TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Isabella Fiore, LLC		02/10/2005	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	The CIT Group/Commercial Services, Inc.
Street Address:	300 S. Grand Avenue
City:	Los Angeles
State/Country:	CALIFORNIA
Postal Code:	90071
Entity Type:	CORPORATION: NEW YORK

PROPERTY NUMBERS Total: 19

Property Type	Number	Word Mark
Registration Number:	2540428	ISABELLA FIORE
Serial Number:	76417432	ISABELLA FIORE
Serial Number:	76413395	ISABELLA FIORE
Registration Number:	2873469	ISABELLA FIORE
Registration Number:	2824673	ISABELLA FIORE
Serial Number:	76445173	FIORE
Serial Number:	76445172	FIORE
Serial Number:	76516165	ISABELLA FIORE
Serial Number:	76976811	ISABELLA FIORE
Serial Number:	76519819	IF ISABELLA FIORE
Serial Number:	76519820	IF ISABELLA FIORE
Serial Number:	76519817	IF... ISABELLA FIORE
Serial Number:	76519818	IF... ISABELLA FIORE
Serial Number:	76553302	BABY FIORE

CH $490.00 2540428

Serial Number:	76553303	BABY FIORE
Serial Number:	76524033	LIFE IS A BAG. OPEN IT.
Serial Number:	76524030	IF LIFE GIVES YOU LEMONS, EMBROIDER THEM.
Serial Number:	78338579	HAPPINESS IS THE BEST ACCESSORY
Serial Number:	78557940	THINK OUTSIDE THE BAG.

CORRESPONDENCE DATA

Fax Number: (866)459-2899

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 202-783-2700

Email: pagodoa@federalresearch.com

Correspondent Name: CBC Companies dba Federal Research

Address Line 1: 1030 Fifteenth Street, NW, Suite 920

Address Line 2: attn: Penelope J.A. Agodoa

Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

NAME OF SUBMITTER:	Penelope J.A. Agodoa
Signature:	/pja/
Date:	04/04/2005

Total Attachments: 13

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Form PTO-1594 (Rev. 03/05)
OMB Collection 0651-0027 (exp. 6/30/2005)

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

RECORDATION FORM COVER SHEET
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):
ISABELLA FIORE, LLC

☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☐ Corporation- State:
☒ Other Limited Liability Company
Citizenship (see guidelines) Delaware
Additional names of conveying parties attached? ☐ Yes ☒ No

2. Name and address of receiving party(ies)
Additional names, addresses, or citizenship attached? ☐ Yes ☒ No

Name: THE CIT GROUP/COMMERCIAL SERVICES, INC.
Internal Address:
Street Address: 300 S. Grand Avenue
City: Los Angeles
State: California
Country: USA Zip: 90071
☐ 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)

3. Nature of conveyance)/Execution Date(s) :
Execution Date(s)
☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other

4. Application number(s) or registration number(s) and identification or description of the Trademark.
A. Trademark Application No.(s)
SEE EXHIBIT A ATTACHED HERETO.
B. Trademark Registration No.(s)
SEE EXHIBIT A ATTACHED HERETO.
Additional sheet(s) attached? ☒ Yes ☐ No
C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:
Name: THE CIT GROUP/COMMERCIAL SERVICES, INC.
Internal Address: Attn: Joyce Lawrence
Street Address: 300 SOUTH GRAND AVE.
City: LOS ANGELES
State: CA Zip: 90071
Phone Number: (213) 613-2512
Fax Number: (213) 613-2566
Email Address: joyce.lawrence@CIT.com

6. Total number of applications and registrations involved: 20

7. Total fee (37 CFR 2.6(b)(6) & 3.41) $ 525
☐ 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: Joyce Lawrence
Signature
March 29, 2005
Date
Joyce Lawrence
Name of Person Signing
Total number of pages including cover sheet, attachments, and document:

Documents 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

Exhibit A

GRANT OF SECURITY INTEREST IN PATENTS, TRADEMARKS AND LICENSES

between

ISABELLA FIORE, LLC

and

THE CIT GROUP/Commercial Services, INC.

