

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Etienne Aigner, Inc.		02/07/2007	CORPORATION: NEW YORK

RECEIVING PARTY DATA	
Name:	Rosenthal & Rosenthal Inc.
Street Address:	1370 Broadway
City:	New York
State/Country:	NEW YORK
Postal Code:	10018
Entity Type:	CORPORATION:

PROPERTY NUMBERS Total: 23

Property Type	Number	Word Mark
Registration Number:	2243918	ETIENNE AIGNER
Registration Number:	1997944	ETIENNE AIGNER
Registration Number:	1978413	ETIENNE AIGNER
Registration Number:	1997943	ETIENNE AIGNER
Registration Number:	1950623	ETIENNE AIGNER
Registration Number:	1874708	ETIENNE AIGNER
Registration Number:	1890536	ETIENNE AIGNER
Registration Number:	2053543	ETIENNE AIGNER
Registration Number:	2053541	ETIENNE AIGNER
Registration Number:	2390090	ETIENNE AIGNER
Registration Number:	2044301	ETIENNE AIGNER
Registration Number:	1812693	ETIENNE AIGNER
Registration Number:	1589880	ETIENNE AIGNER
Registration Number:	1508255	ETIENNE AIGNER

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Registration Number:	1508253	ETIENNE AIGNER
Registration Number:	1262129	ETIENNE AIGNER
Registration Number:	3171194	ETIENNE AIGNER
Registration Number:	3171181	ETIENNE AIGNER
Registration Number:	2819202	ETIENNE AIGNER
Registration Number:	2851200	EA BY ETIENNE AIGNER
Registration Number:	2889501	EA BY ETIENNE AIGNER
Registration Number:	2857814	EA BY ETIENNE AIGNER
Registration Number:	2241849	EASSENTIALS BY ETIENNE AIGNER

CORRESPONDENCE DATA

Fax Number: (866)459-2899

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

Phone: 212-356-0937

Email: Oleh.Hereliuk@federalresearch.com

Correspondent Name: Rosenthal & Rosenthal, Inc.

Address Line 1: 1370 Broadway

Address Line 2: Omar Barbero

Address Line 4: New York, NEW YORK 10018

ATTORNEY DOCKET NUMBER:	378142
NAME OF SUBMITTER:	Oleh Hereliuk
Signature:	/oh/
Date:	02/19/2007

Total Attachments: 9
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SCHEDULE A

Trademark	Serial Number	Registration Number
ETIENNE AIGNER	75978046	2243918
ETIENNE AIGNER	74631888	1997944
ETIENNE AIGNER	74697611	1978413
ETIENNE AIGNER	74631886	1997943
ETIENNE AIGNER	74581828	1950623
ETIENNE AIGNER	74272323	1874708
ETIENNE AIGNER	74272322	1890536
ETIENNE AIGNER	74730695	2053543
ETIENNE AIGNER	74730693	2053541
ETIENNE AIGNER	74697609	2390090
ETIENNE AIGNER	74581968	2044301
ETIENNE AIGNER	74272321	1812693
ETIENNE AIGNER	73788348	1589880
ETIENNE AIGNER	73674051	1508255
ETIENNE AIGNER	73673808	1508253
ETIENNE AIGNER	73289084	1262129
ETIENNE AIGNER	78765635	3171194
ETIENNE AIGNER	78764528	3171181
ETIENNE AIGNER	76485293	2819202
EA BY ETIENNE AIGNER	76152305	2851200
EA BY ETIENNE AIGNER	76107486	2889501
EA BY ETIENNE AIGNER	78167328	2857814
EASSENTIALS	75225570	2241849

Trademark Security Agreement

SECURITY AGREEMENT, dated as of February 7, 2007 between Etienne Aigner, Inc. a New York corporation (the "Debtor"), and Rosenthal & Rosenthal, Inc., a New York corporation (the "Secured Party").

Debtor and Secured Party hereby agree as follows:

SECTION 1. Definitions; Interpretation.

(a) Terms Defined in General Security Agreement. All capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings assigned to them in the General Security Agreement.

(b) Certain Defined Terms. As used in this Agreement, the following terms shall have the following meanings:

"Collateral" has the meaning set forth in Section 2.

