TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Assignment

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Flight Club THC, LLC		01/30/2006	LIMITED LIABILITY COMPANY:

RECEIVING PARTY DATA

Name:	The CIT Group/Commercial Services, Inc.
Street Address:	1211 Avenue of the Americas
City:	New York
State/Country:	NEW YORK
Postal Code:	10036
Entity Type:	CORPORATION: NEW YORK

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	1559615	AVIREX
Serial Number:	78457216	AVIREX
Registration Number:	2941709	AVIREX DENIM SYSTEMS
Serial Number:	78488704	DENIM SYSTEMS
Registration Number:	2745794	A
Registration Number:	2199758	AVIREX
Registration Number:	2176570	AVIREX
Registration Number:	1291156	AVIREX
Registration Number:	2869856	AVX

CH $240.00 1559615

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:	351382
NAME OF SUBMITTER:	Penelope J.A. Agodoa
Signature:	/pja/
Date:	02/14/2006

Total Attachments: 14
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FORM PTO-1594
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RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
Flight Club THC, LLC
40 West 23rd Street
New York, NY 10010

☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☐ Corporation-State:
☒ Other Limited Liability Company

Additional name(s) of conveying party(ies) attached? ☐ Yes ☐ No

2. Name and address of receiving party(ies):
Name: The CIT Group/Commercial Services, Inc.
Internal Address:
Street Address: 1211 Avenue of the Americas
City: New York State: NY ZIP: 10036

☐ Individual(s) citizenship
☐ Association
☐ General Partnership
☐ Limited Partnership
☒ Corporation-State New York
☐ Other

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)
Additional Name(s) & address(es) attached? ☐ Yes ☒ No

3. Nature of conveyances:
☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Other

Execution Date: January 30, 2006

4. Application Number(s) or registration number(s):
A. Trademark Application.(s)
SEE ATTACHED SCHEDULE B

B. Trademark registration No.(s)
SEE ATTACHED SCHEDULE B

Additional numbers attached? ☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Federal Research Corporation
Internal Address: Attn: Penelope J.A. Agodoa
Federal Research Company, LLC
1023 15th Street, NW, Suite 401
Washington, DC 20005
202.783.2700
Street Address:
City: State: ZIP: 0004

6. Total number of applications and registrations involved: 9

7. Total fee (37 CFR 3.41): ..... $
☐ Enclosed
☐ Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document

Mark S. Cohen, Esq. — Name of Person Signing
Signature
February 08, 2006 — Date

Total number of pages including coversheet, attachments and document:

Mail documents to be recorded with required coversheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

AMENDED AND RESTATED GRANT OF SECURITY INTEREST IN PATENTS, TRADEMARKS AND LICENSES

THIS GRANT OF SECURITY INTEREST IN PATENTS, TRADEMARKS AND LICENSES (herein the "Agreement") made as of this 20th day of January, 2006, by **FLIGHT CLUB THC, LLC**, a New Jersey limited liability company having its principal place of business at 40 West 23rd Street, New York, NY 10010 (herein the "Company"), and **THE CIT GROUP/COMMERCIAL SERVICES, INC.**, a New York corporation ("CIT"), with offices at 1211 Avenue of the Americas, New York, New York 10036, CIT, as agent for Lenders (in such capacity, the "Agent").

WITNESSETH:

WHEREAS, the Company's affiliates, **ECKO.COMPLEX LLC, COMPLEX MEDIA, LLC, SWEAT EQUITY LABORATORIES, LLC, PHYSICAL SCIENCE LLC, ZOO YORK LLC, FEMME ARSENAL LLC, F-50, LLC., FLIGHT CLUB, LLC, BLONDIE AND ME, LLC ECKO DIRECT, LLC, DESIKO, LLC** and **MARC ECKO ENTERPRISES ACCESSORIES, LLC** (the "Clients"), Agent and Lenders are parties to an Amended and Restated Financing Agreement dated as of April 8, 2004 pursuant to which Agent and Lenders may make certain loans and advances to such affiliates, all as further set forth in the loan and security documents executed in connection therewith (as amended by Waiver and Amendment No. 1 to Financing Agreement dated as of April __, 2004, Amendment No. 2 dated as of July 1, 2004, Joinder, Waiver, Consent and Amendment No. 3 dated as of December 28, 2004 and Waiver, Consent and Amendment No. 4 dated as of December 30, 2005 ("Amendment No. 4"), and as the same may be further amended, restated, supplemented or otherwise modified from time to time, the "Financing Agreement");

