

08-16-2004

Form PTO-1594 (Rev. 06/04)
OMB Collection 0651-0027 (exp. 6/30/2005)U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

102814121

TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):

Samara Brothers LLC

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

Citizenship (see guidelines) DelawareExecution Date(s) July 15, 2004Additional names of conveying parties attached? ☐ Yes ☒ No

3. Nature of conveyance:

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

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? ☐ Yes ☒ No
HSBC Bank USA

Name: _____

Internal _____

Address: _____

Street Address: 452 Fifth AvenueCity: New YorkState: New YorkCountry: USA Zip: 10018

- ☐ Association Citizenship _____
☐ General Partnership Citizenship _____
☐ Limited Partnership Citizenship _____
☒ Corporation Citizenship New York
☐ Other _____ Citizenship _____

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)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

78-425967, 78-415987, 76-589791
78-389098, 76-528735

B. Trademark Registration No.(s)

2117176, 2116480Additional sheet(s) attached? ☒ Yes ☐ No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

Please see attached.

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

Name: Alana TolhurstInternal Address: Torlys LLPStreet Address: 237 Park Ave.City: New YorkState: New York Zip: 10017Phone Number: 212-880-6382Fax Number: 212-682-0200Email Address: atolhurst@torlys.com

6. Total number of applications and registrations involved:

7

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 190.00

- ☐ Authorized to be charged by credit card
☐ Authorized to be charged to deposit account
☒ Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number _____

Authorized User Name _____

9. Signature:

Alana Tolhurst

Signature

Date

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 5Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

08/13/2004 6TON11 00000009 78425967

01 FC:8521

40.00 DP

02 FC:8522

150.00 DP

TRADEMARK
REEL: 003026 FRAME: 0970

EXHIBIT A

Trademark	Registration/ Serial Number	Filing Date	Owner
Deep Freeze (block letters)	78-425967	5/27/04	Samara Brothers, Inc.
Samantha Says (block letters)	78-415987	05/10/04	Samara Brothers, Inc.
JAC-PAC (stylized letters)	76-589791	04/30/04	Samara Brothers, Inc.
JAC PAC (block letters)	78-389098	03/23/04	Samara Brothers, Inc.
Samara (words only)	76-528735	07/08/03	Samara Brothers, Inc.
Samara (words only)	2117176	10/13/94	Samara Brothers, Inc.
Samara (stylized letters)	2116480	10/13/94	Samara Brothers, Inc.

TRADEMARK SECURITY AGREEMENT

WHEREAS, Samara Brothers LLC, a Delaware limited liability company (herein referred to as "Grantor"), owns the trademarks listed on Exhibit A attached hereto (referred to collectively as the "Trademarks");

WHEREAS, Grantor and HSBC Bank USA, National Association (the "Grantee") are parties to a Continuing General Security Agreement, dated as of July 15, 2004, (as amended, supplemented otherwise or modified from time to time, the "Security Agreement"); and

WHEREAS, pursuant to the terms of the Security Agreement between Grantor and Grantee, Grantor has granted to Grantee for the benefit of Grantee, a security interest in substantially all the assets of the Grantor including all right, title and interest of Grantor in, to and under all Grantor's Trademarks, whether presently existing or hereafter arising or acquired, together with the goodwill of the business symbolized by the Trademarks and the applications therefor and the registrations thereof, and all products and proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement or dilution thereof or injury to the associated goodwill, to secure the payment of all Obligations (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee a continuing security interest in all of 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 arising or acquired:

(i) each Trademark, including, without limitation, each Trademark referred to on Exhibit A annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement or dilution of any Trademark including, without limitation, any Trademark referred to on Exhibit A annexed hereto, or for injury to the goodwill associated with any Trademark.

This security interest is granted in conjunction with the security interests granted to the Grantee pursuant to the Security Agreement. Grantor does hereby further acknowledge and affirm that the rights and remedies of 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.

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the 15th day of July, 2004.

SAMARA BROTHERS LLC,
as Grantor

By: _____

Peter Veres

~~President~~

PK
Chairman + CEO *PN*

Acknowledged:

HSBC BANK USA, NATIONAL ASSOCIATION,
as Grantee

By: _____

Name:

Title:

ME
Richard S. Elias
Vice President