

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT																																													
NATURE OF CONVEYANCE:	Short Form Trademark Security Agreement																																													
CONVEYING PARTY DATA																																														
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 30%;">Name</th> <th style="width: 30%;">Formerly</th> <th style="width: 20%;">Execution Date</th> <th style="width: 20%;">Entity Type</th> </tr> <tr> <td>Pony International, LLC</td> <td></td> <td>11/10/2005</td> <td>LIMITED LIABILITY COMPANY: CALIFORNIA</td> </tr> </table>	Name	Formerly	Execution Date	Entity Type	Pony International, LLC		11/10/2005	LIMITED LIABILITY COMPANY: CALIFORNIA																																						
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Serial Number:	76401861	CITY WINGS
Serial Number:	76396808	CITY WINGS
Serial Number:	76472250	MY LITTLE PONY
Serial Number:	73512558	MY LITTLE PONY
Serial Number:	78715061	PONY
Serial Number:	78715546	PONY
Serial Number:	76424773	PONY
Serial Number:	76424187	PONY
Serial Number:	76424186	PONY
Serial Number:	76376981	PONY
Serial Number:	76376982	PONY
Serial Number:	76424774	PONY
Serial Number:	76424184	PONY
Serial Number:	73529785	PONY
Serial Number:	76377047	PONY
Serial Number:	76377048	PONY
Serial Number:	75215272	PONY
Serial Number:	76301158	PONY GIRL
Serial Number:	78378141	PONY HALL OF FAME
Serial Number:	76424188	PONY
Serial Number:	76376979	PONY
Serial Number:	73011177	PONY
Serial Number:	76376980	PONY
Serial Number:	75214990	PONY
Serial Number:	76376983	PONY
Serial Number:	76424185	PONY
Serial Number:	76376984	PONY
Serial Number:	76519608	PONY.ARCHIVE
Serial Number:	78278005	PONY.COMPETE
Serial Number:	76519609	PONY.MOVE
Serial Number:	76519610	PONY.STYLE
Serial Number:	78595373	RISE UP NOW
Serial Number:	78595381	RISE UP NOW WITH PONY

CORRESPONDENCE DATA

TRADEMARK
REEL: 003194 FRAME: 0018

Fax Number: (310)203-7199
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: (310) 277-1010
Email: mcohen@irell.com
Correspondent Name: Jane Shay Wald, Esq.
Address Line 1: 1800 Avenue of the Stars
Address Line 2: Suite 900
Address Line 4: Los Angeles, CALIFORNIA 90067

ATTORNEY DOCKET NUMBER:	159408-7001-KEND
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DOMESTIC REPRESENTATIVE

Name:
Address Line 1:
Address Line 2:
Address Line 3:
Address Line 4:

NAME OF SUBMITTER:	Jane Shay Wald
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Signature:	/JaneShayWald/
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Date:	11/14/2005
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Total Attachments: 8
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SHORT FORM TRADEMARK SECURITY AGREEMENT

THIS SHORT FORM TRADEMARK SECURITY AGREEMENT (this "Agreement") dated as of November 10, 2005, is made between PONY INTERNATIONAL, LLC, a California limited liability company ("**Debtor**") and REAL POWER GROUP LIMITED, an entity incorporated in the British Virgin Islands ("**Secured Party**") with reference to the following:

WHEREAS, Debtor and the Secured Party have entered into that certain Loan Agreement, dated as of the date hereof (the "**Loan Agreement**"); and

WHEREAS, as security for the payment and performance of Debtor's obligations under the Loan Agreement (the "**Obligations**"), Debtor and the Secured Party have entered into that certain Trademark Security Agreement dated as of the date hereof (the "**Security Agreement**");

NOW THEREFORE, for good and valuable consideration the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

