

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	CORRECTIVE ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Corrective Assignment to correct the NATURE OF CONVEYANCE FROM "ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL" TO "SECURITY INTEREST" previously recorded on Reel 003478 Frame 0626. Assignor(s) hereby confirms the ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL.

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
A.P. DEAUVILLE, LLC		01/17/2007	LIMITED LIABILITY COMPANY: NEW JERSEY

**RECEIVING PARTY DATA**

<b>Name:</b>	THE CIT GROUP/COMMERCIAL SERVICES, INC.
<b>Street Address:</b>	11 WEST 42ND STREET
<b>City:</b>	NEW YORK
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10036
<b>Entity Type:</b>	CORPORATION: NEW YORK

**PROPERTY NUMBERS Total: 4**

Property Type	Number	Word Mark
Registration Number:	3027662	LADY POWER STICK
Serial Number:	78825465	POWER STICK
Serial Number:	76368904	POWER STICK
Serial Number:	73630448	POWER STICK

**CORRESPONDENCE DATA**

**Fax Number:** (336)478-1114  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
**Phone:** 336-478-1123  
**Email:** sms@crlaw.com  
**Correspondent Name:** CARRUTHERS & ROTH, P.A.  
**Address Line 1:** P.O. BOX 540  
**Address Line 2:** SARAH SEALY  
**Address Line 4:** GREENSBORO, NORTH CAROLINA 27402

OP \$115.00 3027662

**TRADEMARK**

NAME OF SUBMITTER:	Sarah Sealy
Signature:	/sarah sealy/
Date:	02/23/2007

**Total Attachments: 25**

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**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

**02/09/2007**  
**900069029**

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
A.P. DEAUVILLE, LLC		01/17/2007	LIMITED LIABILITY COMPANY: NEW JERSEY
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	THE CIT GROUP/COMMERCIAL SERVICES, INC.		
<b>Street Address:</b>	11 WEST 42ND STREET		
<b>City:</b>	NEW YORK		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10036		
<b>Entity Type:</b>	CORPORATION: NEW YORK		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3027662	LADY POWER STICK	
<b>Serial Number:</b>	78825465	POWER STICK	
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<b>Serial Number:</b>	73630448	POWER STICK	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(336)478-1114		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	336-478-1123		
<b>Email:</b>	sms@crlaw.com		
<b>Correspondent Name:</b>	Carruthers & Roth, P.A.		
<b>Address Line 1:</b>	235 North Edgeworth Street		
<b>Address Line 2:</b>	Sarah Sealy, Paralegal		
<b>Address Line 4:</b>	Greensboro, NORTH CAROLINA 27401		
<b>ATTORNEY DOCKET NUMBER:</b>	002027-23629		

OP \$115.00 3027662

TO: CARRUTHERS &amp; ROTH, P.A. COMPANY: 235 NORTH EDGEWORTH STREET

NAME OF SUBMITTER:	Sarah Sealy
Signature:	/sarah sealy/
Date:	02/09/2007
Total Attachments: 23 source=a.p. deauville intellectual property agreement (00420480)#page1.tif source=a.p. deauville intellectual property agreement (00420480)#page2.tif source=a.p. deauville intellectual property agreement (00420480)#page3.tif source=a.p. deauville intellectual property agreement (00420480)#page4.tif source=a.p. deauville intellectual property agreement (00420480)#page5.tif source=a.p. deauville intellectual property agreement (00420480)#page6.tif source=a.p. deauville intellectual property agreement (00420480)#page7.tif source=a.p. deauville intellectual property agreement (00420480)#page8.tif source=a.p. deauville intellectual property agreement (00420480)#page9.tif source=a.p. deauville intellectual property agreement (00420480)#page10.tif source=a.p. deauville intellectual property agreement (00420480)#page11.tif source=a.p. deauville intellectual property agreement (00420480)#page12.tif source=a.p. deauville intellectual property agreement (00420480)#page13.tif source=a.p. deauville intellectual property agreement (00420480)#page14.tif source=a.p. deauville intellectual property agreement (00420480)#page15.tif source=a.p. deauville intellectual property agreement (00420480)#page16.tif source=a.p. deauville intellectual property agreement (00420480)#page17.tif source=a.p. deauville intellectual property agreement (00420480)#page18.tif source=a.p. deauville intellectual property agreement (00420480)#page19.tif source=a.p. deauville intellectual property agreement (00420480)#page20.tif source=a.p. deauville intellectual property agreement (00420480)#page21.tif source=a.p. deauville intellectual property agreement (00420480)#page22.tif source=a.p. deauville intellectual property agreement (00420480)#page23.tif	

**SECURITY AGREEMENT - INTELLECTUAL PROPERTY**

**THIS SECURITY AGREEMENT - INTELLECTUAL PROPERTY** (the "Agreement") is made and entered into as of the 17th day of January, 2007, by and between **A.P. DEAUVILLE, LLC**, a New Jersey limited liability company (the "Grantor"), and **THE CIT GROUP/COMMERCIAL SERVICES, INC.**, a New York corporation (the "Lender").

**WITNESSETH:**

**WHEREAS**, Grantor and Lender are parties to a certain Financing Agreement, dated of even date herewith (such Financing Agreement, as it may hereafter be amended, modified, supplemented or restated from time to time, being herein called the "Financing Agreement"), pursuant to which Lender has agreed to make loans and extend credit to Grantor, all as more particularly described therein; and

**WHEREAS**, as a condition precedent to making loans and extending credit to Grantor pursuant thereto, Lender has required the execution of this Agreement by Grantor in favor of Lender.

**NOW, THEREFORE**, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, Grantor agrees with Lender as follows:

**1. Defined Terms.** All capitalized terms used herein without definition shall have the meaning ascribed to such terms in the Financing Agreement.

