

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Intellectual Property Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Barbizon International LLC		05/18/2006	LIMITED LIABILITY COMPANY: FLORIDA
Barbizon USA LLC		05/18/2006	LIMITED LIABILITY COMPANY: FLORIDA

RECEIVING PARTY DATA

Name:	Webster Bank, National Association
Street Address:	281 Tresser Blvd.
Internal Address:	4th Floor
City:	Stamford
State/Country:	CONNECTICUT
Postal Code:	06901
Entity Type:	Banking Association:

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	902816	BARBIZON
Registration Number:	1458769	TRAIN TO BE A MODEL OR...JUST LOOK LIKE ONE
Registration Number:	1460365	TRAIN TO BE A MODEL. (OR...JUST LOOK LIKE ONE)
Registration Number:	2870112	GET DISCOVERED..! DID !
Registration Number:	2914634	BE A MODEL...OR JUST LOOK LIKE ONE!
Registration Number:	2914716	BARBIZON BE A MODEL...OR JUST LOOK LIKE ONE!
Serial Number:	78437574	BARBIZON
Serial Number:	78437566	BARBIZON

CORRESPONDENCE DATA

Fax Number: (202)728-0744
 Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

CH \$215.00 902816

Phone: 2028350240
Email: daved.alexander@thomson.com
Correspondent Name: CSC
Address Line 1: 1133 Avenue of the Americas
Address Line 2: Ste 3100
Address Line 4: New York City, NEW YORK 10036

NAME OF SUBMITTER:	Daved Alexander
Signature:	/Daved Alexander/
Date:	06/05/2006

Total Attachments: 6

source=Intellectual Property Security Agmt#page1.tif
source=Intellectual Property Security Agmt#page2.tif
source=Intellectual Property Security Agmt#page3.tif
source=Intellectual Property Security Agmt#page4.tif
source=Intellectual Property Security Agmt#page5.tif
source=Intellectual Property Security Agmt#page6.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the "IP Security Agreement") dated May 18, 2006, is made by Barbizon International LLC and Barbizon USA LLC (collectively, the "Debtor"), in favor of Webster Bank, National Association, as Agent (the "Secured Party").

WHEREAS, the Debtor has entered into a Security Agreement dated as of even date herewith (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), with the Secured Party. Terms defined in the Security Agreement and not otherwise defined herein are used herein as defined in the Security Agreement;

WHEREAS, under the terms of the Security Agreement, the Debtor has granted a security interest in, among other property, certain intellectual property of the Debtor to the Secured Party, and has agreed as a condition thereof to execute this IP Security Agreement covering such intellectual property for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and other governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Debtor agrees as follows:

SECTION 1. Grant of Security. The Debtor hereby grants to the Secured Party a security interest in and to all of the Debtor's right, title and interest in and to the following (the "Collateral"):

(i) The United States patents, patent applications; and patent licenses set forth in Schedule A hereto (as such Schedule A may be supplemented from time to time by supplements to the Security Agreement and this IP Security Agreement (an "IP Security Agreement Supplement"), executed and delivered by such Debtor to the Secured Party from time to time), together with all reissues, divisions, continuations, continuations-in-part, extensions and reexaminations thereof, and all rights therein provided by international treaties or conventions (the "Patents");

(ii) The United States trademark and service mark registrations, applications, and licenses set forth in Schedule B hereto (as such Schedule B may be supplemented from time to time by supplements to the Security Agreement and IP Security Agreement Supplements executed and delivered by the Debtor to the Secured Party from time to time), (the "Trademarks");

(iii) The copyrights, United States copyright registrations and applications and copyright licenses set forth in Schedule C hereto (as such Schedule C may be supplemented from time to time by supplements to the Security Agreement and IP Security Agreement Supplements executed and delivered by the Debtor to the Secured Party from time to time) (the "Copyrights");

(iv) any and all claims for damages for past, present and future infringement, misappropriation or breach with respect to the Patents, Trademarks and Copyrights, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(v) any and all proceeds of the foregoing.

SECTION 2. Recordation. The Debtor authorizes and requests that the Register of Copyrights, the Commissioner of Patents and Trademarks and any other applicable government officer record this IP Security Agreement.

SECTION 3. Execution in Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 4. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. The Debtor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Secured Party with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, the Debtor has caused this Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

BARBIZON INTERNATIONAL LLC.

By: 

Name: Barry Rotenberg
Title: Member

BARBIZON USA LLC

By: 

Name: Barry Rotenberg
Title: Member

Address for Notices:

3111 North University Drive
Suite 406
Coral Springs, Florida 33065

Copy to: Kurzman Eisenberg Corbin & Lever, LLP
One North Broadway
Suite 1004
White Plains, New York 10601
Attention: Katherine R. Steiner, Esq.

SCHEDULE A

Patents

None.

SCHEDULE B

Trademarks

BARBIZON TRADEMARK SCHEDULE

<u>Mark</u>	<u>Registration No.</u>	<u>Date</u>	<u>Application No.</u>
BARBIZON	902,816	11/17/70	
TRAIN TO BE A MODEL OR... JUST LOOK LIKE ONE ¹	1,458,769	9/22/87	
Train to Be a model. (or... just look like one) (Stylized) ¹	1,460,365	10/6/87	
GET DISCOVERED...I DID! ¹	2,870,112	8/3/04	
BE A MODEL...OR JUST LOOK LIKE ONE ¹	2,914,634	12/28/04	
BARBIZON...BE A MODEL OR JUST LOOK LIKE ONE ²	2,914,716	12/28/04	
BARBIZON ³		6/18/04	78-437574
BARBIZON ⁴		6/18/04	78-437566

¹ Trademark for use in connection with educational services in nature of modeling school or model agency services.

² Cosmetics.

³ Toys & Dolls.

⁴ Eyeglasses, sunglasses.

SCHEDULE C

Copyrights

None.