

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
I. SPIEWAK & SONS, INC.		05/25/2007	CORPORATION: NEW YORK

RECEIVING PARTY DATA	
Name:	FCC, LLC
Doing Business As:	DBA First Capital
Street Address:	125 Town Park Drive, Suite 190
City:	Kennesaw
State/Country:	GEORGIA
Postal Code:	30144
Entity Type:	LIMITED LIABILITY COMPANY: FLORIDA

PROPERTY NUMBERS Total: 17

Property Type	Number	Word Mark
Registration Number:	1542665	FLIGHT DECK U.S.A.
Registration Number:	1826401	GOLDEN FLEECE
Registration Number:	1349492	
Registration Number:	2161149	SPIEWAK
Registration Number:	2183274	SPIEWAK
Registration Number:	2338331	TEKORA
Registration Number:	1226016	TITAN CLOTH
Registration Number:	2338332	TRITEL
Registration Number:	2601882	VIZGUARD
Registration Number:	3117949	VIZGUARD
Registration Number:	3006563	VIZMAX
Registration Number:	1963461	WEATHERTECH
Registration Number:	1569816	YUKON CLOTH

OP \$440.00 1542665

Serial Number:	78724694	EXPAND-ON-DEMAND
Serial Number:	78718780	HIDDEN & SECURE
Serial Number:	78729212	SHIRT RETENTION SYSTEM
Serial Number:	78719653	SPDU

CORRESPONDENCE DATA

Fax Number: (212)527-7701

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 212.527.7700

Email: tmdocket@darbylaw.com

Correspondent Name: Paul Fields/Darby & Darby P.C.

Address Line 1: P.O. Box 770

Address Line 2: Church Street Station

Address Line 4: New York, NEW YORK 10008-0770

ATTORNEY DOCKET NUMBER:	20790/8202774-000
NAME OF SUBMITTER:	Karin Segall
Signature:	/Karin Segall/
Date:	06/06/2007

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this "Agreement"), dated as of May 25, 2007, is made by and among I. SPIEWAK & SONS, INC., a New York corporation (the "Client"), and FCC, LLC, a Florida limited liability company, d/b/a First Capital ("FCC").

Recitals

Client and FCC are parties to a Factoring and Inventory Advances and Security Agreement of even date herewith (as the same may hereafter be amended, supplemented or restated from time to time, the "Agreement") setting forth the terms on which FCC may now or hereafter extend credit to or for the account of Client.

As a condition to extending credit to or for the account of Client, FCC has required the execution and delivery of this Agreement by Client.

ACCORDINGLY, in consideration of the mutual covenants contained in the Agreement and herein, the parties hereby agree as follows:

1. Definitions. All terms defined in the Recitals hereto or in the Agreement that are not otherwise defined herein shall have the meanings given to them therein. In addition, the following terms have the meanings set forth below:

"Obligations" means each and every debt, liability and obligation of every type and description arising under or in connection with any Document (as defined in the Agreement) which the Client may now or at any time hereafter owe to FCC, whether such debt, liability or obligation now exists or is hereafter created or incurred and whether it is or may be direct or indirect, due or to become due, absolute or contingent, primary or secondary, liquidated or unliquidated, independent, joint, several or joint and several, and including specifically, but not limited to, the Obligations (as defined in the Agreement).

"Security Interest" has the meaning given in Section 2.

"Trademarks" means all of each Client's right, title and interest in and to: (i) trademarks, service marks, collective membership marks, registrations and applications for registration for each, and the respective goodwill associated with each, (ii) licenses, fees or royalties with respect to each, (iii) the right to sue for past, present and future infringement, dilution and damages therefor, (iv) and licenses thereunder, all as presently existing or hereafter arising or acquired, including, without limitation, the marks listed on **Exhibit A**.

2. Security Interest. Client hereby irrevocably pledges and assigns to, and grants FCC a security interest (the "Security Interest") with power of sale to the extent permitted by law, in the Trademarks to secure payment of the Obligations. As set forth in the Agreement, the Security Interest is coupled with a security interest in substantially all of the personal property of the Client. This Agreement grants only the Security Interest herein described, is not intended

to and does not affect any present transfer of title of any trademark registration or application and makes no assignment and grants no right to assign or perform any other action with respect to any intent to use trademark application, unless such action is permitted under 15 U.S.C. § 1060.

3. Representations, Warranties and Agreements. Client represents, warrants and agrees as follows:

(a) **Trademarks. Exhibit A** accurately lists Trademarks owned or controlled by the Client as of the date hereof and accurately reflects the existence and status of Trademarks and applications and registrations pertaining thereto as of the date hereof; provided, however, that **Exhibit A** need not list common law marks (i.e., Trademarks for which there are no applications or registrations) which are not material to the Client's business. If after the date hereof, the Client owns or controls any Trademarks not listed on **Exhibit A** (other than common law marks which are not material to Client's business), or if **Exhibit A** ceases to accurately reflect the existence and status of applications and registrations pertaining to the Trademarks, then Client shall promptly provide written notice to FCC with a replacement **Exhibit A**, which upon acceptance by FCC shall become part of this Agreement.

