

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Notice of Default Re Security Interest

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Sole Survivor Corporation		11/18/2004	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	Buxbaum Group, LLC
Street Address:	26610 Agoura Road
Internal Address:	Suite 120
City:	Calabasas
State/Country:	CALIFORNIA
Postal Code:	91302
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	2211056	
Serial Number:	78378998	ENDANGERED FECES
Registration Number:	2207172	G
Registration Number:	2228260	GRAMICCI
Registration Number:	1727708	GRAMICCI
Registration Number:	2482242	GRAMICCI
Serial Number:	78190881	SOLE SURVIVOR
Serial Number:	78227180	THE NATURAL ORDER

CORRESPONDENCE DATA

Fax Number: (626)577-8800
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: (626) 795-9900
 Email: pto@cph.com
 Correspondent Name: Michael J. MacDermott

CH \$215.00 2211056

Address Line 1: P.O. Box 7068
Address Line 4: Pasadena, CALIFORNIA 91109-7068

NAME OF SUBMITTER:	Michael J. MacDermott
Signature:	/Michael J. MacDermott/
Date:	06/01/2005

Total Attachments: 3
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BUXBAUM GROUP, LLC
26610 Agoura Rd., Ste. 120
Calabasas, CA 91302

November 18, 2004

NOTICE OF DEFAULT AND EXERCISE AND RESERVATION OF RIGHTS

VIA TELECOPIER and U.S. MAIL

To: Sole Survivor Corporation
880 Hampshire Road
Suite B
Westlake Village, CA 91361

THIS NOTICE IS GIVEN BY:

BUXBAUM GROUP, LLC
26610 Agoura Rd., Ste. 120
Calabasas, CA 91302

Re: Notice of Default; Enforcement of Rights and Remedies; Reservation of Rights

A. REFERENCE:

Reference is made to the following documents: (1) that certain Credit and Security Agreement, dated as of July 6, 2004, by and between Sole Survivor Corporation, a California corporation ("Borrower") and Buxbaum Group LLC, a California limited liability company ("Lender"), as amended, supplemented, and/or restated (as so amended, supplemented, and/or restated, the "Loan Agreement") and all documents related thereto (collectively with the Loan Agreement, the "Loan Documents"). All initially capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms as the Loan Agreement unless otherwise noted.

B. NOTICE OF DEFAULT.

NOTICE IS HEREBY GIVEN that as a result of the occurrence of events constituting breaches of certain representations, warranties, covenants, conditions, terms, and/or provisions in the Loan Agreement, certain Events of Default have occurred and are continuing under the Loan Agreement. These Events of Default consist of the following:

1. Failure to Perform. Borrower's failure to perform, keep, and observe certain terms, provisions, conditions, representations, warranties,

covenants, and/or agreements contained in the Loan Agreement, as prohibited under Section 7.1(b) and/or (f) of the Loan Agreement, consisting of the following:

a. Financial Condition; No Adverse Change. Since the date of the most recent financial statements, there has been a material adverse change in the Borrower's business, priorities or condition (financial or otherwise), contrary to the representations under Section 5.6 of the Loan Agreement;

b. Litigation. Certain litigation has been commenced or threatened to be commenced against Borrower, contrary to the representations under Section 5.7 of the Loan Agreement;

c. Liens. The Collateral is not free and clear of all Liens other than Permitted Liens, contrary to the representations under Section 5.10 of the Loan Agreement;

d. Financial Solvency. Borrower is insolvent and/or not able to pay its debts as they mature, contrary to the representations under Section 5.18 of the Loan Agreement;

b. Permitted Liens. A judgment Lien encumbers Borrower's assets, as prohibited under the Loan Agreement including, without limitation, Section 6.3 of the Loan Agreement;

2. Insolvency. Borrower is insolvent and/or not able to pay its debts as they mature, as prohibited under Section 7.1(d) of the Loan Agreement; and

3. Material Adverse Change. There is a material adverse change in Borrower's business and financial condition, as prohibited under Section 7.1(n) of the Loan Agreement.

(collectively, the foregoing Events of Default are referred to herein as the "Specified Defaults").

The Specified Defaults are cumulative, and Lender does not waive or acquiesce to any other Event of Default under the Loan Documents, whether known or unknown, which may exist in addition to the Specified Defaults, and reserves its right to provide notice of any such other default at any time and exercise any right or remedy relating to such default.

C. ELECTION OF REMEDIES.

NOTICE IS FURTHER GIVEN that pursuant to Section 7.2 and other provisions of the Loan Agreement and other Loan Documents, Lender is hereby entitled to exercise any and all rights, remedies, powers, and privileges as provided in the Loan Agreement and other Loan Documents, at Lender's option an election (collectively, "Lender's Rights"), including without limitation, charging interest at a post-default rate as provided under the Loan Agreement, accelerating the Obligations, obtaining possession the Collateral, and proceeding with a public or private foreclosure disposition and sale of the Collateral under applicable law.

D. RESERVATION OF RIGHTS.

Notwithstanding this Notice or Lender's decision to exercise or refrain from exercising certain Lender's Rights against Borrower at the present time or [to continue] to make advances or provide financial accommodations to Borrower under the Loan Agreements at Lender's sole discretion, Lender expressly reserves (a) the right to charge any fees, costs, rates, or charges under any applicable provision of the Loan Documents, (b) the right to exercise in its discretion the determination of eligibility of inventory or the amount and types of reserves as provided in the Loan Documents, (c) all Lender's Rights not otherwise exercised by Lender at this present time, including, without limitation, the rights to terminate any of the Loan Agreements, accelerate and demand immediate payment of all obligations or amounts owed to Lender, commence legal action to enforce collection thereof, and realize upon Collateral, and (d) any right, at its option, election, and discretion, to exercise any other rights or remedies that Lender may have under the Loan Agreements, the Loan Documents, or applicable law. Further, no delay on the part of Lender in exercising any right, power, or privilege under the Loan Documents, this Notice, applicable law, or otherwise shall operate as a waiver of any right, power, or privilege in favor of or available to Lender, nor shall any single or partial exercise of any right, power, or privilege under the Loan Documents, this Notice, applicable law, or otherwise shall preclude other or further exercise of any right, power, or privilege by Lender. Lender reserves its right to amend or modify any of the terms set forth in this Notice.

Very truly yours,

BUXBAUM GROUP, LLC

By: 

Richard Ellis
Its Vice President

cc: Don Love, Guarantor (via certified U.S. Mail)