

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
Bertram Holding Company, Inc.		01/23/2007	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	The Royal Bank of Scotland PLC, Milan Branch		
Street Address:	Via Turati 16/18		
City:	Milan		
State/Country:	ITALY		
Entity Type:	Public Limited Company - Scotland:		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	0790248	BERTRAM	
Registration Number:	0822731	BERTRAM	
Registration Number:	0900097	MOPPIE	
Registration Number:	1624700	V	
CORRESPONDENCE DATA			
Fax Number:	(813)229-8313		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	813-222-2021		
Email:	mmason@fowlerwhite.com		
Correspondent Name:	Monica B. Mason, Esq.		
Address Line 1:	501 E. Kennedy Blvd.		
Address Line 2:	Suite 1700		
Address Line 4:	Tampa, FLORIDA 33602		
ATTORNEY DOCKET NUMBER:	506-0298		
DOMESTIC REPRESENTATIVE			

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Name:
Address Line 1:
Address Line 2:
Address Line 3:
Address Line 4:

NAME OF SUBMITTER:	Monica B. Mason
Signature:	/monica b. mason/
Date:	03/19/2007

Total Attachments: 6

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GRANT OF SECURITY INTEREST IN TRADEMARKS

THIS GRANT OF SECURITY INTEREST ("Grant"), effected as of January 23, 2007, is executed by BERTRAM HOLDING COMPANY, a Delaware corporation (the "Grantor"), in favor of THE ROYAL BANK OF SCOTLAND PLC, MILAN BRANCH, as security agent (the "Secured Party").

A. Pursuant to a Security Agreement dated as the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement") between the Grantor and the Secured Party, the terms and provisions of which are hereby incorporated herein as if fully set forth herein, the Grantor has granted a security interest to the Secured Party in consideration of the Secured Party's agreement to provide financial accommodations to the Grantor's parent and certain other parties.

B. The Grantor has adopted, used and is using the trademarks reflected in the trademark registrations and trademark applications in the United States Patent and Trademark Office more particularly described on Schedule 1 annexed hereto as part hereof (the "Trademarks").

C. The Grantor wishes to confirm its grant to the Secured Party of a security interest in all right, title and interest of the Grantor in and to the Trademarks, and all proceeds thereof, together with the business as well as the goodwill of the business symbolized by, or related or pertaining to, the Trademarks, and the customer lists and records related to the Trademarks and all causes of action which may exist by reason of infringement of any of the Trademarks (collectively, the "TM Collateral"), to secure the payment, performance and observance of the Secured Obligations (as that term is defined in the Security Agreement).

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged:

1. The Grantor does hereby further grant to the Secured Party a security interest in the TM Collateral to secure the full and prompt payment, performance and observance of the Secured Obligations.

2. The Grantor agrees to perform, so long as the Security Agreement is in effect, all acts deemed necessary or desirable by the Secured Party in the exercise of its reasonable discretion to permit and assist it, at the Grantor's expense, in obtaining and enforcing the Trademarks in any and all countries in which the Grantor should obtain and enforce such Trademarks as determined by the Grantor's board of directors in the good faith exercise of its judgment in accordance with prudent business practice. Such acts may include, but are not limited to, execution of documents and assistance or cooperation in legal proceedings. The Grantor hereby appoints the Secured Party as the Grantor's attorney-in-fact to execute and file any and all agreements, instruments, documents and papers as the Secured Party may determine to be necessary or desirable in the exercise of its commercially reasonable discretion to evidence the Secured Party's security interest in the Trademarks or any other element of the TM Collateral, all acts of such attorney-in-fact being hereby ratified and confirmed; provided, however, no such power of attorney shall be exercised by the Secured Party absent the

occurrence and continuance of a Declared Default (as defined in the Security Agreement) other than in connection filings to be made by the Secured Party with the United States Patent and Trademark Office recording the grant of the security interest hereunder.