**2. Grant of Security Interest.** As security for the payment and performance of the Obligations, Grantor hereby assigns, grants, transfers and conveys to Lender a security interest in and lien on all of Grantor's right, title and interest in, to and under the following property, in each case whether now existing or hereafter existing or in which Grantor now has or hereafter acquires or develops an interest wherever the same may be located (the "Intellectual Property Collateral"):

(a) all letters patent of the U.S. or any other country, all registrations and recordings thereof, and all applications for letters patent of the U.S. or any other country, owned, held (whether pursuant to a license or otherwise) or used by Grantor in whole or in part, including all existing U.S. patents and patent applications of Grantor which are described in **Schedule A** attached hereto, as the same may be amended or supplemented pursuant hereto from time to time, and including all patent licenses held by Grantor (unless otherwise prohibited by any license or related licensing agreement under circumstances where the granting of the security interest would have the effect under applicable law of the termination or permitting termination of the license for breach and where the licensor, other than any affiliate of Grantor, has elected such termination remedy), together with all reissues, divisions, continuations,

renewals, extensions and continuations-in-part thereof and the inventions disclosed therein, and all rights corresponding thereto throughout the world, including the right to make, use, lease, sell and otherwise transfer the inventions disclosed therein, and all proceeds thereof, including without limitation all license royalties and proceeds of infringement suits (collectively, the "Patents");

(b) all state (including common law), federal and foreign trademarks, service marks and trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, domain names, designs and general intangibles of like natures, now existing or hereafter adopted or acquired, together with and including all licenses therefor held by Grantor (unless otherwise prohibited by any license or related licensing agreement under circumstances where the granting of the security interest would have the effect under applicable law of the termination or permitting termination of the license for breach and where the licensor has elected such termination remedy), and all registrations and recordings thereof, and all applications filed or to be filed in connection therewith, including registrations and applications in the United States Patent and Trademark Office, any State of the United States or any other country or any political subdivision thereof, and all extensions or renewals thereof, including any of the foregoing which are described in Schedule B attached hereto, as the same may be amended or supplemented pursuant hereto from time to time, and the right (but not the obligation) to register claims under any state or federal trademark law or regulation or any trademark law or regulation of any foreign country and to apply for, renew and extend any of the same, to sue or bring opposition or cancellation proceedings in the name of Grantor or in the name of Lender for past, present or future infringement or unconsented use thereof, and all rights arising therefrom throughout the world (collectively, the "Trademarks");

(c) all copyrights, rights, titles and interests in and to published and unpublished works of authorship that Grantor now or hereafter owns or uses in its business, and all copyrights in any original or derivative works of authorship and all works protectable by copyright that are, or in the future may be, owned, created, authored (as a work for hire), acquired or used (whether pursuant to a license or otherwise) by Grantor, in whole or in part, (collectively, the "Copyrights"), including the Copyrights which are described in Schedule C attached hereto, as the same may be amended or supplemented pursuant hereto from time to time;

(d) all copyright registrations and applications for copyright registration that have been or may hereafter be issued thereon or applied for in the United States or throughout the world (the "Registrations"), including the Registrations which are described in Schedule C attached hereto, as the same may be amended or supplemented pursuant hereto from time to time;

(e) all common law and other rights in and to the Copyrights throughout the world, including all copyright licenses (unless otherwise prohibited by any license or

related licensing agreement under circumstances where the granting of the security interest would have the effect under applicable law of the termination or permitting termination of the license for breach and where the licensor other than any affiliate of Grantor has elected such termination remedy) (collectively, the "Copyright Rights"), including the Copyright Rights which are described in Schedule C attached hereto, as the same may be amended or supplemented pursuant hereto from time to time;

(f) all inventions, designs, trade secrets, proprietary rights, records, computer programs, source codes, object codes, data bases and all other intangible personal property at any time associated or used in connection with or arising out of the Copyrights, Registrations or Copyright Rights (referred to herein as "Proprietary Rights");

(g) all renewals and extensions of any of the Copyrights, Registrations or Copyright Rights, throughout the world, including all proceeds thereof, the right (but not the obligation) to renew and extend such Copyrights, Registrations and Copyright Rights and to register works protectable by copyright and the right (but not the obligation), to sue or bring opposition or cancellation proceedings and recover damages for past, present and future infringements or violations of the Copyrights, Registrations and Copyright Rights; and all of Grantor's right, title and interest to make and exploit all derivative works based on or adopted from all works covered by any of the Copyrights, Registrations, and Copyright Rights, Proprietary Rights and any other Intellectual Property Collateral (as hereinafter defined) relating thereto;

(h) all claims, causes of action and rights to sue for past, present and future infringement or unconsented use of any of the Intellectual Property Collateral and all rights arising therefrom and pertaining thereto;

(i) all of the goodwill of Grantor's business symbolized by the Trademarks or associated therewith;

(j) all general intangibles (as defined in the Uniform Commercial Code as adopted and in force in the State of New York, as from time to time in effect (the "Code")) and all intangible intellectual and other similar property of Grantor of any kind or nature, whether now owned or hereafter acquired or developed, associated with or arising out or used in connection with of any of the Intellectual Property Collateral and not otherwise described above; and

(k) all proceeds of any and all of the foregoing Intellectual Property Collateral, including, without limitation, license royalties, rights to payment, accounts receivable, proceeds of infringement suits and all payments under insurance or any indemnity, warranty or guaranty payable by reason or loss or damage to or otherwise with respect to the foregoing Intellectual Property Collateral.