U.S. TRADEMARKS

Mark	Jurisdiction	Filing Date	Int'l. Class	Serial/Reg. No.	Registration or Type of Application
Federal					
Isabella Fiore	USPTO	1/4/01	18	2,540,428	Registration
Isabella Fiore	USPTO	6/3/02	18	76/417,432	ITU1 Application
Isabella Fiore	USPTO	5/29/02	25	76/413,395	ITU Application
Isabella Fiore	USPTO	1/23/03	18	2,873,469	Registration
Isabella Fiore	USPTO	1/23/03	18	2,824,673	Registration
Fiore	USPTO	8/29/02	18	76/445,173	ITU Application
Fiore	USPTO	8/29/02	25	76/445,172	ITU Application
Isabella Fiore	USPTO	4/28/03	18	76/516,165	Use Application
Isabella Fiore	USPTO	5/17/04	25	76/976,811	Use Application
IF... Isabella Fiore	USPTO	6/5/03	18	76/519,819	ITU Application
IF... Isabella Fiore	USPTO	6/5/03	25	76/519,820	ITU Application
if... Isabella Fiore	USPTO	6/5/03	18	76/519,817	ITU Application
if... Isabella Fiore	USPTO	6/5/03	25	76/519,818	ITU Application
Baby Fiore	USPTO	10/22/03	16	76/553,302	ITU Application
Baby Fiore	USPTO	10/22/03	18	76/553,303	ITU Application
Life is a Bag. Open it.	USPTO	6/20/03	18	76/524,033	ITU Application
If Life Gives You Lemons, Embroider Them.	USPTO	6/20/03	18	76/524,030	ITU Application
Happiness is the best accessory.	USPTO	12/19/03	18,25	78/338,579	ITU Application
Think outside the bag.	USPTO	2/1/05	18	78557940	ITU Application
U.S. Customs					
Isabella Fiore	Customs	1/28/03	18,25	2,540,428	Recorded

1 "ITU" Application is an abbreviation for "intent-to-use"application.

GRANT OF SECURITY INTEREST IN
PATENTS, TRADEMARKS AND LICENSES

THIS GRANT OF SECURITY INTEREST IN PATENTS, TRADEMARKS AND LICENSES (herein the "Agreement") made as of this 10th day of FEBRUARY, 2005, by ISABELLA FIORE, LLC, a Delaware limited liability company, with its principal place of business at 9088 Rosecrans Avenue, Bellflower, CA 90706 (herein the "Company"), and The CIT Group/Commercial Services, Inc., a New York corporation, with offices at 300 S. Grand Avenue, 12th Floor, Los Angeles, CA 90071 (herein "CIT").

WITNESETH:

WHEREAS, the Company and CIT are parties to a certain factoring and/or financing arrangements, pursuant to which CIT may make certain loan and advances to the Company, all as further set forth in the loan and security documents executed in connection herewith, dated of even date herewith and as the same may be amended from time to time (herein collectively, the "Agreement"), which Agreement provides (i) for CIT to purchase, at its discretion certain accounts receivable of the Company and/or make certain loans, advances and extensions of credit, all to or for the benefit and account of the Company, and (ii) for the grant by the Company to CIT, as collateral security therefor, a security interest in certain of the Company's 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 and in the Agreement;

NOW THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, the Company agrees as follows:

1. **Definitions**. Capitalized terms used herein and defined in the 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 Agreement), the Company hereby grants to CIT a security interest, effective immediately, in all of the Company's 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");

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(iii) Any license agreement in which the Company is or becomes 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 Company's business connected with and symbolized by the Intellectual Property Collateral;

(v) Any and all of the Company's rights and interests in any of the foregoing as they relate to the Company's 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.