3. The Grantor acknowledges and affirms that the rights and remedies of the Secured Party with respect to the security interest in the TM Collateral granted hereby are more fully set forth in the Security Agreement and the rights and remedies set forth herein are without prejudice to, and are in addition to, those set forth in the Security Agreement. In the event that any provisions of this Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

4. The Grantor hereby authorizes the Secured Party to file all such financing statements or other instruments to the extent required by the Uniform Commercial Code and agrees to execute all such other documents, agreements and instruments as may be required or deemed necessary by the Secured Party, in each case for purposes of affecting or continuing Secured Party's security interest in the TM Collateral.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed as of the day and year first above written.

**BERTRAM HOLDING COMPANY,
INC.**

By: 

Name: MAURO PORETTI

Title: ATTORNEY

**THE ROYAL BANK OF SCOTLAND,
PLC, MILAN BRANCH**

By: 

Name: LICIA CIOCCA

Title: ATTORNEY

Nr. 4465

On this 23rd day of January, 2007, in Lugano before me personally came Licia CIOCCA, born in Milan, Italy, on 28.9.1965, Italian citizen with residence in Milan, Italy, bearer of the Italian identity card no. AM6881768, issued on 11.8.2005 in Milan, Italy, who, being by me duly sworn, according to the formulation foreseen by art. 235 of the Civil procedure code of Canton of Ticino and after having been informed about the penal consequences of a false declaration according to art. 253 of the Swiss penal code, did state as follows: that she is a duly authorised attorney of The Royar Bank of Scotland, PLC, Milan Branch, that she is authorized to execute the foregoing Grant on behalf of said corporation and that she did so by authority of the Board of Directors of said corporation.

Lugano, 23rd January 2007

Fabio Alippi, Public Notary in Lugano

Fabio Alippi, Public Notary in Lugano (Switzerland)



APOSTILLE
(Convention de la Haye du 5 octobre 1961)

1. Stato: Repubblica e Cantone Ticino (Svizzera)
Il presente atto pubblico
2. è stato firmato da **Fabio Alippi**
3. operante in qualità di **notaio**
4. è munito del sigillo/bollo di **notaio**

Attestato

5. in Bellinzona 6. il **25 gennaio 2007**
7. da Cancelleria dello Stato
8. col numero **2237**
9. Sigillo/bollo 10. firma

CARMELO MAZZA
Capoufficio



Tassa Fr. 30.-

Nr. 4466

On this 23rd day of January, 2007, in Lugano, before me personally came Mauro Claudio MORETTI, born in Milan, Italy, on 9.6.1960, Italian citizen, bearer of the Italian passport no. G 321058, issued on 1.9.2006 in Milan, Italy, who, being by me duly sworn, according to the formulation foreseen by art. 235 of the Civil procedure code of Canton of Ticino and after having been informed about the penal consequences of a false declaration according to art. 253 of the Swiss penal code, did state as follows: that he is a duly authorised attorney of Bertram Holding Company, Inc., that he is authorized to execute the foregoing Grant on behalf of said corporation and that he did so by authority of the Board of Directors of said corporation.

Lugano, 23rd January 2007

Fabio Alippi, Public Notary in Lugano

Fabio Alippi, Public Notary in Lugano (Switzerland)



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(Convention de la Haye du 5 octobre 1961)

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5. in Bellinzona
6. il **25 gennaio 2007**
7. da Cancelleria dello Stato

8. col numero **2238**

9. Sigillo/bollo

10. firma *[Handwritten Signature]*

CARMELO MAZZA
Capoufficio

Tassa Fr. 30.-



SCHEDULE 1

UNITED STATES PATENT AND TRADEMARK OFFICE REGISTRATIONS

1. BERTRAM, Registration No. 790,248, registered on June 1, 1965, for "boats and ships" in U.S. Class 019 (International Class 012).
2. BERTRAM & Design, Registration No. 822,731, registered on January 24, 1967, for "boats and ships" in U.S. Class 019 (International Class 012).
3. MOPPIE, Registration No. 900,097, registered on October 6, 1970, for "boats" in U.S. Class 019 (International Class 012).
4. EAGLE & V Design, Registration No. 1,624,700, registered on November 27, 1990, for "boats and yachts" in International Class 012 and for "clothing, namely jackets and tee shirts" in International Class 025.

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