

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
Scoop Management LLC		01/18/2006	LIMITED LIABILITY COMPANY: 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 Corp: NEW YORK

PROPERTY NUMBERS Total: 16

Property Type	Number	Word Mark
Registration Number:	2934465	BLEND IT
Registration Number:	3043890	SCOOP KIDS
Registration Number:	2912564	SCOOP
Registration Number:	2912565	SCOOP
Registration Number:	2912561	SCOOP
Registration Number:	2912562	SCOOP
Registration Number:	2912560	SCOOP
Registration Number:	2912563	SCOOP
Registration Number:	2912559	SCOOP
Registration Number:	2927491	SCOOP
Registration Number:	2922305	THE ULTIMATE CLOSET
Registration Number:	3005428	SCOOP STARTING YOUNG
Serial Number:	76567600	SCOOP

CH \$415.00 2934465

Serial Number:	78346944	SCOOP - VEGAS
Serial Number:	76572546	THE ULTIMATE CLOSET
Serial Number:	76600479	MEAT

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

ATTORNEY DOCKET NUMBER:	351154
NAME OF SUBMITTER:	Penelope J.A. Agodoa
Signature:	/pja/
Date:	02/08/2006

Total Attachments: 14
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of January 18, 2006 (this "Agreement"), is made by Scoop Management LLC, a New York limited liability company, Scoop East LLC, a New York limited liability company, Scoop Soho LLC, a New York limited liability company, Scoop Beach LLC, a New York limited liability company, Scoop LI LLC, a New York limited liability company, Scoop Long Island LLC, a New York limited liability company, Scoop Shore Club LLC, a Florida limited liability company, Scoop 14 LLC, a New York limited liability company, Scoop CT LLC, a Connecticut limited liability company, Scoop Web LLC, a New York limited liability company, Scoop Chicago Merger LLC, an Illinois limited liability company, Scoop Chicago Inc., an Illinois limited liability company, Scoop IL Merger LLC, an Illinois limited liability company and Scoop Las Vegas LLC, a Nevada limited liability company (each, a "Grantor" and collectively, the "Grantors"), in favor of ISRAEL DISCOUNT BANK OF NEW YORK ("Lender").

WITNESSETH:

WHEREAS, pursuant to that certain Loan and Security Agreement dated as of November 18, 2003 by and among Grantors and Lender (as from time to time amended, restated, supplemented or otherwise modified, the "Loan Agreement"), Lender provides certain financial accommodations for the benefit of Grantors;

WHEREAS, Grantors and Lender are entering into that certain Consent, Waiver and Amendment Agreement dated as of the date hereof (the "Consent Agreement"); and

WHEREAS, Lender is willing to continue make such financial accommodations as provided for in the Loan Agreement and enter into the Consent Agreement, but only upon the condition, among others, that each 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, each 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.

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“Copyright Licenses” shall mean the copyright license agreements of each 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 each 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 Grantors.

“Patent Licenses” shall mean the patent license agreements of each 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 each 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 each Grantor.

“Trademark Licenses” shall mean the trademark license agreements of each 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 Grantors now or hereafter existing from time to time, each Grantor hereby pledges and grants to Lender a continuing first priority security interest in all of such 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 such 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. Each Grantor represents and warrants that such 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 each 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, any 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 each Grantor's Patents, Trademarks and Copyrights shall have been duly taken.

4. COVENANTS. Each 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) Such 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 such 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 such 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, such 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 such Grantor relating thereto or represented thereby.

(c) Such 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.

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(d) In the event that any of the Intellectual Property Collateral is infringed upon, or misappropriated or diluted by a third party, such Grantor shall notify Lender promptly after such Grantor learns thereof. Such 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. Each 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 any Grantor for liquidation or reorganization, should any 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 any 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.