3. **CIT' Rights.** Upon the occurrence of any Event of Default hereunder, CIT shall have all the rights and remedies of a secured party under the Uniform Commercial Code and any other applicable state or federal laws. CIT will give the Company 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 Company 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 CIT upon the occurrence of any Event of Default hereunder, CIT 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: provided, however, that CIT covenants and warrants that CIT will not assign any Intellectual Property Collateral separate from the Company's business or good will associated therewith where such Intellectual Property Collateral consists of (a) a U.S. "intent to use" trademark application; or (b) any foreign "intent to use" application the "in gross" transfer of which will invalidate the application. A formal irrevocable power of attorney (in the form annexed hereto) is being executed and delivered by the Company to CIT concurrently with this agreement to enable such rights to be carried out. The Company agrees that, in the event CIT exercises its rights hereunder and/or pursuant to said power of attorney in accordance with its terms, after written notification of such exercise from CIT to the Company, the Company 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 Company shall continue to own and use the Intellectual Property Collateral in the normal course of its 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 CIT of the rights provided by this agreement, be revoked and the right of the Company to enjoy the uses, benefits, royalties and profits of said Intellectual Property Collateral will wholly cease, whereupon CIT or its transferee(s) shall be entitled to all of the Company's right, title and interest in and to the Intellectual Property Collateral hereby so assigned. This agreement will not operate to place upon CIT any duty or responsibility to maintain the Intellectual Property Collateral.

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

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5. **Representations and Warranties.** The Company represents and warrants: that the Company lawfully possesses and owns 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 Company has 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 Company agrees not to take any action inconsistent with the terms and intent hereof, provided that the Company may enter into licencing 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 CIT' rights and interests hereunder. The Company hereby further agrees to provide notice to CIT of any hereafter acquired Intellectual Property Collateral, provided that any such Collateral shall be automatically subject to the terms hereof and provided that the Company shall take any such additional action as CIT 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 CIT in connection with such sale and the exercise of CIT' rights and remedies hereunder and under the Agreement; next, such proceeds shall be applied to the payment, in whole or in part, of the Obligations due CIT in such order as CIT may elect; and the balance, if any, shall be paid to the Company or as a court of competent jurisdiction may direct.

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

8. **Rights Cumulative.** This Agreement shall be in addition to the Agreement and shall not be deemed to affect, modify or limit the Agreement or any rights that CIT has under the Agreement. The Company agrees to execute and deliver to CIT (at the Company's 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 COMPANY AGREES THAT THE VALIDITY, INTERPRETATION AND ENFORCEMENT OF THIS AGREEMENT AND ALL RIGHTS HEREUNDER SHALL BE GOVERNED BY THE LAWS OF THE STATE OF CALIFORNIA. THIS AGREEMENT TOGETHER WITH THE AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT OF THE COMPANY AND CIT WITH RESPECT TO THE INTELLECTUAL PROPERTY COLLATERAL, CAN ONLY BE CHANGED OR MODIFIED IN WRITING AND SHALL BIND AND BENEFIT THE COMPANY, CIT AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS. THE COMPANY AND CIT 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:

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(i) The Company fails to perform or observe any agreement, covenant or condition required under this agreement;

(ii) Any warranty or representation made by Company, 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 agreement which is not waived in writing by CIT.

12. **Notices.** The Company covenants and agrees that, with respect to the Intellectual Property Collateral, it will give CIT written notice in the manner provided in the Agreement of:

(i) any claim by a third party that the Company has infringed on the rights of a third party;

(ii) any suspected infringement by a third party on the rights of the Company; or

(iii) any Intellectual Property Collateral created, arising or acquired by the Company after the date hereof.

13. **Further Assurances.** The Company will take any such action as CIT may reasonably require to further confirm or protect CIT' rights under this agreement in the Intellectual Property Collateral. In furtherance thereof, the Company hereby grants to CIT 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 in the Company's behalf required to effectuate the terms, provisions and conditions of this agreement.

14. **Termination.** This agreement shall terminate upon termination of the Agreement and full, final and indefeasible payment in cash of all Obligations of the Company thereunder. Upon the Company's request, CIT shall within a reasonable time after any such termination execute and deliver to the Company (at the Company's 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.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the 10 day of February, 2005.

ISABELLA FIORE, LLC
By: **Accessory Design Holdings, Inc.**

By: Debbie Coleman
Name: Debbie Coleman
Title: CEO

Agreed and Accepted this
25 day of FEBRUARY, 2005

THE CIT GROUP/COMMERCIAL SERVICES, INC.

