TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Second Amendment and Assignment of Trademark Collateral Assignment and Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
CapitalSource Finance LLC		04/25/2007	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Patriarch Partners Agency Services, LLC
Street Address:	112 South Tryon Street
Internal Address:	Suite 700
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28284
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	2729921	GENTRY
Registration Number:	1249554	HERBISSIMO
Registration Number:	0395171	PRIORITE'

CH $90.00 2729921

CORRESPONDENCE DATA

Fax Number: (202)756-9299
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 8002210770
Email: matthew.mayer@thomson.com
Correspondent Name: Corporation Service Company
Address Line 1: 1133 Avenue of the Americas
Address Line 2: Suite 3100
Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	CSC # 872707

NAME OF SUBMITTER:	Matthew Mayer
Signature:	/Matthew Mayer/
Date:	05/08/2007

Total Attachments: 17
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CONTINUATION OF ITEM 4:

B. Registration Numbers (Cont.)

TMA315655
TMA 577991
TMA578406
TMA577319
602707
2020995 (formerly 990043956)
167045
61814
137213
1264006
1297813
964320
4101137
891503
811790
725481
697390
686457
686458
721400
267301 (formerly 166706)
85652
192964
2652446
1064980
1064979
2729921
1249554
395171
339172
427431
178818

EXHIBIT A TO TRADEMARK ASSIGNMENT

VORUMERKJASTYRING EHF TRADEMARKS

COUNTRY	TRADEMARK	APP NO	APP DATE	REG NO	REG DATE	CLASS	GOODS	RECORD	EQUITABLE	STATUS
Australia	GENTRY	831967	4/14/2000	831967	4/14/2000	3	Fragrances, perfumes, colognes, toilet waters, lotions, cosmetics, bath and body products, soaps, showers gels, bubble bath and body scrubs.	FINANZ ST. HONORE, B.V.	VORUMERKJA STYRING EHF	REGISTERED/ TRANSFERRE D
Australia	GOLF SPORT	831962	4/14/2000	831962	4/14/2000	3	Fragrances, perfumes, colognes, toilet waters, lotions, cosmets, bath and body products, soaps, shower gels, bubble bath and body scrubs.	FINANZ ST. HONORE, B.V.	VORUMERKJA STYRING EHF	REGISTERED/ TRANSFERRE D
Australia	HERBISSIMO	831966	4/14/2000	831966	4/14/2000	3	Fragrances, perfumes, colognes, toilet waters, lotions, cosmetics, bath and body products, soaps, shower gels, bubble bath and body scrubs.	FINANZ ST. HONORE, B.V.	VORUMERKJA STYRING EHF	REGISTERED/ TRANSFERRE D
Australia	IMPOSIBLE	831965	4/14/2000	831965	4/14/2000	3	Fragrances, perfumes, colognes, toilet waters, lotions, cosmetics, bath and body products, soaps, shower gels, bubble bath and body scrubs.	FINANZ ST. HONORE, B.V.	VORUMERKJA STYRING EHF	REGISTERED/ TRANSFERRE D