Notwithstanding the foregoing, the lien and security interest granted pursuant to this Section 2 shall not extend to, or attach to, any application for the registration of a trademark filed in the United States Patent and Trademark Office pursuant to 15 U.S.C. Section 1051(b) (entitled "Trade-Marks Intended For Use In Commerce") if and for so long as, and solely to the extent that, such lien and security interest may cause the cancellation, invalidity or abandonment of such application for registration pursuant to the provisions of such United States Trademark Act.

3. **Representations, Warranties and Covenants of Grantor.** Grantor represents, warrants and covenants that:

(a) The Intellectual Property Collateral is, to the best of its knowledge, subsisting and has not been judged invalid or unenforceable;

(b) Grantor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to the Intellectual Property Collateral, free and clear of any liens, charges and encumbrances; and

(c) Grantor has used, and will continue to use for the duration of this Agreement, proper statutory notice required by law in connection with its use of the Trademarks;

(d) Grantor will maintain the quality of the products associated with the Trademarks, generally at a level consistent with the quality as of the effective date of this Agreement, subject to the introduction of new products from time to time, and product modifications in the ordinary course of business; and

(e) Grantor has the unqualified right to enter into this Agreement and perform its terms and has entered and will enter into written agreements with each of its present and future employees, agents and consultants which will enable it to comply with the covenants herein contained.

4. **Visits and Inspections.** Grantor hereby grants to Lender and its employees and agents the right at any time during normal business hours, and from time to time, to visit Grantor's plants and facilities which manufacture, inspect or store products sold under any of the Trademarks, and to inspect the products and quality control records relating thereto at any time during regular business hours. Grantor shall do any and all acts required by Lender to ensure Grantor's compliance with paragraph 3(d) of this Agreement.

5. **Restrictions on Future Agreements.** Grantor agrees that, until all of the Obligations have been satisfied in full and the Financing Agreement has been terminated in writing, it will not without Lender's prior written consent, enter into any agreement which is inconsistent with Grantor's duties under this Agreement, and Grantor further agrees that it will not take any action, or permit any action to be taken by others subject to its control, including



licensees, or fail to take any action, which would affect the validity and enforcement of the rights granted to Lender under this Agreement.

6. **After-Acquired Intellectual Property Rights.** If, before the Obligations have been satisfied in full, Grantor shall obtain rights to any new patentable inventions, new trademarks, or new copyrights, or become entitled to the benefit of any patent application, any patent for any reissue, division, continuation, renewal, extension or continuation-in-part of any Patent, any improvement on any Patent, any trademark application or trademark for any renewal of any Trademark, any copyright application or any copyright for any renewal or extension of any Copyright, the provisions of paragraph 1 hereof shall automatically apply thereto, and Grantor shall give to Lender prompt notice thereof in writing. Grantor authorizes Lender to modify this Agreement by amending **Schedules A, B, and C** to include any future patents and patent applications, any future trademarks and trademark applications, or any future copyrights and copyright applications which are Intellectual Property Collateral under paragraph 1 hereof or this paragraph 6.

7. **Grantor's Rights Prior to Event of Default.** Unless and until there shall have occurred and be continuing an Event of Default, Grantor shall continue to own, and may use and enjoy the Intellectual Property Collateral in connection with its business operations, but only in a manner consistent with the presentation of their current substance, validity and registration.

8. **Remedies Upon Event of Default.** If an Event of Default shall have occurred and be continuing, Lender shall have, in addition to all other rights and remedies given it by this Agreement, those allowed by law and, specifically, those of a Lender under the Code. Notice of any sale or other disposition of the Intellectual Property Collateral shall be deemed reasonable and sufficient if given Grantor at least ten (10) days before the time of any intended public or private sale or other disposition of any of the Intellectual Property Collateral is to be made.

9. **Power of Attorney.** Grantor hereby makes, constitutes and appoints Lender and any officer or agent of Lender as Lender may select as Grantor's true and lawful attorney-in-fact, with full power to do any or all of the following if an Event of Default shall occur and be continuing: to endorse Grantor's name on all applications, documents, papers and instruments necessary for Lender to use the Intellectual Property Collateral, or to grant or issue any exclusive or nonexclusive license under the Intellectual Property Collateral to anyone else as necessary for Lender to assign, pledge, convey or otherwise transfer title in or dispose of the Intellectual Property Collateral to anyone else. Grantor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until all of the Obligations shall have been satisfied in full and the Financing Agreement shall have been terminated in writing.

10. **Release of Security Interest.** At such time as all of the Obligations shall have been satisfied and paid in full and the Financing Agreement has been terminated in writing, Lender shall execute and deliver to Grantor all releases, termination statements, and other

instruments as may be necessary or proper to release or reflect the release of Lender's security interest in the Intellectual Property Collateral.

**11. Costs and Expenses.** Any and all fees, costs and expenses, of whatever kind or nature, including reasonable attorneys' fees and legal expenses, incurred by Lender in connection with the preparation of this Agreement and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or otherwise protecting, maintaining, or preserving the Intellectual Property Collateral, or in defending or prosecuting any actions or proceedings arising out of or related to the Intellectual Property Collateral, shall be borne and paid by Grantor on demand by Lender and until so paid shall be added to the amount of the Obligations and shall bear interest at the rate prescribed in the Financing Agreement.

**12. Litigation and Proceedings.**

(a) Grantor shall have the duty, through counsel acceptable to Lender, to prosecute diligently any patent application of the Patents, any trademark application of the Trademarks, or any copyright application of the Copyrights pending as of the date of this Agreement or thereafter, other than those discontinued or abandoned in the ordinary course of business, until the Obligations shall have been paid in full, and to preserve and maintain all rights in patent applications, patents of the Patents, trademark applications, trademarks of the Trademarks, copyright applications, and copyrights of the Copyrights in the ordinary course of business. Any expenses incurred in connection with such applications shall be borne by Grantor. Grantor shall not abandon any right to file a patent application, or any pending patent application or patent, any right to file a trademark application, or any pending trademark application or trademark, or any right to file a copyright application, or any pending copyright application or copyright, other than those discontinued or abandoned in the ordinary course of business without the consent of Lender, which consent shall not be unreasonably withheld.

