

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
Robbins Bros. Corporation		01/19/2007	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Paradox Syndication LLC, as Administrative Agent
Street Address:	885 Second Avenue, 49th Floor
Internal Address:	1 Dag Hammarskjold Plaza
City:	New York
State/Country:	NEW YORK
Postal Code:	10017
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 23

Property Type	Number	Word Mark
Registration Number:	2237873	THE ENGAGEMENT RING STORE
Registration Number:	2689729	WORLD'S BIGGEST ENGAGEMENT RING STORE
Serial Number:	76506631	ROBBINS BROS.
Registration Number:	2907663	WORLD CLASS WEDDINGS AT ROBBINS BROS.
Registration Number:	2999592	RB WORLD'S BIGGEST ENGAGEMENT RING STORE
Serial Number:	76521382	ROBBINS BROS. WORLD'S BIGGEST ENGAGEMENT RING STORE
Serial Number:	77000052	THE ENGAGEMENT RING PEOPLE
Serial Number:	77045148	ENGAGEMENT DREAMS
Serial Number:	77047222	SOLANA
Serial Number:	77047224	ENCHANTE
Serial Number:	77047225	VIVANT
Serial Number:	77048317	ECHO
Serial Number:	77048954	VIVANT THE 18KT CONTEMPORARY COLLECTION

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Serial Number:	77050303	PERFECT PROPOSALS
Serial Number:	78266591	WORLD CLASS WEDDINGS AT ROBBINS BROS.
Serial Number:	78370517	ECHO
Registration Number:	3021907	RECRUIT-A-PALOOZA
Serial Number:	78432014	GEMQUEST
Registration Number:	3049149	LOVE2
Serial Number:	78491883	SKIP AND STEVE'S WORLD'S BIGGEST ENGAGEMENT RING STORE
Serial Number:	78815951	CERTIFIED COLLECTION QUALITY
Serial Number:	78860436	PREZIA
Serial Number:	78932380	THE ENGAGEMENT RING EXPERTS

CORRESPONDENCE DATA

Fax Number: (704)444-8847
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: (704) 343-2000
Email: kimberly.saltrick@hmw.com
Correspondent Name: Kimberly B. Saltrick / Manley W. Roberts
Address Line 1: 201 North Tryon Street
Address Line 2: Helms Mulliss & Wicker, PLLC
Address Line 4: Charlotte, NORTH CAROLINA 28202

ATTORNEY DOCKET NUMBER:	5006325-108
NAME OF SUBMITTER:	Manley W. Roberts, Esq.
Signature:	/Manley W. Roberts/
Date:	01/22/2007

Total Attachments: 48
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EXHIBIT A**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY****United States Trademarks**

	Mark	Serial Number	Filing Date	Registration Number	Registration Date
1.	THE ENGAGEMENT RING STORE	74430884	9/1/1993	2,237,873	4/13/1999
2.	THE WORLD'S BIGGEST ENGAGEMENT RING STORE	76031420	4/21/2000	2,689,729	2/25/2003
3.	ROBBINS BROS. and Banner Design	76506631	4/16/2003	N/A	N/A
4.	WORLD CLASS WEDDINGS AT ROBBINS BROS.	76506633	4/16/2003	2,907,663	12/7/2004
5.	RB AND GLOBE DESIGN	76509010	4/23/2003	2,999,592	9/27/2005
6.	ROBBINS BROS. WORLD'S BIGGEST ENGAGEMENT RING STORE and Sign Design	76521382	6/9/2003	N/A	N/A
7.	THE ENGAGEMENT RING PEOPLE	77000052	9/14/2006	N/A	N/A
8.	ENGAGEMENT DREAMS	77045148	11/22/2006	N/A	N/A
9.	Solana	77047222	11/18/2006	N/A	N/A
10.	ENCHANTE	77047224	11/18/2006	N/A	N/A
11.	VIVANT	77047225	11/18/2006	N/A	N/A
12.	ECHO	77048317	11/20/2006	N/A	N/A
13.	VIVANT THE 18KT CONTEMPORARY COLLECTION	77048954	11/21/2006	N/A	N/A

	Mark	Serial Number	Filing Date	Registration Number	Registration Date
14.	Perfect Proposals	77050303	11/22/2006	N/A	N/A
15.	WORLD CLASS WEDDINGS AT ROBBINS BROS. and Design	78266591	6/24/2003	N/A	N/A
16.	ECHO	78370517	2/19/2004	N/A	N/A
17.	RECRUIT-A-PALOOZA	78370707	2/19/2004	3,021,907	11/29/2005
18.	Gemquest	78432014	6/8/2004	N/A	N/A
19.	LOVE2	78441034	6/24/2004	3,049,149	1/24/2006
20.	Skip & Steve's World's Biggest Engagement Ring Store	78491883	9/29/2004	N/A	N/A
21.	CERTIFIED COLLECTION QUALITY	78815951	2/15/2006	N/A	N/A
22.	Prezia	78860436	4/12/2006	N/A	N/A
23.	The Engagement Ring Experts	78932380	7/18/2006	N/A	N/A

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS EVIDENCED HEREBY ARE SUBJECT TO THE TERMS AND CONDITIONS OF THAT CERTAIN WELLS FARGO-PARADOX INTERCREDITOR AGREEMENT (AS AMENDED, MODIFIED, SUPPLEMENTED OR RESTATED, THE "INTERCREDITOR AGREEMENT") DATED AS OF JANUARY 19, 2007 AMONG WELLS FARGO BANK, NATIONAL ASSOCIATION, AS ADMINISTRATIVE AGENT FOR ITSELF AND THE LENDERS (AS DEFINED THEREIN), PARADOX SYNDICATION LLC, AS ADMINISTRATIVE AGENT FOR ITSELF AND THE PARADOX LENDERS (AS DEFINED THEREIN), AND ROBBINS BROS. CORPORATION, INCLUDING, WITHOUT LIMITATION, THE TERMS OF THE PARADOX-WELLS FARGO LICENSE (AS DEFINED IN THE INTERCREDITOR AGREEMENT); AND ANY HOLDER OF ANY NOTE, AND ANY SUCCESSOR OR ASSIGNEE OF ANY PARTY HERETO OR OF ANY LENDER (AS DEFINED HEREIN), SHALL BE BOUND BY THE INTERCREDITOR AGREEMENT (INCLUDING, WITHOUT LIMITATION, THE PARADOX-WELLS FARGO LICENSE) AS IF SUCH HOLDER, SUCCESSOR OR ASSIGNEE WERE A PARTY THERETO.

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT made as of January 19, 2007 (this "Security Agreement") by **ROBBINS BROS. CORPORATION**, a Delaware corporation (formerly known as William Pitt, LLC) ("Borrower"); each of the other entities which becomes a party hereto pursuant to Section 10.16 hereof (each of the foregoing, including the Borrower, a "Grantor" and collectively, the "Grantors"); in favor of **PARADOX SYNDICATION LLC**, a Delaware limited liability company, as agent ("Administrative Agent") for the benefit of itself and the other Lenders (as defined below) party to the Loan and Security Agreement referred to below.

RECITALS

WHEREAS, pursuant to that certain Loan and Security Agreement dated as of the date hereof, by and among Borrower, Administrative Agent and the lenders party thereto from time to time (collectively, the "Lenders" and together with the Administrative Agent, the "Secured Parties") (as the same may from time to time be amended, modified, supplemented or restated, the "Loan and Security Agreement"), the Lenders have agreed to provide a term loan to Borrower in the amount and manner set forth in the Loan and Security Agreement (the "Loan"); and

WHEREAS, it is a condition to the obligation of the Lenders to make the Loan to Borrower that Grantors execute and deliver to Administrative Agent this Security Agreement.

AGREEMENT

NOW, THEREFORE, in order to induce Administrative Agent and the Lenders to enter into the Loan and Security Agreement and make the Loan and for other good and valuable

consideration, the receipt and adequacy of which are hereby acknowledged, and intending to be legally bound, each Grantor hereby represents, warrants, covenants and agrees with the Administrative Agent for its benefit, as follows:

1. **DEFINED TERMS.** When used in this Security Agreement the following terms shall have the following meanings (such meanings being equally applicable to both the singular and plural forms of the terms defined):

1.1 "Collateral" shall have the meaning assigned to such term in Section 2 of this Security Agreement.

1.2 "Copyright License" means any written agreement, in which any Grantor now holds or hereafter acquires any right, title or interest, which agreement grants any right in or to any Copyright or Copyright registration (whether such Grantor is the licensee or the licensor thereunder) including, without limitation, licenses pursuant to which such Grantor has obtained the exclusive right to use a copyright owned by a third party, a sublicense to use a copyright, a distribution agreement regarding copyrighted works and the right to prepare for sale, sell or advertise for sale, all of the inventory now or hereafter owned by such Grantor and now or hereafter covered by such license agreements.

1.3 "Copyrights" means all of the following in which any Grantor now holds or hereafter acquires any right, title or interest: (a) all original works of authorship fixed in any tangible medium of expression, (b) all copyrights, whether registered or unregistered, held or existing pursuant to the laws of the United States, any State thereof or any other country; (c) registrations, applications and recordings in the United States Copyright Office or in any similar office or agency of the United States, any State thereof or any other country; (d) any continuations, renewals or extensions of any copyright; (e) any registrations to be issued in any pending applications; (f) any prior versions of works covered by copyright and all works based upon, derived from or incorporating such works; (g) any original embodiments of a work that are necessary for the manufacture or production of a copyrighted work including, without limitation, molds, master tapes, master film reels, master CDs, master DVDs, master disks or other master magnetic or electronic media; (h) any income, royalties, damages, claims and payments now and hereafter due and/or payable with respect to copyrights, including, without limitation, damages, claims and recoveries for past, present or future infringement; (i) any rights to sue for past, present and future infringements of any copyright; and (j) any other rights corresponding to any of the foregoing rights throughout the world.

1.4 "License" means any Copyright License, Patent License, Trademark License or other license of trade secrets now held or hereafter acquired by any Grantor.

1.5 "Lien" means any mortgage, lien, deed of trust, charge, pledge, security interest or other encumbrance.

1.6 "Litigation" means any suits, actions, proceedings (administrative, judicial or in arbitration, mediation or alternative dispute resolution), claims or counterclaims for infringement, misappropriation, or other violation of any of the Copyrights, Patents, Trademarks and/or Licenses.

