

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	Trademark Assignment of Security Interest
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CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Wicked Fashions, Inc		05/30/2007	CORPORATION: NEW YORK

RECEIVING PARTY DATA

Name:	HSBC Bank USA, N.A.
Street Address:	452 Fifth Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10018
Entity Type:	Financial Institution:

PROPERTY NUMBERS Total: 17

Property Type	Number	Word Mark
Serial Number:	78495897	SOUTH POLE
Registration Number:	3122868	LOT29 LUXE
Serial Number:	78624938	
Serial Number:	78629871	LOT29
Serial Number:	78803556	SOUTHPOLE
Serial Number:	78934297	L29
Serial Number:	78952527	SOUL DIVA
Serial Number:	77065334	SP
Serial Number:	77067496	SP
Serial Number:	77067568	
Serial Number:	77113171	SOUTHPOLE
Serial Number:	77123404	WCKD BRANDS
Serial Number:	77123412	WCKD
Serial Number:	77167415	G RUSH

CH \$440.00 78495897

Serial Number:	77167437	WE KID
Serial Number:	77167449	AWESOME SCHOOL MAKEOVER
Serial Number:	77167463	SP ACTIVE

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 # 933002
NAME OF SUBMITTER:	Matthew Mayer
Signature:	/Matthew Mayer/
Date:	06/06/2007

Total Attachments: 4
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TRADEMARK ASSIGNMENT OF SECURITY INTEREST

WHEREAS, WICKED FASHIONS, INC., a corporation formed under the laws of New York, located at 222 Bridge Plaza, South Fort Lee, New Jersey 07025 ("Borrower"), has adopted, used and is using the marks shown in the attached Schedule A (the "Marks"), for which there are registrations or applications in the United States Patent and Trademark Office under the numbers shown in the attached Schedule A; and

WHEREAS, Borrower is obligated to HSBC BANK USA, N.A. ("HSBC") and various other financial institutions (collectively, "Lenders"), HSBC and BANK OF AMERICA, N.A., as co-agents for Lenders, THE CIT GROUP/COMMERICAL SERVICES, INC. as documentation agent for Lenders and HSBC, as administrative agent and sole arranger for Lenders (in such capacity, "Agent") pursuant to a certain (i) Amended and Restated Financing Agreement, dated the date hereof, among Agent, Lenders, Borrower and the other credit parties named therein and (ii) Trademark Collateral Security Agreement, dated as of July 6, 2004, made by Borrower in favor of Agent (as each may be amended, modified, restated or supplemented from time to time, collectively, the "Agreements"); and

WHEREAS, pursuant to the Agreements, Borrower is granting to Agent for its benefit and for the ratable benefit of Lenders a security interest in the Marks, the goodwill of the business symbolized by the Marks, and the registrations and applications therefor.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Borrower does hereby assign unto Agent for its benefit and for the ratable benefit of Lenders and grant to Agent for its benefit and for the ratable benefit of Lenders a security interest in and to the Marks, together with the goodwill of the business symbolized by the Marks, and registrations and applications therefor, which assignment and security interest shall secure all the Obligations as defined in the Agreements and in accordance with the terms and provisions thereof.

Borrower expressly acknowledges and affirms that the rights and remedies of Agent and Lenders with respect to the assignment and security interest granted hereby are more fully set forth in the Agreements.

Dated: New York, New York
May 30, 2007

WICKED FASHIONS, INC.