(b) Lender shall have the right, but shall in no way be obligated, to bring suit in its own name, as the holder of a security interest in the Intellectual Property Collateral, to enforce the Patents, Trademarks, or Copyrights and any license thereunder, in which event Grantor shall at the request of Lender do any and all lawful acts (including bringing suit) and execute any and all proper documents required by Lender in aid of such enforcement and Grantor shall promptly, upon demand, reimburse and indemnify the Lender for all reasonable costs and expenses incurred in the exercise of its rights under this paragraph 12. Nothing herein shall be deemed to prohibit Grantor from bringing any such suit in its own name at any time that an Event of Default does not exist, if Lender declines to institute suit.

**13. Lender May Perform.** If Grantor fails to comply with any of its obligations hereunder, Lender may do so in Grantor's name or in Lender's name, but at Grantor's expense, and Grantor agrees to reimburse Lender in full for all reasonable costs and expenses,

including reasonable attorney's fees, incurred by Lender in prosecuting, defending or maintaining the Intellectual Property Collateral or Lender's interest therein pursuant to this Agreement.

14. **Severability.** The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

15. **Modification.** This Agreement is subject to modification only by a writing signed by the parties, except as provided in paragraph 6 hereof.

16. **Binding Effect; Benefits.** The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.

17. **Notices.** Except as otherwise herein provided, any notice or other communication required hereunder shall be in writing (messages sent by e-mail or other electronic transmission (other than by telecopier) shall not constitute a writing, however any signature on a document or other writing that is transmitted by e-mail or telecopier shall constitute a valid signature for purposes hereof), and shall be deemed to have been validly served, given or delivered when received by the recipient if hand delivered, sent by commercial overnight courier or sent by facsimile, or three (3) Business Days after deposit in the United States mail, with proper first class postage prepaid and addressed to the party to be notified as follows:

- (a) if to Lender, at:                   The CIT Group/Commercial Services, Inc.  
11 West 42nd Street  
New York, NY 10036  
Attention: Regional Manager  
Facsimile No. 212-461-5347
- (b) if to Grantor, at:                   A.P. Deauville, LLC  
594 Jersey Avenue  
New Brunswick, NJ 08901  
Attention: Fred Horowitz, Chief Executive Officer  
Facsimile No. 732-545-0111

with a copy to:                         Greenbaum, Rowe, Smith & Davis LLP  
Corporate Campus, 99 Wood Avenue South  
Post Office Box 5600  
Woodbridge, New Jersey 07095  
Attention: W. Raymond Felton, Esq.  
Facsimile No. 732-549-1881

or to such other address as any party may designate for itself by like notice.

18. **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 and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.


19. **CHOICE OF LAW. THE VALIDITY, INTERPRETATION AND ENFORCEMENT OF THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK, EXCEPT TO THE EXTENT THAT ANY OTHER LOAN DOCUMENT INCLUDES AN EXPRESS ELECTION TO BE GOVERNED BY THE LAWS OF ANOTHER JURISDICTION.**

20. **WAIVER OF JURY TRIAL; SERVICE OF PROCESS. TO THE EXTENT PERMITTED BY APPLICABLE LAW, GRANTOR AND LENDER EACH HEREBY WAIVE ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREUNDER. GRANTOR HEREBY IRREVOCABLY WAIVES PERSONAL SERVICE OF PROCESS AND CONSENTS TO SERVICE OF PROCESS BY CERTIFIED OR REGISTERED MAIL, RETURN RECEIPT REQUESTED. IN NO EVENT WILL LENDER BE LIABLE FOR LOST PROFITS OR OTHER SPECIAL OR CONSEQUENTIAL DAMAGES.**

[Signatures Begin on the Next Page]

WITNESS the execution hereof on the day and year first above written.

**A.P. DEAUVILLE, LLC ("Grantor")**

By:   
Name: Frederick J. Horowitz  
Title: President & CEO

**THE CIT GROUP/COMMERCIAL  
SERVICES, INC. ("Lender")**

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

WITNESS the execution hereof on the day and year first above written.

A.P. DEAUVILLE, LLC ("Grantor")

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

THE CIT GROUP/COMMERCIAL  
SERVICES, INC. ("Lender")

By: John N. Favale  
Name: John N. FAVALE  
Title: VICE PRESIDENT

STATE OF NEW JERSEY

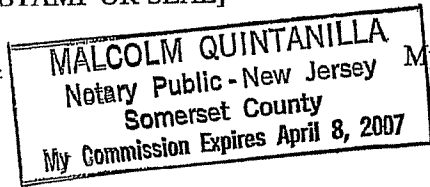
COUNTY OF MIDDLESEX

I, Malcolm Quintanilla Notary Public of the State and County aforesaid, certify that Frederick J. Horowitz personally appeared before me this day and acknowledged that he is President of A.P. DEAUVILLE, LLC, a New Jersey limited liability company, and that by authority duly given and as the act of the limited liability company, the foregoing instrument was signed by him/her in the limited liability company's name.

WITNESS my hand and official stamp or seal, this 01 <sup>February.</sup> day of January, 2007.

Malcolm Quintanilla  
Notary Public

[AFFIX STAMP OR SEAL]



My Commission Expires: Apr. 1 08th, 2008

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_, a Notary Public of the State and County aforesaid, certify that \_\_\_\_\_ personally appeared before me this day and acknowledged that he is \_\_\_\_\_ Vice President of **THE CIT GROUP/COMMERCIAL SERVICES, INC.**, a New York corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed by him/her in the corporation's name.