COUNTRY	TRADEMARK	APP NO	APP DATE	REG NO	REG DATE	CLASS	GOODS	RECORD	FOUL AGE	STATUS
Australia	PRIORITE	831964	4/14/2000	831964	4/14/2000	3	Frangrances, perfumes, colognes, toilet waters, lotions, cosmetics, bath and body products, soaps, shower gels, bubble bath and body scrubs.	FINANZ ST. HONORE, B.V.	VORUMERKJA STYRING EHF	REGISTERED/ TRANSFERRE D
Australia	ZIG ZAG	831963	4/14/2000	831963	4/14/2000	3	Fragrances, perfumes, colognes, toilet waters, lotions, cosmetics, bath and body products, soaps, shower gels, bubble bath and body scrubs.	FINANZ ST. HONORE, B.V.	VORUMERKJA STYRING EHF	REGISTERED/ TRANSFERRE D
Canada	GENTRY	1056421	4/25/2000	TMA576467	2/26/2003	N/A	Fragrances, namely perfumes, colognes and toilet waters, lotions, bath and body products, namely soaps, shower gels, bubble bath and body scrubs.	FINANZ ST. HONORE, B.V.	VORUMERKJA STYRING EHF	REGISTERED/ TRANSFERRE D
Canada	HERBISSIMO	526231	8/1/1984	TMA315655	6/27/1986	N/A	Colognes, soaps, after shave lotion, cleansing milk, deodorant, shampoo, fashion tonic, and hand cream.	FINANCIERA DE PERFUMERIA, S.A.	VORUMERKJA STYRING EHF	REGISTERED/ TRANSFERRE D
Canada	IMPOSIBLE	1056422	4/25/2000	TMA577991	3/24/2003	N/A	Fragrances, namely perfumes, colognes and toilet waters, moisturizers for body, hands and face, cosmetics and bath and body products, namely soaps, shower gels, bubble bath and body scrubs.	FINANZ ST. HONORE, B.V.	VORUMERKJA STYRING EHF	REGISTERED/ TRANSFERRE D
Canada	PRIORITE	1056423	4/25/2000	TMA578406	3/27/2003	N/A	Fragrances, namely perfumes, colognes and toilet waters, moisturizers for body, hands and face, cosmetics and bath and body products, namely soaps, shower gels, bubble bath and body scrubs.	FINANZ ST. HONORE, B.V.	VORUMERKJA STYRING EHF	REGISTERED/ TRANSFERRE D

COUNTRY	TRADEMARK	APP NO	APP DATE	REG NO	REG DATE	CLASS	GOODS	RECORD	EQUITABLE	STATUS
Canada	ZIG ZAG	1056416	4/25/2000	TMA577319	3/11/2003	N/A	Fragrances, namely perfumes, colognes and toilet waters, lotions, cosmetics and bath and body products, namely soaps, shower gels, bubble bath and body scrubs.	FINANZ ST. HONORE, B.V.	VORUMERKJA STYRING EHF	REGISTERED/ TRANSFERRED
Chile	HERBISSIMO (WORDMARK)	527295	5/9/2001	602707	8/30/2001	3	Perfumery, cosmetics, toilet goods, and all the rest of the goods contained in class 3.	FINANCIERA DE PERFUMERIA, S.A.	VORUMERKJA STYRING EHF	REGISTERED/ TRANSFERRED
China	HERBISSIMO			2020995 (formerly 990043956)		3	Cleaning preparations	VORUMERKJA STYRING EHF	VORUMERKJA STYRING EHF	REGISTERED/ TRANSFERRED
Colombia	HERBISSIMO (WORDMARK)	92287652	6/15/1988	167045	8/11/1994	3	Bleaching preparations and other substances for laundry use; clearing, polishing, scouring and abrasive preparations; soaps; perfumery, essential oils, cosmetics, hair lotions; dentifrices.	FINANCIERA DE PERFUMERIA, S.A.	VORUMERKJA STYRING EHF	REGISTERED/ TRANSFERRED
Costa Rica	HERBISSIMO (WORDMARK)	1900-6181403	11/2/1992	61814	2/11/1993	3	Perfumes, cosmetics and toiletries.	FINANCIERA DE PERFUMERIA, S.A.	VORUMERKJA STYRING EHF	REGISTERED/ TRANSFERRED