WHEREAS, pursuant to Joinder and Reaffirmation of Amended and Restated Guaranty dated as of December 28, 2004, the Company adopted, and became a guarantor, under a certain Amended and Restated Guaranty dated as of September 10, 2003, of all of the Obligations of the Clients to Agent and Lenders under the Financing Agreement (the "Guaranty");

WHEREAS, to secure payment and performance of its obligations under the Guaranty, and as a condition precedent to the effectiveness of Amendment No. 4, the Company and Agent agreed to grant to Agent, for itself and for the ratable benefit of Lenders, a security interest in all of the Company's Intellectual Property Collateral (as defined herein);

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, and in order to induce Agent and the Lenders to continue to make loans to the Clients pursuant to the Financing Agreement, the Company agrees with Agent, for the benefit of the Lenders, as follows (and, in the case of attachments, in the forms attached hereto):

1. **Definitions.** Capitalized terms used herein and defined in the Financing Agreement shall have the meanings set forth therein unless otherwise specifically defined herein.

2. **Grant of Security Interest.** To secure the payment of the "Obligations" (as defined in the Financing Agreement and the Guaranty), the Company hereby grants to Agent for its benefit

and the benefit of Lenders a continuing first priority security interest, effective immediately, in all of the Company's right, title and interest in and to all of the following described property, whether now owned or hereafter acquired (collectively herein the "Intellectual Property Collateral"):

(i) Trademarks, trademark registrations, recordings and/or applications, tradenames, trade styles, service marks, prints and labels on which any of the foregoing have or may appear, designs, general intangibles pertaining to any of the foregoing, including, without limitation, the trademarks and applications, if any, listed on **Schedule B** attached hereto and made a part hereof, and any and all reissues and/or renewals thereof, and all income, royalties, damages and payments now and hereafter due and/or payable in connection therewith including, without limitation, damages and payments for past or future infringements thereof (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the "Trademark Collateral");

(ii) Patents and patent applications and/or registrations together with the inventions and improvements described and claimed therein including, without limitation, the patents and applications, if any, listed on **Schedule A**, attached hereto and made a part hereof, and any and all reissues and renewals thereof and all income, royalties, damages and payments now and hereafter due and/or payable in connection therewith including, without limitation, damages and payments for past or future infringements thereof (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the "Patent Collateral");

(iii) Any license agreement in which the Company is or becomes licensed to use any patents and/or trademarks owned by a third party including, without limitation, the licenses, if any, listed on **Schedule C** attached hereto and made a part hereof (all of the foregoing are sometimes referred to herein individually and/or collectively as the "License Collateral");

(iv) The goodwill of the Company's business connected with and symbolized by the Intellectual Property Collateral;

(v) Any and all of the Company's rights and interests in any of the foregoing as they relate to the Company's Accounts, Inventory, Equipment and General Intangibles, or any Collateral bearing any of the foregoing, including without limitation the right to sell Inventory, goods and property bearing or covered by any of the foregoing Intellectual Property; and

(vi) All cash and non-cash proceeds, royalties and income of the foregoing, including without limitation any amounts obtained pursuant to any infringement action.

3. **Agent's Rights**. Upon the occurrence of any Event of Default hereunder, Agent shall have all the rights and remedies of a secured party under the Uniform Commercial Code and any other applicable state or federal laws. Agent will give the Company reasonable notice of the time and place of any public sale of the Intellectual Property Collateral or the time after which any private sale of the Intellectual Property Collateral or any other intended disposition thereof is to be made. Unless otherwise provided by law, the requirement of reasonable notice shall be met if such notice is mailed, postage prepaid to the address of the Company set forth above at least ten (10) days before the date of such sale or disposition. In addition to the foregoing and all other rights and remedies of Agent upon the occurrence of any Event of

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Default hereunder, Agent shall thereupon have the immediate right to transfer to itself or to sell, assign and transfer to any other person all right, title and interest in and to all or any part of the Intellectual Property Collateral. A formal irrevocable power of attorney (in the form annexed hereto) is being executed and delivered by the Company to Agent concurrently with this Agreement to enable such rights to be carried out. The Company agrees that, in the event Agent exercises its rights hereunder and/or pursuant to said power of attorney in accordance with its terms, after written notification of such exercise from Agent to the Company, the Company shall never thereafter, without the prior written authorization of the owner or owners of such Intellectual Property Collateral, use any of such Intellectual Property Collateral. The condition of the foregoing provision is such that unless and until there occurs an Event of Default under this agreement, the Company shall continue to own and use the Intellectual Property Collateral in the normal course of their business and to enjoy the benefits, royalties and profits therefrom provided, however, that from and after the occurrence of an Event of Default such right will, upon the exercise by Agent of the rights provided by this agreement, be revoked and the right of the Company to enjoy the uses, benefits, royalties and profits of said Intellectual Property Collateral will wholly cease, whereupon Agent or its transferee(s) shall be entitled to all of the Company's right, title and interest in and to the Intellectual Property Collateral hereby so assigned. This Agreement will not operate to place upon Agent any duty or responsibility to maintain the Intellectual Property Collateral.

4. **Fees.** The Company will pay all filing fees with respect to the security interest created hereby which Agent may deem necessary or advisable in order to perfect and maintain the perfection of its security interest in the Intellectual Property Collateral.

5. **Representations and Warranties.** The Company represents and warrants: that the Company lawfully possess and own the Intellectual Property Collateral and that except for the security interest granted hereby, the Intellectual Property Collateral will be kept free from all liens, security interests, claims and encumbrances whatsoever; that the Company has not made or given any prior assignment, transfer or security interest in the Intellectual Property Collateral or any of the proceeds thereof; that the Intellectual Property Collateral is and will continue to be, in all respects, in full force and effect; and that there are no known infringements of the Intellectual Property Collateral. The Company agrees not to take any action inconsistent with the terms and intent hereof, provided that the Company may enter into licensing agreements in the ordinary course of its business on fair and reasonable terms, provided further that no Event of Default (as defined herein below) has occurred and that any such agreement does not adversely effect Agent's rights and interests hereunder. The Company hereby further agrees to provide notice to Agent of any hereafter acquired Intellectual Property Collateral, provided that any such Collateral shall be automatically subject to the terms hereof and provided that the Company shall take any such additional action as Agent shall reasonably request with respect thereto.

6. **Application of Proceeds.** The proceeds of any sale, transfer or disposition of the Intellectual Property Collateral shall be applied first to all costs and expenses, including, but not limited to, reasonable attorneys' fees and expenses and court costs, incurred by Agent in connection with such sale and the exercise of Agent's rights and remedies hereunder and under the Financing Agreement; next, such proceeds shall be applied to the payment, in whole or in part, of the Obligations in accordance with the terms of the Financing Agreement; and the balance, if any, shall be paid to the Company or as a court of competent jurisdiction may direct.

7. **Defense of Claims.** The Company will defend at its own cost and expense any action, claim or proceeding affecting the Intellectual Property Collateral or the interest of Agent therein.

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The Company agrees to reimburse Agent for all costs and expenses incurred by Agent in defending any such action, claim or proceeding.

8. **Rights Cumulative.** This Agreement shall be in addition to the Financing Agreement and Guaranty and shall not be deemed to affect, modify or limit the Financing Agreement or the Guaranty or any rights that Agent and Lenders have under the Financing Agreement and Guaranty. The Company agrees to execute and deliver to Agent (at the Company's expense) any further documentation or papers necessary to carry out the intent or purpose of this agreement including, but not limited to, financing statements under the Uniform Commercial Code.

9. **Construction and Invalidity.** Any provisions hereof contrary to, prohibited by or invalid under any laws or regulations shall be inapplicable and deemed omitted here from, but shall not invalidate the remaining provisions hereof.

10. **CHOICE OF LAW. THE COMPANY AGREES THAT THE VALIDITY, INTERPRETATION AND ENFORCEMENT OF THIS AGREEMENT AND ALL RIGHTS HEREUNDER SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK. THIS AGREEMENT TOGETHER WITH THE AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT OF THE COMPANY AND CIT WITH RESPECT TO THE INTELLECTUAL PROPERTY COLLATERAL, CAN ONLY BE CHANGED OR MODIFIED IN WRITING AND SHALL BIND AND BENEFIT THE COMPANY, CIT AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS. THE COMPANY AND AGENT EACH HEREBY EXPRESSLY WAIVES ANY RIGHT OF TRIAL BY JURY ON ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION ARISING HEREUNDER.**

11. **Events of Default.** Any of the following constitutes an Event of Default under this Agreement:

(i) The Company fails to perform or observe any agreement, covenant or condition required under this Agreement;

(ii) Any warranty or representation made by Company, in this Agreement shall be or becomes false or misleading in any material respect; or

(iii) The occurrence of any Event of Default under the Financing Agreement which is not waived in writing by Agent and Lenders.

