

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Amendment to Intellectual Property Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Keeco, LLC		12/28/2005	LIMITED LIABILITY COMPANY: CALIFORNIA
RECEIVING PARTY DATA			
Name:	GMAC Commercial Finance LLC		
Street Address:	5000 Shoreline Court, Suite 100		
City:	South San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94080		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2937698	I INITIALS BY KEECO	
CORRESPONDENCE DATA			
Fax Number:	(415)591-1400		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Email:	ggillen@winston.com		
Correspondent Name:	Grace Gillen c/o Winston & Strawn LLP		
Address Line 1:	101 California Street, Suite 3900		
Address Line 4:	San Francisco, CALIFORNIA 94111		
ATTORNEY DOCKET NUMBER:	81248.6		
NAME OF SUBMITTER:	Hill Blackett, III, Esq.		
Signature:	/Hill Blackett, III/		
Date:	02/13/2006		

CH \$40.00 2937698

Total Attachments: 6

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**AMENDMENT TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This AMENDMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT ("Amendment") dated as of December 28, 2005, is entered into by and between **KEECO, LLC.**, a California limited liability company ("Grantor"), in favor of **GMAC COMMERCIAL FINANCE LLC**, a Delaware limited liability company, ("Lender") from time to time parties to the Loan Agreement (as defined below).

RECITALS

A. Grantor and Lender are parties to that certain Loan and Security Agreement dated as of November 12, 2004, as amended (the "Loan Agreement"), pursuant to which Lender agreed to make certain financial accommodations to or for the benefit of Grantor upon the terms and conditions contained therein. Unless otherwise defined in this Amendment, capitalized terms used herein shall have the meanings given to them in the Loan Agreement, as amended.

B. Pursuant to the terms of the Loan Agreement and that certain Security Agreement dated as of November 12, 2004, between Grantor and Lender, Grantor executed and delivered to Lender that certain Intellectual Property Security Agreement dated as of November 12, 2004, (the "Intellectual Property Security Agreement"). Pursuant to the Intellectual Property Security Agreement, among other things, Grantor granted to Lender, a security interest in its patents, trademarks, and copyrights to secure its obligations to Lender under the Loan Agreement. All terms capitalized but not defined herein shall have the respective meanings set forth in the Loan Agreement.

C. Grantor and Lender are entering into this Amendment in order to reaffirm and continue in effect the Liens granted by Grantor under the Intellectual Property Security Agreement and, to the extent not granted in the Intellectual Property Security Agreement, to grant the Liens contemplated by this Amendment.

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 agree as follows:

1. Amendments to Intellectual Property Security Agreement.

1.1 Intellectual Property Security Agreement is supplemented to add the Trademarks and Trademark Licenses identified on **Schedule I** attached hereto.

1.3 Intellectual Property Security Agreement is supplemented to add the Copyrights identified on **Schedule II** attached hereto.

2. Acknowledgment and Confirmation of Security Interest. Grantor hereby confirms and ratifies its prior grant, 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 Intellectual Property.

3. Conditions of Effectiveness. This Amendment shall become effective upon Lender's receipt of an original of this Amendment that, when counterparts are taken together, bear the signatures of Grantor and Lender.

3. Representations and Warranties. Grantor hereby represent and warrant to Lender as follows: (i) the representations and warranties contained in the Intellectual Property Security Agreement were true and correct in all material respects when made and, after giving effect to this Amendment, shall remain true and correct in all material respects as of the date hereof; and (ii) this Amendment, the Loan Agreement, the Intellectual Property Security Agreement as amended hereby, and the other Loan Documents constitute the legal, valid and binding obligations of Grantor, enforceable against Grantor in accordance with their respective terms.

4. Ratification. Except as specifically modified by this Amendment, the parties hereto acknowledge that the Loan Agreement and the Intellectual Property Security Agreement shall remain binding upon Grantor and Lender, and all provisions of the Loan Agreement and the Intellectual Property Security Agreement shall remain in full force and effect. Grantor expressly ratify and affirm their obligations to Lender under the Loan Agreement, the Intellectual Property Security Agreement and the other Loan Documents.

5. Miscellaneous.

5.1 Complete Agreement. The Intellectual Property Security Agreement, as modified and amended by this Amendment, together with the Loan Agreement, as amended, and the other Loan Documents, constitute the complete agreement between the parties, and supersede any prior written or oral agreements, writings, communications or understandings of the parties, with respect to the subject matter hereof or thereof.

