

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
Top Flight, Inc.		06/27/2007	CORPORATION: TENNESSEE

RECEIVING PARTY DATA

Name:	Webster Business Credit Corporation
Street Address:	One State Street
City:	New York
State/Country:	NEW YORK
Postal Code:	10004
Entity Type:	CORPORATION: NEW YORK

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	2801233	SILVERPOINT
Registration Number:	2858565	GO GIRLS ONLY
Registration Number:	2744043	LXE
Registration Number:	2738370	STUDENT ISSUE
Registration Number:	2629139	WIRED
Registration Number:	2629138	GOTTA BE WIRED
Registration Number:	2412793	HIP POCKETS
Registration Number:	2744042	SERENDIPITY

CORRESPONDENCE DATA

Fax Number: (404)572-5128
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 404-572-4786
 Email: epolak@kslaw.com
 Correspondent Name: King & Spalding LLP
 Address Line 1: 1180 Peachtree Street.

CH \$215.00 2801233

Address Line 2: ATTN: Gerald T. Woods, Esq.
Address Line 4: Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER:	06726.009155
NAME OF SUBMITTER:	Gerald T. Woods
Signature:	/Gerald T. Woods/
Date:	06/28/2007

Total Attachments: 4
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of June 27, 2007, is made by the undersigned, TOP FLIGHT, INC. (the "Company") to and in favor of WEBSTER BUSINESS CREDIT CORPORATION, a New York corporation ("WBCC"), pursuant to that certain Credit and Security Agreement, dated as of even date herewith, among the Company, as a Borrower thereunder, any other Borrower party thereto, any Lenders party thereto, and WBCC, as the Agent and a Lender (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"; capitalized terms used herein and not defined shall have the meanings ascribed to them in the Credit Agreement).

WITNESSETH:

RECITALS.

A. The Company owns and uses certain Trademarks (as hereinafter defined) which are registered in, or applications for registration of which have been filed in, the United States Patent and Trademark Office, all as more fully described on Schedule I attached hereto and by reference made part hereof; and

B. The Agent and Lenders propose to make certain loans to the Company pursuant to the Credit Agreement; and

C. Pursuant to the Credit Agreement, the Company has assigned, conveyed, mortgaged, pledged, hypothecated and transferred to the Agent, for the benefit of the Lenders, all of its right, title and interest in and to, and granted to the Agent, for the benefit of the Lenders, a security interest in, the property described therein, including, without limitation, all of the Company's Trademarks (as hereinafter defined), whether presently existing or hereafter acquired or arising, or in which the Company now has or hereafter acquires rights and wherever located, and all products and proceeds any of the foregoing, as security for all of the Obligations; and

D. As a condition precedent to the extension of such financial accommodations pursuant to the Credit Agreement and in furtherance of the Credit Agreement, including, without limitation, for purposes of perfecting the security interests granted therein, the Agent and Lenders have required that the Company grant to the Agent a security interest in and a collateral assignment of the Property (as hereinafter defined);

NOW, THEREFORE, in consideration of the premises and of the mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. For purposes of this Agreement and in addition to terms defined elsewhere in this Agreement, the following terms shall have the meanings herein specified (such meaning to be equally applicable to both the singular and plural forms of the terms defined):

"Trademarks" means all of the following: (i) all trademarks and service marks, all registrations and recordings thereof, and all applications for trademarks and service

marks, including, without limitation registrations, recordings and applications in the applicable office or agency of the United States of America, referred to in Schedule I attached hereto, and (ii) all reissues, continuations, continuations-in-part or extensions thereof.

2. As security for the payment and performance of all of the Obligations, the Company hereby grants and conveys a security interest to the Agent in all of the Company's right, title and interest in, to and under the following (collectively, the "Property"): (a) each Trademark now or hereafter owned by the Company or in which the Company now has or hereafter acquires rights and wherever located, including, without limitation, each Trademark referred to in Schedule I hereto and any renewals of registrations thereof; and (b) all products and proceeds of the foregoing, including, without limitation, any claim by the Company against third parties for past, present or future infringement of any Trademark, including, without limitation, any Trademark referred to in Schedule I hereto.

