

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

**RECORDATION FORM COVER SHEET**  
**TRADEMARKS ONLY**

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

Tab settings  $\Rightarrow \Rightarrow \Rightarrow \nabla \nabla \nabla \nabla \nabla \nabla \nabla$

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

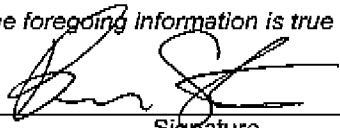
<p>1. Name of conveying party(ies):</p> <p><b>TARYN ROSE INTERNATIONAL, INC.</b></p> <p><input type="checkbox"/> Individual(s)                      <input type="checkbox"/> Association</p> <p><input type="checkbox"/> General Partnership              <input type="checkbox"/> Limited Partnership</p> <p><input checked="" type="checkbox"/> Corporation-State <b>CALIFORNIA</b></p> <p>Other</p> <p>Additional name(s) of conveying party(ies) attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies)</p> <p>Name: <b>BANK OF THE WEST</b></p> <p>Internal Address:            <b>ATTN: JENNIFER BANKS</b></p> <p>Street Address:    <b>300 SOUTH GRAND AVENUE, SUITE 700</b></p> <p>City: <b>LOS ANGELES</b>    State: <b>CA</b>    Zip: <b>90071</b></p> <p><input type="checkbox"/> Individual(s) citizenship</p> <p><input type="checkbox"/> Association</p> <p><input type="checkbox"/> General Partnership</p> <p><input type="checkbox"/> Limited Partnership</p> <p><input type="checkbox"/> Corporation-State</p> <p><input checked="" type="checkbox"/> Other <b>CALIFORNIA BANKING ASSOCIATION</b></p> <p><small>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No (Designations must be a separate document from assignment) Additional name(s) &amp; address(es) attached? <input type="checkbox"/> Yes <input type="checkbox"/> No</small></p>
<p>3. Nature of conveyance:</p> <p><input type="checkbox"/> Assignment                      <input type="checkbox"/> Merger</p> <p><input checked="" type="checkbox"/> Security Agreement              <input type="checkbox"/> Change of Name</p> <p>Other</p> <p>Execution Date:    <b>APRIL 25, 2005</b></p>	

<p>4. Application number(s) or registration number(s):</p> <p>A. Trademark Application No.(s)    <b>78/481,281</b></p>	<p>B. Trademark Registration No.(s)    <b>2,849,898 / 2,366,553</b></p>
<p>Additional number(s) attached <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	

<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Name    <b>BRIAN S. STERN, ESQ.</b></p> <p>Internal Address</p> <p style="text-align: center;"><b>PILLSBURY WINTHROP SHAW PITTMAN LLP</b></p> <p>Street Address:    <b>725 SOUTH FIGUEROA STREET SUITE 2800</b></p> <p>City: <b>LOS ANGELES</b>    State: <b>CA</b>    Zip: <b>90017-5406</b></p>	<p>6. Total number of applications and registrations involved: .....<b>3</b>.....</p> <p>7. Total fee (37 CFR 3.41).....\$ <b>90.00</b></p> <p><input type="checkbox"/> Enclosed</p> <p><input checked="" type="checkbox"/> Authorized to be charged to deposit account</p> <hr/> <p>8. Deposit account number:            <b>16-1805</b></p> <p><small>(Attach duplicate copy of this page if paying by deposit account)</small></p>
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**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.*

<b>BRIAN S. STERN</b>		<b>6/8/05</b>
Name of Person Signing	Signature	Date

Total number of pages including cover sheet, attachments, and document:    **9**

CH \$90.00 161805 78481281

1. Name of conveying party(ies):

**TARYN ROSE INTERNATIONAL, LLC**

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

Other **DELAWARE LIMITED LIABILITY COMPANY**

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

1. Name of conveying party(ies):

**TARYN ROSE**

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

Other

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

**INTELLECTUAL PROPERTY SECURITY AGREEMENT**

**THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT** (as may be amended, supplemented and otherwise modified from time to time, this "Agreement") is made and effective as of April 25, 2005, by **TARYN ROSE INTERNATIONAL, INC.**, a California corporation ("Inc."), **TARYN ROSE INTERNATIONAL, LLC**, a Delaware limited liability company ("LLC," and, collectively with Inc., the "Borrowers") and **TARYN ROSE**, an individual ("Taryn Rose" and together with Inc. and LLC, collectively, the "Grantor"), in favor of **BANK OF THE WEST** (the "Bank").

**RECITALS**

A. The Bank and the Borrowers have entered into that certain Credit Agreement dated as of April 25, 2005 (said Agreement, as it may hereafter be amended, restated, supplemented or otherwise modified from time to time, being called the "Credit Agreement"), the Borrowers' obligations under which have been guaranteed by Taryn Rose (the "Guaranty").