"General Security Agreement" means the General Security Agreement, dated December 15, 2006, executed by Debtor in favor of Secured Party with respect to the obligations of Trebbiano, Inc ("Trebbiano") under the Factoring Agreement between Trebbiano and Secured Party dated August 12, 1999 as amended and/or supplemented (the "Factoring Agreement").

"PTO" means the United States Patent and Trademark Office.

"UCC" means the Uniform Commercial Code as in effect in the State of New York.

(c) Terms Defined in UCC. Where applicable in the context of this Agreement and except as otherwise defined herein, terms used in this Agreement shall have the meanings assigned to them in the UCC.

(d) Construction. In this Agreement, the following rules of construction and interpretation shall be applicable: (i) no reference to "proceeds" in this Agreement authorizes any sale, transfer, or other disposition of any Collateral by Debtor; (ii) "includes" and "including" are not limiting; (iii) "or" is not exclusive; and (iv) "all" includes "any" and "any" includes "all." To the extent not inconsistent with the foregoing, the rules of construction and interpretation applicable to the General Security Agreement shall also be applicable to this Agreement and are incorporated herein by this reference.

SECTION 2. Security Interest.

(a) Grant of Security Interest. As security for the payment and performance of the Obligations, Debtor hereby grants to Secured Party a security interest in, and a mortgage upon, all of Debtor's right, title and interest in, to and under the following property, in each case whether now or hereafter existing or arising or in which Debtor now has or hereafter owns, acquires or develops an interest and wherever located (collectively, the "Collateral"):

(i) all state (including common law), federal and foreign trademarks, service marks and trade names, and applications for registration of such trademarks, service marks and trade names (but excluding any application to register any trademark, service mark or other mark prior to the filing under applicable law of a verified statement of use (or the equivalent) for such trademark, service mark or other mark to the extent the creation of a security interest therein or the grant of a mortgage thereon would void or invalidate such trademark, service mark or other mark), all licenses relating to any of the foregoing and all income and royalties with respect to any licenses (including such marks, names and applications as described in Schedule A), whether registered or unregistered and wherever registered, all rights to sue for past, present or future infringement or unconsented use thereof, all rights arising therefrom and pertaining thereto and all reissues, extensions and renewals thereof;

(ii) the entire goodwill of or associated with the businesses now or hereafter conducted by Debtor connected with and symbolized by any of the aforementioned properties and assets;

(iii) all general intangibles and all intangible intellectual or other similar property of Debtor of any kind or nature, associated with or arising out of any of the aforementioned properties and assets and not otherwise described above; and

(iv) all proceeds of any and all of the foregoing Collateral (including license royalties, rights to payment, accounts receivable and proceeds of infringement suits) and, to the extent not otherwise included, all payments under insurance (whether or not Secured Party is the loss payee thereof) or any indemnity, warranty or guaranty payable by reason of loss or damage to or otherwise with respect to the foregoing Collateral.

(b) Continuing Security Interest. Debtor agrees that this Agreement shall create a continuing security interest in the Collateral which shall remain in effect until terminated in accordance with Section 11.

(c) Debtor's use of Collateral. Debtor shall be permitted to control and manage the Collateral, including the right to exclude others from making, using or selling items covered by the Collateral and any licenses thereunder, in the same manner and with the same effect as if this Agreement had not been entered into, so long as no default occurs in any of the obligations of Trebbianno under the Factoring Agreement and remains uncured.

SECTION 3. Supplement to General Security Agreement. This Agreement has been entered into in conjunction with the security interests granted to Secured Party under the General Security Agreement or other security documents referred to therein. The rights and remedies of Secured Party with respect to the security interests granted herein are without prejudice to, and are in

addition to those set forth in the General Security Agreement or any other security documents referred to therein, all terms and provisions of which are incorporated herein by reference.