(b) **Affiliates.** As of the date hereof, no Affiliate of the Client owns, controls, or has a right to have assigned to it any items that would, if such item were owned by the Client, constitute Trademarks. If after the date hereof any Affiliate of the Client owns, controls, or has a right to have assigned to it any such items, then Client shall promptly either: (i) cause such Affiliate to assign all of its rights in such item(s) to the Client; or (ii) notify FCC of such item(s) and cause such Affiliate to execute and deliver to FCC a trademark security agreement substantially in the form of this Agreement.

(c) **Title.** Client identified as the owner of each Trademark on **Exhibit A** has absolute title to each Trademark listed thereon, free and clear of all Liens except Permitted Liens. The Client (i) will have, at the time such Client acquires any rights in Trademarks hereafter arising, absolute title to each such Trademark free and clear of all Liens except Permitted Liens, and (ii) will keep all Trademarks free and clear of all Liens except Permitted Liens.

(d) **No Sale.** Client will not assign, transfer, encumber or otherwise dispose of the Trademarks, or any interest therein, without FCC's prior written consent.

(e) **Defense.** Client will, at its own expense and using commercially reasonable efforts, to the extent reasonably advisable in its business, protect and defend the Trademarks against all claims or demands of all Persons other than those holding Permitted Liens.

(f) **Maintenance.** Client will at its own expense maintain the Trademarks to the extent reasonably advisable in its business including, but not limited to, filing applications to obtain trademark registrations and affidavits, maintenance fees, annuities, and renewals possible with respect to trademark registrations and applications therefor.

Client covenants that it will not abandon nor fail to pay any maintenance fee or annuity due and payable on any Trademark, nor fail to file any required affidavit or renewal in support thereof, on any Trademark it would otherwise have deemed as advisable to maintain in the normal course of its business, without first providing FCC: (i) sufficient written notice, of at least 30 days, to allow FCC to timely pay any such maintenance fees or annuities which may become due on any Trademarks, or to file any affidavit or renewal with respect thereto, and (ii) a separate written power of attorney or other authorization to pay such maintenance fees or annuities, or to file such affidavit or renewal, should such be necessary or desirable.

(g) **FCC's Right to Take Action.** If Client fails to perform or observe any of their covenants or agreements set forth in this Section 3, and if such failure continues for a period of ten (10) calendar days after FCC gives Client written notice thereof (or, in the case of the agreements contained in subsection (f), immediately upon the occurrence of such failure, without notice or lapse of time), or if Client notifies FCC that it intends to abandon a Trademark that it would otherwise have deemed as advisable to maintain in the normal course of its business, FCC may (but need not) perform or observe such covenant or agreement or take steps to prevent such intended abandonment on behalf and in the name, place and stead of the Client (or, at FCC's option, in FCC's own name) and may (but need not) take any and all other actions which FCC may reasonably deem necessary to cure or correct such failure or prevent such intended abandonment.

(h) **Costs and Expenses.** Except to the extent that the effect of such payment would be to render any loan or forbearance of money usurious or otherwise illegal under any applicable law, Client shall pay FCC on demand the amount of all moneys expended and all costs and expenses (including reasonable attorneys' fees and disbursements) incurred by FCC in connection with or as a result of FCC's taking action under subsection (i) or exercising its rights under Section 6, together with interest thereon from the date expended or incurred by FCC at the default rate of interest provided for in the Agreement.

(i) **Power of Attorney.** To facilitate FCC's taking action under subsection (i) and exercising its rights under Section 6, Client hereby irrevocably appoints (which appointment is coupled with an interest) FCC, or its delegate, as the attorney-in-fact of the Client with the right (but not the duty) from time to time to create, prepare, complete, execute, deliver, endorse or file, in the name and on behalf of the Client, any and all instruments, documents, applications, financing statements, and other agreements and writings required to be obtained, executed, delivered or endorsed by the Client under this Section 3, or, necessary for FCC, after a Default, to enforce or use the Trademarks or to grant or issue any exclusive or non-exclusive license under the Trademarks to any third party, or to sell, assign, transfer, pledge, encumber or otherwise transfer title in or dispose of the Trademarks to any third party. Client hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. The power of attorney granted herein shall terminate upon the termination of the Agreement as provided therein and the payment and performance of all Obligations.

4. Client's Use of the Trademarks. Client shall be permitted to control and manage the Trademarks, including the right to license to new parties and/or exclude others from making, using or selling items covered by the Trademarks and any licenses thereunder, in the same manner and with the same effect as if this Agreement had not been entered into, so long as no Default exists.

5. Defaults. Each of the following occurrences shall constitute an event of default under this Agreement (herein called a "Default"): (a) a Default, as defined in the Agreement, shall occur; or (b) the Client shall fail promptly to observe or perform any covenant or agreement herein binding on it; or (c) any of the representations or warranties contained in Section 3 shall prove to have been incorrect in any material respect when made.