1. Grant of Security Interest. As security for the payment and performance of the Obligations, Debtor hereby assigns and conveys (as collateral security) to Secured Party, and grants to Secured Party a continuing security interest in and mortgage on, all of Debtor's right, title and interest in, to and under the following property, in each case whether now or hereafter existing or arising or in which Debtor now has or hereafter owns, acquires or develops an interest and wherever located (collectively, the "**Collateral**");

a. All state (including common law), federal and foreign trademarks, service marks and trade names, and applications for registration of such trademarks, service marks and trade names (but excluding each application to register any trademark, service mark or other mark prior to the filing under applicable law of a verified statement of use (or the equivalent) for such trademark or service mark), as are listed on Schedule A and Schedule B, and all licenses relating to any of the foregoing and all income and royalties with respect to any licenses (including, without limitation, such licenses as are described in Schedule C), whether registered or unregistered and wherever registered, all rights to sue for past, present or future infringement or unconsented use thereof, all rights arising therefrom and pertaining thereto and all reissues, extensions and renewals thereof;

b. The entire goodwill of or associated with the businesses now or hereafter conducted by Debtor connected with and symbolized by any of the properties and assets described in clause (i) above;

c. All general intangibles and all intangible intellectual or other similar property of Debtor of any kind or nature, associated with or arising out of any of the properties and assets described in clauses (i) and (ii) above, and not otherwise described therein; and

d. All proceeds of any and all of the properties and assets described in clauses (i), (ii) and (iii) above (including license royalties, rights to payment, accounts receivable and proceeds of infringement suits, except for such accounts receivable to the

extent they are subject to liens or security interests the documentation for which entered into prior to the date hereof prohibits further liens or security interests without the consent of the secured party or lienholder thereof) and, to the extent not otherwise included in such clauses, all payments under insurance (whether or not Secured Party is the loss payee thereof) or any indemnity, warranty or guaranty payable by reason of loss or damage to or otherwise with respect to any of the properties and assets described in clauses (i), (ii) and/or (iii) above and/or this clause (iv).

2. Continuing Security Interest. This Agreement will create a continuing security interest in the Collateral and shall remain in full force and effect until indefeasible payment or other performance in full of each and all of the Obligations (the "**Termination Date**"). Upon the occurrence of the Termination Date, the security interest in the Collateral created under this Agreement (and this Agreement in its entirety) shall automatically terminate, whereupon the Secured Party shall promptly execute such documents and instruments as Debtor shall reasonably require to evidence such termination.

3. Representations and Warranties. Debtor represents and warrants to the Secured Party that:

a. A true and correct list of all of the existing Collateral consisting of U.S. trademarks, trademark registrations or applications owned by Debtor, in whole or in part, is set forth in Schedule A. A true and correct list of all the existing Collateral consisting of trademarks, trademark registrations or applications owned by Debtor outside the United States is set forth in Schedule A and Schedule B. A true and correct list of all licenses of all trademarks owned by Debtor, together with the name or names and addresses of the licensees, are set forth on Schedule C.

b. The provisions of this Agreement are effective to grant to the Secured Party a valid security interest in the Collateral enforceable against Debtor in all of Debtor's right, title and interest in and to the Collateral.

c. Debtor has the full power and authority to enter into this Agreement and grant the Secured Party a valid security interest in the Collateral.

4. Further Acts. On a continuing basis, Debtor shall make, execute, acknowledge and deliver, and file and record in the proper filing and recording places, all such instruments and documents, and take all such action as may be necessary or advisable or may be requested by Secured Party to carry out the intent and purposes of this Agreement, or for assuring, confirming or protecting the grant or perfection of the security interest granted or purported to be granted hereby, to ensure Debtor's compliance with this Agreement or to enable Secured Party to exercise and enforce its rights and remedies hereunder with respect to the Collateral, including any documents for filing with the PTO or any applicable state office. Secured Party may record this Agreement describing Secured Party's interest in the Collateral with the PTO, at the expense of Debtor.

