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

1. Name of conveying party(ies):

Raj Manufacturing, LLC

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

Citizenship (see guidelines) Delaware

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Monroe Capital Advisors LLC

Internal Address: _____

Street Address: _____

Street Address: 233 S. Wacker Drive, Suite 5210

City: Chicago

State: Illinois

Country: USA Zip: 60606

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other LLC Citizenship Delaware

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 conveyance /Execution Date(s) :

Execution Date(s) December 15, 2006

- Assignment
- Security Agreement
- Other Grant of Security Interest
- Merger
- Change of Name

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

A. Trademark Application No.(s)
78/735181 78/734963 78/734967 77/048252

B. Trademark Registration No.(s)
3142058 3142060 3145387 2812921 2902829

Additional sheet(s) attached? Yes No

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

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

Name: Zeynep Gieseke

Internal Address: Latham & Watkins LLP

233 S. Wacker Drive, Suite 5800

Street Address: _____

City: Chicago

State: Illinois Zip: 60606

Phone Number: (312) 993-2647

Fax Number: (312) 993-9767

Email Address: zeynep.gieseke@lw.com

6. Total number of applications and registrations involved:

nine

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:

[Handwritten Signature]

Signature

Zeynep Gieseke, Paralegal

40.00 Title of Person Signing

[Handwritten Signature]
Date 12/29/2006

Total number of pages including cover sheet _____

5

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 22304-1450.

01/03/2007 BYRME
01 FC:0521
02 FC:0522
03 FC:0523

**GRANT OF SECURITY INTEREST
TRADEMARKS**

Dated: December 15, 2006

WHEREAS, RAJ MANUFACTURING, LLC, a Delaware limited liability company (the "Grantor") has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the annexed Schedule 1A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Assignor, has entered into a Security Agreement, dated December 15, 2006 (the "Security Agreement"), in favor of Monroe Capital Advisors LLC, as Agent for certain lenders (the "Grantee");

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Grantee for itself and the ratable benefit of the lenders a continuing security interest in all right, title and interest of the Grantor in, to and under the Trademarks, together with, among other things, the good-will 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 and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Obligations (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby grant to the Grantee for itself and the ratable benefit of the lenders a continuing security interest in the Collateral to secure the prompt payment, performance and for itself and the ratable the benefit of the lenders observance of the Obligations.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee 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.

[Signature Page Follows]

IN WITNESS WHEREOF, the Grantor has caused this Grant of Security Interest to be duly executed by its officer thereunto duly authorized as of the date indicated above.

RAJ MANUFACTURING, LLC

By: _____

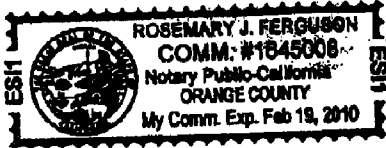
Name: Eisa Bhathal Vogel
Title: Co-President

[Signature Page to Grant of Security Interest]

SS.:

COUNTY OF Orange

On this 11 day of December, 2006 before me personally came Lisa Bhatnagar, to me known to be the person who executed the foregoing instrument, and who, being duly sworn by me, did depose and say that s/he is the Co-President of RAJ manufacturing, LLC, a Delaware, LLC, and that s/he executed the foregoing instrument in the firm name of RAJ manufacturing, LLC, and that s/he had authority to sign the same, and s/he acknowledged to me that he executed the same as the act and deed of said firm for the uses and purposes therein mentioned.



Rosemary J. Ferguson

[Signature Page to Grant of Security Interest]

RAJ MANUFACTURING, LLC TRADEMARKS

Trademark Owner	Mark	Country	Serial No.	Reg. No.	Status
Raj Manufacturing, LLC	Barefoot Miss	US	78/735190	3142058	Registered
Raj Manufacturing, LLC	Swim du Soleil	US	78/735197	3142060	Registered
Raj Manufacturing, LLC	Three Arch Bay	US	78/738689	3145387	Registered
Raj Manufacturing, LLC	rajman	US	78/173693	2812921	Registered
Raj Manufacturing, LLC	Next by Athena	US	76/518994	2902829	Registered
Raj Manufacturing, LLC	Barefoot Miss of California	Japan	H08-055117	4155510	Registered
Raj Manufacturing, LLC	Beach Lingo	Japan	H08-055116	4067530	Registered
Raj Manufacturing, LLC	Beach Lingo	US	78/735181	---	Pending
Raj Manufacturing, LLC	Athena	US	78/734963	---	Pending
Raj Manufacturing, LLC	Athena Pick Your Fit	US	78/734967	---	Pending
Raj Manufacturing, LLC	Pick Your Fit	US	77/048252	---	Pending