COUNTRY	TRADEMARK	APP NO	APP DATE	REG NO	REG DATE	CLASS	GOODS	RECORD	OWNER	STATUS
Dominican Republic	HERBISSIMO	137213	4/30/2001	137213	9/22/2003	50	Perfumery, powders, foot powders, soaps, creams for the skin and shaving creams, after-shave products, carmines, depilatory creams, tooth pastes, deodorant, body lotions, colognes, bath gels, eau de colognes, lipsticks, eyebrow pencils, shampoo, finger enamels, dustpowder, astringents for skin care, grease for the hair, pomades and cosmetics, hair coloring products, combs, sponges and other toilet and personal care products.	FINANCIERA DE PERFUMERIA, S.A.	VORUMERKJA STYRING EHF	REGISTERED/ TRANSFERRED
France	HERBISSIMO		11/2/1983	1264006	11/2/1983	3, 5	Preparations for bleaching and other cleaning substances, cleaning, polishing, abrasion and de-greasing products, soaps, perfumes, essential oils, hair lotions, toothpaste, pharmaceutical products, veterinary products, dietetic substances, food for babies, plasters, bandages, tooth filling products, disinfectants, dental imprints, pesticides, fungicides, herbicides.	VORUMERKJA STYRING EHF	VORUMERKJA STYRING EHF	REGISTERED/ TRANSFERRED
France	SQUASH	1456985	2/1/1985	1297813	2/1/1985	3	Soaps, perfumes, personal deodorants, personal hygiene products, cosmetics, essential oils, hair lotions and toothpaste.	MARCAFIN, S.A.	VORUMERKJA STYRING EHF	REGISTERED/ TRANSFERRED
Germany	HERBISSIMO	D30813	11/25/1976	964320	11/7/1977	3	Perfumes, eau de cologne, toilet water, shaving products; cosmetics, soaps, essential oils, hair lotions, depilatory products; antitranspirants, sun tan products, non-medical skin care products, bath oils, bath salts and bath powder; cosmetic products for hand and nail care; deodorants.	LES PARFUMS DE DANA, INC.	VORUMERKJA STYRING EHF	REGISTERED/ TRANSFERRED

COUNTRY	TRADEMARK	APP NO	APP DATE	REG NO	REG DATE	CLASS	[illegible]	RECORD	[illegible]	STATUS
Japan	HERBISSIMO	66069/196	6/14/1996	4101137	1/9/1998	3	Soaps, perfumery, cosmetics for hair and other cosmetics, adhesives for wearing wigs, adhesives for false eye lashes, starch paste for washing, glue for washing, dentifrices, anti-static agents for domestic use, defatting agents for domestic use, rust-removing agents, benzine for removing stains, laundry bleach, polishes, sand paper, grinding clothes, grinding sands, artificial pumice stones, polishing papers, polishing cloths, shoe cream, shoe blacks, exfoliating agents for paints.	MARCAFIN, S.A.	VORUMERKJA STYRING EHF	REGISTERED/ TRANSFERRED
Mexico	CHISPAS	452372	10/11/2000	891503	7/26/2005	3	Perfume, eau de cologne, eau de toilette, and other fragrance products, essential oil, toilet soaps for non-medical purposes, cosmetic preparations for bath, deodorant (roll on, spray and cream), antiperspirant (roll on, spray and cream), shampoos and conditioner for hair and for non-medical purposes, talcum powders, dusting powders, skin cream and lotion and cleansing cosmetics for bodily use.	FINANZ ST. HONORE, B.V.	VORUMERKJA STYRING EHF	REGISTERED/ TRANSFERRED
Mexico	GENTRY	456003	10/31/2000	811790	11/7/2003	3	Fragrances, such as perfumes, colognes and toliet waters, lotions, cosmetics and body care and bathing products, such soaps, bathing gels, bathing bubbles and body cleaners.	FINANZ ST. HONORE, B.V.	VORUMERKJA STYRING EHF	REGISTERED/ TRANSFERRED
Mexico	GOLF SPORT	456007	10/31/2000	725481	11/30/2001	3	Fragrances, namely perfumes, colognes and toliet waters, lotions, cosmetics and bath and body products, namely, soaps, shower gels, bubble bath and body scrubs	FINANZ ST. HONORE, B.V.	VORUMERKJA STYRING EHF	REGISTERED/ TRANSFERRED

