

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	Assignment
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CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Blue Cast Denim Co., Inc.		10/13/2006	CORPORATION: NEW YORK

RECEIVING PARTY DATA

Name:	Capital Business Credit LLC
Street Address:	1700 Broadway, 19th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10019
Entity Type:	financial institution:

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	3124798	H2J BY HYDRAULIC
Registration Number:	2776892	LUXE LIFE
Registration Number:	2205502	BLUE CAST
Registration Number:	1784893	ORIGINAL HYDRAULIC JEANS NO.1
Registration Number:	1743961	HYDRAULIC
Registration Number:	1670301	WHOOZ BLOOZ
Serial Number:	78876646	HYDRAULIC
Serial Number:	78915364	WHOOZ BLOOZ
Serial Number:	78560090	REFINED HYDRAULIC
Serial Number:	78492355	HYDRAULIC THE BLUE JEAN STANDARD

CORRESPONDENCE DATA

Fax Number: (866)826-5420
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 3016380511

CH \$265.00 3124798

Email: ipresearchplus@comcast.net
Correspondent Name: IP Research Plus, Inc.
Address Line 1: 21 Tadcaster Circle
Address Line 2: Attn: Penelope J.A. Agodoa
Address Line 4: Waldorf, MARYLAND 20602

NAME OF SUBMITTER:	Penelope J.A. Agodoa
Signature:	/pja/
Date:	10/27/2006

Total Attachments: 6
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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
Blue Cast Denim Co., Inc.
215 West 40th Street
New York, New York
10018

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State: NY
 Other _____

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies):
Name: Capital Business Credit LLC
Internal Address: _____
Street Address: 1700 Broadway, 19th Floor
City: New York State: NY ZIP: 10019

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State _____
 Other financial institution

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)

3. Nature of conveyances:
 Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: October 13, 2006

4. Application Number(s) or registration number(s):
A. Trademark Application.(s)
B. Trademark registration No.(s)
See Attached Schedule A

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: _____
Internal Address: _____
Street Address: _____
City: _____ State: _____ ZIP: _____

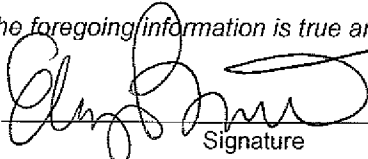
6. Total number of applications and registrations involved: 10

7. Total fee (37 CFR 3.41): _____ \$
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number: _____
(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document

Elizabeth A. Barrow, Esq.  October 19, 2006
Name of Person Signing Signature Date

Total number of pages including coversheet, attachments and document: 6

Mail documents to be recorded with required coversheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

TRADEMARK ASSIGNMENT OF SECURITY INTEREST

WHEREAS, BLUE CAST DENIM CO., INC., a corporation formed under the laws of New York, located at 215 West 40th Street, New York, New York 10018 ("Borrower"), 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, Borrower is obligated to Capital Business Credit LLC ("CBC") and various other financial institutions (collectively, "Lenders"), CBC as agent for Lenders (CBC in such capacity, "Agent") and CBC as factor (CBC in such capacity, "Factor") pursuant to (i) a certain Factoring and Financing Agreement, dated the date hereof, among Agent, Factor, Lenders and Borrower and (ii) a certain Trademark Collateral Security Agreement, dated the date hereof, made by Borrower in favor of Agent (as each may be amended, modified, restated or supplemented from time to time, collectively, the "Agreements"); and

WHEREAS, pursuant to the Agreements, Borrower is granting to Agent for its benefit, the benefit of Factor and for the ratable benefit of Lenders 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, Borrower does hereby assign unto Agent for its benefit, the benefit of Factor and for the ratable benefit of Lenders and grant to Agent for its benefit, the benefit of Factor and for the ratable benefit of Lenders 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.

Borrower expressly acknowledges and affirms that the rights and remedies of Agent, Factor and Lenders with respect to the assignment and security interest granted hereby are more fully set forth in the Agreements.

Dated: New York, New York
October 13, 2006

BLUE CAST DENIM CO., INC.