SECTION 4. Representations and Warranties. Debtor represents and warrants to Secured Party that:

- (a) Trademarks. To the best of Debtor's knowledge, a true and correct list of all of the existing Collateral consisting of U.S. trademarks, trademark registrations or applications owned by Debtor, in whole or in part, is set forth in Schedule A.
- (b) Debtor owns the trademarks listed on Schedule A and to the best of Debtor's knowledge none of such trademarks are subject to any liens or encumbrances.
- (c) Debtor will not encumber or dispose of any interest in the Collateral, excepting only for the granting of licenses with respect to the Collateral, in the ordinary course of Debtor's business, without the prior written consent of Secured Party

SECTION 5. Further Acts. On a continuing basis, Debtor shall make, execute, acknowledge and deliver, and file and record in the proper filing and recording places, all such instruments and documents, and take all such action as may be necessary or advisable as may be requested by Secured Party to carry out the intent and purposes of this Agreement, or for assuring, confirming or protecting the grant or perfection of the security interest granted or purported to be granted hereby, to ensure Debtor's compliance with this Agreement or to enable Secured Party to exercise and enforce its rights and remedies hereunder with respect to the Collateral, including any documents for filing with the PTO or any applicable state office. Secured Party may record this Agreement, an abstract thereof, or any other document describing Secured Party's interest in the Collateral with the PTO, at the expense of Debtor. In addition, Debtor authorizes Secured Party to file financing statements describing the Collateral in any UCC filing office deemed appropriate by Secured Party. If the Debtor shall at any time hold or acquire a commercial tort claim arising with respect to the Collateral, the Debtor shall promptly notify Secured Party in a writing signed by the Debtor of the brief details thereof and grant to the Secured Party in such writing a security interest therein and in the proceeds thereof, all upon the terms of this Agreement, with such writing to be in form and substance satisfactory to the Secured Party.

SECTION 6. Authorization to Supplement. If Debtor shall obtain rights to any new trademarks, the provisions of this Agreement shall automatically apply thereto. Debtor shall give prompt notice in writing to Secured Party with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Debtor's obligations under this Section 6, Debtor authorizes Secured Party to modify this Agreement by amending Schedule A to include any such new trademark rights. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule A shall in any way affect, invalidate or detract from Secured Party's continuing security interest in all Collateral, whether or not listed on Schedule A.

SECTION 7 Remedies. Upon the breach of any of the terms hereof, or the breach of, or default under, the General Security Agreement, including Debtor's failure to pay any of the Obligations,

when due, Secured Party shall have all of the rights and remedies of a secured party under the UCC.

SECTION 8, Power of Attorney. Debtor does hereby irrevocably constitute and appoint Secured Party and any of its officers or agents, with full power of substitution, as Debtor's true and lawful attorney-in-fact with full irrevocable (for the term of this Agreement) power and authority in Debtor's place and stead and in its name or in Secured Party's own name, from time to time in Secured Party's discretion, for the purpose of carrying out the terms of this Security Agreement, to create, prepare, complete, execute, deliver, endorse or file, in the name and on behalf of the Debtor, any and all instruments, documents, applications, financing statements, and other agreements and writings required to be obtained, executed, delivered or endorsed by Debtor under this Agreement, or necessary for the Secured Party to enforce its rights hereunder.

SECTION 9. Binding Effect. This Agreement shall be binding upon, inure to the benefit of and be enforceable by Debtor, Secured Party and their respective successors and assigns. Debtor may not assign, transfer, hypothecate or otherwise convey its rights, benefits, obligations or duties hereunder except as specifically permitted by the General Security Agreement.

SECTION 10. Governing Law. This Agreement shall be governed by, and construed in accordance with, the law of the State of New York, except as required by mandatory provisions of law or to the extent the validity, perfection or priority of the security interests hereunder, or the remedies hereunder, in respect of any Collateral are governed by the law of a jurisdiction other than New York.

SECTION 11. Entire Agreement; Amendment. This Agreement and the General Security Agreement, together with the Schedule A hereto, contains the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior drafts and communications relating to such subject matter. Neither this Agreement nor any provision hereof may be modified, amended or waived except by the written agreement of the parties, as provided in the General Security Agreement. Notwithstanding the foregoing, Secured Party unilaterally may re-execute this Agreement or modify, amend or supplement the Schedule A hereto as provided in Section 6 hereof. To the extent that any provision of this Agreement conflicts with any provision of the General Security Agreement, the provision giving Secured Party greater rights or remedies shall govern, it being understood that the purpose of this Agreement is to add to, and not detract from, the rights granted to Secured Party under the General Security Agreement.