1.7 "Patent License" means any written agreement, in which any Grantor now holds or hereafter acquires any right, title or interest, which agreement grants any right with respect to any Patent (whether such Grantor is the licensee or the licensor thereunder) including, without limitation, licenses pursuant to which such Grantor has obtained the exclusive right to use a patent owned by a third party, a sublicense to use a patent, a distribution agreement regarding one or more patented products or processes and the right to prepare for sale, sell or advertise for sale, all of the inventory now or hereafter owned by such Grantor and now or hereafter covered by such license agreements.

1.8 "Patents" means all of the following in which any Grantor now holds or hereafter acquires any right, title or interest: (a) all United States or foreign patents (including, without limitation, utility, design and plant patents), all registrations and recordings thereof and all applications for United States or foreign patents, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country; (b) all reissues, divisions, continuations, renewals, continuations in part or extensions of any patent; (c) all petty patents, divisionals and patents of addition; (d) all patents to issue in any such applications; (e) all means of manufacturing patented products, including, without limitation, trade secrets, formulas, customer lists, manufacturing processes, mask works, molds and prototypes, (f) any income, royalties, damages, claims and payments now and hereafter due and/or payable with respect to patents, including, without limitation, damages, claims and recoveries for past, present or future infringement; and (g) any rights to sue for past, present and future infringements of any patent.

1.9 "Permitted Encumbrances" means Permitted IP Liens; provided that, such Permitted IP Liens shall have no effect on the priority of the Liens tied to the Collateral in favor of Administrative Agent or the value of the Collateral in which Administrative Agent has such a Lien.

1.10 "Presidio" means, collectively, Weston Presidio Capital IV, L.P. and WPC Entrepreneur Fund II, L.P.

1.11 "Presidio Loan Agreement" means the Senior Subordinated Secured Term Loan Agreement dated December 22, 2004, among the Borrower, Presidio and the other parties signatory thereto, as hereafter amended, restated, renewed, extended, supplemented, substituted or otherwise modified in accordance with the terms of the Loan and Security Agreement.

1.12 "Secured Obligations" means and includes (a) in the case of the Borrower, the Obligations (as defined in the Loan and Security Agreement), and (b) in the case of each Grantor (other than the Borrower), all liabilities and obligations, howsoever arising, owed by such Grantor to Administrative Agent or the Lenders or any one or more of them of every kind and description (whether evidenced by any note or instrument and whether or not for the payment of

money), direct or indirect, absolute or contingent, due or to become due, now existing or hereafter arising pursuant to the terms of the Guaranty or any of the other Credit Documents to which such Grantor is a party, including without limitation all interest (including any interest that accrues after the commencement of any bankruptcy or other insolvency proceeding by or against such Grantor whether or not allowed or allowable), fees, charges, expenses, attorneys' fees and accountants' fees chargeable to and payable by the Grantor hereunder and thereunder.

1.13 "Subordinated Debt Documents" means a collective reference to the secured promissory notes issued by the Borrower to Presidio on or about December 22, 2004 in the aggregate principal amount of \$6,000,000, the Presidio Loan Agreement and all other agreements, instruments and documents, including, without limitation, guaranties, mortgages, pledges, security agreements, powers of attorney, consents, and all other writings executed by the Borrower in connection therewith, and all "Loan Documents" (as defined in the Presidio Loan Agreement), as such agreements may be amended, restated, supplemented or otherwise modified from time to time in accordance with the terms of the Loan and Security Agreement and the Mezzanine Intercreditor Agreement.

1.14 "Trademark License" means any written agreement, in which any Grantor now holds or hereafter acquires any right, title or interest, which agreement grants any license right in and to any Trademark (whether such Grantor is the licensee or the licensor thereunder) including, without limitation, licenses pursuant to which such Grantor has obtained the exclusive right to use a trademark owned by a third party, a sublicense to use a trademark, a distribution agreement relating to goods or services covered by one or more trademarks and the right to prepare for sale, sell or advertise for sale, all of the inventory now or hereafter owned by such Grantor and now or hereafter covered by such license agreements.

1.15 "Trademarks" means any of the following in which any Grantor now holds or hereafter acquires any right, title or interest: (a) any United States or foreign trademarks, trade names, corporate names, company names, business names, trade styles, trade dress, service marks, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof and any applications in connection therewith, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country (collectively, the "Marks"); (b) any reissues, extensions or renewals of any Marks, (c) the goodwill of the business symbolized by or associated with the Marks, (d) all domain names, (e) all means of manufacturing goods or offering services covered by the Marks, including, without limitation, trade secrets, formulas, recipes, customer lists, manufacturing processes, molds, designs, plans and prototypes, (f) any income, royalties, damages, claims and payments now and hereafter due and/or payable with respect to the Marks, including, without limitation, payments under all licenses entered into in connection with the Marks and damages, claims, payments and recoveries for past, present or future infringement and (g) any rights to sue for past, present and future infringements of the Marks.

1.16 "UCC" means the Uniform Commercial Code as the same may, from time to time, be in effect in the State of New York; provided, however, in the event that, by reason of mandatory provisions of law, any or all of the attachment, perfection or priority of

Administrative Agent's security interest in any Collateral is governed by the Uniform Commercial Code as in effect in a jurisdiction other than the State of New York, the term "UCC" shall mean the Uniform Commercial Code as in effect in such other jurisdiction for purposes of the provisions hereof relating to such attachment, perfection or priority and for purposes of definitions related to such provisions.

1.17 In addition, the following terms shall be defined terms having the meaning set forth for such terms in the UCC: "Account Debtor" and "Proceeds". Each of the foregoing defined terms shall include all of such items now owned or existing, or hereafter arising or acquired by any Grantor.

1.18 All capitalized terms used herein and not otherwise defined herein shall have the respective meanings given to them in the Loan and Security Agreement.

2. GRANT OF SECURITY INTEREST. As collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of all the Secured Obligations of such Grantor (and not of any other Grantor) and in order to induce Administrative Agent and the Lenders to make the Term Loan and enter into the Loan and Security Agreement, each Grantor hereby grants, assigns, conveys, mortgages, pledges, hypothecates and transfers to Administrative Agent (for the benefit of the Secured Parties) a security interest in all of Grantor's right, title and interest, if any, in, to and under the following, whether now owned or existing or hereafter arising or acquired and wheresoever located (collectively, the "Collateral"):

2.1 All Copyrights, Patents and Trademarks including, without limitation, the Copyrights, Patents and Trademarks listed in Schedule A, all Licenses including, without limitation, the Licenses listed in Schedule B and any presently pending Litigation including, without limitation, the Litigation listed in Schedule C;

2.2 The accounts listed in Schedule F and all monies and other property deposited in such accounts; and

2.3 To the extent not otherwise included, all Proceeds of each of the foregoing and all accessions to, substitutions and replacements for and rents, profits and products of each of the foregoing.

2.4 Notwithstanding the foregoing provisions of this Section 2, the "Collateral" shall exclude any Grantor's rights or interests in any license of software by a third party to such Grantor to the extent, but only to the extent, that such a grant would, under applicable law, result in a breach of the terms of, or constitute a default under, such license (provided, however, that "Collateral" shall include at all times any products and proceeds of any such license of software, and provided further that upon the ineffectiveness, lapse or termination of any such provision in such license, the "Collateral" shall include, and such Grantor shall be deemed to have granted a security interest in, all such rights and interests as if such provision had never been in effect).

3. RIGHTS OF SECURED PARTY; COLLECTION OF ACCOUNTS.

3.1 Notwithstanding anything contained in this Security Agreement to the contrary, each Grantor expressly agrees that it shall remain liable under each of its Licenses to observe and perform in all material respects all the conditions and obligations to be observed and performed by it thereunder and that it shall perform all of its duties and obligations thereunder, all in accordance with and pursuant to the terms and provisions of each such License. Administrative Agent shall not have any obligation or liability under any License by reason of or arising out of this Security Agreement or the granting to Administrative Agent of a Lien therein or the receipt by Administrative Agent of any payment relating to any License pursuant hereto, nor shall Administrative Agent be required or obligated in any manner to perform or fulfill any of the obligations of any Grantor under or pursuant to any License, or to make any payment, or to make any inquiry as to the nature or the sufficiency of any payment received by it or the sufficiency of any performance by any party under any License, or to present or file any claim, or to take any action to collect or enforce any performance or the payment of any amounts which may have been assigned to it or to which it may be entitled at any time or times. Each Grantor agrees that any rights granted under this Security Agreement to the Administrative Agent with respect to all of the Collateral shall be worldwide and without any liability for royalties or other related charges from the Administrative Agent to such Grantor.

3.2 Administrative Agent authorizes each Grantor to collect its accounts and accounts receivable related to the sale, license, settlement, judgment or other disposition of, or otherwise arising from, any of the Collateral (collectively, the "Accounts"), provided that such collection is performed in a commercially reasonable manner, and Administrative Agent may, upon the occurrence and during the continuation of any Event of Default and with prior written notice to such Grantor, limit or terminate said authority at any time. Upon the occurrence and during the continuation of any Event of Default, at the request of Administrative Agent, each Grantor shall deliver all original and other documents evidencing and relating to such Accounts, including, without limitation, all original orders, invoices and shipping receipts.

3.3 Administrative Agent may at any time, upon the occurrence and during the continuation of any Event of Default, with prior written notice to any Grantor of its intention to do so, notify any Account Debtors of any Grantor or any parties to the Licenses of Grantor that the Accounts and the right, title and interest of such Grantor in and under such Licenses have been assigned to Administrative Agent and that payments shall be made directly to Administrative Agent. Upon the request of Administrative Agent at any time after the occurrence and during the continuation of an Event of Default, each Grantor shall so notify such Account Debtors and parties to such Licenses. Upon the occurrence and during the continuation of any Event of Default, Administrative Agent may, in its name or in the name of others, communicate with such Account Debtors and parties to such Licenses to verify with such parties, to Administrative Agent's reasonable satisfaction, the existence, amount and terms of any such Accounts or Licenses.