6. Remedies. While a Default exists, FCC may, at its option, take any or all of the following actions:

(a) FCC may exercise any or all remedies available under the Agreement.

(b) FCC may sell, assign, transfer, pledge, encumber or otherwise dispose of the Trademarks.

(c) FCC may enforce the Trademarks and any licenses thereunder, and if FCC shall commence any suit for such enforcement, Client shall, at the request of FCC, do any and all lawful acts and execute any and all proper documents required by FCC in aid of such enforcement.

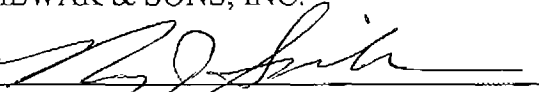
7. Miscellaneous. This Agreement can be waived, modified, amended, terminated or discharged, and the Security Interest can be released, only explicitly in a writing signed by FCC. A waiver signed by FCC shall be effective only in the specific instance and for the specific purpose given. Mere delay or failure to act shall not preclude the exercise or enforcement of any of FCC's rights or remedies. All rights and remedies of FCC shall be cumulative and may be exercised singularly or concurrently, at FCC's option, and the exercise or enforcement of any one such right or remedy shall neither be a condition to nor bar the exercise or enforcement of any other. All notices to be given to the Client under this Agreement shall be given in the manner and with the effect provided in the Agreement. FCC shall not be obligated to preserve any rights the Client may have against prior parties, to realize on the Trademarks at all or in any particular manner or order, or to apply any cash proceeds of Trademarks in any particular order of application. This Agreement shall be binding upon and inure to the benefit of Client and FCC and their respective participants, successors and assigns and shall take effect when signed by Client and delivered to FCC, and the Client waives notice of FCC's acceptance hereof. FCC may execute this Agreement if appropriate for the purpose of filing, but the failure of FCC to execute this Agreement shall not affect or impair the validity or effectiveness of this Agreement. A carbon, photographic or other reproduction of this Agreement or of any financing statement authorized by the Client shall have the same force and effect as the original for all purposes of a financing statement. This Agreement shall be governed by the internal law of New York without regard to conflicts of law provisions. If any provision or application of this Agreement is held unlawful or unenforceable in any respect, such illegality or unenforceability

shall not affect other provisions or applications which can be given effect and this Agreement shall be construed as if the unlawful or unenforceable provision or application had never been contained herein or prescribed hereby. All representations and warranties contained in this Agreement shall survive the execution, delivery and performance of this Agreement and the creation and payment of the Obligations.

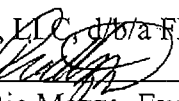
THE PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED ON OR PERTAINING TO THIS AGREEMENT.

IN WITNESS WHEREOF, the parties have executed this Trademark Security Agreement as of the date first written above.

I. SPIEWAK & SONS, INC.

By: 
Roy J. Spiewak, President

FCC, LLC, d/b/a FIRST CAPITAL

By: 
Ric Mazza, Executive Vice President

STATE OF New York)
)
COUNTY OF New York)

The foregoing instrument was acknowledged before me this 25th day of May, 2007, by Roy J. Spiewak, the President of I. Spiewak & Sons, Inc., on behalf of such corporation.


Notary Public

STATE OF _____)
)
COUNTY OF _____)

RONI L. LEVIN
Notary Public, State of New York
No. 24-4364242
Qualified in Kings County
Commission Expires June 30, 2010

The foregoing instrument was acknowledged before me this ___ day of _____, 2007, by Ric Mazza, Executive Vice President of FCC, LLC, a Florida limited liability company, d/b/a First Capital, on behalf of such limited liability company.

Notary Public

EXHIBIT A

UNITED STATES ISSUED TRADEMARKS, SERVICE MARKS

AND COLLECTIVE MEMBERSHIP MARKS

REGISTRATIONS

<u>Mark</u>	<u>Registration Number</u>	<u>Registration Date</u>
Flight Deck U.S.A.	1542665	June 6, 1989
Golden Fleece & Winged Ram Design I	1826401	March 15, 2004
Ram (Winged) Design	1349492	July 16, 2005
Spiewak	2161149	July 14, 1998
Spiewak	2183274	August 25, 1998
Tekora	2338331	April 4, 2000
Titan Cloth	1226016	February 1, 2003
Tritel	2338332	April 4, 2000
Vizguard	2601882	July 30, 2002
Vizguard (Special Form)	3117949	July 18, 2006
Vizmax (Special Form)	3006563	October 11, 2005
Weathertech	1963461	March 19, 2006
Yukon Cloth	1569816	December 5, 1999

APPLICATIONS

<u>Mark</u>	<u>Application Number</u>	<u>Application Date</u>
Expand-On-Demand	78/724694	October 1, 2005
Hidden & Secure	78/718780	September 22, 2005
Shirt Retention System	78/729212	October 7, 2005
SPDU	78/719653	September 23, 2005