SECTION 12. Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement. Delivery of an executed counterpart of this Agreement by facsimile shall be equally as effective as delivery of a manually executed counterpart. Any party hereto delivering a counterpart of this Agreement by facsimile shall also deliver a manually executed counterpart, but the failure to

so deliver a manually executed counterpart shall not affect the validity, enforceability, or binding effect hereof.

SECTION 13. Termination. Upon payment and performance in full of all Obligations, the security interests created by this Agreement shall terminate and Secured Party (at Debtor's expense) shall promptly execute and deliver to Debtor such documents and instruments reasonably requested by Debtor as shall be necessary to evidence termination of all such security interests given by Debtor to Secured Party hereunder, including cancellation of this Agreement by written notice from Secured Party to the PTO.

SECTION 14. No Inconsistent Requirements. Debtor acknowledges that this Agreement and the other documents, agreements and instruments entered into or executed in connection herewith may contain covenants and other terms and provisions variously stated regarding the same or similar matters, and Debtor agrees that all such covenants, terms and provisions are cumulative and all shall be performed and satisfied in accordance with their respective terms.

SECTION 15. Severability. If one or more provisions contained in this Agreement shall be invalid, illegal or unenforceable in any respect in any jurisdiction or with respect to any party, such invalidity, illegality or unenforceability in such jurisdiction or with respect to such party shall, to the fullest extent permitted by applicable law, not invalidate or render illegal or unenforceable any such provision in any other jurisdiction or with respect to any other party, or any other provisions of this Agreement.

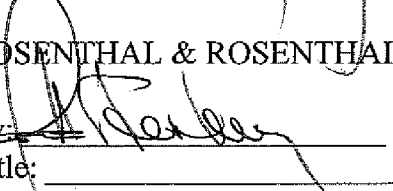
SECTION 16. Notices. All notices and other communications hereunder shall be in writing and shall be mailed, sent or delivered in accordance with the General Security Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement, as of the date first above written.

ETIENNE AIGNER, INC.

By: 
Title: _____

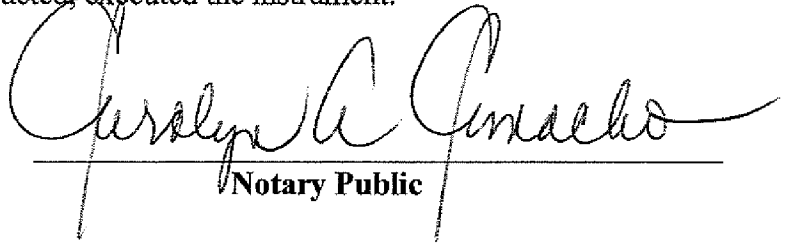
ROSENTHAL & ROSENTHAL, INC.

By: 
Title: _____

STATE OF New York)
 : ss.:
COUNTY OF New York)

On the 7th day of February in the year 2007 before me, the undersigned, personally appeared TONY CHENG, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

CAROLYN A. CAMACHO
NOTARY PUBLIC, State of New York
No. 01CA6148806
Qualified in Kings County
Commission Expires June 26, 2010

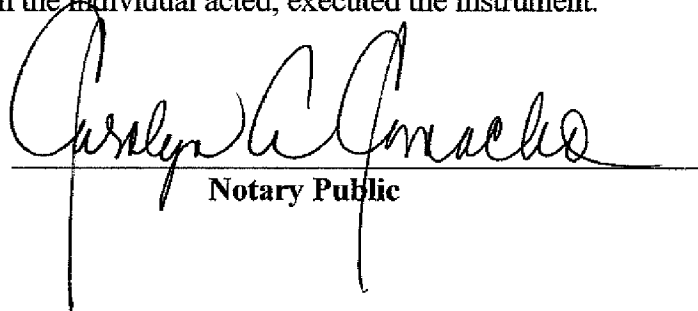


Notary Public

STATE OF New York)
 : ss.:
COUNTY OF New York)

On the 7th day of February in the year 2007 before me, the undersigned, personally appeared J.MICHAEL STANLEY, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

CAROLYN A. CAMACHO
NOTARY PUBLIC, State of New York
No. 01CA6148806
Qualified in Kings County
Commission Expires June 26, 2010



Notary Public

SCHEDULE A

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