4. REPRESENTATIONS AND WARRANTIES. Each Grantor hereby represents and warrants to Administrative Agent that:

4.1 Except for Permitted Encumbrances and the security interest granted to Administrative Agent under this Security Agreement, each Grantor is the sole legal and equitable owner of all right, title and interest in and to each item of the Collateral in which it purports to grant a security interest hereunder, having good and marketable title thereto, free and clear of any and all Liens (or in the case of after-acquired Collateral, at such time as such Grantor acquires rights in such after-acquired Collateral pledged by such Grantor hereunder), and will continue to be the sole legal and equitable owner of all right, title and interest in and to each item of the Collateral, so long as the Copyrights, Patents, Trademarks and Licenses shall continue in force.

4.2 Except for those with respect to Permitted Encumbrances, (i) no effective security agreement, financing statement, equivalent security or lien instrument or continuation statement covering all or any part of the Collateral exists, and (ii) no Grantor has made a previous assignment, transfer or agreements in conflict herewith or constituting a present or future assignment, transfer or encumbrance on any of the Collateral.

4.3 This Security Agreement creates a legal and valid security interest on and in all of the Collateral in which each Grantor now has rights. Upon the filing of appropriate financing statements and the filing of a copy of this Security Agreement with the United States Copyright Office and Patent and Trademark Office, Administrative Agent will have a fully perfected first priority security interest (subject to Permitted Encumbrances) in all of the Collateral in which each Grantor now has rights in the United States. This Security Agreement will create a legal and valid and fully perfected first priority security interest in the Collateral in which each Grantor later acquires rights, when such Grantor acquires those rights and Administrative Agent makes additional filings with the United States Copyright Office, and Patent and Trademark Office and/or other offices as are necessary to perfect Administrative Agent's security interest in subsequent ownership rights and interests of such Grantor in the Collateral.

4.4 Except for those with respect to Permitted Encumbrances, so long as any Secured Obligation remains outstanding, no Grantor will execute, and there will not be on file in any public office, any effective financing statement or other document or instrument covering the Collateral.

4.5 On the date hereof, each Grantor's chief executive office, principal place of business and the place where such Grantor maintains its records concerning the Collateral are located at the address set forth on the signature page hereof on the date hereof, and such Grantor's corporate name, type of organization, jurisdiction of organization, and corporate identification number set forth on the signature page hereof on the date hereof are all true and correct.

4.6 Each Grantor has the full corporate power and authority to grant the security interest in the Collateral made hereby and to make the conditional assignment.

4.7 All information furnished to the Administrative Agent concerning the Collateral and proceeds thereof, for the purpose of inducing Administrative Agent to enter into the Loan and Security Agreement and the transactions contemplated thereby, is or will be at the time the information is furnished, accurate and correct in all material respects.

4.8 To the best of each Grantor's knowledge and belief following diligent inquiry, no infringement, breach or unauthorized use presently is being made of any of the Collateral which has or may reasonably be expected to have, alone or in the aggregate, an adverse effect on the value or enforceability of, or any rights of such Grantor or the Administrative Agent in, any material Collateral. Each Grantor has advised the Administrative Agent of the existence of all material contractual restrictions on the use of the Collateral.

4.9 To the best of each Grantor's knowledge and belief following diligent inquiry, (i) there are no obligations to, covenants to or restrictions from third parties affecting such Grantor's use, disclosure, enforcement, transfer or licensing of the Collateral (other than (A) this Security Agreement, (B) the Loan and Security Agreement, (C) the other Paradox Loan Documents, (D) the Wells Loan Documents, and (E) the Subordinated Debt Documents); (ii) all Collateral that is owned by such Grantor is valid and enforceable; (iii) such Grantor has the right to use all Collateral that is necessary for the operation of such Grantor's business as presently conducted and as proposed by such Grantor to be conducted; (iv) such Grantor has taken all actions necessary to maintain and protect all Collateral and no loss of such Collateral is pending, reasonably foreseeable or threatened; (v) there has been no claim made or threatened by or against such Grantor asserting the invalidity, misuse or unenforceability of any item of Collateral or challenging such Grantor's right to use or ownership of any item of Collateral, and there are no grounds for any such claim or challenge; (vi) there is not and has not been any actual or threatened infringement, misappropriation, breach or other violation of any Collateral, and there are no facts raising a likelihood of infringement, misappropriation, breach or other violation; (vii) except for Permitted Encumbrances, the consummation of the transactions contemplated by (or previously undertaken in reliance on) (A) this Security Agreement, (B) the Loan and Security Agreement, (C) the other Paradox Loan Documents, (D) the Wells Loan Documents, and (E) the Subordinated Debt Documents will not alter, impair or extinguish any rights of such Grantor in the Collateral; (viii) no Grantor has infringed, misappropriated or otherwise violated, and no Grantor infringes, misappropriates, or otherwise violates, any intellectual property or proprietary right of any other person or entity; and (ix) there has been no claim made or, to such Grantor's knowledge, threatened against such Grantor alleging infringement, misappropriation or other violation of intellectual property.

4.10. No Grantor owns any Patents, Trademarks or Copyrights registered in, or the subject of pending applications in, the United States Copyright Office or Patent and Trademark Office, other than those described on Schedule A hereto. As of the date each Compliance Certificate is delivered to Administrative Agent, no Grantor owns any Patents, Trademarks, or Copyrights registered in, or the subject of pending applications in, the United States Copyright Office or Patent and Trademark Office, other than those described on Schedule A hereto and in any such Compliance Certificate or in any Compliance Certificate previously delivered.

5. COVENANTS. Each Grantor covenants and agrees with Administrative Agent that from and after the date of this Security Agreement and until the Secured Obligations have been performed and paid in full (other than any Continuing Future Indemnification Obligations):

5.1 **Disposition of Collateral.** No Grantor shall sell, lease, assign, transfer, encumber, rent, option or otherwise dispose of any of the Collateral, or contract to do so. No Grantor shall,

without the Administrative Agent's prior written consent, enter into any agreement or amend, alter or modify any existing agreement, including, without limitation, any license, related to any or all of the Collateral. Each Grantor also agrees to maintain the quality of any and all merchandise and/or services in connection with which the Trademarks are used, substantially consistent with or better than the quality of said merchandise and/or services as of the date hereof.

5.2 Relocation of Business or Collateral. No Grantor shall relocate its chief executive office, principal place of business or its records from such address(es) provided to Administrative Agent pursuant to Section 4(d) above without prior written notice to Administrative Agent.

5.3 Limitation on Liens on Collateral. No Grantor shall, directly or indirectly, create, permit or suffer to exist, and shall defend the Collateral against and take such other action as is necessary to remove, any Lien on the Collateral (other than Permitted Encumbrances).

5.4 Maintenance of Records. Each Grantor shall keep and maintain at its own cost and expense records of the Collateral that are complete in all material respects.

5.5 Registration and Maintenance of Intellectual Property Rights. Except as would not have an adverse effect on the value or enforceability of, or any rights of any Grantor or the Administrative Agent in, any material Collateral, each Grantor shall (i) use commercially reasonable efforts to diligently prosecute or maintain, as applicable, any Patent, Trademark or Copyright, including filing of renewals, affidavits of use, affidavits of incontestability and opposition, interference and cancellation proceedings, pending as of the date hereof or thereafter, or (ii) promptly make applications for, register or cause to be registered (to the extent not already registered and consistent with good faith business judgment) any Copyright, Copyright License, any Patent, Patent License, any Trademark or Trademark License, which is (a) set forth in Schedule A or Schedule B or (b) is individually or in the aggregate, material to the conduct of such Grantor's business, with the United States Copyright Office, Patent and Trademark Office, or any other similar office or agency in any other country or political subdivision thereof, as applicable, including, without limitation, in all such cases the filing and payment of maintenance, registration and/or renewal fees, the filing of applications for renewal, affidavits of use, affidavits of noncontestability, the filing and diligent prosecution of opposition, interference and cancellation proceedings, and promptly responding to all United States Copyright Office or Patent and Trademark Office requests and inquiries. Except as would not have an adverse effect on the value or enforceability of, or any rights of any Grantor or the Administrative Agent in, any material Collateral, each Grantor also agrees to preserve and maintain all rights in the Collateral. Any expenses incurred in connection with prosecution, registration and maintenance shall be borne by Grantors. Each Grantor further agrees to retain experienced patent, trademark and copyright attorneys for the filing and prosecution of all such applications and other proceedings when and if applicable. Except as would not have an adverse effect on the value or enforceability of, or any rights of any Grantor or the Administrative Agent in, any material Collateral, no Grantor shall, without Administrative Agent's prior written consent, abandon any rights in or fail to pay any maintenance or renewal fee for any Patent, Trademark or Copyright listed in Schedule A or breach, terminate, fail to renew or extend, or fail to perform any duties or

obligations for any License listed in Schedule B. Each Grantor further agrees that it will not take any action, or permit any action to be taken by any Person to the extent that such Person is subject to its control, including licensees, or fail to take any action, which would affect the validity, priority, perfection or enforcement of the rights granted to the Administrative Agent under this Security Agreement, and any such action if it shall take place shall be null and void and of no effect whatsoever. If any Grantor fails to comply with any of the foregoing provisions of this Section 5.5, the Administrative Agent shall have the right (but shall not be obligated) to do so on behalf of such Grantor to the extent permitted by law, but at such Grantor's expense, and the Grantors hereby agree, jointly and severally, to reimburse the Administrative Agent in full for all expenses, including the fees and disbursements of counsel incurred by the Administrative Agent in procuring, protecting, defending and maintaining the Collateral. In the event that any Grantor shall fail to pay when due any fees required to be paid by it hereunder, or shall fail to comply with any other duty under this Security Agreement, the Administrative Agent may, but shall not be required to, pay, satisfy, discharge or bond the same for the account of such Grantor, and all monies so paid out shall be Secured Obligations of such Grantor payable within five (5) Business Days of demand, together with interest at the Default Rate.

5.6 Use of Collateral. No Grantor shall use any Collateral or permit any Collateral to be used in violation of (i) any provision of the Loan Agreement, this Security Agreement or any other Credit Document, (ii) any applicable Governmental Rule or Contractual Obligation where such use could have an adverse effect on the value or enforceability of, or any rights of any Grantor or the Administrative Agent in, any material Collateral, or (iii) any policy of insurance covering the Collateral where such use could have an adverse effect on the value or enforceability of, or any rights of any Grantor or the Administrative Agent in, any material Collateral.