5. Remedies Upon Event of Default. Upon the occurrence of any Event of Default (as defined in the Loan Agreement), the Secured Party shall have all of the rights and remedies in any jurisdiction in which enforcement hereof is sought, in addition to any

and all other rights and remedies under all applicable laws, the rights and remedies of a secured party under the Uniform Commercial Code of the State of California and any additional rights and remedies which may be provided to a secured party in any jurisdiction in which Collateral is located, including, without limitation, the right to take possession of the Collateral.

6. General. Debtor and the Secured Party acknowledge and agree that this Agreement is being executed in accordance with and is subject to all of the terms and conditions of the Loan Agreement and the Security Agreement, and the rights and remedies of the Secured Party with respect to the security interest granted herein are without prejudice to, and are cumulative to those set forth in the Loan Agreement, the Security Agreement or any other security document referred to therein, all terms and provisions of which are incorporated herein by reference. To the extent that any provision of this Agreement conflicts with any provision of the Loan Agreement or the Security Agreement, the provision giving Secured Party greater rights or remedies shall govern. This Agreement shall be governed by, and construed in accordance with, the law of the State of California, except as required by mandatory provisions of law or to the extent the perfection or priority of the security interests hereunder, or the remedies hereunder, in respect of any Collateral are governed by the law of a jurisdiction other than California. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement. Delivery of an executed counterpart of this Agreement by facsimile shall be equally as effective as delivery of a manually executed counterpart.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have dully executed this Agreement, as of the date first above written.

DEBTOR

PONY INTERNATIONAL, LLC,
a California limited liability company

By: Global Brand Marketing Inc.
Its: Manager

By: _____
Title: President

SECURED PARTY

REAL POWER GROUP LIMITED, an entity
incorporated in the British Virgin Islands

By: _____
Title: _____

SHORT FORM
TRADEMARK SECURITY AGREEMENT

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DEBTOR

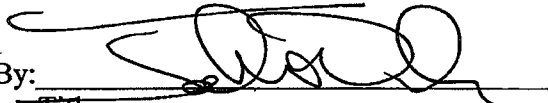
PONY INTERNATIONAL, LLC,
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By: Global Brand Marketing Inc.
Its: Manager

By: _____
Title: President

SECURED PARTY

REAL POWER GROUP LIMITED, an entity
incorporated in the British Virgin Islands

By: 
Title: _____

SHORT FORM
TRADEMARK SECURITY AGREEMENT

**PONY INTERNATIONAL, LLC
ACTIVE U.S. TRADEMARKS
AS OF 11/14/05**

TrademarkName	TrademarkStatus	AppNumber	FileDate	RegDate	RegNumber	NextRenewalDate	Class
CHEVRON (4706)	Published	76424182	24-Jun-2002				9
CHEVRON (4706)	Published	78323134	04-Nov-2003				18
CHEVRON (4706)	Published	78323148	04-Nov-2003				25
CHEVRON (4706)	Published	76424183	24-Jun-2002				28
CHEVRON (4706)	Registered	78323142	04-Nov-2003	02-Nov-2004	2899929	02-Nov-2014	25
CHEVRON (4714)	Registered	78323146	04-Nov-2003	02-Nov-2004	2899930	02-Nov-2014	25
CHEVRON (4752)	Registered	73247809	28-Jan-1980	06-Apr-1982	1193225	06-Apr-2012	25
CHEVRON (4758)	Registered	73226124	06-Aug-1979	18-Jan-1983	1224322	18-Jan-2013	25
CHEVRON (4842)	Registered	73380543	18-Aug-1982	17-Jul-1984	1286086	17-Jul-2014	25
CHEVRON (4901)	Registered	73380542	18-Aug-1982	17-Jul-1984	1286085	17-Jul-2014	25
CHEVRON (4908)	Published	76461199	24-Oct-2002				25
CHEVRON (5333)	Registered	75214975	18-Dec-1996	14-Aug-2001	2478265	14-Aug-2011	18, 25
CITY WINGS	Registered	76396809	18-Apr-2002	28-Jan-2003	2680800	28-Jan-2013	25
CITY WINGS & DESIGN (4910)	Published	76401861	30-Apr-2002				25
CITY WINGS & DESIGN (4910)	Registered	76396808	18-Apr-2002	20-May-2003	2717274	20-May-2013	25
MY LITTLE PONY	Published	76472250	04-Dec-2002				18
MY LITTLE PONY	Registered	73512558	07-Dec-1984	07-Jan-1986	1377333	07-Jan-2006	25