By: Thomas F. Arakaki
Name: THOMAS F. ARAKAKI
Title: VP

Esther M. Done
Notary Public State of New York
Registration #01DO6023896
Qualified in New York County
Commission Expires May 3 2007

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TRADEMARK
REEL: 003058 FRAME: 0764

IRREVOCABLE POWER OF ATTORNEY

ISABELLA FIORE, LLC, with offices at 9088 Rosecrans, Bellflower, CA 90706, (hereinafter referred to as the "Company"), hereby grants to The CIT Group/Commercial Services, Inc., a New York corporation, with offices at 300 S. Grand Avenue, 12th Floor, Los Angeles, CA 90071 (hereinafter referred to as "CIT"), the exclusive Irrevocable Power of Attorney to transfer to CIT or to any designee of CIT all Intellectual Property Collateral listed on the Schedules attached to the Grant of Security Interest in Patents, Trademarks and Licenses (the "Agreement"), dated as of the date hereof, between the Company and CIT 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 Company's 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 Company to CIT are outstanding under the Agreement, dated on or about the date hereof, between the Company and CIT.

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 CIT after the occurrence of an Event of Default under the Agreement between CIT and the Company; and

4. CIT shall give the Company ten (10) days prior written notice of the exercise of this power, and the waiver by CIT of any particular Event of Default as set forth in Paragraph 3 hereinabove shall have no force or effect unless in writing and signed by an authorized officer of CIT. 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 Company has caused this Power of Attorney to be executed as of the 10 day of February, 2005.

ISABELLA FIORE, LLC
By: **ACCESSORY DESIGN HOLDINGS, INC.**

By: Debbie Coleman
Name: Debbie Coleman
Title: CEO

[signature must be notarized]

Esther M. Done
Notary Public State of New York
Registration #01DO6023896
Qualified in New York County
Commission Expires May 3 2001

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ACKNOWLEDGMENT

STATE OF New York

COUNTY OF New York

On February 10, 20 05, before me Esther M Done

Notary Public, personally appeared Debbie Coleman.

/__/ personally known to me **or**

/✓/ **proved to me on the basis of satisfactory evidence** Drivers License

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same is his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Esther M Done

Notary Public
My commission expires: 5/3/07

Esther M. Done
Notary Public State of New York
Registration #01DO6023896
Qualified in New York County
Commission Expires May 3 2007

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SCHEDULE A TO GRANT OF SECURITY INTEREST IN PATENTS, TRADEMARKS AND LICENSES

between

and

THE CIT GROUP/Commercial Services, INC.

U.S. PATENTS

Title	Patent No.	Issue Date

N/A

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SCHEDULE B TO GRANT OF SECURITY INTEREST IN PATENTS, TRADEMARKS AND LICENSES

between

ISABELLA FIORE, LLC

and

THE CIT GROUP/Commercial Services, INC.

U.S. TRADEMARKS

Mark	Jurisdiction	Filing Date	Int'l. Class	Serial/Reg. No.	Registration or Type of Application
Federal					
Isabella Fiore	USPTO	1/4/01	18	2,540,428	Registration
Isabella Fiore	USPTO	6/3/02	18	76/417,432	ITU[1] Application
Isabella Fiore	USPTO	5/29/02	25	76/413,395	ITU Application
Isabella Fiore	USPTO	1/23/03	18	2,873,469	Registration
Isabella Fiore	USPTO	1/23/03	18	2,824,673	Registration
Fiore	USPTO	8/29/02	18	76/445,173	ITU Application
Fiore	USPTO	8/29/02	25	76/445,172	ITU Application
Isabella Fiore	USPTO	4/28/03	18	76/516,165	Use Application
Isabella Fiore	USPTO	5/17/04	25	76/976,811	Use Application
IF... Isabella Fiore	USPTO	6/5/03	18	76/519,819	ITU Application
IF... Isabella Fiore	USPTO	6/5/03	25	76/519,820	ITU Application
if... Isabella Fiore	USPTO	6/5/03	18	76/519,817	ITU Application
if... Isabella Fiore	USPTO	6/5/03	25	76/519,818	ITU Application
Baby Fiore	USPTO	10/22/03	16	76/553,302	ITU Application

1 "ITU" Application is an abbreviation for "intent-to-use"application.

