

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Trademark Security Agreement

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
American B.D. Company		09/14/2006	CORPORATION: NEW JERSEY

**RECEIVING PARTY DATA**

<b>Name:</b>	Wachovia Bank, National Association
<b>Street Address:</b>	One South Broad Street
<b>Internal Address:</b>	3rd Floor
<b>City:</b>	Philadelphia
<b>State/Country:</b>	PENNSYLVANIA
<b>Postal Code:</b>	19101
<b>Entity Type:</b>	National Banking Association:

**PROPERTY NUMBERS Total: 23**

Property Type	Number	Word Mark
Registration Number:	0656566	O'PEACHY
Registration Number:	1933661	SCINTILLA
Registration Number:	0337005	DON OPICI
Registration Number:	2143208	LA PRIMA CONTESSA
Registration Number:	0660632	OPICI
Registration Number:	2239684	CANTINA D' ORO
Registration Number:	2254912	
Registration Number:	2427311	GLEN ROCK
Registration Number:	2522144	COLLEGIATA
Registration Number:	2569530	COLIMORO
Registration Number:	2590751	CAMPOBELLO
Registration Number:	2603757	VALLERON
Registration Number:	2617104	MIRUM

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Registration Number:	2617103	VETUS
Registration Number:	1767591	VILLA ROSA
Registration Number:	3062295	
Serial Number:	78350029	HUBERT OPICI
Serial Number:	76193909	NOVUM
Serial Number:	78585847	TRE DONNE
Serial Number:	78631880	ALVERDI
Serial Number:	78716981	HOPPER CREEK RANCH
Serial Number:	78716978	RMO ESTATES
Serial Number:	78776059	PINK P I N K

**CORRESPONDENCE DATA**

Fax Number: (202)756-9299  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 8008339848  
Email: matthew.mayer@thomson.com  
Correspondent Name: Corporation Service Company  
Address Line 1: 80 State Street  
Address Line 2: 6th Floor  
Address Line 4: Albany, NEW YORK 12207

ATTORNEY DOCKET NUMBER:	CSC # 690839
NAME OF SUBMITTER:	Matthew Mayer
Signature:	/Matthew Mayer/
Date:	01/05/2007

**Total Attachments: 11**  
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## TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement ("Agreement") is made as of the 14<sup>th</sup> day of September, 2006, by American B.D. Company ("Company"), a New Jersey corporation, with its chief executive office located at 25 DeBoer Drive, Glen Rock, NJ 07452, and delivered to Wachovia Bank, National Association ("Lender"), having a mailing address of One South Broad Street, 3rd Floor, Philadelphia, PA 19101.

### BACKGROUND

A. This Agreement is being executed contemporaneously with that certain Loan and Security Agreement of even date herewith by and among Company, the other Borrowers named therein, and Lender (as it may hereafter be supplemented, restated, amended, superseded, replaced, or restated from time to time, the "Loan Agreement"). Capitalized terms not defined herein shall have the meanings given to such terms in the Loan Agreement.

B. Company has adopted, used and is using (or has filed applications and/or registrations of) trademarks, service marks, trade names, and service trade names (collectively, "Trademarks") listed on Schedule A attached hereto and made part hereof and goodwill associated thereto ("Goodwill") (all such Trademarks hereinafter referred to as the "Assets").

C. Pursuant to the Loan Agreement, along with other Collateral, Lender is acquiring a lien on, and security interest in, the Assets as security for all Obligations, and desires to have its security interest in such Assets confirmed by a document identifying same and in such form that it may be recorded in the United States Patent and Trademark Office.

NOW THEREFORE, with the foregoing Background hereinafter deemed incorporated by reference and made a part hereof, and in consideration of the premises and mutual promises herein contained, the parties hereto, intending to be legally bound hereby, covenant and agree as follows:

1. In consideration of and pursuant to the terms of the Loan Agreement and all other instruments, agreements and documents entered into in connection therewith (collectively, the "Loan Documents"), and for other good, valuable and sufficient consideration, the receipt of which is hereby acknowledged, and to secure the Obligations, Company grants a lien and security interest to Lender in all of its present and future right, title and interest in and to the Assets, together with all the goodwill of Company associated with and represented by the Assets, and the registration thereof and the right (but not the obligation) to sue for past, present and future infringements, and the proceeds thereof, including, without limitation, license royalties and proceeds of infringement suits.

