

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Harve Benard, Ltd.		05/13/2005	CORPORATION: NEW YORK

RECEIVING PARTY DATA	
Name:	Rosenthal & Rosenthal, Inc.
Street Address:	1370 Broadway
City:	New York
State/Country:	NEW YORK
Postal Code:	10018
Entity Type:	CORPORATION: NEW YORK

PROPERTY NUMBERS Total: 17

Property Type	Number	Word Mark
Registration Number:	1131377	BENARD SPORT
Registration Number:	2215279	STUDIO 205
Registration Number:	2186759	HARVE BENARD
Registration Number:	1222842	HCR HEALTH CARE AND RETIREMENT CORPORATION OF AMERICA
Serial Number:	76109437	HARVE BENARD
Registration Number:	2286473	SIGNATURE BY HARVE BENARD
Registration Number:	1352952	HARVE BENARD WORKSHOP
Serial Number:	78474256	HARVÉ BENARD
Registration Number:	2251765	BENARD SPORT
Registration Number:	1377040	HARVE BENARD
Registration Number:	1309117	MORTON BERNARD
Registration Number:	2150655	BENARD HOLTZMAN
Registration Number:	2286442	MORTON BERNARD
Registration Number:	2251764	BENARD COUTURE

CH \$440.00 1131377

Registration Number:	1122843	HARVE BENARD
Registration Number:	1122842	HB
Registration Number:	2312961	HARVE BY HARVE BENARD

CORRESPONDENCE DATA

Fax Number: (212)593-5955
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 2127562388
Email: daniel.angel@srz.com
Correspondent Name: Daniel Angel, Esq.
Address Line 1: 919 Third Avenue
Address Line 4: New York, NEW YORK 10022

NAME OF SUBMITTER:	Daniel Angel, Esq. (061211.0003)
Signature:	/sas for da/
Date:	05/26/2005

Total Attachments: 4
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ASSIGNMENT FOR SECURITY

TRADEMARKS

WHEREAS, HARVÉ BENARD, LTD., a New York corporation with offices at 205 West 39th Street, New York, New York 10108 (the "Assignor") has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the annexed Schedule 1A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Assignor, has entered into a Security Agreement, dated as of May 13, 2005 (the "Security Agreement"), in favor of ROSENTHAL & ROSENTHAL, INC., a New York corporation with offices at 1370 Broadway, New York, NY 10018 as collateral agent for the Agents and the Lenders (as such terms are defined therein) (the "Assignee");

WHEREAS, pursuant to the Security Agreement, the Assignor has assigned to the Assignee, and granted to the Assignee for the benefit of itself and the lenders, a continuing security interest in all right, title and interest of the Assignor in, to and under the Trademarks, together with, among other things, the good-will of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Obligations (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor does hereby pledge, convey, sell, assign, transfer and set over unto the Assignee, and grants to the Assignee for the benefit of itself and the lenders, a continuing security interest in the Collateral to secure the prompt payment, performance and for the benefit of itself and the lenders observance of the Obligations.

The Assignor does hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

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IN WITNESS WHEREOF, the Assignor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of May 13, 2005.

HARVÉ BENARD, LTD.

By: Harvey Schutzbank
Name: Harvey Schutzbank
Title: Vice President and Chief Financial Officer

STATE OF NEW YORK

ss.:

COUNTY OF NEW YORK

On this 15th day of May, 2005, before me personally came Harvey Schatzbank, to me known to be the person who executed the foregoing instrument, and who, being duly sworn by me, did depose and say that s/he is the Vice President & CFO of Harvé Bernard, Ltd., a New York corporation, and that s/he executed the foregoing instrument in the firm name of _____, and that s/he had authority to sign the same, and s/he acknowledged to me that he executed the same as the act and deed of said firm for the uses and purposes therein mentioned.


Notary Seal

MICHAEL S. BETTS
Notary Public, State of New York
No. 01BE6099798
Qualified in New York County
Commission Expires Nov. 6, 2007

SCHEDULE 1A TO ASSIGNMENT FOR SECURITY

U.S. Trademarks and Trademark Applications

<u>Trademark</u>	<u>Reg. or App. No.</u>
BENARD SPORT	1,131,377
STUDIO 205	2,215,279
HARVE BENARD	2,186,759
HCR HEALTH CARE AND RETIREMENT CORPORATION OF AMERICA	1,222,842
HARVE BENARD	76/109,437
SIGNATURE BY HARVE BENARD	2,286,473
HARVE BENARD WORKSHOP	1,352,952
HARVE BENARD	78/474,256
BENARD SPORT	2,251,765
HARVE BENARD	1,377,040
MORTON BENARD	1,309,117
BERNARD HOLTZMAN	2,150,655
MORTON BENARD	2,286,442
BENARD COUTURE	2,251,764
HARVE BENARD	1,122,843
HB	1,122,842
HARVE BY HARVE BENARD	2,312,961