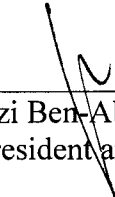
8. TERMINATION OF THIS SECURITY AGREEMENT. Subject to Section 6 hereof, this Intellectual Property Security Agreement shall terminate upon payment of the Obligations in full in cash and the irrevocable termination of the Loan Agreement.

[Signature Page to Follow]

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

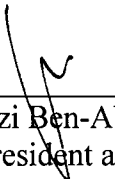
SCOOP MANAGEMENT LLC

By: Scoop Management Inc., its managing member

By: 
Name: Uzi Ben-Abraham
Title: President and Chief Executive Officer

SCOOP EAST LLC
SCOOP IL MERGER LLC

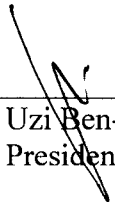
By: Scoop Management Inc., their sole member

By: 
Name: Uzi Ben-Abraham
Title: President and Chief Executive Officer

- SCOOP LI LLC
- SCOOP BEACH LLC
- SCOOP 14 LLC
- SCOOP SHORE CLUB LLC
- SCOOT CT LLC
- SCOOP WEB LLC
- SCOOP SOHO LLC
- SCOOP LAS VEGAS LLC
- SCOOP CHICAGO MERGER LLC
- SCOOP LONG ISLAND LLC

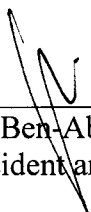
By: Scoop Management LLC, their sole member

By: Scoop Management Inc., its managing member

By: 
Name: Uzi Ben-Abraham
Title: President and Chief Executive Officer

[Additional Signature Page to Follow]

SCOOP CHICAGO INC.

By: 
Name: Uzi Ben-Abraham
Title: President and Chief Executive Officer

ACCEPTED and ACKNOWLEDGED by:

ISRAEL DISCOUNT BANK OF NEW YORK

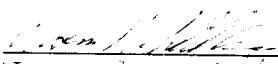
By: _____
Name:
Title:

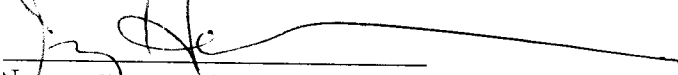
By: _____
Name:
Title:

SCOOP CHICAGO INC.

By: _____
Name: Uzi Ben-Abraham
Title: President and Chief Executive Officer

ACCEPTED and ACKNOWLEDGED by:
ISRAEL DISCOUNT BANK OF NEW YORK

By: 
Name: Richard A. Williams
Title: AVP

By: 
Name: Jerry Hectum
Title: SVP I

SCHEDULE I

to

INTELLECTUAL PROPERTY SECURITY AGREEMENT

I. PATENT REGISTRATIONS

<u>Owner</u>	<u>Patent</u>	<u>Reg. No.</u>	<u>Date</u>
	NONE		

II. PATENT APPLICATIONS

<u>Owner</u>	<u>Patent</u>	<u>Application No.</u>	<u>Date</u>
	NONE		

III. PATENT LICENSES

<u>Owner</u>	<u>Name of Agreement</u>	<u>Date of Agreement</u>	<u>Parties</u>
	NONE		