WITNESS my hand and official stamp or seal, this \_\_\_\_\_ day of January, 2007.

[AFFIX STAMP OR SEAL]

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

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

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_, a Notary Public of the State and County aforesaid, certify that \_\_\_\_\_ personally appeared before me this day and acknowledged that he is \_\_\_\_\_ of A.P. DEAUVILLE, LLC, a New Jersey limited liability company, and that by authority duly given and as the act of the limited liability company, the foregoing instrument was signed by him/her in the limited liability company's name.

WITNESS my hand and official stamp or seal, this \_\_\_\_\_ day of January, 2007.

[AFFIX STAMP OR SEAL]

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

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

STATE OF New York

COUNTY OF New York

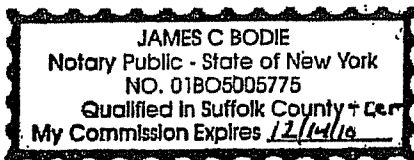
I, James Bodie, a Notary Public of the State and County aforesaid, certify that John N FAVALE personally appeared before me this day and acknowledged that he is \_\_\_\_\_ Vice President of THE CIT GROUP/COMMERCIAL SERVICES, INC., a New York corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed by him/her in the corporation's name.

WITNESS my hand and official stamp or seal, this 17<sup>th</sup> day of January, 2007.

[AFFIX STAMP OR SEAL]

James C Bodie  
Notary Public

My Commission Expires: 12/14/10



*certificate filed in NYC*



**SCHEDULE A TO SECURITY  
AGREEMENT - INTELLECTUAL PROPERTY**

**Patents and Patent Applications**

None

SCHEDULE B TO SECURITY  
AGREEMENT - INTELLECTUAL PROPERTY

Trademarks and Trademark Applications

See eight (8) pages attached hereto

**A.P. DEAUVILLE, LLC - STATUS REPORT**

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Country:	Mark	Classes	Reg. Owner	App. #	App. Dt	Reg. #	Reg. Dt	Allow. Dt	ITU
Anguilla	POWER STICK POWERSTICK	3	UNILEVER PLC	2980	4/20/1990	2980	5/25/1998		No

Country:	Mark	Classes	Reg. Owner	App. #	App. Dt	Reg. #	Reg. Dt	Allow. Dt	ITU
Antigua And Barbuda	POWER STICK POWERSTICK POWER STICK	3, 5 48	UNILEVER PLC UNILEVER PLC		4/20/1990 3/7/1990	1950 3110	10/13/1998 3/7/1990		No No

Country:	Mark	Classes	Reg. Owner	App. #	App. Dt	Reg. #	Reg. Dt	Allow. Dt	ITU
Argentina	POWER STICK POWER STICK	3 5	A.P. DEAUVILLE, LLC A.P. DEAUVILLE, LLC	2.433.643 2.433.696	5/29/2003 5/29/2003	1.942.209 1.942.210	7/23/2003 7/23/2003		No No

Country:	Mark	Classes	Reg. Owner	App. #	App. Dt	Reg. #	Reg. Dt	Allow. Dt	ITU
Aruba	POWER STICK	3	A.P. DEAUVILLE, LLC		2/20/1998	19004	2/20/1998		No

Country:	Mark	Classes	Reg. Owner	App. #	App. Dt	Reg. #	Reg. Dt	Allow. Dt	ITU
Australia	POWERSTICK POWER STICK	3	A.P. DEAUVILLE, LLC	534514	5/18/1990	534514	5/18/1990		No

Country:	Mark	Classes	Reg. Owner	App. #	App. Dt	Reg. #	Reg. Dt	Allow. Dt	ITU
Bahamas	POWER STICK	48	A.P. DEAUVILLE, LLC		3/18/1998	20,437	3/18/1998		No

Country:	Mark	Classes	Reg. Owner	App. #	App. Dt	Reg. #	Reg. Dt	Allow. Dt	ITU
Bangladesh	POWER STICK POWERSTICK	5	UNILEVER PLC		6/2/1990	30806	6/2/1990		No

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Country:	Mark	Classes	Reg. Owner	App. #	App. Dt	Reg. #	Reg. Dt	Allow. Dt	ITU
Barbados									
	7316	3	UNILEVER PLC		2/4/1998	81/9969	12/9/1999		No
	7314	3	UNILEVER PLC			81/6000	6/26/1997		No

Country:	Mark	Classes	Reg. Owner	App. #	App. Dt	Reg. #	Reg. Dt	Allow. Dt	ITU
Belize									
	7317	3, 5	A.P. DEAUVILLE, LLC		4/20/1997	8424	2/1/1999		No

Country:	Mark	Classes	Reg. Owner	App. #	App. Dt	Reg. #	Reg. Dt	Allow. Dt	ITU
Bermuda									
	7318	3	A.P. DEAUVILLE, LLC		3/25/1998	29598	3/25/1998		No

Country:	Mark	Classes	Reg. Owner	App. #	App. Dt	Reg. #	Reg. Dt	Allow. Dt	ITU
Brazil									
	7320	3	UNILEVER N.V.			815,653,107	8/25/1992		No

Country:	Mark	Classes	Reg. Owner	App. #	App. Dt	Reg. #	Reg. Dt	Allow. Dt	ITU
Canada									
	7321		A.P. DEAUVILLE, LLC	574,416	12/9/1986	339,802	4/29/1988		No

Country:	Mark	Classes	Reg. Owner	App. #	App. Dt	Reg. #	Reg. Dt	Allow. Dt	ITU
Cayman Islands									
	7322	3, 5	A.P. DEAUVILLE, LLC		10/20/1998	1425911	4/20/1990		No