COUNTRY	TRADEMARK	APP NO	APP DATE	REG NO	REG DATE	CLASS	GOODS	RECORD	EQUITABLE	STATUS
Mexico	HERBISSIMO	446935	9/11/2000	697390	4/30/2001	3	Perfumes, eau de cologne, toilet water, shaving products; cosmetics, soaps, essential oils, hair lotions, depilatories, antiperspirants, suntan preparations, non-medicated preparations for skincare, bath oils, bath salts and bath powder, cosmetic preparations for hand and nail care, deodorants.	FINANZ ST. HONORE, B.V.	VORUMERKJA STYRING EHF	REGISTERED/ TRANSFERRED
Mexico	IMPOSIBLE	456004	10/31/2000	686457	1/31/2001	3	Fragrances, namely perfumes, colognes and toilet waters, lotions, cosmetics and bath and body products, namely, soaps, shower gels, bubble bath and body scrubs.	FINANZ ST. HONORE, B.V.	VORUMERKJA STYRING EHF	REGISTERED/ TRANSFERRED
Mexico	PRIORITE	456005	10/31/2000	686458	1/31/2001	3	Fragrances, namely perfumes, colognes and toilet waters, lotions, cosmetics and bath and body products, namely, soaps, shower gels, bubble bath and body scrubs.	FINANZ ST. HONORE, B.V.	VORUMERKJA STYRING EHF	REGISTERED/ TRANSFERRED
Mexico	ZIG ZAG	456006	10/31/2000	721400	10/31/2001	3	Fragrances, namely perfumes, colognes and toilet waters, lotions, cosmetics and bath and body products, namely, soaps, shower gels, bubble bath and body scrubs.	FINANZ ST. HONORE, B.V.	VORUMERKJA STYRING EHF	REGISTERED/ TRANSFERRED
Paraguay	HERBISSIMO	12/16/2003	32525	267301 (formerly 166706)	4/22/04 (formerly 12/16/1993)	3	Perfumery, cosmetics and toilet articles.	VORUMERKJA STYRING EHF	VORUMERKJA STYRING EHF	REGISTERED/ TRANSFERRED
Peru	SQUASH	228549		85652		3	Perfumery, cosmetics, toilet products	FINANCIERA DE PERFUMERIA, S.A.	VORUMERKJA STYRING EHF	REGISTERED/ TRANSFERRED
Philippines	CHISPAS	4-2005-01262	12/22/2005			3	All goods in class 3	DANA S.A.	VORUMERKJA STYRING EHF	PENDING
Portugal	SIMPATIA	192964	10/13/1976	192964	10/16/1984	3	Perfumery products, beauty products, toilette substances, essential oils and cosmetics.	MARCAFIN, S.A.	VORUMERKJA STYRING EHF	REGISTERED/ TRANSFERRED

COUNTRY	TRADEMARK	APP NO	APP DATE	REG NO	REG DATE	CLASS	GOODS	RECORD	OWNER	STATUS
South Africa	PLANTINE	1948/02982	6/12/1950	1948/02982	6/12/1950			MARCAFIN, S.A.	VORUMERKJA STYRING EHF	REGISTERED/ TRANSFERRED
Spain	SQUASH	2652446	5/19/2005	2652446	5/19/2005	3	Bleaching preparations and other substances for laundry use; cleaning, polishing, scouring and abrasive preparations; soaps; perfumery, essential oils, cosmetics, hair lotions, dentifrices; deodorants for personal hygiene.	VORUMERKJA STYRING EHF	VORUMERKJA STYRING EHF	Registered
Switzerland	HERBISSIMO	5224/1976	11/4/1976	P-285.732	11/4/1976	3, 5	All products of perfumery and beauty; all products of toiletry for the care of the body, mouth; products for hair care and hair treatment, for beard (non-medical); pre- and after shave products; shampoo; toothpaste; soaps, cosmetics; essential oils; hair removing products; anti-perspirants; sun tan products; products against sun burn (non-medical); paper, cards, towels and pouches impregnated with perfume or containing perfume; bath oil, bath salt, bath powder (non-medicated); hand and nail care products; pharmaceuticals and hygienic products and substances, deodorants, medical lotions and creams for skin care and hair care; medical products for the bath and pharmaceutical balms; all aforementioned goods on herbal base.	MARCAFIN, S.A.	VORUMERKJA STYRING EHF	REGISTERED/ TRANSFERRED
United Kingdom	HERBISSIMO			1064980	6/28/1976	5	Pharmaceutical and sanitary preparations and substances, deodorants; medicated creams and medicated lotions, all for the treatment of the skin and the scalp; medicated bath preparations; all containing herbs or herb extracts.	LES PARFUMS DE DANA, INC.	VORUMERKJA STYRING EHF	REGISTERED/ TRANSFERRED

