

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
Citizens of Humanity, LLC		08/29/2007	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	CapitalSource Finance LLC		
Street Address:	4445 Willard Avenue		
Internal Address:	12th Floor		
City:	Chevy Chase		
State/Country:	MARYLAND		
Postal Code:	20815		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	78927211	A GOLD E	
Serial Number:	78529381	GOLDSIGN	
CORRESPONDENCE DATA			
Fax Number:	(214)758-1550		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	214-758-3552		
Email:	dcollins@pattonboggs.com		
Correspondent Name:	Darren W. Collins		
Address Line 1:	2001 Ross Avenue		
Address Line 2:	Suite 3000		
Address Line 4:	Dallas, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	013043.0384		
NAME OF SUBMITTER:	Darren W. Collins		

OP \$65.00 78927211

Signature:	/Darren W. Collins/
Date:	10/12/2007
Total Attachments: 9 source=Citizens of Humanity First Amendment to IP Security Agreement#page1.tif source=Citizens of Humanity First Amendment to IP Security Agreement#page2.tif source=Citizens of Humanity First Amendment to IP Security Agreement#page3.tif source=Citizens of Humanity First Amendment to IP Security Agreement#page4.tif source=Citizens of Humanity First Amendment to IP Security Agreement#page5.tif source=Citizens of Humanity First Amendment to IP Security Agreement#page6.tif source=Citizens of Humanity First Amendment to IP Security Agreement#page7.tif source=Citizens of Humanity First Amendment to IP Security Agreement#page8.tif source=Citizens of Humanity First Amendment to IP Security Agreement#page9.tif	

FIRST AMENDMENT TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

This First Amendment to Intellectual Property Security Agreement (this "Amendment") is made and effective as of August 29, 2007, by CITIZENS OF HUMANITY, LLC, a Delaware limited liability company (and including any of its respective successors or permitted assignees, individually and collectively, the "Grantor"), in favor of CAPITALSOURCE FINANCE LLC, a Delaware limited liability company, as agent for the Lenders (as defined in the Loan Agreement (as defined below)) (in such capacity, the "Agent"). Capitalized terms used in this Amendment and not otherwise defined shall have the respective meanings ascribed to such terms in the Loan Agreement.

RECITALS

WHEREAS, pursuant to that certain Credit Agreement, dated as of January 31, 2006, by and among Grantor, Citizens of Humanity Holdings Company, LLC, a Delaware limited liability company, Agent and the Lenders party thereto, as amended by that certain First Amendment to Credit Agreement, dated as of March 1, 2006, that certain Second Amendment to Credit Agreement, dated as of April 30, 2007, and that certain Third Amendment to Credit Agreement, dated as of the date hereof (as the same may be further amended, supplemented or otherwise modified from time to time, the "Loan Agreement"), the Lenders party thereto agreed, subject to the terms and conditions set forth therein, to lend to the Grantor certain amounts pursuant to a revolving credit facility and a term loan (collectively, the "Loans");

WHEREAS, Grantor and Agent entered into that certain Intellectual Property Security Agreement dated as of January 31, 2006 (the "IP Security Agreement") whereby Grantor granted Agent, for its own benefit and the benefit of Lenders, a security interest in the intellectual property of the Grantor;

WHEREAS, Grantor has acquired certain assets from Sign, LLC and Laundry Atelier, LLC, and thus Grantor has acquired additional intellectual property;

WHEREAS, Agent, for its own benefit and the benefit of Lenders, requires that Grantor execute this Amendment as a condition precedent to entering the Loan Agreement;

NOW, THEREFORE, in consideration of the willingness of the Agent and the Lenders to enter into the Loan Agreement and to agree, subject to the terms and conditions set forth therein, to make the Loans to the Grantor pursuant thereto, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

1. Copyright Schedule. Schedule A to the IP Security Agreement shall be and hereby is amended to add thereto the additional Copyright Collateral owned by Grantor set forth on Schedule A to this Amendment.

2. Patent Schedule. Schedule B to the IP Security Agreement shall be and hereby is amended to add thereto the additional Patent Collateral owned by Grantor set forth on Schedule B to this Amendment.

3. Trademark Schedule. Schedule C to the IP Security Agreement shall be and hereby is amended to add thereto the additional Trademark Collateral owned by Grantor set forth on Schedule C to this Amendment.

