

Form PTO-1594 (Rev. 07/05)  
OMB Collection 0651-0027 (exp. 6/30/2008)

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):**

IM LLC - I

- Individual(s)
- General Partnership
- Corporation- State: \_\_\_\_\_
- Other Limited Liability Company
- Association
- Limited Partnership

Citizenship (see guidelines) \_\_\_\_\_

Additional names of conveying parties attached?  Yes  No

**3. Nature of conveyance /Execution Date(s) :**

Execution Date(s) August 12, 2005

- Assignment
- Security Agreement
- Other \_\_\_\_\_
- Merger
- Change of Name

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes  No

Name: Firsttrust Bank  
 Internal  
 Address: Suite B-100  
 Street Address: 928 Jaymor Road  
 City: Southampton  
 State: Pennsylvania  
 Country: USA Zip: 18966

- Association Citizenship \_\_\_\_\_
- General Partnership Citizenship \_\_\_\_\_
- Limited Partnership Citizenship \_\_\_\_\_
- Corporation Citizenship \_\_\_\_\_
- Other PA Savings Bank Citizenship Pennsylvania, USA

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)

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2,923,240

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: David M. Perry, Esquire

Internal Address: 9th Floor

Street Address: One Logan Square

City: Philadelphia

State: PA Zip: 19103-6998

Phone Number: 215-569-5767

Fax Number: 215-832-5767

Email Address: perry@blankrome.com

**6. Total number of applications and registrations involved:**

1

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 40.00**

- 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 02-2555

Authorized User Name David M. Perry

**9. Signature:**



Signature

August 18, 2005

Date

David M. Perry

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 8

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

CH \$40.00 022555 2923240

**EXECUTION COPY****ASSIGNMENT FOR SECURITY****(TRADEMARKS)**

WHEREAS, IM LLC - I, a Delaware limited liability company (the "Assignor"), with a principal place of business at 86 West 3<sup>rd</sup> Street, New York, New York 10012, has adopted, used and is using 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 (collectively, the "Trademarks");

WHEREAS, the Assignor has entered into a Trademark Security Agreement dated as of August 12, 2005 (the "Security Agreement") in favor of Firsttrust Bank, a Pennsylvania savings bank (the "Lender"), with offices at 928 Jaymor Road, Suite B-100, Southampton, Pennsylvania 18966; and

WHEREAS, pursuant to the Security Agreement, the Assignor has granted to the Assignee a lien on and security interest in all right, title and interest of the Assignor in, to and under the Trademarks, together with 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 (the "Collateral"), to secure the payment, performance and observance of the Obligations (as defined in the Loan and Security Agreement described in the Security Agreement).

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Assignor does hereby grant to the Assignee a lien on and security interest in the Collateral to secure the prompt payment, performance and 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.

This Assignment can be waived, modified, amended, terminated or discharged only explicitly in a writing signed by the Lender.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of August 12, 2005.

IM LLC - I

By: 

Name: Gerald Katzoff

Title: operating manager

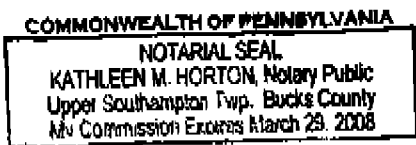
*Signature Page to Assignment (Trademarks)*

TRADEMARK

REEL: 003176 FRAME: 0304

STATE OF PA )  
 ) ss.:  
 COUNTY OF Bucks )

On this 28 day of July, 2005, before me personally came <sup>Gerald</sup>KATZOFF, to me known to be the person who executed the foregoing instrument, and who, being duly sworn by me, did depose and say that he is the owner/manager of IM LLC-I, a Delaware limited liability company, and that he executed the foregoing instrument in the firm name of IM LLC-I, and that he had authority to sign the same, and he acknowledged to me that he executed the same as the act and deed of said firm for the uses and purposes therein mentioned.



Kathleen M. Horton  
 Notary Public

SCHEDULE 1A TO ASSIGNMENT FOR SECURITY  
(TRADEMARKS AND TRADEMARK APPLICATIONS)

Trademark:	Application/Registration No.:
Il Mulino	2,923,240

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