5.7 Notification Regarding Changes in Intellectual Property. Each Grantor shall promptly (and, for any new Copyright, Patent, Trademark or License created, acquired or otherwise owned during any fiscal quarter, in no event later than the due date of the quarterly Compliance Certificate for such quarter) advise Administrative Agent of any right, title or interest of such Grantor obtained after the date hereof in or to any material Copyright, Patent, Trademark or License not specified on Schedule A hereto, the provisions of Section 2 above shall automatically apply thereto, and such notice shall be deemed to amend Schedule A hereto and each Grantor hereby further authorizes and appoints Administrative Agent as such Grantor's attorney-in-fact solely to the extent necessary to modify or amend such Schedule, as necessary, to reflect any addition or deletion to such ownership rights, and pursuant to Schedule D, to make any additional filings. Each Grantor hereby authorizes the Administrative Agent to modify this Security Agreement by amending Schedules A and B to include any future Copyrights, Patents, Trademarks or Licenses that Administrative Agent becomes aware of and which are Collateral under Section 2 above. Administrative Agent will make good faith efforts to provide copies of such amended Schedules A and B to the Grantors, provided that, Administrative Agent's failure to provide such copies shall not constitute a breach of this Agreement nor render such amendments ineffective. In addition to any requirements in this Security Agreement for notification, each Grantor shall also provide the Administrative Agent with quarterly reports that identify the status of the Collateral, any new Copyrights, Patents, Trademarks and/or Licenses, any newly filed applications, the status of any pending applications, the payment of any

maintenance or renewal fees, the status of Litigation and licensing, any threats of Litigation, the identification of any known or suspected infringers and the discovery of any prior art or any other information that may affect the validity or enforceability of the Collateral.

5.8 Defense of Intellectual Property. Each Grantor shall (i) protect, defend and maintain the validity and enforceability of all material current and future Copyrights, Patents and Trademarks, (ii) use its commercially reasonable efforts to detect material infringements of such Copyrights, Patents and Trademarks and promptly advise Administrative Agent in writing of material infringements detected and (iii) not allow any material Copyrights, Patents or Trademarks to be abandoned, forfeited or dedicated to the public. No Grantor shall commence, or cause to be commenced, any action, proceeding, lawsuit, mediation or arbitration relating to the Collateral without the prior written consent of the Administrative Agent, such consent not to be unreasonably withheld, nor shall any Grantor engage in any activity or conduct that could give rise to declaratory judgment jurisdiction. At the Grantors' sole expense, Administrative Agent shall have the right (but shall not be obligated) to select counsel and/or participate in any action, proceeding, lawsuit, mediation or arbitration that could affect the rights in, validity or enforceability of the Collateral. In addition, any proposed settlement or compromise of any action, proceeding, lawsuit, mediation or arbitration that could affect value, validity or enforceability of, or any rights of any Grantor or the Administrative Agent in, the Collateral must be approved, in writing, by the Administrative Agent.

5.9 Continued Use. Each Grantor (either directly or through licensees) will continue to use the Trademarks in connection with each and every trademark class of goods or services applicable to its current line of products or services as reflected in its current catalogs, brochures, price lists or similar materials in order to maintain the Trademarks in full force and effect free from any claim of abandonment for nonuse, and such Grantor will not (and will not permit any licensee thereof to) do any act or knowingly omit to do any act whereby any Trademark may become invalidated. No Grantor will do any act, or omit to do any act, whereby the Patents or Patent registrations may become abandoned or dedicated or the remedies available against potential infringers weakened if any action or omission could have an adverse effect on the value or enforceability of, or any rights of any Grantor or the Administrative Agent in, any Collateral and shall notify the Administrative Agent immediately if it knows of any reason or has reason to know that any such Patent registration may become abandoned or dedicated. No Grantor will do any act or omit to do any act, whereby the Copyrights may become abandoned or dedicated or the remedies available against potential infringers weakened if such action or omission could have an adverse effect on the value or enforceability of, or any rights of any Grantor or the Administrative Agent in, any material Collateral, and shall notify the Administrative Agent immediately if it knows of any reason or has reason to know that any such Copyright may become abandoned or dedicated.

5.10 Further Assurances; Pledge of Instruments. At any time and from time to time, upon the written reasonable request of Administrative Agent, and at the sole expense of the Grantors, the Grantors shall promptly and duly execute and deliver any and all such further instruments and documents (including, without limitation, control agreements) and take such further action as Administrative Agent may reasonably deem necessary or desirable to obtain the full benefits of this Security Agreement, including, without limitation, facilitating the filing of

UCC-1 Financing Statements in all applicable jurisdictions and this Security Agreement (and any amendment hereto) or any other document that the Administrative Agent may reasonably deem necessary, including, without limitation, any filing described in Schedule D or any other collateral assignment, (and any amendments thereto) with the United States Copyright Office, Patent and Trademark Office and/or the state or foreign equivalents of these offices, as applicable.

5.11 Right of Inspection and Audit. Upon reasonable notice to the Grantors (unless an Event of Default has occurred and is continuing, in which case no notice is necessary), Administrative Agent shall at all times have full and free access during normal business hours (or during an Event of Default at any time) to all the books, records, correspondence, office, facilities and operations of such Grantor relating to the Collateral, including, without limitation, such Grantor's quality control processes, and Administrative Agent or any agents or representatives of Administrative Agent may examine the same, take extracts therefrom and make photocopies thereof, and such Grantor agrees to render to Administrative Agent, at such Grantor's cost and expense, such clerical and other assistance as may be reasonably requested with regard thereto, provided, however, that (unless an Event of Default has occurred and is continuing) (a) such Grantor shall have the right to be present during Administrative Agent's examination and (b) such examination shall not unreasonably interfere with the conduct of such Grantor's business.

5.12 Continuous Perfection. No Grantor shall change its name, identity, corporate structure, jurisdiction of organization or corporation identification number in any manner which might make any financing or continuation statement filed in connection herewith seriously misleading within the meaning of Section 9-506 of the UCC (or any other then applicable provision of the UCC) unless such Grantor gives Administrative Agent thirty (30) days prior written notice thereof and takes all action necessary or reasonably requested by Administrative Agent to amend such financing statement or continuation statement so that it is not seriously misleading.

5.13 Power of Attorney. Each Grantor hereby irrevocably appoints Administrative Agent (and any of Administrative Agent's designated officers or employees) as such Grantor's true and lawful attorney-in-fact to, in accordance with the terms hereof, perform (but Administrative Agent shall not be obligated to and shall incur no liability to any Grantor or any third party for failure so to do) any act which such Grantor is obligated by this Security Agreement to perform, and to exercise such rights and powers as such Grantor might exercise with respect to the Collateral, including, without limitation, the right to: (a) collect by legal proceedings or otherwise and endorse, receive and receipt for all royalties, payments, proceeds and other sums and Property now or hereafter payable on or on account of the Collateral; (b) send requests for verification of Accounts and Licenses or notify account debtors or licensees of Administrative Agent's security interest in the Accounts and Licenses; (c) endorse such Grantor's name on any checks or other forms of payment or security that may come into Administrative Agent's possession in connection with the Collateral; (d) sign such Grantor's name on any invoice or bill of lading relating to any Account, drafts against account debtors, schedules and assignments of Accounts and Licenses, verifications of Accounts and Licenses, and notices to account debtors and licensees, (e) make, settle and adjust all claims under and decisions with

respect to such Grantor's policies of insurance relating to the Collateral; (f) settle and adjust disputes and claims respecting the Accounts and Licenses directly with account debtors and licensees, for amounts and upon terms which Administrative Agent determines to be reasonable; (g) modify, in its sole discretion, any intellectual property security agreement entered into between such Grantor and Administrative Agent without first obtaining such Grantor's approval of or signature to such modification by amending reference to any right, title or interest in any Copyright, Patent, Trademark or License, acquired by such Grantor after the execution hereof or to delete any reference to any right, title or interest in any Copyright, Patent, Trademark or License, in which such Grantor no longer has or claims any right, title or interest; (h) endorse each Grantor's name on all applications, documents, papers and instruments necessary or desirable for the Administrative Agent in the use of the Collateral, (i) take any other actions with respect to the Collateral as the Administrative Agent deems in the best interest of the Administrative Agent (consistent with any enforceable restrictions in Licenses to such Grantor); (j) grant or issue any exclusive or non-exclusive license under the Collateral to anyone (consistent with any enforceable restrictions in Licenses to such Grantor); (k) pay any indebtedness of such Grantor relating to the Collateral; and (l) assign, pledge, convey or transfer title in or dispose of the Collateral to anyone, including the Administrative Agent or a third party to the extent permitted under the UCC, free and clear of any encumbrance upon title thereof (other than any encumbrance created by this Security Agreement and consistent with any enforceable restrictions in Licenses to such Grantor); provided, however, that Administrative Agent shall exercise the powers set forth in subsections (a) through (l) only after the occurrence and during the continuance of an Event of Default. Each Grantor hereby irrevocably appoints Administrative Agent (and any of Administrative Agent's designated officers or employees) as such Grantor's true and lawful attorney-in-fact to and in accordance with the terms hereof: (x) file, in its sole discretion, one or more financing or continuation statements and amendments thereto, relative to any of the Collateral without the signature of such Grantor where permitted by law; and (y) with respect to the Trademarks, file a copy of this Security Agreement with the U.S. Patent and Trademark Office. The appointment of Administrative Agent as each Grantor's attorney-in-fact, and each and every one of Administrative Agent's rights and powers, being coupled with an interest, is irrevocable until all of the Secured Obligations have been fully repaid and performed and Administrative Agent's obligations under the Paradox Loan Documents are terminated. Each Grantor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue of this Security Agreement. In furtherance of the powers granted in this Section 5.13, each Grantor shall execute and deliver to Administrative Agent, a Special Power of Attorney in the form of Attachment 1 hereto.