Country:	Mark	Classes	Reg. Owner	App. #	App. Dt	Reg. #	Reg. Dt	Allow. Dt	ITU
Chile									
	7323	5	A.P. DEAUVILLE, LLC	161844	10/4/1990	760,669	6/20/2006		No

Country:	Mark	Classes	Reg. Owner	App. #	App. Dt	Reg. #	Reg. Dt	Allow. Dt	ITU
China (People's Republic Of)									
	7325	5	A.P. DEAUVILLE, LLC			626134	1/20/1993		No
	7324	3	A.P. DEAUVILLE, LLC			556429	6/30/1991		No

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<u>Country:</u>	Colombia	<u>Reg. Owner</u>	A.P. DEAUVILLE, LLC	<u>App. #</u>	321345	<u>App. Dt</u>		<u>Reg. #</u>	150.093	<u>Reg. Dt</u>	11/30/1993	<u>Allow. Dt</u>		<u>ITU</u>	No
<u>ID</u>	7326	<u>Mark</u>	POWER STICK	<u>Classes</u>	3										

<u>Country:</u>	Costa Rica	<u>Reg. Owner</u>	A.P. DEAUVILLE, LLC	<u>App. #</u>	2003-3477	<u>App. Dt</u>	6/6/2003	<u>Reg. #</u>		<u>Reg. Dt</u>		<u>Allow. Dt</u>		<u>ITU</u>	No
<u>ID</u>	7543	<u>Mark</u>	POWER STICK	<u>Classes</u>	3										

<u>Country:</u>	El Salvador	<u>Reg. Owner</u>	UNILEVER N.Y. A.P. DEAUVILLE, LLC	<u>App. #</u>	1441/90 E-1442-90	<u>App. Dt</u>	7/11/1990 7/11/1990	<u>Reg. #</u>	20 FOL.65 BK.7	<u>Reg. Dt</u>	2/6/1992	<u>Allow. Dt</u>		<u>ITU</u>	No No
<u>ID</u>	7329	<u>Mark</u>	POWER STICK	<u>Classes</u>	3										
<u>ID</u>	7328	<u>Mark</u>	POWER STICK	<u>Classes</u>	5										

<u>Country:</u>	Germany	<u>Reg. Owner</u>	A.P. DEAUVILLE, LLC	<u>App. #</u>		<u>App. Dt</u>	3/21/1990	<u>Reg. #</u>	1 182 710	<u>Reg. Dt</u>	3/21/1990	<u>Allow. Dt</u>		<u>ITU</u>	No
<u>ID</u>	7330	<u>Mark</u>	POWER STICK	<u>Classes</u>	3										

<u>Country:</u>	Grenada	<u>Reg. Owner</u>	UNILEVER PLC	<u>App. #</u>		<u>App. Dt</u>	4/20/1997	<u>Reg. #</u>	65/1998	<u>Reg. Dt</u>	4/20/1998	<u>Allow. Dt</u>		<u>ITU</u>	No
<u>ID</u>	7333	<u>Mark</u>	POWER STICK POWERSTICK	<u>Classes</u>	3, 5										

<u>Country:</u>	Guatemala	<u>Reg. Owner</u>	A.P. DEAUVILLE, LLC A.P. DEAUVILLE, LLC	<u>App. #</u>		<u>App. Dt</u>	5/1/1991	<u>Reg. #</u>	64,082 64,083	<u>Reg. Dt</u>	5/1/1991 5/3/1991	<u>Allow. Dt</u>		<u>ITU</u>	No No
<u>ID</u>	7334	<u>Mark</u>	POWER STICK	<u>Classes</u>	3										
<u>ID</u>	7335	<u>Mark</u>	POWER STICK	<u>Classes</u>	5										

<u>Country:</u>	Guyana	<u>Reg. Owner</u>	A.P. DEAUVILLE, LLC	<u>App. #</u>		<u>App. Dt</u>		<u>Reg. #</u>	13,030A	<u>Reg. Dt</u>	9/29/1989	<u>Allow. Dt</u>		<u>ITU</u>	No
<u>ID</u>	7336	<u>Mark</u>	POWER STICK	<u>Classes</u>	3										

<u>Country:</u>	Honduras	<u>Reg. Owner</u>	UNILEVER N.Y. UNILEVER N.Y.	<u>App. #</u>	2744/90 2747/90	<u>App. Dt</u>	5/22/1990 5/22/1990	<u>Reg. #</u>		<u>Reg. Dt</u>		<u>Allow. Dt</u>		<u>ITU</u>	No No
<u>ID</u>	7337	<u>Mark</u>	POWER STICK	<u>Classes</u>	5										
<u>ID</u>	7338	<u>Mark</u>	POWER STICK	<u>Classes</u>	3										

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Country:	Mark	Classes	Reg. Owner	App. #	App. Dt	Reg. #	Reg. Dt	Allow. Dt	ITU
Hong Kong									
7340	POWERSTICK POWER STICK	3	A.P. DEAUVILLE, LLC	3839/90	5/11/1990	5224/92	5/11/1990		No
7339	POWERSTICK POWER STICK	5	A.P. DEAUVILLE, LLC	3838/90	5/11/1990	5223/90	5/11/1990		No

Country:	Mark	Classes	Reg. Owner	App. #	App. Dt	Reg. #	Reg. Dt	Allow. Dt	ITU
India									
7341	POWERSTICK POWER STICK	3	A.P. DEAUVILLE, LLC		6/18/1990	531610	6/18/1990		No

Country:	Mark	Classes	Reg. Owner	App. #	App. Dt	Reg. #	Reg. Dt	Allow. Dt	ITU
Jamaica									
7342	POWER STICK	3	A.P. DEAUVILLE, LLC			23,909	10/19/1989		No