2. Except as otherwise provided in the Loan Agreement, Company hereby covenants and agrees to maintain the Assets in full force and effect until all Obligations are indefeasibly paid and satisfied in full and the Facility described in the Loan Agreement is terminated.

3. Company represents, warrants and covenants that:

- (a) The Assets are subsisting and have not been adjudged invalid or unenforceable;
- (b) To Company's knowledge, each of the Assets is valid and enforceable;

(c) Company is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Assets, and each of the Assets is free and clear of any liens, claims, captions, charges and encumbrances, including, without limitation, pledges, assignments, licenses and covenants by Company not to sue third persons;

(d) Company has the unqualified right, power and authority to enter into this Agreement and perform its terms;

(e) Company has complied in all material respects with, the requirements set forth in 15 U.S.C. §§1051-1127, 17 U.S.C. §101, et seq., 35 U.S.C. §101 et seq. and any other applicable statutes, rules and regulations in connection with its use of the Assets; and

(f) Each of the Assets listed on **Schedule A** constitute all of the trademarks, and all applications for any of the foregoing, now owned by Company. If, before all Obligations shall have been indefeasibly paid and satisfied in full and the Facility under the Loan Agreement shall have been terminated, Company shall (i) obtain rights to any trademarks, trademark registrations or trade names, or (ii) become entitled to the benefit of any trademark application, trademark, trademark registration, the provisions of this Agreement shall automatically apply thereto and such trademark application, trademark, or trademark registration, shall be deemed part of the Assets. Company shall give Lender prompt written notice thereof along with an amended **Schedule A**.

4. Company further covenants that until all Obligations have been indefeasibly paid and satisfied in full and the Loan Agreement has been terminated, it will not enter into any agreement, including without limitation, any license agreement or option, which is inconsistent with Company's obligations under this Agreement.

5. So long as an Event of Default or Default has not occurred and is continuing under the Loan Agreement, Company shall continue to have the exclusive right to use the Assets and Lender shall have no right to use the Assets or issue any exclusive or non-exclusive license with respect thereto, or assign, pledge or otherwise transfer title in the Assets to anyone else.

6. Company agrees not to sell, license, grant any option, assign or further encumber its rights and interest in the Assets except as may be expressly permitted by the Loan Agreement. In any event, however, if no Event of Default is outstanding, Company shall be entitled to transfer its rights and ownership of any and all Assets to Opici Import Co., Inc. under and subject to the lien and security interest of Lender.

7. If and while an Event of Default exists and is continuing under the Loan Agreement, Company hereby covenants and agrees that Lender, as the holder of a security interest under the Uniform Commercial Code, as now or hereafter in effect in the State of New Jersey, may take such action permitted under the Loan Agreement or permitted by law, in its exclusive discretion, to foreclose upon the Assets covered hereby. In such event, Company hereby authorizes and empowers Lender, its successors and assigns, and any officer or agent of Lender as Lender may select, in its exclusive discretion, as Company's true and lawful attorney-in-fact, with the power to endorse Company's name on all applications, assignments, documents, papers and instruments necessary for Lender, to use the Assets or to grant or issue any exclusive or non-exclusive license under the Assets to anyone else, or necessary for Lender to assign, pledge, convey or otherwise transfer title in or dispose of the Assets to anyone else including, without limitation, the power to execute a trademark assignment in the form

attached hereto as **Exhibit 1**. Company hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof and in accordance with the terms hereof, except for the gross negligence or wilful misconduct of such attorney. This power of attorney shall be irrevocable for the life of this Agreement, the Loan Agreement, and until all Obligations are indefeasibly paid and satisfied in full and the Facility under the Loan Agreement is terminated.

8. This Agreement shall be subject to the terms, provisions, and conditions set forth in the Loan Agreement and may not be modified without the written consent of the Company and Lender.

9. All rights and remedies herein granted to Lender shall be in addition to any rights and remedies granted under the Loan Documents. In the event of an inconsistency between this Agreement and the Loan Agreement, the language of the Loan Agreement shall control.

