

**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>
RGGD Inc.		05/03/2006	CORPORATION: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	PNC Bank, National Association		
<b>Street Address:</b>	2 North Lake Avenue, Suite 440		
<b>City:</b>	Pasadena		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	91101		
<b>Entity Type:</b>	National Association:		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	78822755	ESSENTIAL ART	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(213)630-5728		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Email:</b>	jhawke@buchalter.com		
<b>Correspondent Name:</b>	Jody Hawke		
<b>Address Line 1:</b>	1000 Wilshire Boulevard, Suite 1500		
<b>Address Line 4:</b>	Los Angeles, CALIFORNIA 90017-2457		
<b>ATTORNEY DOCKET NUMBER:</b>	P6322-0006		
<b>NAME OF SUBMITTER:</b>	Jody Hawke		
<b>Signature:</b>	/Jody Hawke/		
<b>Date:</b>	05/05/2006		

Total Attachments: 2

**900048351**

**TRADEMARK  
 REEL: 003303 FRAME: 0703**

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**MEMORANDUM OF SECURITY INTEREST  
IN INTELLECTUAL PROPERTY**

RGGD, INC., a California corporation, whose address is 3359 East 50th Street, Vernon, California 90058 ("Debtor") hereby acknowledges that it has granted to PNC BANK, NATIONAL ASSOCIATION, as Agent, whose address is 2 North Lake Avenue, Suite 440, Pasadena, California 91101 (the "Secured Party"), a security interest in and to all of the Debtor's right, title and interest in and to the trademark and trademark registrations and applications therefor which are identified on Exhibit A attached hereto and herein incorporated by this reference (the "Trademarks"), together with the goodwill and assets of the business to which such Trademarks are appurtenant and all actions for infringement concerning the foregoing.

The terms and conditions of the aforementioned security interest are contained in that certain Revolving Credit, Term Loan and Security Agreement dated as of October 27, 2005 (the "Agreement"), entered into between the Debtor and Secured Party, among others, as security for the Obligations as set forth in the Agreement and other agreements referred to therein. Nothing contained in this Memorandum of Security Interest in Intellectual Property shall be construed as a present or absolute assignment of any of the collateral nor as limiting any interest which Secured Party may have in any other collateral described in the Agreement or otherwise.

IN WITNESS WHEREOF, the undersigned has duly executed this document as of the 3 day of May, 2006.

RGGD, INC.,  
a California corporation

By: James B. Eren  
Title: VIP and CFO

Exhibit A

Trademarks

<u>Mark</u>	<u>Reg. No/Serial No.</u>	<u>Reg. Date/Appl. Date</u>
Essential Arts	78-822,755	February 24, 2006