Country:	Mark	Classes	Reg. Owner	App. #	App. Dt	Reg. #	Reg. Dt	Allow. Dt	ITU
Japan									
7973	POWER STICK	3	A.P. DEAUVILLE, LLC	2004-017918	2/27/2004	4804308	9/17/2004		No
7343	POWER STICK	3, 5	A.P. DEAUVILLE, LLC	2003-546737		2471449	10/30/1992		No

Country:	Mark	Classes	Reg. Owner	App. #	App. Dt	Reg. #	Reg. Dt	Allow. Dt	ITU
Kenya									
7345	POWERSTICK POWER STICK	5	A.P. DEAUVILLE, LLC			38105	5/17/1990		No
7344	POWERSTICK POWER STICK	3	A.P. DEAUVILLE, LLC			38104	5/17/1990		No

Country:	Mark	Classes	Reg. Owner	App. #	App. Dt	Reg. #	Reg. Dt	Allow. Dt	ITU
Malawi									
7352	POWERSTICK POWER STICK	5	A.P. DEAUVILLE, LLC		5/21/1990	149/90	5/21/1990		No
7351	POWERSTICK POWER STICK	3	A.P. DEAUVILLE, LLC		5/21/1990	148/90	5/21/1990		No

Country:	Mark	Classes	Reg. Owner	App. #	App. Dt	Reg. #	Reg. Dt	Allow. Dt	ITU
Malaysia									

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**A.P. DEAUVILLE, LLC STATUS REPORT** Report Date: 11/28/2006 Page: 5

7353 POWERSTICK POWER 3 UNILEVER PLC 90/30422 5/29/1990 90/03422 5/29/1990 No  
STICK

Country:	Mark	Classes	Reg. Owner	App. #	App. Dt	Reg. #	Reg. Dt	Allow. Dt	ITU
Mexico	POWER STICK	3	A.P. DEAUVILLE, LLC	532081	2/11/2002	772010	2/11/2002		No

Country:	Mark	Classes	Reg. Owner	App. #	App. Dt	Reg. #	Reg. Dt	Allow. Dt	ITU
New Zealand	POWERSTICK POWER STICK	3	A.P. DEAUVILLE, LLC		5/22/1990	B202022	5/22/1990		No
	POWERSTICK POWER STICK	5	A.P. DEAUVILLE, LLC		5/22/1990	B202023	5/22/1990		No

Country:	Mark	Classes	Reg. Owner	App. #	App. Dt	Reg. #	Reg. Dt	Allow. Dt	ITU
Nicaragua	POWER STICK	3	A.P. DEAUVILLE, LLC		7/25/1990	23,062 CC	4/14/1993		No
	POWER STICK	5	A.P. DEAUVILLE, LLC			20027	7/7/1991		No

Country:	Mark	Classes	Reg. Owner	App. #	App. Dt	Reg. #	Reg. Dt	Allow. Dt	ITU
Panama	POWER STICK	3	A.P. DEAUVILLE, LLC			60916	6/9/1994		No

Country:	Mark	Classes	Reg. Owner	App. #	App. Dt	Reg. #	Reg. Dt	Allow. Dt	ITU
Paraguay	POWER STICK	5	A.P. DEAUVILLE, LLC	4984/1990	8/18/1990	255964	4/7/2003		No
	POWER STICK	3	A.P. DEAUVILLE, LLC	4985/1990	5/18/1990	255965	4/7/2003		No

Country:	Mark	Classes	Reg. Owner	App. #	App. Dt	Reg. #	Reg. Dt	Allow. Dt	ITU
Peru	POWER STICK	3	A.P. DEAUVILLE, LLC			86470	8/6/1990		No

Country:	Mark	Classes	Reg. Owner	App. #	App. Dt	Reg. #	Reg. Dt	Allow. Dt	ITU
Puerto Rico	POWER STICK	3	A.P. DEAUVILLE, LLC	57,328	2/19/2002	57,328	2/19/2002		No
	LADY POWER STICK	3	A.P. DEAUVILLE, LLC	57,331	2/19/2002	57,331	2/19/2002		No

**A.P. DEAUVILLE, LLC STATUS REPORT** Report Date: 11/28/2006 Page: 1 of 6

Country:	Reg. Owner	App. #	App. Dt	Reg. #	Reg. Dt	Allow. Dt	ITU
Saint Vincent And The Grenadines	UNILEVER PLC						
<u>ID</u>	<u>Classes</u>						
7370	3, 5		4/20/1990	172/1997	4/20/1990		No
	POWER STICK						
	POWERSTICK						
Saint-Lucia	A.P. DEAUVILLE, LLC						
<u>ID</u>	<u>Classes</u>						
7364	3		4/20/1993	TM/1998/00034 0	4/6/1998		No
	POWER STICK						
	POWERSTICK						
Singapore	A.P. DEAUVILLE, LLC						
<u>ID</u>	<u>Classes</u>						
7365	3		5/11/1990	B3365/90	5/11/1990		No
	POWERSTICK POWER						
	STICK						
	POWER STICK		5/11/1990	B3366/90	5/11/1990		No
	POWERSTICK						
South Africa	A.P. DEAUVILLE, LLC						
<u>ID</u>	<u>Classes</u>						
7367	3		5/15/1990	90/3761	5/15/1990		No
	POWER STICK						
	POWER STICK		5/15/1990	90/3762	5/15/1990		No
South Korea	A.P. DEAUVILLE, LLC						
<u>ID</u>	<u>Classes</u>						
7350	12		App. Dt	Reg. #	Reg. Dt	Allow. Dt	ITU
	POWER STICK			228025	12/12/1991		No
Sri Lanka	UNILEVER PLC						
<u>ID</u>	<u>Classes</u>						
7369	3		1/22/1997	81804	1/22/1997		No
	POWER STICK						
Tanzania (Tanzania Rep.)	A.P. DEAUVILLE, LLC						
<u>ID</u>	<u>Classes</u>						
7371	5		App. Dt	Reg. #	Reg. Dt	Allow. Dt	ITU
	POWERSTICK POWER			21227	5/14/1990		No
	STICK						
	POWERSTICK POWER		5/14/1990	21229	5/14/1990		No
	STICK						



