

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Viner Finance Inc.		07/31/2006	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Morgan Stanley & Co. Incorporated		
Street Address:	1221 Avenue of the Americas		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10020		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1239737	OPPENHEIMER	
CORRESPONDENCE DATA			
Fax Number:	(202)293-6330		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	(202) 956-7685		
Email:	CarrierR@sullcrom.com		
Correspondent Name:	Rita M. Carrier		
Address Line 1:	1701 Pennsylvania Avenue, N.W.		
Address Line 2:	Sullivan & Cromwell LLP		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20006		
NAME OF SUBMITTER:	Rita M. Carrier		
Signature:	/Rita M. Carrier/		
Date:	08/01/2006		
Total Attachments: 4			

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ASSIGNMENT FOR SECURITY

(TRADEMARKS)

WHEREAS, VINER FINANCE INC., a Delaware corporation with an office at 125 Broad Street, New York, New York 10004 (the "Assignor") has made certain representations and warranties in the Security Agreement (as defined below) and related documents with respect to the trademarks and service marks listed on the annexed Schedule 1A, for which applications for registration and registrations are issued by or pending with the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Assignor has entered into that certain Pledge and Security Agreement dated as of July 31, 2006 (the "Effective Date") in favor of MORGAN STANLEY & CO. INCORPORATED (the "Assignee") as Collateral Agent for the Secured Creditors (as defined therein) (the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, the Assignor has assigned to the Assignee, and granted to the Assignee for the ratable benefit of the Secured Creditors, a security interest in and continuing lien on all right, title and interest of the Assignor in, to and under the Trademarks, together with, among other things, the goodwill of the business connected with the use of and symbolized by the Trademarks and the applications for registration and registrations thereof (provided, that no security interest shall be granted in United States intent-to-use trademark or service mark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use applications under applicable federal law), and all proceeds thereof, including, without limitation, any and all causes of action that may exist by reason of infringement or other violation thereof and any and all damages arising from past, present, and future violations thereof (collectively, the "Collateral"), to secure the payment, performance, and observance of the Secured 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 hereby grants to the Assignee for the ratable benefit of the Secured Creditors, a security interest in and continuing lien on the Collateral to secure the prompt payment, performance, and observance of the Secured 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.

This Assignment for Security (Trademarks) may be executed in any number of counterparts and by the different parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all the counterparts shall together constitute one and the same instrument.

IN WITNESS WHEREOF, the Assignor and the Assignee each has caused this Assignment for Security (Trademarks) to be executed by its respective duly authorized representative as of the Effective Date.

VINER FINANCE INC.
(Assignor)

By: 

Name:

Title:

MORGAN STANLEY & CO. INCORPORATED
(Assignee)

By: 

Name:

Title:

Eugene Martin
Managing Director

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF New York
COUNTY OF New York ^{SS.:}

On this 31st day of July 2006, before me personally came Dennis P. McNamara, to me known to be the person who executed the foregoing instrument, and who, being duly sworn by me, did depose and say that he is the General Counsel of VINER FINANCE INC., a Delaware corporation, and that he executed the foregoing instrument in the firm name of VINER FINANCE INC., and that he had authority to sign the same, and he acknowledged to me that he executed the same as the act and deed of said firm for the uses and purposes therein mentioned.

Tsega Menelik
Notary Public - State of New York

Printed Name TSEGA MENELIK
Notary Public, State of New York
No. 01ME6136559
Qualified in New York County
Commission Expires Nov. 14, 2009

My Commission Expires:

Nov. 2009

Schedule 1A: Trademarks and Service Marks

Mark	Reg. No. (App. No.)	Reg. Date (Filing Date)	Status	Record Owner
Oppenheimer	1239737	05/24/1983 (12/14/1981)	LIVE	Viner Finance Inc.