SCHEDULE II

to

INTELLECTUAL PROPERTY SECURITY AGREEMENT

I. TRADEMARK REGISTRATIONS

<u>Owner</u>	<u>Mark</u>	<u>Reg. No.</u>	<u>Date</u>	<u>Country</u>
Scoop Management LLC	BLEND IT	2,934,465	03/22/2005	U.S.A.
Scoop Management LLC	SCOOP KIDS	3,043,890	01/17/2006	U.S.A.
Scoop Management LLC	SCOOP PLUS DESIGN	2,912,564	12/21/2004	U.S.A.
Scoop Management LLC	SCOOP PLUS DESIGN	2,912,565	12/21/2004	U.S.A.
Scoop Management LLC	SCOOP PLUS DESIGN	2,912,561	12/21/2004	U.S.A.
Scoop Management LLC	SCOOP PLUS DESIGN	2,912,562	12/21/2004	U.S.A.
Scoop Management LLC	SCOOP PLUS DESIGN	2,912,560	12/21/2004	U.S.A.
Scoop Management LLC	SCOOP PLUS DESIGN	2,912,563	12/21/2004	U.S.A.
Scoop Management LLC	SCOOP PLUS DESIGN	2,912,559	12/21/2004	U.S.A.
Scoop Management LLC	SCOOP PLUS DESIGN	2,927,491	02/22/2005	U.S.A.
Scoop Management LLC	SCOOP THE ULTIMATE CLOSET PLUS DESIGN	2,922,305	02/01/2005	U.S.A.
Scoop Management LLC	SCOOP STARTING YOUNG PLUS LOGO	3,005,428	10/11/2002	U.S.A.
Scoop Management LLC	WHATS THE SCOOP PLUS DESIGN	4888224	08/19/2005	JAPAN
Scoop Management LLC	SCOOPKIDS PLUS DESIGN	4888225	08/19/2005	JAPAN
Scoop Management LLC	SCOOPSTREET PLUS DESIGN	4888226	08/19/2005	JAPAN
Scoop Management LLC	SCOOP NYC PLUS LOGO	538026	09/22/2005	SWITZERLAND

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II. TRADEMARK APPLICATIONS

<u>Owner</u>	<u>Mark</u>	<u>Application No.</u>	<u>Date</u>	<u>Country</u>
Scoop Management LLC	SCOOP PLUS DESIGN (Intent to Use)	76/567,600	12/30/2003	U.S.A.
Scoop Management LLC	SCOOP VEGAS	78/346,944	12/30/2003	U.S.A.
Scoop Management LLC	THE ULTIMATE CLOSET	76/572,546	01/27/2004	U.S.A.
Scoop Management LLC	MEAT	76/600,479	07/02/2004	U.S.A.
Scoop Management LLC	SCOOP KIDS			U.S.A.
Scoop Management LLC	SCOOP PLUS DESIGN	1210492	04/13/2004	CANADA
Scoop Management LLC	SCOOP PLUS DESIGN	4009280	05/12/2004	CHINA
Scoop Management LLC	SCOOP PLUS DESIGN	3810686	04/30/2004	CTM
Scoop Management LLC	SCOOP NYC PLUS DESIGN		03/02/2005	JAPAN
Scoop Management LLC	WHATS THE SCOOP AND SCOOP STREET		08/17/2005	CHINA
Scoop Management LLC	WHATS THE SCOOP AND SCOOP STREET		08/17/2005	HONG KONG
Scoop Management LLC	WHATS THE SCOOP AND SCOOP STREET		08/17/2005	TAIWAN
Scoop Management LLC	SCOOP NYC PLUS DESIGN			AUSTRALIA
Scoop Management LLC	SCOOP NYC PLUS DESIGN			SAUDIA ARABIA
Scoop Management LLC	SCOOP NYC PLUS DESIGN			DUBAI-UNITED ARAB EMIRATES
Scoop Management LLC	SCOOP NYC PLUS DESIGN			KUWAIT

III. TRADEMARK LICENSES

<u>Owner</u>	<u>Name of Agreement</u>	<u>Date of Agreement</u>	<u>Parties</u>
	NONE		

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SCHEDULE III

to

INTELLECTUAL PROPERTY SECURITY AGREEMENT

I. COPYRIGHT REGISTRATIONS

<u>Owner</u>	<u>Copyright</u>	<u>Reg. No.</u>	<u>Date</u>
	NONE		

II. COPYRIGHT APPLICATIONS

<u>Owner</u>	<u>Copyright</u>	<u>Application No.</u>	<u>Date</u>
	NONE		

III. COPYRIGHT LICENSES

<u>Owner</u>	<u>Name of Agreement</u>	<u>Date of Agreement</u>	<u>Parties</u>
	NONE		

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