TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
US Balloon Manufacturing Co., Inc.		10/31/2005	CORPORATION: NEW YORK

RECEIVING PARTY DATA

Name:	Israel Discount Bank of New York
Street Address:	511 Fifth Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10017
Entity Type:	Banking Corporation: NEW YORK

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	2540488	CLIP-N-WEIGHT
Registration Number:	1403271	AMERITEX
Registration Number:	1350802	U.S. BALLOON
Registration Number:	1409598	BELLY BEARS
Registration Number:	2059679	MASS CUSTOMIZATION

CH $140.00 2540488

CORRESPONDENCE DATA

Fax Number: (866)459-2899
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 202-783-2700
Email: pagodoa@federalresearch.com
Correspondent Name: CBCInnovis dba Federal Research
Address Line 1: 1023 Fifteenth Street, NW, Suite 401
Address Line 2: attn: Penelope J.A. Agodoa
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

NAME OF SUBMITTER:	Penelope J.A. Agodoa

Signature:	/pja/
Date:	12/02/2005

Total Attachments: 10
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Form **PTO-1594** (Rev. 03/05)
OMB Collection 0651-0027 (exp. 6/30/2005)

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):
US BALLOON MANUFACTURING CO., INC.

☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☑ Corporation- State: NEW YORK
☐ Other

Citizenship (see guidelines)
Additional names of conveying parties attached? ☐ Yes ☑ No

2. Name and address of receiving party(ies)
Additional names, addresses, or citizenship attached? ☐ Yes ☑ No

Name: ISRAEL DISCOUNT BANK OF NEW YORK
Internal Address:
Street Address: 511 Fifth Avenue
City: New York
State: NY
Country: U.S.A. Zip: 10017
☐ Association Citizenship
☐ General Partnership Citizenship
☐ Limited Partnership Citizenship
☐ Corporation Citizenship
☑ Other Citizenship
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)

3. Nature of conveyance)/Execution Date(s) :
Execution Date(s) October 31, 2005
☐ Assignment ☐ Merger
☑ Security Agreement ☐ Change of Name
☐ Other

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)
See Schedule II to Intellectual Property Security Agreement
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: Loeb & Loeb LLP
Internal Address: attn: Loukia Harris, Legal Assistant
Street Address: 345 Park Avenue
City: New York
State: NY Zip: 10154
Phone Number: 212-407-4149
Fax Number: 212-214-0439
Email Address: lharris@loeb.com

6. Total number of applications and registrations involved: 5

7. Total fee (37 CFR 2.6(b)(6) & 3.41) $
☐ 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
Authorized User Name

9. Signature: Loukia Harris 11/09/2005
Signature Date
Loukia Harris
Name of Person Signing
Total number of pages including cover sheet, attachments, and document: 10

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of October 31, 2005 (this "Agreement"), is made by US BALLOON MANUFACTURING CO., INC., a New York corporation ("Grantor"), in favor of ISRAEL DISCOUNT BANK OF NEW YORK ("Lender").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Loan and Security Agreement dated as of the date hereof by and between Grantor, various other borrowers named therein (Grantor and such other borrowers, collectively, the "Borrowers") and Lender (as from time to time amended, restated, supplemented or otherwise modified, the "Loan Agreement"), Lender has agreed to provide certain financial accommodations for the benefit of Borrowers; and

WHEREAS, Lender is willing to make such financial accommodations as provided for in the Loan Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Lender this Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in to the Loan Agreement and the following terms shall have the following meanings, unless the context otherwise requires:

"Copyrights" shall mean all copyrights and rights and interests in copyrights and works protectable by copyright and all renewals and extensions thereof, all copyright registrations and applications for registration of any such copyrights in the United States of America or any other country, including, without limitation, (a) all copyrights, distribution rights, licenses, and any and all other rights or interests in copyrights in the works listed on Schedule III attached hereto and made a part hereof, (b) all works based upon, incorporated in, derived from, incorporating or relating to all works covered by copyright and (c) all tangible property embodying the copyrights or such copyrights materials.

"Copyright Licenses" shall mean the copyright license agreements of Grantor designated on Schedule III hereto, as any of the same may from time to time be amended, modified or supplemented.