3. The Company does hereby further acknowledge and affirm that the representations, warranties and covenants of the Company with respect to the Property and the rights and remedies of the Agent with respect to the security interest in the Property made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. This Agreement shall terminate upon termination of the Credit Agreement. At any time and from time to time prior to such termination, the Agent may terminate its security interest in any rights with respect to any or all of the Property. Upon termination of this Agreement and following a request from the Company, the Agent shall, at the expense of the Company, execute and deliver to the Company all releases, assignments and other instruments as may be necessary or proper in reasonable judgment of the Company in order to evidence such termination, subject to any disposition of the Property which may have been made by the Agent pursuant hereto or pursuant to the Credit Agreement.

5. If at any time before the termination of this Agreement, the Company shall obtain or acquire rights to any new Trademark (including any Trademark application), the provisions of Section 2 shall automatically apply thereto and the Company shall comply with the terms of the Security Agreement with respect to such new Trademark. The Company authorizes the Agent to modify this Agreement by amending Schedule 1 to include any future Trademarks (and Trademark applications) covered by Section 2 or by this Section 5.

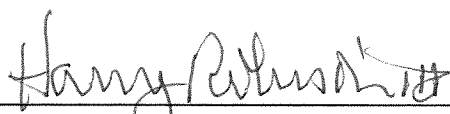
6. The Company further agrees that (a) Agent shall not have any obligation or responsibility to protect or defend the Property and the Company shall, at its own expense protect, defend and maintain the same in accordance with the terms and conditions set forth in the Credit Agreement, (b) the Company shall forthwith advise the Agent promptly in writing upon detection of infringements of any of the Property being used in the Company's business and (c) if the Company fails to comply with the requirements of the preceding clause (a), the Agent may do so in the Company's name or in its own name, but in any case at the Company's expense, and the Company hereby agrees to reimburse the Agent for all expenses, including attorneys' fees, incurred by the Agent in protecting, defending and maintaining the Property.

7. This Agreement shall be construed in accordance with and governed by the laws of the State of New York, except to the extent that perfection (and the effect of perfection and nonperfection) and certain remedies may be governed by the laws of any jurisdiction other than the State of New York.

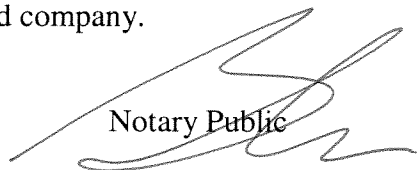
IN WITNESS WHEREOF, the Company has caused this Agreement to be duly executed by its duly authorized officers as of the date first above written.

“COMPANY”

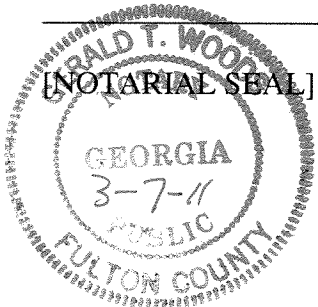
TOP FLIGHT, INC.

By: 
Name: Harry Robinson III
Title: Vice President

On June 27, 2007, before me personally came Wejun Robinson, to me personally known and known to me to be the person described in and who executed the foregoing instrument as the Vice President of TOP FLIGHT, INC., who being by me duly sworn, did depose and say that he is the Vice President of said company and which executed the foregoing instrument; that the said instrument was signed on behalf of said company by order of its board of directors (or other governing body); that he signed his name thereto by like order; and that he acknowledged said instrument to be the free act and deed of said company.


Notary Public

My Commission Expires:



SCHEDULE I

REGISTERED U.S. TRADEMARKS

DESCRIPTION REGISTRATION NO. REGISTRATION DATE

MARK	REGISTRATION NUMBER	REGISTRATION DATE
SILVERPOINT	2801233	12/30/2003
Go Girls Only (Plus Design)	2858565	06/29/2004
LXE (Plus Design)	2744043	07/29/2003
Student Issue (Stylized)	2738370	07/15/2003
Wired (Plus Design)	2629139	10/01/2002
Gotta Be Wired (Plus Design)	2629138	10/01/2002
Hip Pockets (Plus Design)	2412793	12/12/2000
Serendipity (Plus Design)	2744042	07/29/2003