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
Christian Casey LLC		10/31/2006	LIMITED LIABILITY COMPANY: NEW YORK

RECEIVING PARTY DATA

Name:	The CIT Group/Commercial Services, Inc.
Street Address:	1211 Avenue of the Americas
City:	New York
State/Country:	NEW YORK
Postal Code:	10036
Entity Type:	CORPORATION: NEW YORK

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	3160971	SEAN JOHN
Serial Number:	78811200	
Serial Number:	78694622	S J
Serial Number:	78932490	SEAN BY SEAN COMBS
Serial Number:	78977506	SEAN JOHN
Serial Number:	78694668	SJ
Serial Number:	78641212	UNFORGIVABLE

CH $190.00 3160971

CORRESPONDENCE DATA

Fax Number: (866)459-2899

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Email: Oleh.Hereliuk@federalresearch.com

Correspondent Name: Oleh Hereliuk

Address Line 1: 1023 15th Street, NW

Address Line 2: Suite 401

Address Line 4:	Washington, DISTRICT OF COLUMBIA 20005
ATTORNEY DOCKET NUMBER:	374884 / N259568
NAME OF SUBMITTER:	Jody Hagins
Signature:	/jh/
Date:	12/28/2006

Total Attachments: 6
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FORM PTO-1594
1-31-92

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

Tab settings ⇒ ⇒ ⇒

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

1. Name of conveying party(ies):
Christian Casey LLC
1710 Broadway
New York, New York 10019

☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☐ Corporation-State: NY
☒ Other Limited Liability Company

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

2. Name and address of receiving party(ies):
Name: The CIT Group/Commercial Services, Inc.
Internal Address:
Street Address: 1211 Avenue of the Americas
City: New York State: NY ZIP: 10036

☐ Individual(s) citizenship
☐ Association
☐ General Partnership
☐ Limited Partnership
☒ Corporation-State New York
☐ Other

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)
Additional Name(s) & address(es) attached? ☐ Yes ☒ No

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

Execution Date: October 31, 2006

4. Application Number(s) or registration number(s):
A. Trademark Application(s)
See Attached Schedule A

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: National Corporate Research
Internal Address:
Street Address:
City: State: ZIP:

6. Total number of applications and registrations involved: 7

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.

Roger S. Chari, Esq. — Name of Person Signing
Signature
December 28, 2006 — 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

WHEREAS, CHRISTIAN CASEY LLC, a limited liability company formed under the laws of New York, located at 1710 Broadway, New York, New York 10019 ("Borrower"), has adopted, used and is using the marks shown in the attached Schedule A (the "Trademarks"), 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 THE CIT GROUP/COMMERCIAL SERVICES, INC. ("CITCMS") and various other financial institutions (collectively, "Lenders") and CITCMS as agent for Lenders ("Agent") pursuant to (i) a certain Third Amended and Restated Financing Agreement, dated as of October 31, 2006, among Agent, 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 and for the ratable benefit of Lenders a security interest in the Trademarks, the goodwill of the business symbolized by the Trademarks, 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 and for the ratable benefit of Lenders and grant to Agent for its benefit and for the ratable benefit of Lenders a security interest in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks, 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.

[SIGNATURE PAGE FOLLOWS]

Borrower expressly acknowledges and affirms that the rights and remedies of Agent 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 31, 2006

Witness:

Witness:

CHRISTIAN CASEY LLC

By: _____
Name: Martin Weinberg
Its: CFO

THE CIT GROUP/COMMERCIAL SERVICES, INC., as Agent

By: _____
Name:
Its:

Borrower expressly acknowledges and affirms that the rights and remedies of Agent 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 31, 2006

Witness:

CHRISTIAN CASEY LLC

By: _____
Name:
Its:

Witness:

THE CIT GROUP/COMMERCIAL SERVICES, INC., as Agent

By: Jeffrey Krembery
Name: Jeffrey Krembery
Its: Vice Pres

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

On the 31st day of October, 2006, before me personally came _____ to me known, who being by me duly sworn, did depose and say s/he is the _____ of CHRISTIAN CASEY LLC, the limited liability company described in and which executed the foregoing instrument; and that s/he was authorized to sign her/his name thereto.

_____
Notary Public
My Commission Expires:

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

On the 31st day of October, 2006, before me personally came _____ to me known, who being by me duly sworn, did depose and say s/he is the _____ of THE CIT GROUP/COMMERCIAL SERVICES, INC., the corporation described in and which executed the foregoing instrument; and that s/he was authorized to sign her/his name thereto.

_____
Notary Public
My Commission Expires:

JOAN LLOYD
Notary Public, State of New York
No. 41-4751042
Qualified in Queens County
Certificate filed in NYC County
Commission Expires June 30, 2007

1223493

SCHEDULE A

Trademarks, Trademark Applications, Service Marks, Service Mark Applications
(since July 11, 2005 Second A/R Financing Agreement)

Registrations:

COUNTRY	MARK	REGISTRATION NUMBER	REGISTRATION DATE	RECORDED OWNER [1]	CLASS
US	SEAN JOHN	3,160,971	October 17, 2006	Sean Puffy Combs *	3

Applications:

COUNTRY	MARK	APPLICATION NUMBER	FILING DATE	RECORDED OWNER	CLASS
US	MISCELLANEOUS DESIGN (gothic lion)	78/811,200	February 9, 2006	Christian Casey LLC	14, 25
US	S J and Design	78/694,622	August 17, 2005	Christian Casey LLC	3
US	SEAN BY SEAN COMBS	78/932,490	July 19, 2006	Christian Casey LLC	25
US	SEAN JOHN (stylized) (signature)	78/977,506	May 20, 2004	Sean Puffy Combs *	3
US	SJ and Design	78/694,668	August 17, 2005	Christian Casey LLC	3
US	UNFORGIVABLE	78/641,212	June 1, 2005	Christian Casey LLC	3

1 * If owner noted as Sean Puffy Combs, Assignment to Christian Casey LLC is scheduled to be made.

PGHLIB-1535770 3-JLBURTNE