

09-03-2004

Form PTO-1594
(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)

9-1-04



U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

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Tab settings

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

1. Name of conveying party(ies):

Avirex Ltd.

- Individual(s)
- General Partnership
- Corporation
- Other
- Association
- Limited Partnership

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

Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: August 16, 2004

2. Name and address of receiving party(ies)

Name: **Flight Club THC, LLC**

Internal Address: _____

Street Address: **1 Martin Avenue, South River, New Jersey 08882**

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation
- Other Limited Liability Company

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 No.(s) 78/457216

B. Trademark Registration No.(s)

2745794	2176570
2869856	1291156
1559615	2199758

Additional number(s) attached Yes No

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

Name: **Erica D. Klein, Esq.**

Internal Address: **Kramer Levin Naftalis & Frankel LLP**

Street Address: **919 Third Avenue**

City: **New York** State: **NY** Zip: **10022**

6. Total number of applications and registrations involved: **7**

7. Total fee (37 CFR 3.41) \$ **190.00**

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: **50-0540**

(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.

Erica D. Klein, Esq.

Name of Person Signing

Signature

August 24, 2004

Date

Total number of pages including cover sheet, attachments, and document: **4**

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patent & Trademarks
Box Assignments, Washington, D.C. 20231

09/02/2004 MGETACHE 00000030 78457216

01 FC:8521
02 FC:8522

40.00 OP
150.00 OP

KL3:2361112.1

TRADEMARK
REEL: 003041 FRAME: 0693

Recordation Form Cover Sheet Continuation

2. Name and address of receiving party(ies)

Name: Flight Club, LLC

Internal
Address: _____

Street Address: 1 Martin Avenue, South River, New Jersey 08882

Individual(s) citizenship _____

Association _____

General Partnership _____

Limited Partnership _____

Corporation

Other Limited Liability Company

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

AVIREX LTD.
15 W. 39th Street
New York, New York 10001

August 16, 2004

Flight Club THC, LLC and Flight Club, LLC
c/o Ecko.Complex, LLC
1 Martin Avenue
South River, New Jersey 08882
Attention: Seth Gerszberg and Effy Zinkin

Re: Security Interest

Dear Sirs:

In connection with Section 2.6 of, and as an inducement for Flight Club THC, LLC, a New Jersey limited liability company ("FCL THC") to enter into, that certain Asset Purchase Option Agreement, dated the date hereof, among Avirex Ltd., a New York corporation ("Seller"), FCL THC and Jeffrey Clyman and Helen Clyman (the "Shareholders", and such Asset Purchase Option Agreement, the "Option Agreement"), as well as an inducement for Flight Club, LLC, a New Jersey limited liability company ("FCL", and together with FCL THC, the "Buyer Parties") to enter into that certain License Agreement, dated the date hereof, between Seller and FCL, Seller hereby pledges, assigns and grants to the Buyer Parties a continuing security interest in and lien upon the Mark Assets (as defined in the Option Agreement), including without limitation the trademarks listed on Exhibit A hereto, whether now existing or hereinafter created or acquired, and all proceeds therein, all to secure full and complete performance of all obligations of Seller and the Shareholders under the Option Agreement and the License Agreement. Seller hereby authorizes the Buyer Parties to file at any time and from time to time one or more Form UCC-1 financing statements naming Seller as debtor with respect to any or all of the Mark Assets, with or without the signature of the Seller, in all appropriate jurisdictions and to record this agreement at the United States Patent and Trademark Office. Buyer shall use its best efforts to provide such UCC-1 financing statements to Seller for its review prior to the filing thereof.

Very truly yours,

AVIREX LTD.

By: 
Name: Jeffrey Clyman
Title: President