trademarks, Trademark registrations, and Trademark applications listed on **Schedule 1** annexed hereto, and is a party to the Trademark licenses listed on **Schedule 1** annexed hereto; and

**WHEREAS**, the Grantor, as the Borrower, has entered into that certain Note and Equity Purchase Agreement of even date herewith (as the same may be amended, restated, modified or supplemented and in effect from time to time, the "Note and Equity Purchase Agreement"), with the Grantee, as Agent for the benefit of the Purchasers, and the other Purchasers, providing for extensions of credit and other financial accommodations to be made to the Grantor by the Purchasers; and

**WHEREAS**, pursuant to the terms of that certain Senior Security Agreement dated as of December 24, 2004 by and between the Grantor and the Grantee, for the benefit of the Grantee and the Purchasers (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), the Grantor has granted to the Grantee for the benefit of the Purchasers a security interest in substantially all the assets of the Grantor including all right, title and interest of the Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Security Agreement), Trademark registrations, Trademark applications and Trademark licenses, together with the goodwill of the business symbolized by the Grantor's Trademarks, and all proceeds thereof, to secure the payment of the "Liabilities" (as defined in the Security Agreement);

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby grant to the Grantee a continuing security interest in all of the Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

- (1) each Trademark, Trademark registration and Trademark application, including, without limitation, the Trademarks, Trademark registrations (together with any reissues, continuations or extensions thereof) and Trademark applications referred to in Schedule 1 annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Trademark registration and Trademark application;

(2) each Trademark license and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark license; and

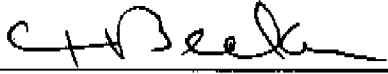
(3) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark or Trademark registration including, without limitation, the Trademarks and Trademark registrations referred to in Schedule 1 annexed hereto, the Trademark registrations issued with respect to the Trademark applications referred in Schedule 1 and the Trademarks licensed under any Trademark license, or (b) injury to the goodwill associated with any Trademark, Trademark registration or Trademark licensed under any Trademark license.

This security interest is granted in conjunction with the security interests granted to the Grantee pursuant to the Security Agreement and is not intended to increase the rights of the Grantee or the obligations of the Grantor beyond the rights and obligations contained in the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Grantee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[remainder of page intentionally left blank;  
signature page follows]

**IN WITNESS WHEREOF**, the Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer on this 29 day of December, 2004.

**PASTERNAK ENTERPRISES, INC.**, a  
Delaware corporation, as the Grantor

By:   
Name: Charles H. Becker  
Title: President and Chief Executive Officer

Acknowledged by the Grantee:

**AMERICAN CAPITAL FINANCIAL SERVICES, INC.**,  
a Delaware corporation, as the Agent

By: \_\_\_\_\_  
Name: Frank Do  
Title: Senior Vice President


**IN WITNESS WHEREOF**, the Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer on this 24 day of December, 2004.

**PASTERNAK ENTERPRISES, INC.**, a  
Delaware corporation, as the Grantor

By: \_\_\_\_\_  
Name: Charles H. Becker  
Title: President and Chief Executive Officer

Acknowledged by the Grantee:

**AMERICAN CAPITAL FINANCIAL SERVICES, INC.**,  
a Delaware corporation, as the Agent

By:   
Name: Frank Do  
Title: Senior Vice President

S-1

Trademark Security Agreement

LA1:1062940

**TRADEMARK**  
**REEL: 002999 FRAME: 0800**



Schedule 1  
to Trademark Security Agreement

U.S. TRADEMARK REGISTRATIONS

<u>MARK</u>	<u>REG. NO.</u>	<u>DATE</u>
Design plus words/letters – Image of letters PE in a box with a connector over the lower right corner	2366086	July 11, 2000
Words – “Pasternack Enterprises”	2377077	August 15, 2000
Design plus words/letters – Image of letters PE on diagonal in similarly slanted box	2368149	July 18, 2000

FOREIGN TRADEMARK REGISTRATIONS

None.

U.S. TRADEMARK APPLICATIONS

None.

FOREIGN TRADEMARK APPLICATIONS

None.

TRADEMARK LICENSES

<u>Name of Agreement</u>	<u>Parties</u>	<u>Date of Agreement</u>
None.		