4. Miscellaneous.

(a) This Amendment has been entered into in conjunction with the provisions of and the security interest granted to the Agent, for the ratable benefit of the Lenders, under the Loan Agreement. The rights and remedies of the Grantor and the Agent with respect to the security interests granted herein are in addition and without prejudice to those set forth in the Loan Agreement, all terms and provisions of which are hereby incorporated herein by reference. In the event that any provisions of this Amendment are deemed to conflict with the Loan Agreement or the other Loan Documents, the provisions of the Loan Agreement or the other Loan Documents shall govern.

(b) This Amendment may be executed in any number of counterparts with the same effect as if all the signatures on such counterparts appeared on one document. Each such counterpart will be deemed to be an original, but all counterparts together will constitute one and the same instrument.

[Remainder of Page Intentionally Blank; Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Intellectual Property Security Agreement as of the date first written above.

GRANTOR:

CITIZENS OF HUMANITY, LLC

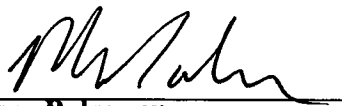
By: 

Name: Jesse Dahan

Title: President

AGENT:

CAPITALSOURCE FINANCE LLC

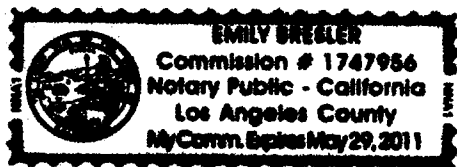
By: 
Name: Peggy Balsawer
Title: Associate General Counsel
Corporate Finance

ACKNOWLEDGMENT

STATE OF CALIFORNIA :
: SS
COUNTY OF LOS ANGELES :

Before me, the undersigned, a Notary Public, on this 6th day of September, 2007, personally appeared Jerome Dahan, to me known personally, who, being by me duly sworn, did say that he/she is the Chief Executive Officer of Citizens of Humanity, LLC, as Grantor, and that said First Amendment to Intellectual Property Security Agreement was signed on behalf of said Grantor, by authority of its board of directors, and the said Chief Executive Officer acknowledged said instrument to be his free act and deed.

Emily Bresler
Notary Public
My Commission Expires: 5/29/2011



ACKNOWLEDGMENT

STATE OF Maryland :

: SS

COUNTY OF Montgomery :

Before me, the undersigned, a Notary Public, on this ²⁶29th day of ~~August~~^{September}, 2007, personally appeared Peggy Balsawer to me known personally, who, being by me duly sworn, did say that ~~she~~^{he} is the ~~Assoc. General Counsel~~ of CapitalSource Finance LLC, as Agent, and that said First Amendment to Intellectual Property Security Agreement was signed on behalf of said Agent, and the said Assoc. General Counsel acknowledged said instrument to be ~~his~~^{her} free act and deed.

Tom Todd

Notary Public

My Commission Expires: 3/30/09

SCHEDULE A

COPYRIGHT COLLATERAL

A. Copyright Registrations

<u>Mark</u>	<u>Reg. no.</u>	<u>Date Issued</u>
W1001, M1001	VAu-644-436	April 8, 2005

SCHEDULE B
PATENT COLLATERAL

None

SCHEDULE C**TRADEMARK COLLATERAL****Trademark Registrations:**

Trademark	Jurisdiction	Registration Number	Registration Date	International Classes
Goldsign	Australia	1047955	03/24/2005	25
Goldsign	European Union	004310181	06/14/2006	25, 09, 18
Goldsign	Hong Kong	300392094	03/24/2005	25
Goldsign	Japan	4909336	11/18/2005	25
Goldsign	Mexico	914597	12/20/2005	25
Goldsign	South Korea	656384	03/27/2006	25
Goldsign	Turkey	2005/010773	03/28/2005	25

Trademark Applications:

Trademark	Jurisdiction	Application Number	Application Date	International Classes
A Gold E	United States	78/927,211	07/11/2006	25
Goldsign	Canada	1,249,611	03/07/2005	25
Goldsign	China	4661453	05/17/2005	25
Goldsign	India	1459257	06/13/2006	3, 9, 14, 18, 25
Goldsign	United States	78/529,381	12/08/2004	3, 9, 14, 18, 25