

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
Nicole Shades, LLC		08/16/2005	limited liability company: DELAWARE
RECEIVING PARTY DATA			
Name:	Hilco Financial, LLC, as Administrative Agent		
Street Address:	5 Revere Drive		
Internal Address:	Suite 206		
City:	Northbrook		
State/Country:	ILLINOIS		
Postal Code:	60062		
Entity Type:	limited liability company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2557760	J ALEXANDER	
CORRESPONDENCE DATA			
Fax Number:	(312)577-4752		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Email:	penelope.johnson@kattenlaw.com		
Correspondent Name:	Penelope S. Johnson		
Address Line 1:	525 W. Monroe		
Address Line 2:	c/o Katten Muchin Rosenman LLP		
Address Line 4:	Chicago, ILLINOIS 60661		
NAME OF SUBMITTER:	Penelope S. Johnson		
Signature:	/Penelope S. Johnson/		
Date:	08/22/2005		

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Total Attachments: 3

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**SECURITY AGREEMENT (INTELLECTUAL PROPERTY)
TRADEMARKS**

WHEREAS, NICOLE SHADES, LLC, a Delaware limited liability company (the "Grantor") 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 Grantor, has entered into a Security Agreement, dated August 16, 2005 (as the same may be amended, restated, supplemented or otherwise modified and in effect from time to time, the "Security Agreement"), in favor of Hilco Financial, LLC, in its capacity as Administrative Agent for certain lenders (the "Grantee");

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Grantee for the benefit of the Grantee and the lenders a continuing security interest in all right, title and interest of the Grantor 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 prompt and complete payment, performance and observance of the Obligations (as defined in the Security Agreement); and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby pledge and grant to the Grantee for the benefit of the Grantee and the lenders a continuing security interest in the Collateral to secure the prompt and complete payment, performance and observance of the Obligations.

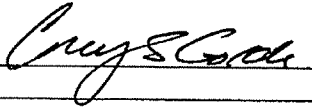
The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

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- Signature page follows -

IN WITNESS WHEREOF, the Grantor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of August __, 2005.

NICOLE SHADES, LLC, a Delaware limited liability company

By: 
Name: _____
Title: _____

SCHEDULE 1A TO SECURITY AGREEMENT (INTELLECTUAL PROPERTY)

Registered Trademarks:

<u>MARK</u>	<u>REGISTRATION NUMBER</u>
J Alexander	2557760

Trademark Applications:

NONE