By: 

Name: STEVEN BRANDIS

Its: CEO

CAPITAL BUSINESS CREDIT LLC, as
Agent

By: _____

Name:

Its:

TRADEMARK ASSIGNMENT OF SECURITY INTEREST

WHEREAS, BLUE CAST DENIM CO., INC., a corporation formed under the laws of New York, located at 215 West 40th Street, New York, New York 10018 ("Borrower"), 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, Borrower is obligated to Capital Business Credit LLC ("CBC") and various other financial institutions (collectively, "Lenders"), CBC as agent for Lenders (CBC in such capacity, "Agent") and CBC as factor (CBC in such capacity, "Factor") pursuant to (i) a certain Factoring and Financing Agreement, dated the date hereof, among Agent, Factor, Lenders and Borrower and (ii) a certain Trademark Collateral Security Agreement, dated the date hereof, made by Borrower in favor of Agent (as each may be amended, modified, restated or supplemented from time to time, collectively, the "Agreements"); and

WHEREAS, pursuant to the Agreements, Borrower is granting to Agent for its benefit, the benefit of Factor and for the ratable benefit of Lenders 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, Borrower does hereby assign unto Agent for its benefit, the benefit of Factor and for the ratable benefit of Lenders and grant to Agent for its benefit, the benefit of Factor and for the ratable benefit of Lenders 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.

Borrower expressly acknowledges and affirms that the rights and remedies of Agent, Factor and Lenders with respect to the assignment and security interest granted hereby are more fully set forth in the Agreements.

Dated: New York, New York

October 13, 2006

BLUE CAST DENIM CO., INC.

By: _____

Name:

Its:

CAPITAL BUSINESS CREDIT LLC, as
Agent

By: [Signature]

Name: DAVID McHUGH

Its: CB

STATE OF NEW YORK)
: ss.:
COUNTY OF NEW YORK)

On this 29th day of September, 2006, before me personally came Steve Bandis, to me known, who, being by me duly sworn, did depose and say that s/he is the CEO of Blue Cast Denim Co., Inc., the corporation described in and which executed the foregoing instrument; and that s/he signed her/his name thereto by order of the board of directors of said corporation.



Notary Public

SAMANTHA CHEN
NOTARY PUBLIC STATE OF NEW YORK
NO. 01CH6087544
QUALIFIED IN BRONX COUNTY
COMMISSION EXPIRES 2/10/07

STATE OF NEW YORK)
: ss.:
COUNTY OF NEW YORK)

On this ____ day of _____, 2006, before me personally came _____, to me known, who, being by me duly sworn, did depose and say that s/he is the _____ of Capital Business Credit LLC, the limited liability company described in and which executed the foregoing instrument; and that s/he signed her/his name thereto by order of the managers of said company.

Notary Public

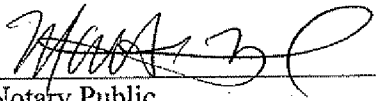
STATE OF NEW YORK)
 : ss.:
COUNTY OF NEW YORK)

On this _____ day of _____, 2006, before me personally came _____, to me known, who, being by me duly sworn, did depose and say that s/he is the _____ of Blue Cast Denim Co., Inc., the corporation described in and which executed the foregoing instrument; and that s/he signed her/his name thereto by order of the board of directors of said corporation.

Notary Public

STATE OF NEW YORK)
 : ss.:
COUNTY OF NEW YORK)

On this 13 day of October, 2006, before me personally came David McMullan, to me known, who, being by me duly sworn, did depose and say that s/he is the SVP of Capital Business Credit LLC, the limited liability company described in and which executed the foregoing instrument; and that s/he signed her/his name thereto by order of the managers of said company.



Notary Public

MARTHA MORA
Notary Public, State of New York
No. 01MO6151450
Qualified in New York County
Term Expires August 14, 2010

SCHEDULE A

Schedule A to a Trademark Assignment of Security dated October 12, 2006, by and between Blue Cast Denim Co., Inc. and Capital Business Credit LLC, as Agent.

Trademarks Owned/Issued.

<u>Trademark</u>	<u>Serial Number</u>	<u>Application Date</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Status</u>
H2J By Hydraulic	78547153	01/13/2005	3124798	08/01/2006	Live
Luxe Life	78117528	03/26/2002	2776892	10/23/2003	Live
Blue Cast	75359743	09/19/1997	2205502	11/24/1998	Live
Original Hydraulic Jeans No. 1	74246207	02/13/1992	1784893	07/27/1993 ¹	Live
Hydraulic	74200062	08/30/1991	1743961	12/29/1992 ²	Live

Pending Trademark Applications.

<u>Trademark</u>	<u>Serial Number/</u>	<u>Application Date</u>	<u>Prior Registration Number(s)</u>	<u>Status</u>
Whooz Blooz	78915364	06/23/2006	1,670,301	Live
Hydraulic (Word Mark)	78876646	05/04/2006	1743961 / 1784893	Live
Refined Hydraulic	78560090	02/03/2005	N/A	Live
Hydraulic The Blue Jean Standard	78492355	09/30/2004	1743961 / 1784893	Live

¹ Assignment recorded 09/22/1997 from Sylvan Apparel Group
² Assignment recorded 09/22/1997 from Sylvan Apparel Group