10. Any and all fees, costs and expenses, of whatever kind or nature, including the attorneys' fees and legal expenses incurred by Lender in connection with the preparation of this Agreement and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, reasonable counsel fees, maintenance fees, encumbrances or costs otherwise incurred in protecting, maintaining, preserving the Assets, or in defending or prosecuting any actions or proceedings arising out of or related to the Assets, or defending, protecting or enforcing Agents' and Lenders' rights hereunder, in each case in accordance with the terms of this Agreement, shall be borne and paid by Company on demand by Lender and until so paid shall be added to the principal amount of Obligations and shall bear interest for Revolving Loans at the otherwise applicable rate of interest prescribed in the Loan Agreement.

11. Subject to the terms of the Loan Agreement, Company shall have the duty to prosecute diligently any trademark application with respect to the Assets pending as of the date of this Agreement or thereafter, until all Obligations shall have been indefeasibly paid and satisfied in full and the Facility under the Loan Agreement shall have been terminated, to preserve and maintain all rights in the Assets, and upon request of Lender, Company shall make federal application on registrable but unregistered trademarks belonging to Company. Any expenses incurred in connection with such applications shall be borne by Company. Company shall not abandon any trademark except as permitted by the Loan Agreement.

12. Company shall have the right to bring suit in its own name to enforce the Assets, in which event Lender may, if Company reasonably deems it necessary, be joined as a nominal party to such suit if Lender shall have been satisfied, in its sole discretion, that Lender is not thereby incurring any risk of liability because of such joinder. Company shall promptly, upon demand, reimburse and indemnify Lender for all damages, reasonable costs and expenses, including reasonable attorneys' fees, incurred by Lender in the fulfillment of the provisions of this paragraph.

13. During the existence and continuation of an Event of Default under the Loan Agreement, Lender may, without any obligation to do so, complete any obligation of Company hereunder, in Company's name or in Lender's name, but at Company's expense, and Company hereby agrees to reimburse Lender in full for all costs and expenses, including reasonable attorneys' fees, incurred by Lender in protecting, defending and maintaining the Assets.

14. No course of dealing by Lender nor any failure to exercise, nor any delay in exercising, on the part of any Agent or any Lender, any right, power or privilege hereunder, shall operate as a waiver thereof, and all of Lender's rights and remedies with respect to the Assets, whether established hereby or by the Loan Documents, or by any other future agreements between Borrowers and Lender or by law, shall be cumulative and may be exercised singularly or concurrently.

15. The provisions of this Agreement are severable and the invalidity or unenforceability of any provision herein shall not affect the remaining provisions which shall continue unimpaired and in full force and effect.

16. This Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.

17. This Agreement, and all matters arising hereunder or related hereto, shall be governed by and construed in accordance with the laws of the State of New Jersey applied to contracts to be performed wholly within the State of New Jersey.

18. Company and Lender each waive any and all rights it may have to a jury trial in connection with any litigation, proceeding or counterclaim arising with respect to rights and obligations of the parties hereto or under the Loan Documents.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

Dated the date and year first written above.

**AMERICAN B.D. COMPANY**

By: *Dina Opieli*  
Name: Dina Opieli  
Title: Sec/Treas

Approved and Accepted:  
**WACHOVIA BANK, NATIONAL  
ASSOCIATION**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

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Dated the date and year first written above.

**AMERICAN B.D. COMPANY**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Approved and Accepted:  
**WACHOVIA BANK, NATIONAL  
ASSOCIATION**

By:  \_\_\_\_\_  
Name: Timothy J. Smith  
Title: Director

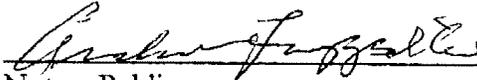
**[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]**

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ACKNOWLEDGMENT

UNITED STATES OF AMERICA :  
STATE OF NEW JERSEY : SS  
COUNTY OF BERGEN :

On this 14<sup>th</sup> of September, 2006, before me personally appeared Dina Opici to me known and being duly sworn, deposes and says that s/he is the Sec/Treas of American B.D. Company, the Company described in the foregoing Agreement; that s/he signed the Agreement as such officer pursuant to the authority vested in him/her by law; that the within Agreement is the voluntary act of such corporation; and s/he desires the same to be recorded as such.