B. It is a condition precedent to the Bank's agreement to extend credit under the Credit Agreement that the Grantor shall have executed and delivered this Agreement to the Bank.

C. Terms defined in the Credit Agreement and not otherwise defined herein have the same respective meanings when used herein.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the Grantor and the Bank hereby agree as follows:

1. Grant. The Grantor hereby grants to the Bank, an absolute, present, unconditional, continuing first priority security interest in and to the Grantor's entire right, title and interest in and to the following property and rights (collectively, the "Collateral"):

(a) all trademarks, trademark registrations, interests under trademark license agreements, trade names, trademark applications, service marks, business names, trade styles, designs, logos and other source or business identifiers which are used in the United States or any other country (collectively, "Trademarks"), including those set forth on Schedule A attached hereto, including all licenses of the Trademarks, all goodwill associated with the Trademarks, all income, royalties, damages and payments now and hereafter due and/or payable with respect to any of the foregoing, including damages and payments for past, present or future infringements thereof, all rights to sue for infringement of the Trademarks and all product specification documents and production and quality control manuals used in the manufacture of products sold under or in connection with the Trademark;

(b) all letters patent, design patents, utility patents, inventions and trade secrets, patents and patent applications, whether used in the United States or any other country, and all interests under patent license agreements, including the inventions and improvements described and claimed therein (collectively, "Patents"), all licenses of the Patents, all income, royalties, damages and payments now and hereafter due and/or payable under and with respect

thereto, including damages and payments for past, present or future infringements thereof, rights to sue for infringement relating to the Patents;

(c) all web domain names, and all registration agreements, web hosting agreements, licenses, contract rights and general intangibles associated therewith; and.

(d) any and all products and proceeds of any of the foregoing.

2. Obligations Secured. This Agreement and the pledges made and security interests granted herein secure the prompt payment, in full in cash, and full performance of, all obligations of the Borrowers under the Credit Agreement and all obligations of Taryn Rose under the Guaranty (the "Obligations").

3. Requested Recordation. The Grantor authorizes and requests that the Commissioner of Patents and Trademarks (and any state, foreign or other authorities to which this Agreement is submitted) file and record this Agreement (and any corresponding or separate application forms of such jurisdiction) in order to publicly reflect the Bank's interest in the Collateral.

4. Covenants and Warranties. The Grantor represents, warrants, covenants and agrees as follows:

(a) The Grantor is now the sole owner of the Collateral, except for non-exclusive licenses granted by the Grantor to its customers in the ordinary course of business.

(b) Performance of this Agreement does not conflict with or result in a breach of any other agreement to which the Grantor is party or by which it is bound.

(c) The Grantor will not transfer or otherwise encumber any interest in the Collateral, except for non-exclusive licenses granted by the Grantor in the ordinary course of business.

(d) Each Patent and Trademark owned by the Grantor as of the date hereof is set forth on Schedule A attached hereto.

(e) Each of the registered Patents and Trademarks is valid and enforceable, and no part of the Collateral has been judged invalid or unenforceable, in whole or in part, and no claim has been made that any part of the Collateral violates the rights of any third party.

(f) The Grantor shall (i) protect, defend and maintain the validity and enforceability of the Trademarks and Patents, (ii) use its best efforts to detect infringements of the Trademarks and Patents and promptly advise the Bank in writing of material infringements detected and (iii) not allow any Trademarks or Patents to be abandoned, forfeited or dedicated to the public without the written consent of the Bank.

(g) This Agreement creates, and in the case of after acquired Collateral, this Agreement will create at the time the Grantor first has rights in such after acquired Collateral, in favor of the Bank a valid and perfected first priority security interest in the Collateral in the

United States securing the payment and performance of the Obligations upon making the filings referred to in clause 3 above.

(h) No authorization, approval or other action by, and no notice to or filing with, any U.S. governmental authority of U.S. regulatory body is required either (i) for the grant by the Grantor of the security interest granted hereby or for the execution, delivery or performance of this Agreement by the Grantor in the U.S. or (ii) for the perfection in the United States or the exercise by the Bank of its rights and remedies thereunder.

5. Remedies. Upon the occurrence and continuance of an Event of Default, the Bank shall have the right to exercise all the remedies of a secured party under the California Uniform Commercial Code. The Bank shall have a nonexclusive, royalty free license to use the Patents and Trademarks in order to permit the Bank to exercise its rights and remedies upon the occurrence of an Event of Default, including its rights and remedies with respect to other collateral referred to in the Credit Agreement. The Grantor will pay the expenses (including reasonable attorneys' fees) incurred by the Bank in connection with the exercise of any of the Bank's rights hereunder, including without limitation any expense incurred in disposing of the Collateral. All of the Bank's rights and remedies with respect to the Collateral, as well as the collateral referred to in the Credit Agreement, shall be cumulative.