6. RIGHTS AND REMEDIES UPON DEFAULT.

6.1 Each Grantor shall be deemed in default under this Security Agreement upon the occurrence and during the continuance of an Event of Default, as that term is defined in the Loan and Security Agreement. In addition to all other rights and remedies granted to Administrative Agent by this Security Agreement, the Loan and Security Agreement, the other Credit Documents, the UCC and other applicable Governmental Rules, the Administrative Agent may, upon the occurrence and during the continuance of any Event of Default, exercise any one or more of the following rights and remedies: (a) collect, receive, appropriate or realize upon the Collateral or otherwise foreclose or enforce Administrative Agent's security interests in any or

all Collateral in any manner not prohibited by applicable Governmental Rules or in this Security Agreement; (b) notify any or all licensees of Collateral to make payments thereon directly to Administrative Agent; (c) sell, license or otherwise dispose of any or all Collateral at one or more public or private dispositions, whether or not such Collateral is present at the place of sale, for cash or credit or future delivery, on such commercially reasonable terms and in such commercially reasonable manner as the Administrative Agent may determine; (d) upon five (5) Business Days' prior notice to any Grantor, direct such Grantor not to make any further use of the Patents, the Trademarks (or any mark similar thereto), or the Copyrights (or any work deriving therefrom) for any purpose; (e) license, whether general, special or otherwise, and whether on an exclusive or nonexclusive basis, any of the Patents, Trademarks or Copyrights, throughout the world for such term or terms, on such conditions, and in such manner, as Administrative Agent shall in its sole discretion determine (including a license to Administrative Agent to enable Administrative Agent to dispose of inventory of any Grantor); (f) enforce (and upon notice to any Grantor have the exclusive right to enforce) against any licensee or sublicensee all rights and remedies of such Grantor in, to and under any one or more license agreements with respect to the Collateral (without assuming any obligations or liability thereunder), and take or refrain from taking any action under any thereof; (g) use, without charge, any Trademark, trade name, trade style, Copyright, Patent, License, other intellectual property or process used or owned by such Grantor; and (h) in addition to the foregoing, in order to implement the assignment, sale or other disposal of any of the Collateral, pursuant to the authority granted in Section 6.1 hereof, execute and deliver on behalf of such Grantor, upon five (5) Business Days' prior notice to such Grantor, one or more instruments of assignment of the Patents, Trademarks or Copyrights (or any application or registration thereof), in form suitable for filing, recording or registration in any country.

Without limiting the generality of the foregoing, Grantor expressly agrees that in any such event, and during the existence and continuation of an Event of Default, Administrative Agent, without demand of performance or other demand, advertisement or notice of any kind (except the notice specified below of time and place of public or private sale) to or upon Grantor or any other Person (all and each of which demands, advertisements and notices are hereby expressly waived to the maximum extent permitted by the UCC and other applicable law), may forthwith maintain, collect, receive, appropriate and realize upon the Collateral, or any part thereof, and may forthwith sell, lease, license, assign, give an option or options to purchase or sell or otherwise dispose of and deliver said Collateral (or contract to do so), or any part thereof (consistent with any enforceable restrictions in Licenses to Grantor), in one or more parcels at public or private sale or sales, at any exchange or broker's board or at any of Administrative Agent's offices or elsewhere at such prices as it may deem best, for cash or on credit or for future delivery without assumption of any credit risk. Administrative Agent shall have the right upon any such public sale or sales, and, to the extent permitted by law, upon any such private sale or sales, to purchase the whole or any part of said Collateral so sold, free of any right or equity of redemption, which equity of redemption Grantor hereby releases. During the period of any Event of Default, all proceeds from the use of the Trademarks by Grantor shall inure to the benefit of the Administrative Agent. Administrative Agent shall apply the net proceeds of any such collection, recovery, receipt, appropriation, realization or sale as provided in Section 6.4 hereof, Grantor remaining liable for any deficiency remaining unpaid after such application, and to the extent required by the UCC, only after so paying over such net proceeds and after the payment by

Administrative Agent of any other amount required by any provision of law, need Administrative Agent account for the surplus, if any, to Grantor. To the maximum extent permitted by applicable law, Grantor waives all claims, damages, and demands against Administrative Agent arising out of the repossession, retention or sale of the Collateral except such as arise out of the gross negligence or willful misconduct of Administrative Agent. Grantor agrees that Administrative Agent need not give more than ten (10) days' notice (which notification shall be deemed given when mailed, postage prepaid, or personally delivered, addressed to Grantor at its address set forth on the signature page hereof) of the time and place of any public sale or of the time after which a private sale may take place and that such notice is reasonable notification of such matters. Grantor shall remain liable for any deficiency if the proceeds of any sale or disposition of the Collateral are insufficient to pay all amounts to which Administrative Agent is entitled, Grantor also being liable for the reasonable fees of any attorneys employed by Administrative Agent to collect such deficiency.

6.2 Each Grantor also agrees, jointly and severally, to pay all fees, costs and expenses of Administrative Agent, including, without limitation, attorneys' fees, incurred in connection with the enforcement of any of its rights and remedies hereunder.

6.3 Grantor hereby waives presentment, demand, protest or any notice (to the maximum extent permitted by applicable law) of any kind in connection with this Security Agreement or any Collateral.

6.4 The Proceeds of any sale, disposition or other realization upon all or any part of the Collateral shall be distributed by Administrative Agent in the following order of priorities:

FIRST, to Administrative Agent in an amount sufficient to pay in full the reasonable costs of Administrative Agent in connection with such sale, disposition or other realization, including all fees, costs, expenses, liabilities and advances reasonably incurred or made by Administrative Agent in connection therewith, including, without limitation, reasonable attorneys' fees;

SECOND, to Administrative Agent in an amount equal to the then unpaid Secured Obligations; and

FINALLY, upon payment in full of the Secured Obligations (other than any Continuing Future Indemnification Obligations), to Grantor or its representative, in accordance with the UCC or as a court of competent jurisdiction may direct.

7. ADMINISTRATIVE AGENT'S RIGHT TO SUE. From and after the occurrence and during continuation of an Event of Default, the Administrative Agent shall have a right, but shall in no way be obligated, to bring suit for past, present and future damages in its own name and for its own benefit to enforce the Copyrights, Patents, Trademarks and Licenses, and if the Administrative Agent commences any such suit, each Grantor shall, at the request of the Administrative Agent, use commercially reasonable efforts to do any and all lawful acts and execute any and all proper documents required by the Administrative Agent in aid of such enforcement.

8. **LIMITATION ON ADMINISTRATIVE AGENT'S DUTY IN RESPECT OF COLLATERAL.** Administrative Agent shall deal with the Collateral in the same manner as it deals with similar property for its own account. Administrative Agent shall be deemed to have acted reasonably in the custody, preservation and disposition of any of the Collateral if it takes such action as any Grantor requests in writing, but failure of Administrative Agent to comply with any such request shall not in itself be deemed a failure to act reasonably and no failure of Administrative Agent to do any act not so requested shall be deemed a failure to act reasonably.

9. **INDEMNIFICATION AND RELEASE.**

9.1 Each Grantor assumes all responsibility and liability arising from the use of the Patents, Trademarks and Copyrights, and each Grantor hereby indemnifies and holds Administrative Agent, each Lender and their respective directors, officers, employees, agents and any of their respective Affiliates ("Indemnitees") harmless from and against any claim, suit, loss, damage or expense (including attorneys' fees and expenses) arising out of or in connection with any alleged infringement of any patent, trademark, service mark, trade name, trade secret or copyright of a third party or alleged defect in any product manufactured, promoted or sold by the Grantors (or any Affiliate of the Grantors) in connection with any Patent, Trademark or Copyright or out of the manufacture, promotion, labeling, sale or advertisement of any product or service by the Grantors (or any Affiliate of the Grantors). Each Grantor agrees that Administrative Agent and the Lenders do not assume, and shall have no responsibility for, the payment of any sums due or to become due under any agreement or contract included in the Collateral or the performance of any obligations to be performed under or with respect to any such agreement or contract by the Grantors, and each Grantor hereby agrees to indemnify and hold each Indemnitee harmless with respect to any and all claims by any Person relating thereto.

9.2 Each Grantor agrees to indemnify and hold the Indemnitees harmless from and against any claim, suit, loss, damage or expense (including attorneys' fees and expenses) arising out of or in connection with any action taken or omitted to be taken by Administrative Agent hereunder with respect to any license agreement of the Grantors.

9.3 Each Grantor agrees to indemnify and hold the Indemnitees harmless from and against any claim, suit, loss, damage or expense (including attorneys' fees and expenses) arising out of or in connection with any claim, suit or proceeding instituted by any Grantor or in which any Grantor participates.

9.4 Each Grantor hereby releases the Indemnitees from any claims, causes of action and demands at any time arising out of or with respect to any actions taken or omitted to be taken by the Administrative Agent under the powers of attorney granted in Section 5.13 hereof, other than actions or omissions determined by a final, non-appealable judgment of a court of competent jurisdiction to have arisen through the gross negligence or willful misconduct of such Indemnitees.

9.5 Each Grantor agrees to cause Administrative Agent to be named as an additional insured with respect to any policy of insurance held by the Grantors from time to time covering product liability or intellectual property infringement risk.

9.6 Nothing contained in this Section 9 shall, however, be deemed to require the Grantors to indemnify or hold harmless any Indemnitee from or against any losses, costs, suits, expenses, claims or damages to the extent determined by a final, non-appealable judgment of a court of competent jurisdiction to have arisen from such Indemnitee's gross negligence or willful misconduct.

10. MISCELLANEOUS.

10.1 No Waiver; Cumulative Remedies.

10.1.1 Administrative Agent shall not by any act, delay, omission or otherwise be deemed to have waived any of its respective rights or remedies hereunder, nor shall any single or partial exercise of any right or remedy hereunder on any one occasion preclude the further exercise thereof or the exercise of any other right or remedy.

10.1.2 The rights and remedies hereunder provided are cumulative and may be exercised singly or concurrently and are not exclusive of any rights and remedies provided by law. Grantor acknowledges and agrees that this Security Agreement is not intended to limit or restrict in any way the rights and remedies of the Administrative Agent but rather is intended to facilitate the exercise of such rights and remedies. The Administrative Agent shall have, in addition to all other rights and remedies given it by the terms of the Security Agreement, all rights and remedies allowed by law and the rights and remedies of a secured party under the UCC. Recourse to security will not be required at any time.

10.1.3 None of the terms or provisions of this Security Agreement may be waived, altered, modified or amended except by an instrument in writing, duly executed by a Grantor and Administrative Agent (with the written approval of the Required Lenders or such other Person, if such approval is required under the Loan and Security Agreement). Unless otherwise specified in any such waiver or consent, a waiver or consent given hereunder shall be effective only in the specific instance and for the specific purpose for which given.