COUNTRY	TRADEMARK	APP NO	APP DATE	REG NO	REG DATE	CLASS	GOODS	RECORD	OWNER	STATUS
United Kingdom	HERBISSIMO			1064979	6/28/1976	3	Perfumes, non-medicated toilet preparations, cosmetics, soaps, essential oils, preparations for the hair, depilatory preparations, anti-perspirants, all containing herbs or herb extracts or perfumed with herbs.	LES PARFUMS DE DANA, INC.	VORUMERKJA STYRING EHF	REGISTERED/ TRANSFERRED
United States	GENTRY	76/190582	1/5/2001	2729921	6/24/2003	3	Fragrances, namely perfume, cologne, and after shave; antiperspirants and deodorants; body lotion.	FINANZ ST. HONORE, B.V.	VORUMERKJA STYRING EHF	REGISTERED/ TRANSFERRED
United States	HERBISSIMO	73/322697	8/7/1981	1249554	8/30/1983	3	Toilet soaps and eau de cologne.	VORUMERKJA STYRING EHF	VORUMERKJA STYRING EHF	REGISTERED/ TRANSFERRED
United States	PRIORITE'	71/449939	1/1/1942	395171	5/12/1942	3	Perfume.	VORUMERKJA STYRING EHF	VORUMERKJA STYRING EHF	REGISTERED/ TRANSFERRED
Uruguay	HERBISSIMO (WORDMARK)		4/23/1981	339172	4/23/1981	3, 8, 22	3: Scented oil, scented water, musk, brillantine, rouge, ribbons for perfuming by burning aromatic herbs or incense, powder puffs, cold creams, cosmetics, creams or white cosmetics, shaving creams and pastes, scented extract, soaps, perfumed soaps, paper for burning aromatic herbs, perfumes, dentifrice powders, shampoos, skin powders, hair or skin pomades, sandal wood, perfumed talc, hair dye, aromatic vinegar"¤ 8: "curling tongs for hairdressers"¤ 22: "human hair"¤ 26: "hair nets	FINANCIERA DE PERFUMERIA, S.A.	VORUMERKJA STYRING EHF	REGISTERED/ TRANSFERRED
Venezuela	HERBISSIMO (WORDMARK)	93-11875	7/1/1993	P-181828	10/10/1995	3	Cosmetics, perfumery, soaps, beauty product and others including in this class.	FINANCIERA DE PERFUMERIA, S.A.	VORUMERKJA STYRING EHF	REGISTERED/ TRANSFERRED

COUNTRY	TRADEMARK	APP NO	APP DATE	REG NO	REG DATE	CLASS	GOODS	RECORD	EQUITABLE	STATUS
WIPO	HERBISSIMO	427431	12/17/1976	427431	12/17/1976	3, 5	All beauty and perfume products; all toilet products for body, face and mouth care; products for care and treatment of hair and beard (non-medicinal); shaving products, before and after shave; shampoo; toothpastes; soaps, cosmetics; essential oils; depilatory products; antiperspirants; sun tanning products; sunburn products (non-medicinal); papers, cards, perfumed towels or sachets or containing perfume, bath oils, bath salts, bath powders (non-medicinal); hand and nail care products; all of these products being herb-based; pharmaceutical and hygiene products and substances; deodorants, medicinal lotions and creams for skins and scalp treatment; medicinal bath products and pharmaceutical unguents; all of these products being herb-based. Countries: Germany, Austria, Benelux, France, Italy, Liechtenstein, Monaco, Portugal, San Marino	MARCAFIN, S.A.	VORUMERKJA STYRING EHF	REGISTERED/ TRANSFERRED
WIPO	TOTEM	178818	7/28/1939	178818	8/11/1954	3		MARCAFIN, S.A.	VORUMERKJA STYRING EHF	

SECOND AMENDMENT AND ASSIGNMENT OF TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT

This Second Amendment and Assignment of Trademark Collateral Assignment and Security Interest dated as of April 25, 2007 (this "**Second Amendment and Assignment**"), is made by and among CapitalSource Finance LLC, assignee of Wachovia Bank, National Association, in its capacity as Agent (Wachovia being the "**Original Agent**" and CapitalSource being the "**Retiring Agent**") under the Existing Loan Agreement (as defined below), Patriarch Partners Agency Services, LLC, in its capacity as successor Agent ("**Successor Agent**") under the Existing Loan Agreement, and Vorumerkjastyring ehf ("**Company**").

