

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
Name	Formerly	Execution Date	Entity Type
Building #19, Inc.		01/06/2004	CORPORATION: MASSACHUSETTS
<b>RECEIVING PARTY DATA</b>			
Name:	Mr. William Elovitz		
Street Address:	319 Lincoln St.		
City:	Hingham		
State/Country:	MASSACHUSETTS		
Postal Code:	02043		
Entity Type:	INDIVIDUAL: UNITED STATES		
<b>PROPERTY NUMBERS Total: 1</b>			
Property Type	Number	Word Mark	
Registration Number:	2964773	BUILDING #19	
<b>CORRESPONDENCE DATA</b>			
Fax Number:	(617)969-1965		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	617-244-8810		
Email:	NGreenberg@NGreenberglaw.com		
Correspondent Name:	Norman Greenberg, Esq.		
Address Line 1:	233 Needham St.		
Address Line 2:	Suite 500		
Address Line 4:	Newton, MASSACHUSETTS 02464		
NAME OF SUBMITTER:	Norman Greenberg, Esq.		
Signature:	/ Norman Greenberg/		
Date:	08/27/2007		

OP \$40.00 2964773

Total Attachments: 2  
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## SECURITY AGREEMENT

**Building #19, Inc.**, a Massachusetts corporation having a principal place of business at 319 Lincoln St., Hingham, MA. 02043 ("Debtor") for valuable consideration, receipt whereof is hereby acknowledged, hereby grants to **William Elovitz**, an individual having an office at 319 Lincoln St., Hingham, MA. 02043 ("Secured Party") a security interest in, and mortgage to Secured Party, the following property and any and all additions and accessions thereto ("Collateral"), as security for the payment of all obligations (as hereinafter defined):

All of the Debtor's corporate names, trade names, trademarks, service marks, trademark registrations and pending registrations and goodwill associated with the foregoing, and in each case, now or hereafter existing.

The term "Obligations" shall mean and include all loans, advances, debts, liabilities, obligations, covenants and duties owed by Debtor to Secured Party of every kind and description, direct or indirect, absolute or contingent, due or to become due, now existing or hereafter arising, including without limitation, all indebtedness evidenced by promissory notes.

The Obligations now existing are approximately \$2,000,000.00.

Debtor hereby warrants and covenants that:

1. The Collateral is used primarily for business use, and Debtor's place of business is as shown at the beginning of this Agreement;
2. Except for the security interest granted hereby, and except for such security interests as are identified below Debtor's signature on this Agreement, Debtor is the owner of the Collateral free from any adverse lien, security interest or encumbrance; and Debtor will defend the Collateral against all claims and demands of all persons at any time claiming the same or any interest therein;
3. Debtor shall execute one (1) or more Financing Statements pursuant to the Uniform Commercial Code in form satisfactory to Secured Party and will pay the cost of filing the same or filing or recording this Agreement in all public offices whenever filing or recording is deemed by Secured Party to be necessary or desirable.

4. Debtor will not sell or offer to sell or otherwise transfer the Collateral or any interest therein without the written consent of Secured Party.

5. Until default, Debtor may have possession of the Collateral and use it in any lawful matter not inconsistent with this Agreement..

6. Debtor shall be in default under this Agreement upon the happening of any of the following events or conditions:

a. Default (after stated grace periods) in payment or performance of any Obligations or any covenant, duty or liability contained or referred to therein;

b. Dissolution, termination of existence, insolvency, business failure, appointment of a receiver of any part or the property, assignment for the benefit of creditors by, or the commencement of any proceedings under any bankruptcy or insolvency laws by or against Debtor.

Upon such default and at any time after ten (10) days written notice to Debtor, Secured Party may declare all Obligations immediately due and payable and shall have the remedies of a secured party under the Massachusetts Uniform Commercial Code. Secured Party may require Debtor to assemble Collateral and make it available to Secured Party at a place to be designated by Secured Party which is reasonably convenient to both parties. Unless the Collateral is perishable or threatens to decline speedily in value or is of a type customarily sold on a recognized market, Secured Party will give Debtor reasonable notice of the time and place of any public sale or any other intended disposition thereof. The requirements of reasonable notice shall be met if such notice is mailed, postage prepaid, to the address of Debtor shown at the beginning of this Agreement at least ten(10) days before the time of the sale or disposition. Expenses of retaking, holding, preparing for sale, selling or the like shall include Secured Party's reasonable attorneys' fees and legal expenses.

7. No waiver by Secured Party of any default shall operate as a waiver of any other default or of the same default on a future occasion. All rights of Secured Party hereunder shall inure to the benefit of its successors and assigns; and all obligations of Debtor shall bind his heirs, executors or administrators or his or its successors or assigns. If there be more than one Debtor, their Obligations hereunder shall be joint and several. This Agreement shall become effective when it is signed by Debtor. It is understood that all rights and remedies of Secured Party are cumulative.

EXECUTED under seal and delivered on the 6th day of January, 2004.

SECURED PARTY:

\_\_\_\_\_  
William Elovitz

Bld19\BillsSecInt\SecAgmt

DEBTOR:

Building #19, Inc.

By:\_\_\_\_\_