

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|----------------------------------|--|---------------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Caspari, Inc. | | 03/19/2007 | CORPORATION: NEW YORK |
| RECEIVING PARTY DATA | | | |
| Name: | Brown Brothers Harriman & Co. | | |
| Street Address: | 40 Water Street | | |
| City: | Boston | | |
| State/Country: | MASSACHUSETTS | | |
| Postal Code: | 02109 | | |
| Entity Type: | LIMITED PARTNERSHIP: MASSACHUSETTS | | |
| PROPERTY NUMBERS Total: 4 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 1276049 | CASPARI | |
| Serial Number: | 77070609 | ENTERTAINING WITH CASPARI | |
| Serial Number: | 77069628 | CASPARI | |
| Serial Number: | 77071835 | CASPARI | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | (617)345-1300 | | |
| | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | | |
| Phone: | 617-345-1341 | | |
| Email: | matm@nixonpeabody.com | | |
| Correspondent Name: | Michelle A. Massicotte, Esq. | | |
| Address Line 1: | 100 Summer Street | | |
| Address Line 2: | Nixon Peabody LLP | | |
| Address Line 4: | Boston, MASSACHUSETTS 02110 | | |
| ATTORNEY DOCKET NUMBER: | 732446/3 | | |
| NAME OF SUBMITTER: | Michelle A. Massicotte | | |

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|---|--------------------------|
| Signature: | /Michelle A. Massicotte/ |
| Date: | 03/20/2007 |
| Total Attachments: 5 source=CaspariBrownSI#page1.tif source=CaspariBrownSI#page2.tif source=CaspariBrownSI#page3.tif source=CaspariBrownSI#page4.tif source=CaspariBrownSI#page5.tif | |

EXECUTION

SECURITY AGREEMENT (TRADEMARKS)

This SECURITY AGREEMENT (TRADEMARKS)(this "**Agreement**") is made as of March 19, 2007, by and between CASPARI, INC., a New York corporation (the "**Borrower**") and BROWN BROTHERS HARRIMAN & CO., a Massachusetts limited partnership (the "**Lender**").

All capitalized terms not defined herein but defined in the Security Agreement-All Assets, dated of even date herewith (as the same may be amended, modified, supplemented, extended or restated, from time to time, the "**Security Agreement-All Assets**") by and between the Borrower and the Lender, shall have the meanings given to such terms in the Security Agreement-All Assets.

Preliminary Statements:

WHEREAS, the Borrower has requested that the Lender enter into the Credit Agreement and to make certain Loans to or for the benefit of the Borrower, as provided for therein; and

WHEREAS, the Borrower owns, has adopted, used and is using the trademarks and service marks (and has filed the trademark applications and service mark applications) set forth in **Schedule 1** attached hereto and made a part hereof (collectively, the "**Marks**"); and

WHEREAS, in order to induce the Lender to enter into the Credit Agreement and to make such Loans to or for the benefit of the Borrower, and as a supplement to the Security Agreement-All Assets, the Lender has requested, and the Borrower has agreed to enter into this Agreement;

NOW, THEREFORE, in order to induce the Lender to enter into the Credit Agreement and to make such Loans to or for the benefit of the Borrower, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Borrower hereby agrees with the Lender as follows:

1. To secure the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations, the Borrower does hereby grant to the Lender a continuing security interest in and to the Marks and all General Intangibles connected with the use of or related to any and all Marks (including without limitation, all goodwill of the Borrower and its business, products and services appurtenant to, associated with or symbolized by any and all Marks and the use thereof), together with all registrations of the Marks and the applications therefor, all in accordance with the terms and provisions of the Security Agreement-All Assets.

2. The Borrower and the Lender hereby expressly acknowledge and agree that all of the rights and remedies of the Lender with respect to the security interest granted hereby are more fully set forth in the Security Agreement-All Assets.

[THE REMAINDER OF THIS PAGE IS LEFT BLANK INTENTIONALLY]

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed and delivered under their seals as of the date first above written.

WITNESS:

CASPARI, INC.

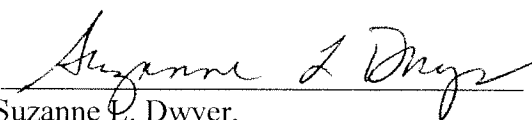
Name:

By: _____
Fred Finkenauer, Vice President

WITNESS:

BROWN BROTHERS HARRIMAN & CO.

Name:

By: 
Suzanne E. Dwyer,
Senior Vice President

STATE OF CONNECTICUT

_____ County, ss.

On this ___ day of March, 2007, before me, the undersigned notary public, personally appeared Fred Finkenauer, as Vice President of Caspari, Inc., proved to me through satisfactory evidence of identification which was his driver's license, to be the person whose name is on the foregoing Security Agreement (Trademarks), and acknowledged to me that he signed it voluntarily, for and on behalf of Caspari, Inc., for its stated purpose.

Notary Public
My commission expires:
[AFFIX NOTARIAL SEAL]

COMMONWEALTH OF MASSACHUSETTS

Suffolk County, ss.

On this 12th day of March, 2007, before me, the undersigned notary public, personally appeared Suzanne L. Dwyer as Senior Vice President of Brown Brothers Harriman & Co., proved to me through satisfactory evidence of identification which was her driver's license, to be the person whose name is on the foregoing Security Agreement (Trademarks), and acknowledged to me that she signed it voluntarily, for and on behalf of Brown Brothers Harriman & Co., for its stated purpose.

Carolene P. Moore
Notary Public
My commission expires: 2-4-2011
[AFFIX NOTARIAL SEAL]

SECURITY AGREEMENT (TRADEMARKS)

by and between

CASPARI, INC.
(the "**Borrower**")

and

BROWN BROTHERS HARRIMAN & CO.
(the "**Lender**")

List of U.S. Registered Trademarks (and Applications therefor)

Schedule 1

The following trademarks registered with, and the following trademark applications pending with, the United States Patent and Trademark Office, are owned by the Borrower:

| <u>Trademark</u> | <u>Serial No.</u> | <u>Application Date</u> | <u>Registration No.</u> | <u>Date of Registration</u> |
|--|--------------------------|--------------------------------|--------------------------------|------------------------------------|
| CASPARI | 73/315624 | 6/19/1981 | 1,276,049 | 5/1/1984 |
| ENTERTAINING WITH CASPARI (Stylized) | 77/070609 | 12/22/2006 | N/A | N/A |
| CASPARI (Stylized) | 77/069628 | 12/21/2006 | N/A | N/A |
| CASPARI (Stylized) | 77/071835 | 12/27/1006 | N/A | N/A |