

09-26-2006



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To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address below

09-20-06

1. Name of conveying party(ies):

HB Acquisition Co., LLC

- Individual(s)
- General Partnership
- Corporation- State: \_\_\_\_\_
- Other Limited liability company
- Association
- Limited Partnership

Citizenship (see guidelines) \_\_\_\_\_

Additional names of conveying parties attached?  Yes  No

3. Nature of conveyance )/Execution Date(s) :

Execution Date(s) September 18, 2006

- Assignment
- Security Agreement
- Other \_\_\_\_\_
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached?  Yes  No

Name: HSBC Bank USA, National Association

Internal

Address: \_\_\_\_\_

Street Address: 452 Fifth Avenue

City: New York

State: New York

Country: USA Zip: 10018

- Association Citizenship \_\_\_\_\_
- General Partnership Citizenship \_\_\_\_\_
- Limited Partnership Citizenship \_\_\_\_\_
- Corporation Citizenship \_\_\_\_\_
- Other Federa: Bank Citizenship USA

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)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2,251,764

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):  
Benard Couture

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Zev M. Bomrind

Internal Address: Cooley Godward Kronish LLP

Street Address: 1114 Avenue of the Americas

City: New York

State: New York Zip: 10036

Phone Number: 212-479-6113

Fax Number: 212-479-6275

Email Address: zbomrind@cooley.com

6. Total number of applications and registrations involved:

9

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 240.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers \_\_\_\_\_  
Expiration Date \_\_\_\_\_

b. Deposit Account Number \_\_\_\_\_  
Authorized User Name \_\_\_\_\_

9. Signature:

Zev M. Bomrind

September 20, 2006

Signature

Date

09/25/2006 DMYRNE 00000021 2251764

Zev M. Bomrind

Total number of pages including cover sheet, attachments, and document:

4

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

**Continuation of Item 4**

<u>Mark</u>	<u>Registration No.</u>
Benard Holtzman	2,150,655
Benard Sport	2,251,765
Harve Benard	1,377,040
Harve Benard	1,122,843
Morton Bernard	1,309,117
Morton Bernard	2,286,442
Signature by Harve Benard	2,286,473
Studio 205	2,215,279

**TRADEMARK ASSIGNMENT FOR SECURITY**

WHEREAS, HB Acquisition Co., LLC, a Delaware limited liability company having a mailing address at 350 Fifth Avenue, Suite 2220, New York, New York 10018 (“HB”), has adopted, used and is using the marks shown in the attached Schedule A (the “Marks”), for which there are registrations or applications in the United States Patent and Trademark Office under the numbers shown in the attached Schedule A; and

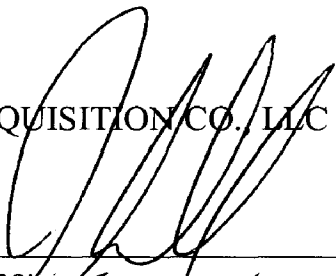
WHEREAS, HB is obligated to HSBC Bank USA, National Association (“HSBC”) pursuant to (i) a certain Term Loan Agreement (the “Loan Agreement”), dated the date hereof, among HB and HSBC, (ii) a certain Trademark Collateral Security Agreement, dated the date hereof, made by HB in favor of HSBC, and (iii) a Continuing General Security Agreement, dated the date hereof, made by HB in favor of HSBC (as each may be amended, modified, restated or supplemented from time to time, collectively, the “Agreements”); and

WHEREAS, pursuant to the Agreements, HB has granted to HSBC a security interest in the Marks, the goodwill of the business symbolized by the Marks, and the registrations and applications therefor.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, HB does hereby assign unto HSBC and grant to HSBC a security interest in and to the Marks, together with the goodwill of the business symbolized by the Marks, and registrations and applications therefor, which assignment and security interest shall secure all the Obligations as defined in the Agreements and in accordance with the terms and provisions thereof.

HB expressly acknowledges and affirms that the rights and remedies of HSBC with respect to the assignment and security interest granted hereby are more fully set forth in the Agreements.

Dated: September 12, 2006  
New York, New York

HB ACQUISITION CO. LLC  
By:   
Name: Joey Casbay  
Title: MM (Managing Member)

SCHEDULE A

Schedule A to Trademark Assignment for Security dated September 18, 2006, by and between HB Acquisition Co., LLC and HSBC Bank USA, National Association.

<u>Mark</u>	<u>Registration No.</u>
Benard Couture	2,251,764
Benard Holtzman	2,150,655
Benard Sport	2,251,765
Harve Benard	1,377,040
Harve Benard	1,122,843
Morton Bernard	1,309,117
Morton Bernard	2,286,442
Signature by Harve Benard	2,286,473
Studio 205	2,215,279