  
\_\_\_\_\_  
Notary Public

ANDREW FRAPPOLLI  
NOTARY PUBLIC  
My Commission Expires Dec. 11, 2008

12-11-06  
\_\_\_\_\_  
My Commission Expires:

ACKNOWLEDGMENT

UNITED STATES OF AMERICA :  
STATE OF NEW JERSEY : SS  
COUNTY OF BERGEN :

On this 14 day of September, 2006, before me personally appeared Timothy J. Smith to me known and being duly sworn, deposes and says that he is Director of Wachovia Bank, National Association, the Lender described in the foregoing Agreement; that he signed the Agreement as such officer pursuant to the authority vested in him by law; that the within Agreement is the voluntary act of such corporation; and he desires the same to be recorded as such.

**Anna Marie DiMelo**  
Notary Public of New Jersey  
My Commission Expires February 6, 2011

Anna Marie DiMelo  
Notary Public

My Commission Expires:

**Schedule A**

**Intellectual Property**

<b>Trademark</b>	<b>Registration/ Application Number</b>
HERBERT OPICI Brand	Serial # 78/350,029
NOVUM	Serial # 76/193,909
O'PEACHY	Registration # 656,566 – expired 12/31/97
DINI Italy	Application # 10480 C/83 – expired 8/31/03
SCINTILLA	Registration # 1,933,661 – expired 11/7/05
OPICI Italy	Registration # 339,571
DON OPICI & Design	Registration # 337,005
LA PRIMA CONTESSA	Registration # 2,143,208
OPICI	Registration # 660,632
OPICI Japan	Registration # 4,162,584
CANTINA D'ORO	Registration # 2,239,684
“O” Design	Registration # 2,254,912
GLEN ROCK	Registration # 2,427,311
COLLEGIATA	Registration # 2,522,144
COLIMORO	Registration # 2,569,530
CAMPOBELLO	Registration # 2,590,751
VALLERON	Registration # 2,603,757
MIRUM	Registration # 2,617,104
VETUS	Registration # 2,617,103
VILLA ROSA	Registration # 1,767,591
OPICI Mexico	Registration # 487,460
OPICI Crest	Registration # 3,062,295
TRE DONNE	Serial # 78/585,847
TRE STELLE	Pending
ALVERDI	Serial # 78/631,880
HOPPER CREEK RANCH	Serial # 78/716,981
RMO ESTATES	Serial # 78/716,978
PINK	Serial # 78/776,059
OPICI HOMEMADE	Pending

**EXHIBIT 1**

**TRADEMARK ASSIGNMENT**

WHEREAS, American B.D. Company, a New Jersey corporation ("Grantor") is the registered owner of the United States trademarks and trademark applications listed on **Schedule A** attached hereto and made a part hereof ("Assets"), which are registered in the United States Patent and Trademark Office; and

WHEREAS, \_\_\_\_\_ ("Grantee"), having a place of business at \_\_\_\_\_, is desirous of acquiring said Assets and all goodwill associated therewith or represented thereby;

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound hereby, Grantor, its successors and assigns, does hereby transfer, assign and set over unto Grantee, its successors, transferees and assigns, all of its present and future right, title and interest in and to the Assets and all proceeds thereof and all goodwill associated therewith or represented thereby.

This Trademark Assignment is executed and delivered in furtherance and exercise of the rights and remedies (including without limitation a power of attorney contained therein) granted by Grantor to Wachovia Bank, National Association (together with its successors and assigns, "Secured Party") under a certain Trademark Security Agreement between Grantor and Secured Party dated September 14, 2006.

IN WITNESS WHEREOF, the undersigned has caused this Trademark Assignment to be executed as of the \_\_\_ day of \_\_\_\_\_, 200\_.

\_\_\_\_\_

By: \_\_\_\_\_  
Attorney-in-fact

Witness:

**EXHIBIT 1**

**ACKNOWLEDGMENT**

UNITED STATES OF AMERICA :  
STATE OF : S.S.  
COUNTY OF :

On this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_, before me, a Notary Public for the said County and State, personally appeared \_\_\_\_\_ known to me or satisfactorily proven to me to be attorney-in-fact on behalf of \_\_\_\_\_, and s/he acknowledged to me that s/he executed the foregoing Trademark Assignment on behalf of Grantor, and as the act and deed of Grantor for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
My Commission Expires: