

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
EBW Opco, LLC		04/18/2006	CORPORATION: FLORIDA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	D.B. Zwirn Special Opportunities Fund, L.P.		
<b>Street Address:</b>	745 Fifth Avenue		
<b>Internal Address:</b>	18th Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10151		
<b>Entity Type:</b>	LIMITED PARTNERSHIP: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	78714653	EVERYTHING BUT WATER THE SWIMWEAR SOURCE	
<b>Registration Number:</b>	1419552	EVERYTHING BUT W-A-T-E-R	
<b>Registration Number:</b>	2348216	E EVERYTHING BUT WATER	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(949)823-6994		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	(949) 760-9600		
<b>Email:</b>	kgodfrey@omm.com		
<b>Correspondent Name:</b>	O'MELVENY & MYERS LLP (Kristin Godfrey)		
<b>Address Line 1:</b>	610 Newport Center Drive		
<b>Address Line 2:</b>	17th Floor		
<b>Address Line 4:</b>	Newport Beach, CALIFORNIA 92660		
<b>ATTORNEY DOCKET NUMBER:</b>	057,246-015		
<b>NAME OF SUBMITTER:</b>	Kristin Godfrey		

CH \$90.00 78714653

Signature:

/kmg/

Date:

04/18/2006

Total Attachments: 3

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ASSIGNMENT FOR SECURITY

TRADEMARKS

WHEREAS, EBW Opco, LLC (the "Assignor") has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the annexed Schedule 1A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Assignor has entered into a Security Agreement, dated as of April 18, 2006 (the "Security Agreement"), in favor of D.B. Zwirn Special Opportunities Fund, L.P., as collateral agent for certain lenders (the "Assignee");


WHEREAS, pursuant to the Security Agreement, the Assignor has assigned to the Assignee and granted to the Assignee for the benefit of the Lenders (as defined in the Security Agreement) a continuing security interest in all right, title and interest of the Assignor in, to and under the Trademarks, together with, among other things, the good-will of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Obligations (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor does hereby pledge, convey, sell, assign, transfer and set over unto the Assignee and grants to the Assignee for the benefit of the lenders a continuing security interest in the Collateral to secure the prompt payment, performance and for the benefit of the lenders observance of the Obligations.

The Assignor does hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of April 18, 2006.

EBW Opco, LLC

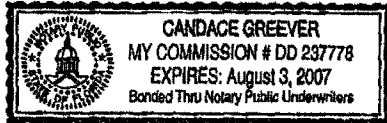
By:   
Name: Ann Tucker  
Title: Vice President

STATE OF Florida

SS.:

COUNTY OF Orange

On this 18<sup>th</sup> day of April, 2006, before me personally came Ann Tucker, to me known to be the person who executed the foregoing instrument, and who, being duly sworn by me, did depose and say that s/he is the Vice President of EBW Opco, LLC, a Delaware limited liability company, and that s/he executed the foregoing instrument in the firm name of EBW Opco, LLC, and that s/he had authority to sign the same, and s/he acknowledged to me that he executed the same as the act and deed of said firm for the uses and purposes therein mentioned.



Candace Greever

**SCHEDULE 1A TO ASSIGNMENT FOR SECURITY**

**TRADEMARKS**

<b>MARK</b>	<b>REG. NO.</b>	<b>REGISTRANT</b>
EVERYTHING BUT W-A-T-E-R and Design	1,419,552	EBW Opco, LLC
E EVERYTHING BUT WATER and Design	2,348,216	EBW Opco, LLC

**TRADEMARK APPLICATIONS**

<b>MARK</b>	<b>APP. NO.</b>	<b>APPLICANT</b>
EVERYTHING BUT WATER THE SWIMWEAR SOURCE	78/714,653	EBW Opco, LLC