By: _____

Name: *Deborah Kohn*

Its: *President*

HSBC BANK USA, as Agent

By: _____

Name:

Its:

TRADEMARK ASSIGNMENT OF SECURITY INTEREST

WHEREAS, WICKED FASHIONS, INC., a corporation formed under the laws of New York, located at 222 Bridge Plaza, South Fort Lee, New Jersey 07025 ("Borrower"), has adopted, used and is using the marks shown in the attached Schedule A (the "Marks"), for which there are registrations or applications in the United States Patent and Trademark Office under the numbers shown in the attached Schedule A; and

WHEREAS, Borrower is obligated to HSBC BANK USA, N.A. ("HSBC") and various other financial institutions (collectively, "Lenders"), HSBC and BANK OF AMERICA, N.A., as co-agents for Lenders, THE CIT GROUP/COMMERICAL SERVICES, INC. as documentation agent for Lenders and HSBC, as administrative agent and sole arranger for Lenders (in such capacity, "Agent") pursuant to a certain (i) Amended and Restated Financing Agreement, dated the date hereof, among Agent, Lenders, Borrower and the other credit parties named therein and (ii) Trademark Collateral Security Agreement, dated as of July 6, 2004, made by Borrower in favor of Agent (as each may be amended, modified, restated or supplemented from time to time, collectively, the "Agreements"); and

WHEREAS, pursuant to the Agreements, Borrower is granting to Agent for its benefit and for the ratable benefit of Lenders a security interest in the Marks, the goodwill of the business symbolized by the Marks, and the registrations and applications therefor.

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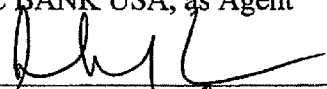
Borrower expressly acknowledges and affirms that the rights and remedies of Agent and Lenders with respect to the assignment and security interest granted hereby are more fully set forth in the Agreements.

Dated: New York, New York
May 30, 2007

WICKED FASHIONS, INC.

By: _____
Name:
Its:

HSBC BANK USA, as Agent

By: 
Name: Gray Augustus
Its: Vice President

STATE OF NEW YORK)
 Jersey
 Seeger : ss.:
COUNTY OF NEW YORK)

On this 30th day of May, 2007, before me personally came Jae Won Khyu, to me known, who, being by me duly sworn, did depose and say that s/he is the President of Wicked Fashions, Inc., the corporation described in and which executed the foregoing instrument; and that s/he signed her/his name thereto by order of the board of directors of said corporation.

Carmen Aiello
Notary Public

CARMEN AIELLO
NOTARY PUBLIC OF NEW JERSEY
Commission Expires 2/2/2010

STATE OF NEW YORK)
 : ss.:
COUNTY OF NEW YORK)

On this ____ day of May, 2007, before me personally came _____, to me known, who, being by me duly sworn, did depose and say that s/he is the _____ of HSBC Bank USA, N.A., the company described in and which executed the foregoing instrument; and that s/he was authorized to sign her/his name thereto on behalf of said company.

Notary Public

**SCHEDULE A
UNITED STATES TRADEMARK FILINGS SINCE JULY 6, 2004**

Mark	Country	Serial No.	Registration No.	Filing Date	Registration Date
SOUTHPOLE (w/ Hexagons)	United States	78/495,897		October 6, 2004	
LOT29 LUXE	United States	78/551,488	3122868	January 21, 2005	August 1, 2006
Stylized Scorpion Logo	United States	78/624,938		May 6, 2005	
LOT29	United States	78/629,871		May 13, 2005	
SOUTHPOLE	United States	78/803,556		January 31, 2006	
L29 (Stylized)	United States	78/934,297		July 20, 2006	
SOUL DIVA	United States	78/952,527		August 15, 2006	
SP (Interlocking letters)	United States	77/065,334		December 15, 2006	
SP (Script letters)	United States	77/067,496		December 19, 2006	
Multiple Hexagon Logo	United States	77/067,568		December 19, 2006	
SOUTHPOLE	United States	77/113,171		February 22, 2007	
WCKD BRANDS	United States	77/123,404		March 6, 2007	
WCKD	United States	77/123,412		March 6, 2007	
G RUSH	United States	77/167,415		April 27, 2007	
WE KID	United States	77/167,437		April 27, 2007	
AWESOME SCHOOL MAKEOVER	United States	77/167,449		April 27, 2007	
SP ACTIVE	United States	77/167,463		April 27, 2007	

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RECORDED: 06/06/2007

**TRADEMARK
REEL: 003555 FRAME: 0919**