5.2 Recitals. The recitals to this Amendment shall constitute a part of the agreement of the parties hereto.

5.3 Headings. Section headings used herein are for convenience of reference only, are not part of this Amendment, and are not to be taken into consideration in interpreting this Amendment.

5.4 Counterparts. This Amendment may be executed in identical counterpart copies, each of which shall be an original, but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Amendment by facsimile transmission shall be effective as delivery of a manually executed counterpart of this Amendment.

5.5 No Novation. Except as specifically set forth in this Amendment, the execution, delivery and effectiveness of this Amendment shall not (a) limit, impair, constitute a waiver by, or otherwise affect any right, power or remedy of Lender under the Loan Agreement, as amended, the Intellectual Property Security Agreement, as amended, or any other Loan Document, (b) constitute a waiver of any provision of the Loan Agreement, as amended, the Intellectual Property Security Agreement, as amended, or in any of the other Loan Documents, or (c) alter, modify, amend or in any way affect any of the terms, conditions, obligations, covenants or agreements contained in the Loan Agreement or the Intellectual

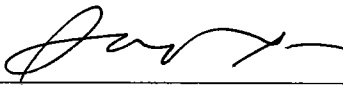
Property Security Agreement, all of which are ratified and affirmed in all respects and shall continue in full force and effect.

5.7 Conflict of Terms. In the event of any inconsistency between the provisions of this Amendment and any provision of the Intellectual Property Security Agreement, the terms and provisions of this Amendment shall govern and control.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to Intellectual Property Security Agreement to be duly executed and delivered as of the date and year first written above.

“Grantor”

KEECO, LLC

By: 
Name: SARA TSE
Title: SECRETARY

Agreed and Acknowledged by

"Lender"

GMAC COMMERCIAL FINANCE LLC

By: _____
Name: _____
Title: _____

Property Security Agreement, all of which are ratified and affirmed in all respects and shall continue in full force and effect.

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IN WITNESS WHEREOF, the parties hereto have caused this Amendment to Intellectual Property Security Agreement to be duly executed and delivered as of the date and year first written above.

"Grantor"

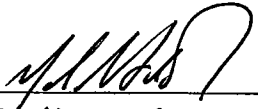
KEECO, LLC

By: _____
Name: _____
Title: _____

Agreed and Acknowledged by

"Lender"

GMAC COMMERCIAL FINANCE LLC

By:  _____
Name: Marie A. Tiro
Title: VICE PRESIDENT

SCHEDULE I

TO AMENDMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

TRADEMARKS

<u>MARK</u>	<u>REG. NO.</u>	<u>REG DATE</u>
INITIALS BY KEECO	2,937,698	APRIL 4, 2005

SCHEDULE II

TO AMENDMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

COPYRIGHTS

<u>TITLE</u>	<u>REG. NO.</u>	<u>REG. DATE</u>
SOFT STORY/CHAMPAGNE (O8D037R78MUL)	VA1-298-856	January 28, 2005
GYPSY DANCE (E8D0JXB)	VA1-298-851	January 28, 2005
S02-735/1	VA1-302-797	September 30, 2004
ALYSSA (B8VOD3B56GRN)	VA1-313-833	April 29, 2005
JCP05-0175/1	VA1-316-437	June 23, 2005
JCP05-0186/1	VA1-316-436	June 23, 2005
JCP05-0187/1	VA1-316-435	June 23, 2005
ALAINA (B8V02RB56MUL)	VA1-318-979	April 29, 2005
MAJORCA (O8100EA61ORG)	VA1-327-399	August 7, 2005
AMANDA (O81008B)	VA1-329-449	August 23, 2005
CHECKERBOARD DAISY (O8703EB77BLK)	VA1-331-630	August 8, 2005
OP7036A27MUL (NATURE'S WAY)	VA1-331-631	August 8, 2005
SALAMANCA (O8100CB61GRN)	VA1-331-632	August 8, 2005
CORSICA (O8100DB61RED)	VA1-331-633	August 8, 2005
JULIANNE (O81009B)	VA1-331-634	August 8, 2005
AALIYAH (O51002B)	VA1-331-635	August 8, 2005