10.2 Releases.

10.2.1 This Security Agreement is made for collateral purposes only. Subject to Section 10.2.2 below, at such time as the Secured Obligations shall have been paid and performed in full and Grantor has no further obligations under or with respect to the Loan and Security Agreement or the other Paradox Loan Documents (other than any Continuing Future Indemnification Obligations), the Collateral shall be automatically released from the Liens created hereby, and this Security Agreement and all obligations of Administrative Agent and each Grantor hereunder shall automatically terminate, all without delivery of any instrument or performance of any act by any party, and all rights to the Collateral shall revert to the Grantors. At the request and sole expense of any Grantor following any such termination, Administrative Agent shall deliver to such Grantor all termination statements, releases or other instruments as may be necessary or proper to revest in such Grantor (without recourse to or warranty by the Administrative Agent, except for encumbrances created by the Administrative Agent, provided that no such recourse or warranty shall apply to any Collateral sold or otherwise disposed of by the Administrative Agent

pursuant to this Security Agreement) all right, title and interest in and to the Collateral granted in this Security Agreement, subject to any acceptance or disposition of Collateral which may have been made by the Administrative Agent pursuant to this Security Agreement.

10.2.2 This Security Agreement and the security interests granted herein shall remain in full force and effect and continue to be effective if at any time payment and performance of the Secured Obligations, or any part thereof, is, pursuant to applicable law, avoided, rescinded or reduced in amount, or must otherwise be restored or returned by any obligee of the Secured Obligations, whether as a "voidable preference," "fraudulent conveyance" or otherwise, all as though such payment or performance had not been made. In the event that any payment, or any part thereof, is avoided, rescinded, reduced, restored or returned, the Secured Obligations and the security interests granted herein shall be reinstated and the Secured Obligations shall be deemed reduced only by such amount paid and not so avoided, rescinded, reduced, restored or returned. The provisions of this Section 10.2.2 shall survive repayment of all of the Secured Obligations, and the termination of this Security Agreement in any manner.

10.3 **Successor and Assigns.** This Security Agreement and all obligations of the Grantors hereunder shall be binding upon the successors and permitted assigns of the Grantors, and shall, together with the rights and remedies of Administrative Agent hereunder, inure to the benefit of Administrative Agent, any future holder of any of the Secured Obligations and their respective successors and assigns. To the extent permitted by the Loan and Security Agreement, the Administrative Agent may, without cost or expense to the Grantors, assign all or any part of, or any interest (undivided or divided) in, the Administrative Agent's rights and benefits under this Security Agreement including, without limitation, the right, title or interest in and to the Collateral. To the extent of any assignment by the Administrative Agent, the assignee shall have the same rights and benefits against the Grantors hereunder as it would have had if such assignee were the Administrative Agent. No Grantor may assign or transfer its rights or obligations under this Security Agreement without the prior written consent of the Administrative Agent and each Lender, which consent may be granted or withheld at the sole discretion of the Administrative Agent. Any purported assignment or transfer in contravention of the foregoing shall be null and void. No sales of participations, other sales, assignments, transfers or other dispositions of any agreement governing or instrument evidencing the Secured Obligations or any portion thereof or interest therein shall in any manner affect the Lien granted to Administrative Agent hereunder. Notwithstanding (a) any other provision herein or in the Loan and Security Agreement to the contrary, any transfer or assignment of the Secured Obligations (or any portion thereof), the Term Notes or this Security Agreement shall be subject to the terms and conditions of the Wells Intercreditor Agreement, including, without limitation, the terms of the Paradox-Wells Fargo License (as defined in the Wells Intercreditor Agreement) granted thereunder and (b) any failure by the Administrative Agent or any Lender to obtain the consent of Wells Fargo as required by such Wells Intercreditor Agreement, any holder of the Term Notes and successor or assignee of the Administrative Agent or any Lender hereunder shall be bound by any continuing obligations of Administrative Agent or any Lender under the Wells Intercreditor Agreement as if such holder, successor or assignee were a party thereto.

10.4 **Further Indemnification; Payment of Taxes.** Each Grantor agrees to pay, and to save Administrative Agent harmless from, any and all liabilities with respect to, or resulting from

any delay in paying, any and all excise, sales, property or other similar taxes which may be payable or determined to be payable with respect to any of the Collateral or in connection with any of the transactions contemplated by this Security Agreement.

10.5. Notices. Except as otherwise specified herein, all notices, requests, demands, consents, instructions or other communications to or upon the Grantors (care of the Borrower) or the Administrative Agent under this Security Agreement shall be given as provided in Section 8.01 of the Loan and Security Agreement.

10.6 Counterparts. This Security Agreement may be executed in any number of separate counterparts, each of which, when so executed, shall be deemed an original, and all of said counterparts taken together shall be deemed to constitute but one and the same instrument.

10.7 Payments, Free of Taxes, Etc. All payments made by the Grantors under this Security Agreement shall be made by the Grantors free and clear of and without deduction for any and all present and future taxes, levies, charges, deductions and withholdings (except as otherwise provided in the Loan and Security Agreement). In addition, the Grantors shall pay upon demand any stamp or other taxes, levies or charges of any jurisdiction with respect to the execution, delivery, registration, performance and enforcement of this Security Agreement. Upon request by Administrative Agent, the Grantors shall furnish evidence satisfactory to Administrative Agent that all requisite authorizations and approvals by, and notices to and filings with, governmental authorities and regulatory bodies have been obtained and made and that all requisite taxes, levies and charges have been paid.

10.8 Severability. If any provision of this Security Agreement is held to be unenforceable under applicable law for any reason, it shall be adjusted, if possible, rather than voided in order to achieve the intent of the parties to the extent possible. In any event, all other provisions of this Security Agreement shall be deemed valid and enforceable to the fullest extent possible under applicable law

10.9 Governing Law. IN ALL RESPECTS, INCLUDING ALL MATTERS OF CONSTRUCTION, VALIDITY AND PERFORMANCE, THIS SECURITY AGREEMENT AND THE SECURED OBLIGATIONS ARISING HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND PERFORMED IN SUCH STATE EXCEPT TO THE EXTENT THAT PERFECTION OR THE EFFECT OF PERFECTION OF ANY SECURITY INTEREST IN THE COLLATERAL MAY BE GOVERNED BY THE LAWS OF ANY OTHER JURISDICTION.

10.10 Consent to Jurisdiction and Service of Process; Waiver of Jury Trial. ALL JUDICIAL PROCEEDINGS BROUGHT AGAINST EACH PARTY HERETO WITH RESPECT TO THIS SECURITY AGREEMENT MAY BE BROUGHT IN ANY STATE OR FEDERAL COURT OF COMPETENT JURISDICTION SITTING IN THE CITY OF NEW YORK, NEW YORK, AND BY EXECUTION AND DELIVERY OF THIS SECURITY AGREEMENT, EACH PARTY HERETO ACCEPTS, FOR ITSELF AND IN CONNECTION WITH ITS PROPERTIES, GENERALLY AND UNCONDITIONALLY, THE

NONEXCLUSIVE JURISDICTION OF THE AFORESAID COURTS, AND IRREVOCABLY AGREES TO BE BOUND BY ANY FINAL JUDGMENT RENDERED THEREBY IN CONNECTION WITH THIS SECURITY AGREEMENT FROM WHICH NO APPEAL HAS BEEN TAKEN OR IS AVAILABLE. EACH PARTY HERETO IRREVOCABLY CONSENTS TO THE SERVICE OF PROCESS OF ANY OF THE AFOREMENTIONED COURTS IN ANY SUCH ACTION OR PROCEEDING BY THE MAILING OF COPIES THEREOF BY REGISTERED OR CERTIFIED MAIL, POSTAGE PREPAID, TO ITS NOTICE ADDRESS, SUCH SERVICE TO BECOME EFFECTIVE TEN (10) DAYS AFTER SUCH MAILING. EACH OF PARTIES HERETO IRREVOCABLY WAIVES (I) TRIAL BY JURY IN ANY ACTION OR PROCEEDING WITH RESPECT TO THIS SECURITY AGREEMENT, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW AND (II) ANY OBJECTION (INCLUDING, WITHOUT LIMITATION, ANY OBJECTION OF THE LAYING OF VENUE OR BASED ON THE GROUNDS OF FORUM NON CONVENIENS) WHICH IT MAY NOW OR HEREAFTER HAVE TO THE BRINGING OF ANY SUCH ACTION OR PROCEEDING WITH RESPECT TO THIS SECURITY AGREEMENT IN ANY JURISDICTION SET FORTH ABOVE. NOTHING HEREIN SHALL AFFECT THE RIGHT TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY LAW OR SHALL LIMIT THE RIGHT OF THE SECURED PARTY TO BRING PROCEEDINGS AGAINST GRANTOR IN THE COURTS OF ANY OTHER JURISDICTION.

10.11 Advice of Counsel. Each Grantor represents to the Administrative Agent that such Grantor's attorneys have reviewed this Security Agreement and that it has discussed this Security Agreement with its attorneys.

10.12 Section and Heading Titles. The section and heading titles are for convenience and reference only and shall not affect in any way the interpretation of any of the provisions of this Security Agreement.

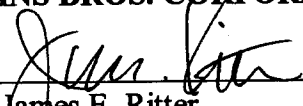
10.13 No Inconsistent Requirements. This Security Agreement, the Loan and Security Agreement and the other Paradox Loan Documents may use or require several different limitations, requirements, covenants, representations, warranties, tests or measurements ("Limitations") to regulate the same or similar matters. All such Limitations, are cumulative and shall each be performed, observed or complied with in accordance with their terms.

10.14 Time is of the Essence. Time is of the essence for the performance of each of the terms and provisions of this Security Agreement.

10.15 Additional Grantors. If, pursuant to the terms and conditions of the Loan and Security Agreement, the Borrower shall be required to cause any Person that is not a Grantor to become a Grantor hereunder, such Person shall execute and deliver to the Administrative Agent a Joinder Agreement in the form of Attachment 2 and shall thereafter for all purposes be a party hereto and have the same rights, benefits and obligations as a Grantor party hereto on the Closing Date and shall be deemed to have assigned, conveyed, mortgaged, pledged, granted, hypothecated and transferred to the Administrative Agent for itself and for the pro rata benefit of the Lenders the security interest described in such Joinder Agreement and Section 2 hereof.

IN WITNESS WHEREOF, each of the parties hereto has caused this Security Agreement to be executed and delivered by its duly authorized officer on the date first set forth above.