RECITALS

WHEREAS, Company, certain of Company's affiliates, the Lenders party thereto and Original Agent entered into that certain Loan and Security Agreement dated as of September 30, 2004 (as amended, restated, supplemented or otherwise modified from time to time prior to June 2, 2006, the "**Original Loan Agreement**");

WHEREAS, Company, the Lenders party thereto and Original Agent entered into that certain Trademark Collateral Assignment and Security Interest (as amended, restated, supplemented or otherwise modified prior to June 2, 2006, the "**Trademark Agreement**") dated as of September 30, 2004 and recorded on October 18, 2004 with the United States Patent and Trademark Office at Reel 003062 and Frame 0612;

WHEREAS, pursuant to the Original Loan Agreement and the Trademark Agreement, Company granted to Original Agent, as agent on behalf of the Lenders, a continuing security interest in, among other things, all of Company's right, title and interest in and to the trademarks referred to in Exhibit A hereto (the "**Trademarks**");

WHEREAS, pursuant to that certain Amendment and Assignment of Trademark Collateral Assignment and Security Interest dated as of June 2, 2006 by and between, among others, Original Agent and Retiring Agent (the "**First Assignment Agreement**"), Original Agent resigned as Agent and delegated its rights, remedies, duties and obligations under the Original Loan Agreement, the Trademark Agreement and all other financing and collateral documents executed in connection therewith (collectively, the "**Original Loan Documents**") to Retiring Agent as the successor Agent and Retiring Agent accepted the assignment of the rights, remedies, and duties and assumed the obligations of the Agent under the Original Loan Documents from Original Agent pursuant to the terms of the First Assignment Agreement, which was recorded on June 23, 2006 with the United States Patent and Trademark Office at Reel 3336 and Frame 0941;

WHEREAS, Company, certain of Company's affiliates, the Lenders party thereto and Retiring Agent entered into that certain Amended and Restated Loan and Security Agreement dated as of June 2, 2006 (as amended, restated, supplemented or otherwise modified from time to time prior to the date hereof, the "**Existing Loan Agreement**");

WHEREAS, pursuant to the Existing Loan Agreement and the First Assignment Agreement, Company granted to Retiring Agent, as agent on behalf of the Lenders, a continuing security interest in, among other things, all of Company's right, title and interest in and to the Trademarks;

WHEREAS, pursuant to that certain letter agreement dated as of the date hereof by and between, among others, Retiring Agent and Successor Agent (the "**Assignment Letter Agreement**"), Retiring Agent has resigned as Agent and delegated its rights, remedies, duties and obligations under the Existing Loan Agreement, the Trademark Agreement and all other financing and collateral documents executed in connection therewith (collectively, the "**Existing Loan Documents**") to Successor Agent as the successor Agent, and Successor Agent has agreed to accept the assignment of the rights, remedies, and duties and assumed the obligations of the Agent under the Existing Loan Documents from Retiring Agent pursuant to the terms of the Assignment Letter Agreement;

WHEREAS, the parties hereto desire to execute this Second Amendment and Assignment for the purposes of (i) amending the Trademark Agreement and the notice of such Trademark Agreement in certain respects to reflect the transfer of Retiring Agent's interest as Agent to Successor Agent, and (ii) evidencing in the United States Patent and Trademark Office the assignment by Retiring Agent to Successor Agent of all of Retiring Agent's rights, remedies, duties and obligations under the Trademark Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, Company, Retiring Agent and Successor Agent hereby agree as follows:

1. Definitions. All capitalized terms used but not defined herein shall have the respective meanings ascribed to such terms in the Existing Loan Agreement.