**A.P. DEAUUVILLE, LLC STATUS REPORT**

Report Date: 11/28/2006

<b>Country:</b>	Thailand	<b>Reg. Owner</b>	A.P. DEAUUVILLE, LLC	<b>App. #</b>	260882	<b>App. Dt</b>	2/24/1994	<b>Reg. #</b>	KOR23833	<b>Reg. Dt</b>	2/24/1994	<b>Allow. Dt</b>		<b>ITU</b>	No
<b>ID</b>	7373	<b>Mark</b>	POWER STICK	<b>Classes</b>	3										

<b>Country:</b>	Trinidad And Tobago	<b>Reg. Owner</b>	A.P. DEAUUVILLE, LLC	<b>App. #</b>		<b>App. Dt</b>		<b>Reg. #</b>	19231	<b>Reg. Dt</b>	8/30/1990	<b>Allow. Dt</b>		<b>ITU</b>	No
<b>ID</b>	7374	<b>Mark</b>	POWER STICK.POWER STICK	<b>Classes</b>	2										
	7375	<b>Mark</b>	POWERSTICK	<b>Classes</b>	48				19293	<b>Reg. Dt</b>	9/12/1990	<b>Allow. Dt</b>		<b>ITU</b>	No

<b>Country:</b>	Turkey	<b>Reg. Owner</b>	A.P. DEAUUVILLE, LLC	<b>App. #</b>		<b>App. Dt</b>	8/4/1993	<b>Reg. #</b>	144646	<b>Reg. Dt</b>	8/4/1993	<b>Allow. Dt</b>		<b>ITU</b>	No
<b>ID</b>	7376	<b>Mark</b>	POWERSTICK	<b>Classes</b>	3, 5, 21										

<b>Country:</b>	Uganda	<b>Reg. Owner</b>	A.P. DEAUUVILLE, LLC	<b>App. #</b>		<b>App. Dt</b>	5/30/1990	<b>Reg. #</b>	17192	<b>Reg. Dt</b>	5/30/1990	<b>Allow. Dt</b>		<b>ITU</b>	No
<b>ID</b>	7378	<b>Mark</b>	POWERSTICK.POWER STICK	<b>Classes</b>	3										
	7377	<b>Mark</b>	POWERSTICK.POWER STICK	<b>Classes</b>	5		5/30/1990		17192	<b>Reg. Dt</b>	5/30/1990	<b>Allow. Dt</b>		<b>ITU</b>	No

<b>Country:</b>	United Kingdom	<b>Reg. Owner</b>	A.P. DEAUUVILLE, LLC	<b>App. #</b>	B1425911	<b>App. Dt</b>	4/20/1990	<b>Reg. #</b>	B1425911	<b>Reg. Dt</b>	11/6/1992	<b>Allow. Dt</b>		<b>ITU</b>	No
<b>ID</b>	7379	<b>Mark</b>	POWER STICK	<b>Classes</b>	3, 5										
		<b>Mark</b>	POWERSTICK	<b>Classes</b>											

<b>Country:</b>	United States	<b>Reg. Owner</b>	A.P. DEAUUVILLE, LLC	<b>App. #</b>	78464297	<b>App. Dt</b>	8/9/2004	<b>Reg. #</b>	3027662	<b>Reg. Dt</b>	12/13/2005	<b>Allow. Dt</b>		<b>ITU</b>	No
<b>ID</b>	8105	<b>Mark</b>	LADY POWER STICK (STYLIZED)	<b>Classes</b>	3										
	9721	<b>Mark</b>	POWER STICK	<b>Classes</b>	3		2/28/2006							No	
	6781	<b>Mark</b>	POWER STICK	<b>Classes</b>	10		2/8/2002		2865472	<b>Reg. Dt</b>	7/20/2004	<b>Allow. Dt</b>	9/24/2002	Yes	
	6892	<b>Mark</b>	POWER STICK	<b>Classes</b>	3		11/17/1986		1466857	<b>Reg. Dt</b>	12/1/1987	<b>Allow. Dt</b>		No	

<b>Country:</b>	Uruguay	<b>Reg. Owner</b>	A.P. DEAUUVILLE, LLC	<b>App. #</b>		<b>App. Dt</b>		<b>Reg. #</b>	347.314	<b>Reg. Dt</b>	5/20/1993	<b>Allow. Dt</b>		<b>ITU</b>	No
<b>ID</b>	7381	<b>Mark</b>	POWER STICK	<b>Classes</b>	5										

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**A.P. DEAUVILLE, LLC - STATUS REPORT**

Report Date: 11/28/2006

7380 POWER STICK 3 A.P. DEAUVILLE, LLC 345.660 2/17/1993 No

Country:	Mark	Classes	Reg. Owner	App. #	App. Dt	Reg. #	Reg. Dt	Allow. Dt	ITU
Venezuela	POWER STICK	3	UNILEVER N.Y.	7757/90	5/14/1990	F-158.979	5/24/1994		No
	POWER STICK	3	UNILEVER N.Y.	25491-91	12/5/1991	F-167.637	8/19/1994		No

SCHEDULE C TO SECURITY  
AGREEMENT - INTELLECTUAL PROPERTY

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None