"Patents" shall mean all right, title and interest in and to the patent applications and patents shown in the attached Schedule I and those patents which are hereafter obtained or acquired by Grantor and all registrations, applications and recordings thereof, including, without limitation, all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, and all applications, registrations and recordings in the United States Patent and

Trademark Office or in any similar office or agency of the United States, or any State thereof, or any foreign country, all whether now owned or hereafter acquired by Grantor.

"Patent Licenses" shall mean the patent license agreements of Grantor designated on Schedule I hereto, as any of the same may from time to time be amended, modified or supplemented.

"Trademarks" shall mean the registered trademarks and pending applications shown in the attached Schedule II, and those trademarks which are hereafter adopted or acquired by Grantor, and all right, title and interest therein and thereto, and all registrations, applications, and recordings thereof, including, without limitation, applications, registrations and recordings in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof, or any foreign country, all whether now owned or hereafter acquired by Grantor.

"Trademark Licenses" shall mean the trademark license agreements of Grantor designated on Schedule II hereto, as any of the same may from time to time be amended, modified or supplemented.

2. GRANT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY COLLATERAL. To secure the complete and timely payment of all the Obligations of Borrowers now or hereafter existing from time to time, Grantor hereby pledges and grants to Lender a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Intellectual Property Collateral"):

(a) all of its Patents and Patent Licenses;

(b) all of its Trademarks and Trademark Licenses;

(c) all of its Copyrights and Copyright Licenses;

(d) all reissues, continuations or extensions of the foregoing;

(e) all goodwill of the business connected with the use of, and symbolized by, each Patent, each Patent License, each Trademark, each Trademark License, each Copyright and each Copyright License; and

(f) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Patent or Patent licensed under any Patent License, (ii) injury to the goodwill associated with any Patent or any Patent licensed under any Patent License, (iii) infringement or dilution of any Trademark or Trademark licensed under any Trademark License, (iv) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License, (v) infringement or dilution of any Copyright or Copyright licensed under any Copyright License, and (vi) injury to the goodwill associated with any Copyright or any Copyright licensed under any Copyright License.

3. REPRESENTATIONS AND WARRANTIES. Grantor represents and warrants that Grantor does not have any interest in, or title to, any Patent, Trademark or Copyright except as set forth in Schedule I, Schedule II and Schedule III, respectively, hereto. This Agreement is effective to create a valid and continuing Lien on and, upon the filing hereof with the United States Patent and Trademark Office and the United States Copyright Office, perfected security interests in favor of Lender in all of Grantor's Patents, Trademarks and Copyrights and such perfected security interests are enforceable as such as against any and all creditors of, and purchasers from, Grantor. Upon filing of this Agreement with the United States Patent and Trademark Office and the United States Copyright Office and the filing of appropriate financing statements, all action necessary or desirable to protect and perfect Lender's Lien on Grantor's Patents, Trademarks and Copyrights shall have been duly taken.

4. COVENANTS. Grantor covenants and agrees with Lender that from and after the date of this Agreement and until the Obligations have been paid in full in cash and the Loan Agreement has been irrevocably terminated:

(a) Grantor shall notify Lender immediately if it knows or has reason to know that any application or registration relating to any Patent, Trademark or Copyright (now or hereafter existing) may become abandoned or dedicated, or of any adverse determination or development (including the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office, the United States Copyright Office or any court) regarding Grantor's ownership of any Patent, Trademark or Copyright, its right to register the same, or to keep and maintain the same.

(b) In no event shall Grantor, either directly or through any agent, employee, licensee or designee, file an application for the registration of any Patent, Trademark or Copyright with the United States Patent and Trademark Office, the United States Copyright Office or any similar office or agency without giving Lender prior written notice thereof, and, upon request of Lender, Grantor shall execute and deliver a supplement hereto (in form and substance satisfactory to Lender) to evidence Lender's Lien on such Patent, Trademark or Copyright, and the general intangibles of Grantor relating thereto or represented thereby.

(c) Grantor shall take all actions necessary or requested by Lender to maintain and pursue each application, to obtain the relevant registration and to maintain the registration of each of the Patents or Trademarks (now or hereafter existing), including the filing of applications for renewal, affidavits of use, affidavits of noncontestability and opposition and interference and cancellation proceedings.