12. **Notices.** The Company covenants and agrees that, with respect to the Intellectual Property Collateral, it will give Agent written notice in the manner provided in the Financing Agreement of:

(i) any claim by a third party that the Company has infringed on the rights of a third party;

(ii) any suspected infringement by a third party on the rights of the Company; or

(iii) any Intellectual Property Collateral created, arising or acquired by the Company after the date hereof.

13. **Further Assurances.** The Company will take any such action as Agent may reasonably require to further confirm or protect Agent's rights under this Agreement in the Intellectual

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Property Collateral. In furtherance thereof, the Company hereby grants to Agent a power of attorney coupled with an interest which shall be irrevocable during the term of this Agreement to execute any documentation or take any action on the Company's behalf required to effectuate the terms, provisions and conditions of this Agreement.

14. **Termination.** This Agreement shall terminate upon termination of the Financing Agreement and full, final and indefeasible payment in cash of all Obligations of the Clients thereunder. Upon the Clients' request, Agent shall within a reasonable time after any such termination execute and deliver to the Clients (at the Clients' expense) such documents and instruments as are reasonably necessary to evidence such termination and release of the security interest granted herein on any applicable public record.

15. **The Agent.** Each reference herein to any right granted to, benefit conferred upon, or power exercisable, exercised, or action taken by, the Agent shall be deemed to be a reference to the right granted to, benefit conferred upon, and power exercisable, exercised, and action taken by, the Agent in its capacity as Agent for the benefit of the Lenders, all as more fully set forth in the Financing Agreement.

[Remainder of page intentionally left blank]

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IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the 30 day of January, 2006.

Company:

FLIGHT CLUB THC, LLC

By: _____

Title: President

Agreed and Accepted this 30th day of January, 2006:

THE CIT GROUP/COMMERCIAL SERVICES, INC., as Agent

By: _____

Title: VP

TRADEMARK
REEL: 003247 FRAME: 0729

SCHEDULE A TO GRANT OF SECURITY INTEREST IN PATENTS, TRADEMARKS AND LICENSES
between
FLIGHT CLUB THC, LLC
and
THE CIT GROUP/COMMERCIAL SERVICES, INC.

U.S. PATENTS

Title	Patent No.	Issue Date
	NONE	

SCHEDULE B TO GRANT OF SECURITY INTEREST IN PATENTS,
TRADEMARKS AND LICENSES
between
FLIGHT CLUB THC, LLC
and
THE CIT GROUP/COMMERCIAL SERVICES, INC.

U.S. TRADEMARKS

See attached two page chart

COUNTRY	FILE NO.	TRADEMARK	CLASS	APP. NO.	FILING DATE	REG. NO.	REG. DATE	RENEWAL	STATUS
United States of America	S10414	AVIREX	14 18 26	73/745,601	08/10/1988	1,559,615	10/10/1989	10/10/2009	Registered
GOODS/SERVICES:									
IC 014: Jewelry and precious stones									
IC 018: Leather and imitation leather and articles made from these materials which are not included in other classes, namely travelling bags and luggage									
IC 026: Haberdashery articles, namely buttons, grommets, hooks and eyes, pins fasteners.									
United States of America	S10419	AVIREX (Stylized)	35	78/457,216	07/27/2004				Pending
GOODS/SERVICES:									
Retail clothing store services									
United States of America	S10418	AVIREX DENIM SYSTEMS	25	78/308,748	10/02/2003	2,941,709	04/19/2005	04/19/2015	Registered
GOODS/SERVICES:									
Denim ready-to-wear clothing and accessories for men and women, namely, shirts, blouses, t-shirts, sweaters, vests, skirts, dresses, jeans, pants, suits, blazers, raincoats, overcoats, swimsuits, shorts, gym shorts, sweatshirts, scarves, neckties, belts, suspenders, gloves, lingerie, undergarments, pajamas, nightgowns, hosiery, socks, leg-warmers and tights, footwear for men and women, namely, shoes, boots, sandals, athletic shoes, sneakers and slippers, headgear for men and women, namely, hats, caps, head wear and head bands									
United States of America	S10413	AVX	25	75/045,628	01/18/1996	2,869,856	08/03/2004	08/03/2014	Registered
GOODS/SERVICES:									
Wearing apparel, namely jackets, coats, pants, shirts, sweaters, shoes, sneakers, boots, hats and gloves for men and women									
United States of America	S10420	DENIM SYSTEMS	25	78/488,704	09/23/2004				Pending
GOODS/SERVICES:									
Clothing, namely shirts, blouses, t-shirts, sweaters, vests, skirts, dresses, jeans, pants, suits, blazers, raincoats, overcoats, swimsuits, athletic uniforms, scarves, neckties, belts, suspenders, gloves, lingerie, undergarments, pajamas, nightgowns, hosiery, socks, leg warmers and tights; footwear, namely shoes, boots, sandals, athletic shoes, sneakers and slippers; headgear, namely hats, caps, head wear and head bands									