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Baby Fiore	USPTO	10/22/03	18	76/553,303	ITU Application
Life is a Bag. Open it.	USPTO	6/20/03	18	76/524,033	ITU Application
If Life Gives You Lemons, Embroider Them.	USPTO	6/20/03	18	76/524,030	ITU Application
Happiness is the best accessory.	USPTO	12/19/03	18,25	78/338,579	ITU Application
Think outside the bag.	USPTO	2/1/05	18	78557940	ITU Application
U.S. Customs					
Isabella Fiore	Customs	1/28/03	18,25	2,540,428	Recorded
Foreign					
Isabella Fiore	Canada	3/07/03	18	1170453	ITU Application
Isabella Fiore	Canada	11/27/02	25	1160283	ITU Application
IF... Isabella Fiore	Canada	6/5/03	16,18, 25		ITU Application
Isabella Fiore	China	11/25/04	18		Use Application
Isabella Fiore	China	11/28/02	25	3386338	Registration
Isabella Fiore	E.C.	4/10/02	18	002644961	Registration
Isabella Fiore	E.C.	11/22/02	25	002942092	ITU Application
IF... Isabella Fiore	E.C.	6/5/03	18,20, 25		ITU Application
Isabella Fiore	Hong Kong	4/16/02	18	2074/2003	Registration
Isabella Fiore	Hong Kong	11/27/02	25	18491/2002	Registration
IF... Isabella Fiore	Hong Kong	2/10/04	18,25	300155664	Registration
Isabella Fiore	Indonesia	5/6/03	18	DOO2003 11113.11215	ITU Application
Isabella Fiore	Indonesia	5/6/03	25	DOO2003 11114.11216	ITU Application
IF... Isabella Fiore	Indonesia	4/19/04	18,25		ITU Application
Isabella Fiore	Japan	3/14/02	18	4,626,130	Registration
Isabella Fiore	Japan	11/28/02	25	4,691,148	Registration
Isabella Fiore	Korea	4/30/03	18	2003-0013652	Registration
Isabella Fiore	Korea	11/27/02	25	2002-0055021	Registration
Isabella Fiore	Korea	2/2/04	25	2004-0004141	Registration

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Isabella Fiore	Kuwait	9/2/03	18	49760	Registration
Isabella Fiore	Kuwait	9/2/03	25	50506	Registration
IF... Isabella Fiore	Kuwait	3/28/04	18	63700	Registration
IF... Isabella Fiore	Kuwait	3/28/04	25	63701	Registration
IF... Isabella Fiore	USPTO/ Madrid Protocol	6/5/03	18	Z1230388	ITU Application (China, Japan, Korea, Russia)
Isabella Fiore	Russian Federation	4/23/03	18,25	268092	Registration
Isabella Fiore	Saudi Arabia	4/20/03	18	82468	Registration
Isabella Fiore	Saudi Arabia	4/20/03	25	82469	Registration
IF... Isabella Fiore	Saudi Arabia	3/28/04	18	88578	ITU Application
IF... Isabella Fiore	Saudi Arabia	3/28/04	25	88579	ITU Application
Isabella Fiore	Taiwan	4/10/02	18	01050971	Registration
Isabella Fiore	Taiwan	11/29/02	25	01067246	Registration
IF... Isabella Fiore	Taiwan	2/6/04	18	93,004,608	
Isabella Fiore	U.A.E.	5/24/03	18	44404	Registration
Isabella Fiore	U.A.E.	5/24/03	25	44405	Registration
IF... Isabella Fiore	U.A.E.	3/29/04	18	59722	Registration
IF... Isabella Fiore	U.A.E.	3/29/04	25	59723	Registration

SCHEDULE C TO GRANT OF SECURITY INTEREST IN PATENTS, TRADEMARKS AND LICENSES

between

and

THE CIT GROUP/Commercial Services, INC.

U.S. LICENSES

Name	Registration No.	Registration Date

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