6. Further Assurances. At any time and from time to time, at the written request of the Bank, the Grantor shall execute and deliver to the Bank, at the Grantor's expense, all such financing statements and other instruments, certificates and documents in form and substance satisfactory to the Agent, and perform all such other reasonable acts as shall be necessary or desirable to fully perfect or protect or maintain, when filed, recorded, delivered or performed, the Bank's security interests granted pursuant to this Agreement or to enable the Bank to exercise and enforce its rights and remedies hereunder with respect to any Collateral.

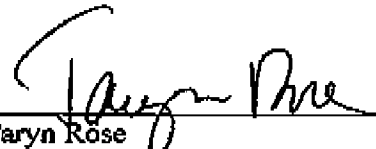
7. Amendments. This Agreement may be amended only by a written instrument signed by both parties hereto.

8. Miscellaneous. This Security Agreement may be executed in any number of counterparts with the same effect as if all the signatures on such counterparts appeared on one document; each such counterpart will be deemed to be an original but all counterparts together will constitute one and the same instrument. In the event that any provisions of this Security Agreement are deemed to conflict with the Credit Agreement, the provisions of the Credit Agreement shall govern. This Security Agreement shall be governed by and construed in according to the laws of the State of California without regard to conflict of law principles.

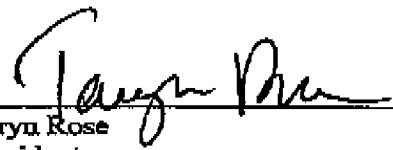
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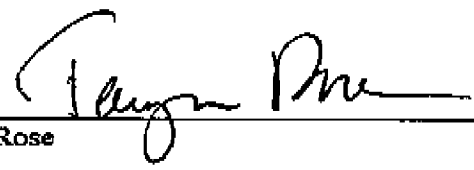
**IN WITNESS WHEREOF**, the Grantor has executed this Security Agreement as of the date first written above.

**TARYN ROSE INTERNATIONAL, INC.**

By:   
Name: Taryn Rose  
Title: President

**TARYN ROSE INTERNATIONAL, LLC**

By:   
Name: Taryn Rose  
Title: President

  
Taryn Rose

**SCHEDULE A**

**SCHEDULE A**

**PATENT COLLATERAL**

**I. Patents**

<u>Patent Number</u>	<u>Country</u>	<u>Issue Date</u>	<u>Title</u>
429,063	U.S.A.	08/08/2000	insole for footwear.

**II. Pending Patent Applications**

<u>Patent Title</u>	<u>Atty. Docket Number</u>	<u>Country</u>	<u>Serial Filing Number</u>	<u>Date</u>	<u>Status</u>
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**III. Patent Licenses**

<u>Patent No.</u>	<u>Country</u>	<u>Licensor</u>	<u>Licensee</u>	<u>Effective Date</u>	<u>Expiration Date</u>
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TRADEMARK COLLATERALI. Registered Trademarks

<u>Trademark Description</u>	<u>Country/Filing Office</u>	<u>Registration Number</u>
T (stylized)	U.S.A.	2849898
Taryn Rose	Austria	191606
Taryn Rose	China (Peoples Republic)	3435408
Taryn Rose	Germany	30031789
Taryn Rose	European Community	003006913
Taryn Rose	Japan	4709420
Taryn Rose	U.S.A.	2366553

II. Pending Trademark Applications

<u>Trademark Description</u>	<u>Atty. Docket Number</u>	<u>Country</u>	<u>Serial Number</u>	<u>Filing Date</u>	<u>Status</u>
Misc. Design (Rose Design)	061703.4040	European Community	4330817	03/09/2005	Pending.
Misc. Design (Rose Design)	061703.4041	Japan	2005020527	03/09/2005	Pending.
Misc. Design (Rose Design)	061703.4042	Canada	1249917	03/09/2005	Pending.
Misc. Design (Rose Design)	061703.2040	U.S.A.	78481281	09/09/2004	Pending.
Taryn Rose	061703.4015	Brazil	825256461	01/23/2003	Published.
Taryn Rose	061703.4011	Canada	1165274	01/20/2003	Pending.



**III. Trademark Licenses**

<u>Registration Number</u>	<u>Mark</u>	<u>Country</u>	<u>Licensor</u>	<u>Licensee</u>	<u>Effective Date</u>	<u>Expiration Date</u>
None.						

IP Security Agreement

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