**PONY INTERNATIONAL, LLC
ACTIVE U.S. TRADEMARKS
AS OF 11/14/05**

TrademarkName	TrademarkStatus	AppNumber	FileDate	RegDate	RegNumber	NextRenewalDate	Class
PONY	Pending	78715061	16-Sep-2005				35
PONY	Pending	78715546	19-Sep-2005				35
PONY	Published	76424773	24-Jun-2002				9
PONY	Published	76424187	24-Jun-2002				14
PONY	Published	76424186	24-Jun-2002				28
PONY	Registered	76376981	01-Mar-2002	29-Jul-2003	2741220	29-Jul-2013	18
PONY	Registered	76376982	01-Mar-2002	24-Dec-2002	2666380	24-Dec-2012	25
PONY & CHEVRON (4754)	Published	76424774	24-Jun-2002				9
PONY & CHEVRON (4754)	Published	76424184	24-Jun-2002				28
PONY & CHEVRON (4754)	Registered	73529785	01-Apr-1985	27-May-1986	1394817	27-May-2006	14
PONY & CHEVRON (4754)	Registered	76377047	01-Mar-2002	05-Aug-2003	2746335	05-Aug-2013	18
PONY & CHEVRON (4754)	Registered	76377048	01-Mar-2002	31-Dec-2002	2668890	31-Dec-2012	25
PONY & CHEVRON (5331)	Registered	75215272	18-Dec-1996	14-Aug-2001	2478267	14-Aug-2011	18, 25
PONY GIRL	Published	76301158	17-Aug-2001				25
PONY HALL OF FAME	Published	78378141	03-Mar-2004				25
PONY STYLIZED (4704)	Published	76424188	24-Jun-2002				28
PONY STYLIZED (4704)	Registered	76376979	01-Mar-2002	31-Aug-2004	2878297	31-Aug-2014	18

**PONY INTERNATIONAL, LLC
ACTIVE U.S. TRADEMARKS
AS OF 11/14/05**

TrademarkName	TrademarkStatus	AppNumber	FileDate	RegDate	RegNumber	NextRenewalDate	Class
PONY STYLIZED (4704)	Registered	73011177	17-Jan-1974	25-May-1976	1040116	25-May-2006	25
PONY STYLIZED (4704)	Registered	76376980	01-Mar-2002	24-Dec-2002	2666379	24-Dec-2012	25
PONY STYLIZED (5332)	Registered	75214990	18-Dec-1996	14-Aug-2001	2478266	14-Aug-2011	18, 25
PONY WITH CHEVRON OVER 'O' (4906)	Published	76376983	01-Mar-2002				25
PONY WITH CHEVRON OVER 'O' (4906)	Published	76424185	24-Jun-2002				28
PONY WITH CHEVRON OVER 'O' (4906)	Registered	76376984	01-Mar-2002	05-Aug-2003	2746334	05-Aug-2013	18
PONY.ARCHIVE	Published	76519608	20-May-2003				25
PONY.COMPETE	Published	78278005	22-Jul-2003				18, 25, 28
PONY.MOVE	Published	76519609	20-May-2003				25
PONY.STYLE	Published	76519610	20-May-2003				25
RISE UP NOW	Pending	78595373	25-Mar-2005				25
RISE UP NOW WITH PONY	Pending	78595381	25-Mar-2005				25