2. Amendment of Trademark Agreement. The Trademark Agreement shall be amended such that Successor Agent shall replace Retiring Agent as "Agent" thereunder and all references to "Agent" thereunder shall hereinafter refer to Patriarch Partners Agency Services, LLC, as Agent for the Lenders.

3. Assignment. In connection with the assignment from Retiring Agent to Successor Agent under the Assignment Letter Agreement, Retiring Agent does hereby assign and transfer, without recourse and without representation or warranty, all of its rights, remedies, duties and obligations as Agent under the Trademark Agreement to Successor Agent, and Successor Agent hereby accepts all of Retiring Agent's assignment and transfer of its rights, remedies, duties and obligations as Agent under the Trademark Agreement. The execution and delivery of this Second Amendment and Assignment shall not in any way affect or modify the liability of Company under the Existing Loan Agreement or the Trademark Agreement, it being understood and agreed that notwithstanding this Second Amendment and Assignment, all of the obligations of Company under the Existing Loan Documents shall be and remain enforceable by Successor

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Agent, as Agent under the Existing Loan Agreement and Trademark Agreement, or by its successors and assigns against Company.

4. Severability. Whenever possible, each provision of this Second Amendment and Assignment will be interpreted in such manner as to be effective and valid under applicable law. In the event any provision of this Second Amendment and Assignment is or is held to be invalid, illegal, or unenforceable under applicable law, such provision will be ineffective only to the extent of such invalidity, illegality, or unenforceability, without invalidating the remainder of such provision or the remaining provisions of this Second Amendment and Assignment. In addition, in the event any provision of or obligation under this Second Amendment and Assignment is or is held to be invalid, illegal, or unenforceable in any jurisdiction, the validity, legality, and enforceability of the remaining provisions or obligations in any other jurisdictions will not in any way be affected or impaired thereby.

5. Section Titles. Section and Subsection titles in this Second Amendment and Assignment are included for convenience of reference only, do not constitute a part of this Second Amendment and Assignment for any other purpose, and have no substantive effect.

6. Successors and Assigns. This Second Amendment and Assignment will be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

7. Governing Law. This Second Assignment and Agreement 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, without regard to the principles thereof regarding conflict of laws.

8. Counterparts. This Second Amendment and Assignment may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which, when so executed and delivered, will be deemed an original and all of which shall together constitute one and the same instrument. Any such counterpart which may be delivered by facsimile transmission shall be deemed the equivalent of an originally signed counterpart and shall be fully admissible in any enforcement proceedings regarding this Second Amendment and Assignment.

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TRADEMARK
REEL: 003537 FRAME: 0374

IN WITNESS WHEREOF, each of the parties hereto has caused this Second Amendment to be executed by its duly qualified officer on the date first written above.

CAPITALSOURCE FINANCE LLC, as Retiring Agent

By: Joanne Fungaroli
Name: Joanne Fungaroli
Title: Authorized Signatory

PATRIARCH PARTNERS AGENCY SERVICES, LLC, as Successor Agent

By: _____
Name: Lynn Tilton
Title: Manager

VORUMERKJASTYRING EHF

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, each of the parties hereto has caused this Second Amendment to be executed by its duly qualified officer on the date first written above.

CAPITALSOURCE FINANCE LLC, as Retiring Agent

By: _____
Name: _____
Title: _____

PATRIARCH PARTNERS AGENCY SERVICES, LLC, as Successor Agent

By: _____
Name: Lynn Titton
Title: Manager

VORUMERKJASTYRING EHF

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, each of the parties hereto has caused this Second Amendment to be executed by its duly qualified officer on the date first written above.

CAPITALSOURCE FINANCE LLC, as Retiring Agent

By: _____
Name: _____
Title: _____

PATRIARCH PARTNERS AGENCY SERVICES, LLC, as Successor Agent

By: _____
Name: Lynn Tilton
Title: Manager

VORUMERKJASTYRING EHF

By: _____
Name: ISAAC. F. Cohen
Title: Director

EXHIBIT A

Trademark	Reg/Serial No.	Reg/Filing Date
See attached.		