ROBBINS BROS. CORPORATION

By: 
Name: James E. Ritter
Title: Chief Financial Officer

ADDRESS OF GRANTOR:


Chief Executive Office
5744 San Fernando Road
Glendale, California 91202

Principal Accounting Office
5744 San Fernando Road
Glendale, California 91202

TYPE OF ORGANIZATION: Corporation
JURISDICTION OF ORGANIZATION: Delaware
CORPORATE ID NUMBER: 3895402

ACCEPTED AND ACKNOWLEDGED BY:

PARADOX SYNDICATION LLC,
as agent under the Paradox Loan Agreement

By: 
Name: EDWARD P. MEINTZER
Title: VICE PRESIDENT

Address:

Paradox Syndication LLC
1 Dag Hammarskjold Plaza
885 Second Avenue, 49th Floor
New York, NY 10017
Attention: President
Fax No.: (212) 935-8949

With copies to:

13801 Reese Boulevard West, Suite 110
Huntersville, NC 28078
Attn: Edward P. Meintzer
Fax No.: (704) 947-8635

and

Helms Mulliss & Wicker, PLLC
201 North Tryon Street
Charlotte, NC 28202
Attn: Manley W. Roberts, Esq.
Fax No.: (704) 444-8770

Schedule A To Security Agreement

INTELLECTUAL PROPERTY

Copyrights

None.

Trademarks

I. United States Trademarks

Mark	Serial Number	Filing Date	Registration Number	Registration Date
THE ENGAGEMENT RING STORE	74430884	9/1/1993	2,237,873	4/13/1999
THE WORLD'S BIGGEST ENGAGEMENT RING STORE	76031420	4/21/2000	2,689,729	2/25/2003
ROBBINS BROS. and Banner Design	76506631	4/16/2003	N/A	N/A
WORLD CLASS WEDDINGS AT ROBBINS BROS.	76506633	4/16/2003	2,907,663	12/7/2004
RB AND GLOBE DESIGN	76509010	4/23/2003	2,999,592	9/27/2005
ROBBINS BROS. WORLD'S BIGGEST ENGAGEMENT RING STORE and Sign Design	76521382	6/9/2003	N/A	N/A
THE ENGAGEMENT RING PEOPLE	77000052	9/14/2006	N/A	N/A
ENGAGEMENT DREAMS	77045148	11/22/2006	N/A	N/A
Solana	77047222	11/18/2006	N/A	N/A
ENCHANTE	77047224	11/18/2006	N/A	N/A
VIVANT	77047225	11/18/2006	N/A	N/A
ECHO	77048317	11/20/2006	N/A	N/A
VIVANT THE 18KT CONTEMPORARY COLLECTION	77048954	11/21/2006	N/A	N/A
Perfect Proposals	77050303	11/22/2006	N/A	N/A

Mark	Serial Number	Filing Date	Registration Number	Registration Date
WORLD CLASS WEDDINGS AT ROBBINS BROS. and Design	78266591	6/24/2003	N/A	N/A
ECHO	78370517	2/19/2004	N/A	N/A
RECRUIT-A-PALOOZA	78370707	2/19/2004	3,021,907	11/29/2005
Gemquest	78432014	6/8/2004	N/A	N/A
LOVE2	78441034	6/24/2004	3,049,149	1/24/2006
Skip & Steve's World's Biggest Engagement Ring Store	78491883	9/29/2004	N/A	N/A
CERTIFIED COLLECTION QUALITY	78815951	2/15/2006	N/A	N/A
Prezia	78860436	4/12/2006	N/A	N/A
The Engagement Ring Experts	78932380	7/18/2006	N/A	N/A

II. State Trademarks

Mark	Serial Number	Filing Date	Registration Number	Registration Date	State
ROBBINS BROS. WORLD'S BIGGEST ENGAGEMENT RING STORE	N/A	N/A	53,288	5/3/2000	California

III. Foreign Trademarks

None.

Patents

I. United States

None.

II. Foreign

None.

C825098

TRADEMARK
REEL: 003465 FRAME: 0550

Schedule B To Security Agreement

LICENSES

Copyrights

None.

Trademarks

None.

Patents

None.

Schedule C To Security Agreement

PENDING LITIGATION

None.

Schedule D To Security Agreement

UCC FILING JURISDICTIONS

➤ Delaware

Other Filings

1. U.S. Copyright Office

A. Each Grantor has executed in blank and delivered to the Administrative Agent an assignment of Copyright Licenses and Copyrights set forth in Schedules A and B hereto. The assignment is in the form of Schedule E hereto. Each Grantor hereby authorizes the Administrative Agent to complete and record with the U.S. Copyright Office each assignment upon the occurrence of an Event of Default that is continuing at the time of filing.

B. Each Grantor hereby authorizes the Administrative Agent to file a copy of this Security Agreement with the U.S. Copyright Office for each Copyright License and Copyright set forth in Schedules A and B hereto.

2. U.S. Patent and Trademark Office

A. Patents

1. Each Grantor has executed conditional assignments (in the form of Schedule E hereto) for each Patent License and Patent set forth in Schedule A and B hereto. Each Grantor hereby authorizes the Administrative Agent to file the conditional assignments with the U.S. Patent and Trademark Office (or the appropriate foreign patent office).

2. Each Grantor hereby authorizes the Administrative Agent to file a copy of this Security Agreement with the U.S. Patent and Trademark Office for each Patent License and Patent now or hereafter set forth in Schedules A and B hereto.

B. Trademarks

1. Each Grantor has executed in blank and delivered to the Administrative Agent an assignment of Trademark Licenses and Trademarks set forth in Schedules A and B hereto. The assignment is in the form of Schedule E hereto. Each Grantor hereby authorizes the Administrative Agent to complete and record with the U.S. Patent and Trademark (or the appropriate foreign or state office) each assignment upon the occurrence of an Event of Default that is continuing at the time of filing.

2. Each Grantor hereby authorizes the Administrative Agent to file a copy of this Security Agreement with the U.S. Patent and Trademark Office for each Trademark License and Trademark now or hereafter set forth in Schedules A and B hereto.

3. Foreign Filings

Each Grantor shall promptly and duly execute, deliver and/or file any and all documents and instruments with any foreign recording office with respect to the Collateral and take such further action as Administrative Agent may reasonably deem necessary or desirable to perfect its security interest in the Collateral in any foreign jurisdiction, including, without limitation, any foreign patent, trademark and/or copyright office.

Schedule E To Security Agreement

FORM ASSIGNMENT DOCUMENTS

1. FORM OF COPYRIGHT ASSIGNMENT

COPYRIGHT ASSIGNMENT

This Assignment Agreement (this "Assignment") is made this ___ day of _____, 200__, by and between [NAME], a [TYPE OF ENTITY] ("Assignor") and [NAME], a [TYPE OF ENTITY] ("Assignee") for good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged.

Assignor hereby assigns, grants and delivers (and hereby further agrees to assign, grant and deliver) exclusively unto Assignee all rights, titles and interests of every kind and nature whatsoever in and to the [DESCRIBE COPYRIGHTED MATERIAL], Copyright Registration Nos. _____, copies of which are attached hereto as Annex 1 and incorporated herein by reference, and all copies, versions, and derivatives thereof, (collectively, the "Works"), including all copyrights therein and thereto, all licenses to or for the Works, all renewals thereof, and all copyright registrations therefor. The rights assigned include, but are not limited to, all rights to secure copyright registration, renewals and extensions for those copyrights in the United States and every other country of the world, as well as all rights of publication, right to license, rights to create derivative works and all other rights which are incident to copyright ownership, together with all claims for damages and other remedies by reason of past infringement of any of the foregoing intellectual property rights, with the right to sue for, and collect, the same for Assignee's own use and benefit. Assignor hereby waives and transfers to Assignee any and all moral rights that Assignor may have under the law of any jurisdiction to the maximum extent permissible under law, and acknowledges that Assignee shall have the right to add to, subtract from, rearrange, edit and/or change the Works.

Assignor further agrees to execute and deliver to Assignee, its successors and assigns, such other and further instruments and documents as Assignee reasonably may request for the purpose of establishing, evidencing and enforcing or defending its complete, exclusive, perpetual and worldwide ownership of all rights, titles and interests of every kind and nature whatsoever, including all copyrights, in and to any Work, and Assignor hereby constitutes and appoints Assignee as its agent and attorney-in-fact, with full power of substitution, to execute and deliver such documents or instruments as Assignor may fail or refuse to execute and deliver, this power and agency being coupled with an interest and being irrevocable.

Should there be any conflict between any provision of this Assignment and any present or future law (statutory or common law), contrary to which the parties have no legal or enforceable right to contract, the latter shall prevail, but in such event the provision of this Assignment affected shall be curtailed and limited only to the extent necessary to bring it within legal and enforceable requirements, and the other provisions of this Assignment shall not be affected but shall remain in full force and effect.

Agreed to and accepted this ___ day of _____ 200__.

ASSIGNOR:

[_____]

By: _____

Name: _____

Title: _____

ASSIGNEE:

[_____]

By: _____

Name: _____

Title: _____

**ANNEX 1
FORM OF COPYRIGHT ASSIGNMENT**

[PHOTO OR COPY OF THE WORK PLUS REGISTRATION INFO]

2. FORM OF CONDITIONAL ASSIGNMENT OF PATENTS

CONDITIONAL ASSIGNMENT OF PATENTS

THIS CONDITIONAL ASSIGNMENT is made this ____ day of _____, 200__, by and between [NAME], a [TYPE OF ENTITY] ("Assignee"), and _____, a _____ corporation having its principal offices at _____ ("Assignor").