(d) In the event that any of the Intellectual Property Collateral is infringed upon, or misappropriated or diluted by a third party, Grantor shall notify Lender promptly after Grantor learns thereof. Grantor shall, unless it shall reasonably determine that such Intellectual Property Collateral is in no way material to the conduct of its business or operations, promptly sue for infringement, misappropriation or dilution and to recover any and all damages for such infringement, misappropriation or dilution, and shall take such other actions as Lender shall deem appropriate under the circumstances to protect such Intellectual Property Collateral.

5. SECURITY AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Lender pursuant to the Loan Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Lender with respect to the security interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

6. REINSTATEMENT. This Agreement shall remain in full force and effect and continue to be effective should any petition be filed by or against Grantor for liquidation or reorganization, should Grantor become insolvent or make an assignment for the benefit of any creditor or creditors or should a receiver or trustee be appointed for all or any significant part of Grantor's assets, and shall continue to be effective or be reinstated, as the case may be, if at any time payment and performance of the Obligations, or any part thereof, is, pursuant to applicable law, rescinded or reduced in amount, or must otherwise be restored or returned by any obligee of the Obligations, whether as a "voidable preference," "fraudulent conveyance," or otherwise, all as though such payment or performance had not been made. In the event that any payment, or any part thereof, is rescinded, reduced, restored or returned, the Obligations shall be reinstated and deemed reduced only by such amount paid and not so rescinded, reduced, restored or returned.

7. NOTICES. Whenever it is provided herein that any notice, demand, request, consent, approval, declaration or other communication shall or may be given to or served upon any of the parties by any other party, or whenever any of the parties desires to give and serve upon any other party any communication with respect to this Agreement, each such notice, demand, request, consent, approval, declaration or other communication shall be in writing and shall be given in the manner, and deemed received, as provided for in the Loan Agreement.

8. TERMINATION OF THIS SECURITY AGREEMENT. Subject to Section 6 hereof, this Intellectual Property Security Agreement shall terminate upon payment of the Obligations in full in cash and the irrevocable termination of the Loan Agreement.

[Signature Page to Follow]

TRADEMARK
REEL: 003204 FRAME: 0262

IN WITNESS WHEREOF, Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

US BALLOON MANUFACTURING CO., INC.

By:_____
Name: Michael Isaacs
Title: President

ACCEPTED and ACKNOWLEDGED by:

ISRAEL DISCOUNT BANK OF NEW YORK

By:_____
Name:
Title:

By:_____
Name:
Title:

NY444066

IN WITNESS WHEREOF, Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

US BALLOON MANUFACTURING CO., INC.

By:_____
Name: Michael Isaacs
Title: President

ACCEPTED and ACKNOWLEDGED by:

ISRAEL DISCOUNT BANK OF NEW YORK

By:_____
Name: Mark Rainer
Title: Rvp

By:_____
Name: Neal Lander
Title: VP

NY444066

SCHEDULE I

to

INTELLECTUAL PROPERTY SECURITY AGREEMENT

I. PATENT REGISTRATIONS

Patent	Reg. No.	Date
	NONE	

II. PATENT APPLICATIONS

Patent	Application No.	Date
	NONE	

III. PATENT LICENSES

Name of Agreement	Date of Agreement	Parties
	NONE	

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10/26/2005 lh

SCHEDULE II

to

INTELLECTUAL PROPERTY SECURITY AGREEMENT

I. TRADEMARK REGISTRATIONS

Mark	Reg. No.	Date	Country
Clip-N-Weight	2,540,488	02/19/2002	U.S.A.
Ameritex	1,403,271	07/29/1986	U.S.A.
U.S. Balloon	1,350,802	10/28/1983	U.S.A.
Belly Bears	1,409,598	09/16/1986	U.S.A.
Mass Customization	2,059,679	05/06/1997	U.S.A.

II. TRADEMARK APPLICATIONS

Mark	Application No.	Date	Country
	NONE		

III. TRADEMARK LICENSES

Type of Agreement	Parties
License Agreement	Florists' Transworld Delivery Inc. (for the name "Soft Sentiments')

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10/26/2005 lh

SCHEDULE III

to

INTELLECTUAL PROPERTY SECURITY AGREEMENT

I. COPYRIGHT REGISTRATIONS

Copyright	Reg. No.	Date
	NONE	

II. COPYRIGHT APPLICATIONS

Copyright	Application No.	Date
	NONE	

III. COPYRIGHT LICENSES

Name of Agreement	Date of Agreement	Parties
	NONE	

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