Sughrue
SUGHRUE MION, PLLC

OWNER: **Flight Club THC, LLC**

COUNTRY	FILE NO.	TRADEMARK	CLASS	APP. NO.	FILING DATE	REG. NO.	REG. DATE	RENEWAL	STATUS
United States of America	S10412	A (Design)	25	76/151,366	10/20/2000	2,745,794	08/05/2003	08/05/2013	Registered
GOODS/SERVICES:									
Wearing apparel for men and women, namely, jackets, coats, pants, shirts, sweaters, shoes, sneakers, boots, hats, gloves									
United States of America	S10417	AVIREX	9	75/346,968	08/26/1997	2,199,758	10/27/1998	10/27/2008	Registered
GOODS/SERVICES:									
Optical goods, namely, eyeglasses, sunglasses, eyeglass cases, eyeglass frames and eyeglass lenses									
United States of America	S10415	AVIREX	16 18	75/293,300	05/16/1997	2,176,570	07/28/1998	07/28/2008	Registered
GOODS/SERVICES:									
IC 16: Pencils, ball point pens, fountain pens, erasers, pencil sharpeners, undergraduated rulers, pencil cases, pencil mug cases, paper baskets, adhesive stickers, exercise books, notebooks, text books, repertories, namely, file folders, telephone books, elastic document files, ring binders, agenda, desktop organizers, paperbook covers, gift wrapping paper, memo boards, diaries, photoalbums, writing papers, blotting pads, pencil and pen holders IC 18: Back packs, gym bags, sailor duffle bags, school bags, mesh or leather shopping bags, belt bags, wallets and change purses									
United States of America	S10416	AVIREX	25	73/306,766	04/20/1981	1,291,156	08/21/1984	08/21/2014	Registered
GOODS/SERVICES:									
Wearing Apparel-Namely, Jackets, Pants, Shoes, Boots, Sneakers, and Hats									

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SCHEDULE B TO GRANT OF SECURITY INTEREST IN PATENTS,
TRADEMARKS AND LICENSES
between
FLIGHT CLUB THC, LLC
and
THE CIT GROUP/COMMERCIAL SERVICES, INC.

NON-U.S. TRADEMARKS

INTENTIONALLY OMITTED

SCHEDULE C TO GRANT OF SECURITY INTEREST IN PATENTS, TRADEMARKS AND LICENSES
between
FLIGHT CLUB THC, LLC
and
THE CIT GROUP/COMMERCIAL SERVICES, INC.

U.S. LICENSES

Name	Registration No.	Registration Date
	NONE	

STATE OF NEW YORK)

COUNTY OF NEW YORK)

On January 30, 2006, before me, the undersigned, a notary public in and for said State, personally appeared Seth Gerszberg, known to me to be the President of FLIGHT CLUB THC, LLC, the limited liability company that executed the within instrument, and acknowledged to me that such limited liability company executed the within instrument pursuant to its operating agreement and a resolution of its board of managers.

WITNESS my hand and official seal.

Gregg Donnenfeld

Notary Public

Gregg Donnenfeld
Notary Public, State of New York
No. 02DO6134369
Qualified in New York County
Commission Expires 9 / 26 / 09