

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Assignment for Security

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Accessories Marketing, Inc.		12/07/2006	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	CIT Lending Services Corporation
Street Address:	505 Fifth Avenue, 5th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10017
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	2387686	SLIME
Registration Number:	3040513	SMART SPAIR
Registration Number:	3124496	SMART TUBE
Registration Number:	3124532	FIBRO-SEAL
Registration Number:	2047170	
Registration Number:	2670267	IF IT ISN'T GREEN... IT ISN'T SLIME.
Registration Number:	2450187	SKIDMARKS

CORRESPONDENCE DATA

Fax Number: (212)836-6778
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 212-836-7430
 Email: probbins@kayescholer.com
 Correspondent Name: Paul Robbins, Esq.
 Address Line 1: 425 Park Avenue
 Address Line 2: c/o Kaye Scholer LLP

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Address Line 4: New York, NEW YORK 10022

NAME OF SUBMITTER:

Johanne Remy

Signature:

/s/ Johanne Remy

Date:

12/08/2006

Total Attachments: 3

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SECURITY AGREEMENT

(TRADEMARKS)

WHEREAS, Accessories Marketing, Inc., a California corporation (herein referred to as "Grantor"), has adopted, used and is using the trademarks listed on the annexed Schedule 1 annexed hereto as part hereof, which trademarks are registered in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, Grantor is obligated to CIT Lending Services Corporation, a Delaware corporation, as administrative and collateral agent (referred to herein as the "Grantee") and the other Secured Parties as defined in the Omnibus Pledge and Security Agreement dated as of December 7, 2006 (as amended, modified or supplemented from time to time, the "Security Agreement") among Grantor, the other Pledgors named therein and the Grantee for the payment and performance of the Secured Obligations (as defined in the Security Agreement); and

WHEREAS, pursuant to the Security Agreement, Grantor has granted to Grantee a security interest in all right, title and interest of Grantor in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations;

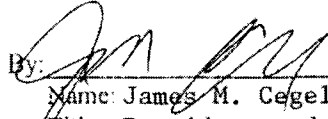
NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Grantor does hereby further grant to Grantee a security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

Grantor does hereby further acknowledge and affirm that the rights and remedies of Grantee with respect to the security interest in the Collateral made and granted hereby 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.

Grantee's address is 505 Fifth Avenue, 5th Floor, New York, New York 10017.

IN WITNESS WHEREOF, Grantor has caused this Security Agreement to be duly executed by its officer thereunto duly authorized as of the 7th day of December, 2006.

ACCESSORIES MARKETING, INC.

By: 
Name: James M. Cegelski

Title: President and Chief Executive Officer

SCHEDULE I TO SECURITY AGREEMENT

TRADEMARKS

<u>Trademark</u>	<u>Reg. Date</u>	<u>Reg. No.</u>
SLIME (and Design)	09/19/2000	2387686
SMART SPAIR (Block letters)	01/10/2006	3040513
SMART TUBE (Block letters)	08/01/2006	3124496
FIBRO-SEAL (Block letters)	08/01/2006	3124532
“Representation of the container for the goods and consists of the color bright green as the color of the goods” (Design only)	03/25/1997	2047170
IF IT ISN’T GREEN...IT ISN’T SLIME	12/31/2002	2670267
SKIDMARKS	05/08/2001	2450187