WITNESSETH:

WHEREAS, Assignor is the sole owner of all right, title and interest in and to or the licensee of the patents, patent applications and inventions identified on attached Annex 1, which is incorporated by reference, and all corresponding patents and patent applications in all jurisdictions worldwide, and divisions, continuations, continuations-in-part, reissues, reexaminations, renewals or extensions thereof, any patent issuing thereon, and all licenses to or for such patents (collectively, the "Patents");

WHEREAS, simultaneously with the execution of this Conditional Assignment Assignor received a term loan (the "Loan") from the Lenders pursuant to that certain Loan and Security Agreement dated as of January 19, 2007, among the Assignor, the lenders party thereto from time to time (the "Lenders"), Assignee, as agent (the "Administrative Agent") for the Lenders, and the affiliates of Assignor parties thereto (as amended, restated, supplemented or otherwise modified from time to time, the "Loan and Security Agreement");

WHEREAS, as a material inducement to the Lenders providing the Loan, the Grantors have simultaneously executed an Intellectual Property Security Agreement dated as of the date hereof, by and among the Assignor, Assignee and certain other parties named therein (the "IP Security Agreement") among other matters, granting a lien in and a conditional assignment of the Patents;

WHEREAS, pursuant to the IP Security Agreement and 37 C.F.R. § 3.56, Assignor desires to assign to Assignee, upon an Event of Default (as defined in the Loan and Security Agreement) the entire right, title and interest in and to the Patents and Assignee wishes to obtain, upon an Event of Default, the entire right, title and interest in and to the Patents;

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Assignor, pursuant to 37 C.F.R. §3.56, conditionally assigns all right, title and interest in and to the Patents, including all rights to sue and recover for the past infringement thereof, and any and all causes of action related thereto, to Assignee, provided that such assignment is conditioned upon the occurrence of an Event of Default. Upon the occurrence of an Event of Default, all right, title and interest in and to the Patents along with any and all rights of enforcement with respect to the Patents, including all rights to sue and recover for the past infringement thereof, and any and all causes of action related thereto shall be, and are hereby, immediately and irrevocably assigned, transferred, set over and conveyed to Assignee.

2. Assignor also agrees at any time to execute and to deliver upon request of Assignee such additional documents as the Assignee may deem necessary or desirable to secure patent protection throughout the world, and otherwise to do whatever necessary to give the full effect to and perfect the rights of the Assignee under this Assignment, including the execution, delivery and procurement of such other documents evidencing this Assignment as the Assignee may deem necessary or desirable.

3. The parties acknowledge and agree that this assignment is conditional upon the occurrence of an Event of Default and that presently, and until the occurrence of an Event of Default, there has been no assignment of the Patents. Therefore, until an Event of Default has occurred, the Assignor enjoys all of the substantive rights of patent ownership, including, without limitation, the right to sue for infringement, the right to prosecute any pending related applications and the duty to pay all maintenance fees for the Patents.

4. In the event Assignee was, is or becomes a party to or other participant in, or is threatened to be made a party to or other participant in, a threatened, pending or completed action, claim, suit or proceeding by reason of (or arising or allegedly arising in any manner out of or relating to in whole or in part) this Conditional Assignment, the Loan Agreement, Assignor to the fullest extent permitted by applicable law shall indemnify and hold harmless the Assignee from and against any and all losses, damages, judgments, awards, fines, penalties, amounts paid or payable in settlement, deficiencies and expenses (including, without limitation, all reasonable attorney's fees, costs, witness fees and expenses, interest, assessments, and other charges) suffered, incurred or sustained by the Assignee or to which the Assignee becomes subject, resulting from, arising out of or relating to such action, claim, suit or proceeding (it being understood that any such losses, damages, judgments, awards, fines, penalties, amounts, deficiencies and expenses shall be paid or reimbursed (as applicable) by Assignor as soon as practicable but in any event no later than 15 days after written request is made to Assignor accompanied by supporting documentation). The Assignee shall give Assignor written notice of any action, claim, suit or proceeding (accompanied by such reasonable supporting documentation as may be in the Assignee's possession) as soon as practicable after the Assignee becomes aware thereof; provided that the failure of the Assignee to give such notice shall not relieve Assignor of its indemnification obligations under this Conditional Assignment.

5. Upon the occurrence of an Event of Default all of the foregoing Patents shall be held and enjoyed by Assignee for its own use and for the use of its successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this conditional transfer to Assignee had not been made. This Assignment is not intended to limit Assignor's obligation pursuant to the Loan Agreement to assign patents and patent applications that have not been included in Annex 1.

IN WITNESS WHEREOF, Assignor has caused this instrument of Conditional Assignment to be executed and its corporate seal to be hereunto affixed effective as of the date set forth above.

ASSIGNOR:

[_____]

By: _____
Name: _____
Title: _____

ASSIGNEE:

[_____]

By: _____
Name: _____
Title: _____

ANNEX 1
TO FORM OF CONDITIONAL ASSIGNMENT OF PATENTS

<u>Country</u>	<u>Patent No.</u>	<u>Issue Date</u>	<u>Title</u>
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<u>Country</u>	<u>Application No.</u>	<u>Filing Date</u>	<u>Title</u>
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3. FORM OF TRADEMARK ASSIGNMENT

TRADEMARK ASSIGNMENT

WHEREAS, [NAME], a [STATE] corporation; having its principal place of business at _____ (“Assignor”) has used the trademarks, _____, Registration Nos. _____, registered in the United States Patent and Trademark Office as set forth on the attached Annex 1, which is incorporated herein by reference (collectively, the “Marks”); and

WHEREAS, [NAME], a [TYPE OF ENTITY], having its principal place of business at _____ (“Assignee”) is desirous of acquiring any and all rights that Assignor may have in and to the Marks and the registrations thereof, together with the goodwill of the business in connection with which any of the Marks is used and which is symbolized by such Mark, along with the right to pursue claims and recover damages and profits for past infringements thereof;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby assign, transfer, convey and deliver (and agrees further to assign, transfer, convey and deliver) unto Assignee all right, title and interest in and to each Mark, including the registration therefor and any common law rights therein, in the United States and throughout the world, and any and all similar designations thereto, together with the goodwill of the business in connection with which such Mark is used and which is symbolized by such Mark, along with any and all licenses to or for such Mark and the right to pursue claims and recover damages and profits for past infringements thereof.

Assignor agrees to execute and deliver at the request of the Assignee, all papers, instruments, and assignments, and to perform any other reasonable acts that Assignee may require in order to vest all of Assignor’s right, title, and interest in and to each Mark in Assignee and/or to provide evidence to support any of the foregoing in the event such evidence is deemed necessary by Assignee, to the extent such evidence is in the possession or control of Assignor.

Agreed to and accepted this ___ day of _____ 200__.

ASSIGNOR:

[_____]

By: _____

Name: _____

Title: _____

ASSIGNEE:

[_____]

By: _____

Name: _____

Title: _____

**ANNEX 1
TO FORM OF TRADEMARK ASSIGNMENT**

Registrant:

Mark:

Reg. No.:

Classes:

Reg. Date:

Schedule F to Security Agreement

IP ACCOUNTS

None.

purpose of the recording, registering and filing of, or accomplishing any other formality with respect to, the foregoing, to execute and deliver any and all agreements, documents, instruments of assignment or other papers necessary or advisable to effect such purpose;

4. For the purpose of assigning, selling, licensing or otherwise disposing of all right, title and interest of the Grantor in and to any mask works, and all registrations, recordings, reissues, extensions and renewals thereof, and all pending applications therefor, and for the purpose of the recording, registering and filing of, or accomplishing any other formality with respect to, the foregoing, to execute and deliver any and all agreements, documents, instruments of assignment or other papers necessary or advisable to effect such purpose;

5. For the purpose of evidencing and perfecting the Administrative Agent's interest in any patent, trademark, copyright or mask work not previously assigned to the Administrative Agent as security, or in any patent, trademark, copyright or mask work, which the Grantor may acquire from a third party, and for the purpose of the recording, registering and filing of, or accomplishing any other formality with respect to, the foregoing, to execute and deliver any and all agreements, documents, instruments of assignment or other papers necessary or advisable to effect such purpose.

6. To execute any and all documents, statements, certificates or other papers necessary or advisable in order to obtain the purposes described above as the Administrative Agent may in its sole discretion determine.

This power of attorney is made pursuant to the Security Agreement and takes effect solely for the purposes thereof and is subject to the terms and conditions thereof and may not be revoked until termination of the Security Agreement as provided therein.

[Name of Grantor]

By: _____

Name: _____

Title: _____

Attachment 2 to Security Agreement

FORM OF JOINDER AGREEMENT

JOINDER AGREEMENT

This JOINDER AGREEMENT, dated as of _____, ____ is delivered pursuant to Section 10.16 of the Intellectual Property Security Agreement dated as of January 19, 2007, among Robbins Bros. Corporation, each of the grantors from time to time party thereto as Grantors in favor of Paradox Syndication LLC, as Administrative Agent for the Lenders referred to therein (the "Security Agreement"). Capitalized terms used herein but not defined herein are used herein with the meaning given them in the Security Agreement.

By executing and delivering this Joinder Agreement, the undersigned, as provided in Section 10.16 of the Security Agreement, hereby becomes a party to the Security Agreement as a Grantor thereunder with the same force and effect as if originally named as a Grantor therein and, without limiting the generality of the foregoing, (a) as security for the full, prompt, complete and final payment when due (whether at stated maturity, by acceleration or otherwise) and prompt performance and observance of all the Secured Obligations of the undersigned, the undersigned hereby assigns, conveys, mortgages, pledges, grants, hypothecates and transfers to the Administrative Agent for itself and for the benefit of the Lenders a security interest in and to all of the undersigned's right, title and interest in, to and under the Collateral, whether now owned or hereafter acquired by the undersigned or in which the undersigned now holds or hereafter acquires any interest, including, without limitation, all of the property described in Annex 1-A, and expressly assumes all obligations and liabilities of a Grantor thereunder and (b) the undersigned agrees to provide the Administrative Agent with a Special Power of Attorney substantially in the form of Attachment 1.

The information set forth in Annex 1-A is hereby added to the information set forth in Schedules A and B of the Security Agreement.

The undersigned hereby represents and warrants that each of the representations and warranties contained in the Security Agreement applicable to it is true and correct on and as the date hereof as if made on and as of such date.

IN WITNESS WHEREOF, the undersigned has caused this Joinder Agreement to be duly executed and delivered as of the date first above written.

[ADDITIONAL GRANTOR]

By: _____
Name:
Title:

ADDRESS OF GRANTOR: <u>Chief Executive Office</u> _____ _____
<u>Principal Accounting Office</u> _____ _____
TYPE OF ORGANIZATION: _____ JURISDICTION OF ORGANIZATION: _____ CORPORATE ID NUMBER: _____

ACCEPTED AND ACKNOWLEDGED BY:

PARADOX SYNDICATION LLC ,
as agent under the Loan and Security Agreement

By: _____
Name:
Title: