

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
ROCK & REPUBLIC ENTERPRISES, INC.		11/14/2007	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	RKF, LLC
Street Address:	5500 Soto Street
City:	Vernon
State/Country:	CALIFORNIA
Postal Code:	90058
Entity Type:	LIMITED LIABILITY COMPANY: CALIFORNIA

PROPERTY NUMBERS Total: 36

Property Type	Number	Word Mark
Registration Number:	3317538	RR
Registration Number:	2700209	ROCK & REPUBLIC
Serial Number:	78969654	RR
Serial Number:	78960319	RR
Serial Number:	78960306	RR
Serial Number:	78960303	RR
Serial Number:	78960297	RR
Serial Number:	78960294	RR
Serial Number:	78960290	RR
Serial Number:	78960232	RR
Serial Number:	78960231	R&R
Serial Number:	78960230	ROCK & REPUBLIC
Serial Number:	78960229	RR
Serial Number:	78960227	R&R

CH \$915.00 3317538

Serial Number:	78960226	ROCK & REPUBLIC
Serial Number:	78960222	RR
Serial Number:	78960219	R&R
Serial Number:	78960218	ROCK & REPUBLIC
Serial Number:	78920391	R & R
Serial Number:	78909618	TAILOR MADE ROCK & REPUBLIC
Serial Number:	78909617	TAILOR MADE ROCK & REPUBLIC
Serial Number:	78882412	R&R
Serial Number:	78882387	R&R
Serial Number:	78882380	R&R
Serial Number:	78881946	R&R
Serial Number:	78881937	R&R
Serial Number:	78880931	ROCK & REPUBLIC
Serial Number:	78880896	ROCK & REPUBLIC
Serial Number:	78880701	ROCK & REPUBLIC
Serial Number:	78880647	ROCK & REPUBLIC
Serial Number:	78880039	ROCK & REPUBLIC
Serial Number:	78789835	MAYHEM BY ROCK & REPUBLIC
Serial Number:	78762026	TAILOR MADE ROCK & REPUBLIC
Serial Number:	77100704	ROCK & REPUBLIC
Serial Number:	77033591	ROCK & REPUBLIC
Serial Number:	77258658	ROCKANDREPUBLIC

CORRESPONDENCE DATA

Fax Number: (213)630-5728
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 213-891-5011
Email: jhawke@buchalter.com
Correspondent Name: Jody Hawke
Address Line 1: 1000 Wilshire Boulevard, Suite 1500
Address Line 4: Los Angeles, CALIFORNIA 90017-2457

ATTORNEY DOCKET NUMBER:	U5087-0001
NAME OF SUBMITTER:	Jody Hawke
Signature:	/Jody Hawke/
Date:	11/15/2007

Total Attachments: 14

source=rkf-rock&repub#page1.tif
source=rkf-rock&repub#page2.tif
source=rkf-rock&repub#page3.tif
source=rkf-rock&repub#page4.tif
source=rkf-rock&repub#page5.tif
source=rkf-rock&repub#page6.tif
source=rkf-rock&repub#page7.tif
source=rkf-rock&repub#page8.tif
source=rkf-rock&repub#page9.tif
source=rkf-rock&repub#page10.tif
source=rkf-rock&repub#page11.tif
source=rkf-rock&repub#page12.tif
source=rkf-rock&repub#page13.tif
source=rkf-rock&repub#page14.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (“Agreement”) is entered into as of November 14, 2007, by and among RKF, LLC, a California limited liability company with offices located at 5500 Soto Street, Vernon, California 90058 (“Lender”) for the Lenders, and ROCK & REPUBLIC ENTERPRISES, INC., a California corporation (“Borrower”), with a principal place of business at 3525 Eastham Drive, Culver City, California 90232 with reference to the following facts:

A. Borrower is the owner of certain intellectual property, identified below on Schedule A attached hereto (or any addendum thereto), in which Borrower is granting a security interest to Lender;

B. Lender and Borrower are entering into that certain Loan Agreement, dated as of even date herewith (the “Loan Agreement”) and other instruments, documents and agreements contemplated thereby or related thereto (collectively, together with the Loan Agreement, the “Loan Documents”); and

C. To induce Lender to make the financial accommodations provided to Borrower pursuant to the Loan Agreement, Borrower desires to pledge, grant, transfer, and assign to Lender a security interest in the Collateral (as hereinafter defined) to secure the Obligations, as provided herein.

NOW THEREFORE, in consideration of the mutual promises, covenants, conditions, representations, and warranties hereinafter set forth and for other good and valuable consideration, the parties hereto mutually agree as follows:

1. DEFINITIONS AND CONSTRUCTION.

1.1 Definitions. All initially capitalized terms used herein and not otherwise defined herein shall have the meaning ascribed thereto in the Loan Agreement. The following terms, as used in this Agreement, have the following meanings:

“Code” means the California Uniform Commercial Code, as amended and supplemented from time to time, and any successor statute.

“Collateral” means:

(i) All of Borrower’s right, title, and interest in and to the trademarks and trademark registrations listed on Schedule A, attached hereto, as Schedule A may be updated hereafter from time to time, and rights to renew and extend such trademarks;

(ii) With respect to the trademarks and trademark registrations listed on Schedule A, all of Borrower’s rights to register trademark claims under any state or federal trademark law or regulation of any foreign country and to apply for, renew, and extend the trademark registrations and trademark rights, the right (without obligation) to sue or bring

opposition or cancellation proceedings in the name of Borrower or in the name of Lender for past, present, and future infringements of the trademarks, registrations, or trademark rights and all rights (but not obligations) corresponding thereto in the United States and any foreign country, and the associated goodwill;

(iii) All of Borrower's common law trademarks which include "Rock and Republic", "Rock & Republic", "R and R", or "R&R" other than those trademarks which incorporate such letters or words together with either or both of (A) a drawing, depiction or pictorial representation of a human skull with or without other design elements incorporated therein and (B) phrases incorporating the words "skull" or "skulls" with or without other design elements (collectively, the "Skull Designs");

(iv) All of Borrower's general intangibles relating to the foregoing; and

(v) All proceeds of any and all of the foregoing (including, without limitation, license royalties and proceeds of infringement suits) and, to the extent not otherwise included, all payments under insurance, or any indemnity, warranty, or guaranty payable by reason of loss or damage to or otherwise with respect to the Collateral.

1.2 Construction. Unless the context of this Agreement clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, and the term "including" is not limiting. The words "hereof," "herein," "hereby," "hereunder," and other similar terms refer to this Agreement as a whole and not to any particular provision of this Agreement. Any initially capitalized terms used but not defined herein shall have the meaning set forth in the Loan Agreement. Any reference herein to any of the Loan Documents includes any and all alterations, amendments, extensions, modifications, renewals, or supplements thereto or thereof, as applicable. Neither this Agreement nor any uncertainty or ambiguity herein shall be construed or resolved against Lender or Borrower, whether under any rule of construction or otherwise. On the contrary, this Agreement has been reviewed by Borrower, Lender and their respective counsel, and shall be construed and interpreted according to the ordinary meaning of the words used so as to fairly accomplish the purposes and intentions of Lender and Borrower.

2. GRANT OF SECURITY INTEREST.

Borrower hereby grants to Lender a first-priority perfected security interest in all of Borrower's right, title, and interest in and to the Collateral to secure the Obligations.

3. REPRESENTATIONS, WARRANTIES AND COVENANTS.

Borrower hereby represents, warrants, and covenants that:

3.1 Trademarks. A true and complete schedule setting forth all federal and state trademark registrations owned or controlled by Borrower and which include "Rock and Republic", "Rock & Republic", "R and R", or "R&R" and which are intended to constitute the Collateral, together with a summary description and full information in respect of the filing or issuance thereof and expiration dates is set forth on Schedule A. Other than trademarks that are

subject to pending federal and state registration, Borrower has no other common law trademarks which include "Rock and Republic", "Rock & Republic", "R and R", or "R&R" except for the Skull Designs and other trademarks disclosed to Lender which are not intended to be used in Borrower's business as currently conducted.

3.2 Validity; Enforceability. Borrower's trademarks listed on Schedule A are valid and enforceable, and Borrower is not presently aware of any past, present, or prospective claim by any third party that such trademarks are invalid or unenforceable, or that its use of any such trademarks violates the rights of any third person, or of any basis for any such claims;

3.3 Title. Except as otherwise described in Schedule 3.3 to this Agreement, Borrower is the sole and exclusive owner of the entire and unencumbered right, title, and interest in and to each of the trademarks, and trademark registrations set forth on Schedule A, free and clear of any liens, charges, and encumbrances, including pledges, assignments, licenses, shop rights, and covenants by Borrower not to sue third persons;

3.4 Notice. Borrower has used and will continue to use proper statutory notice in connection with its use of each of the trademarks listed on Schedule A;

3.5 Quality. Borrower has used and will continue to use consistent standards of high quality (which may be consistent with Borrower's past practices) in the manufacture, sale, and delivery of products and services sold or delivered under or in connection with the trademarks listed on Schedule A, including, to the extent applicable, in the operation and maintenance of its merchandising operations, and will continue to maintain the validity of such trademarks unless the use thereof is discontinued by Borrower as a result of business decisions taken by Borrower;

3.6 Perfection of Security Interest. Except for the filing of a financing statement with the Secretary of State of California and filings with the United States Patent and Trademark Office necessary to perfect the security interests created hereunder, no authorization, approval, or other action by, and no notice to or filing with, any governmental authority or regulatory body is required either for the grant by Borrower of the security interest hereunder or for the execution, delivery, or performance of this Agreement by Borrower or for the perfection of or the exercise by Lender of its rights hereunder to the Collateral in the United States.

4. AFTER-ACQUIRED TRADEMARK RIGHTS.

If Borrower shall obtain rights to any new trademarks which include "Rock and Republic", "Rock & Republic", "R and R", or "R&R" other than Skull Designs, Borrower shall give at least thirty (30) days notice in writing to Lender with respect to any such trademarks. Borrower shall bear any expenses incurred in connection with future trademark registrations of such trademarks and such trademarks shall be deemed included in the Collateral.

5. LITIGATION AND PROCEEDINGS.

Borrower shall commence and diligently prosecute in its own name, as the real party in interest, for its own benefit, and its own expense, such suits, administrative proceedings, or other action for infringement or other damages as are in its reasonable business judgment necessary to protect the Collateral. Borrower shall provide to Lender any information with respect thereto reasonably requested by Lender. Lender shall provide at Borrower's expense all necessary cooperation in connection with any such suits, proceedings, or action, including, without limitation, joining as a necessary party. Following Borrower's becoming aware thereof, Borrower shall notify Lender of the institution of, or any adverse determination in, any proceeding in the United States Patent and Trademark Office, or any United States, state, or foreign court regarding each Borrower's claim of ownership in any of the Collateral, its right to apply for any of the Collateral, or its right to keep and maintain its rights in any of the Collateral.

6. POWER OF ATTORNEY.

Borrower grants Lender power of attorney, having the full authority, and in the place of Borrower and in the name of Borrower, from time to time following an Event of Default in Lender's discretion, to take any action and to execute any instrument which Lender may deem necessary or advisable to accomplish the purposes of this Agreement, including, without limitation, as may be subject to the provisions of this Agreement: to endorse Borrower's name on all applications, documents, papers, and instruments necessary for Lender to use or maintain the Collateral; to ask, demand, collect, sue for, recover, impound, receive, and give acquittance and receipts for money due or to become due under or in respect of any of the Collateral; to file any claims or take any action or institute any proceedings that Lender may deem necessary or desirable for the collection of any of the Collateral or otherwise to enforce Lender's rights with respect to any of the Collateral and to assign, pledge, convey, or otherwise transfer title in or dispose of the Collateral to any person.

7. RIGHT TO INSPECT.

Subject to the applicable provisions of the Loan Agreement, Borrower grants to Lender and its employees the right to visit Borrower's plants and facilities which manufacture, inspect, or store products sold under any of the trademarks included in the Collateral, and to inspect the products and quality control records relating thereto at reasonable times during regular business hours.

8. EVENTS OF DEFAULT.

Any of the following events shall be an Event of Default:

8.1 Loan Agreement. An Event of Default shall occur as defined in the Loan Agreement;

8.2 Misrepresentation. Any representation or warranty made herein by Borrower or in any document furnished to Lender by Borrower under this Agreement is incorrect in any material respect when made or when reaffirmed; and

8.3 Breach. If Borrower fails to observe or perform any covenant, condition, or agreement to be observed or performed pursuant to the terms hereof which materially and adversely affects Lender.

9. SPECIFIC REMEDIES.

Upon the occurrence of any Event of Default, Lender shall have, in addition to, other rights given by law or in this Agreement, the Loan Agreement, or in any other Loan Document, all of the rights and remedies with respect to the Collateral of a secured party under the Code, including the following:

9.1 Notification. Lender may notify licensees to make royalty payments on license agreements directly to Lender;

9.2 Sale. Lender may sell or assign the Collateral and associated goodwill at public or private sale for such amounts, and at such time or times as Lender deems advisable. Borrower shall be credited with the net proceeds of such sale only when they are actually received by Lender, and Borrower shall continue to be liable for any deficiency remaining after the Collateral is sold or collected. To the maximum extent permitted by applicable law, Lender may be the purchaser of any or all of the Collateral and associated goodwill at any public sale and shall be entitled, for the purpose of bidding and making settlement or payment of the purchase price for all or any portion of the Collateral sold at any public sale, to use and apply all or any part of the Obligations as a credit on account of the purchase price of any Collateral payable by Lender at such sale.

10. CHOICE OF LAW AND VENUE; JURY TRIAL WAIVER.

THE VALIDITY OF THIS AGREEMENT, ITS CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT, AND THE RIGHTS OF THE PARTIES HERETO WITH RESPECT TO ALL MATTERS ARISING HEREUNDER OR RELATED HERETO SHALL BE DETERMINED UNDER, GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA, WITHOUT GIVING EFFECT TO ITS CONFLICT OF LAWS PRINCIPLES. THE PARTIES AGREE THAT ALL ACTIONS OR PROCEEDINGS ARISING IN CONNECTION WITH THIS AGREEMENT SHALL BE TRIED AND LITIGATED ONLY IN THE STATE AND FEDERAL COURTS LOCATED IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA OR, AT THE SOLE OPTION OF LENDER, IN ANY OTHER COURT IN WHICH LENDER SHALL INITIATE LEGAL OR EQUITABLE PROCEEDINGS AND WHICH HAS SUBJECT MATTER JURISDICTION OVER THE MATTER IN CONTROVERSY. EACH OF BORROWER AND LENDER WAIVES, TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, ANY RIGHT EACH MAY HAVE TO ASSERT THE DOCTRINE OF FORUM NON CONVENIENS OR TO OBJECT TO VENUE TO THE EXTENT ANY PROCEEDING IS BROUGHT IN ACCORDANCE WITH THIS SECTION 10. BORROWER AND LENDER HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING

OUT OF ANY OF THE LOAN DOCUMENTS OR ANY OF THE TRANSACTIONS CONTEMPLATED THEREIN, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW OR STATUTORY CLAIMS. BORROWER AND LENDER REPRESENT THAT EACH HAS REVIEWED THIS WAIVER AND EACH KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL. IN THE EVENT OF LITIGATION, A COPY OF THIS AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.

11. GENERAL PROVISIONS.

11.1 Effectiveness. This Agreement shall be binding and deemed effective when executed by Borrower and Lender.

11.2 Successors and Assigns. This Agreement shall bind and inure to the benefit of the respective successors and assigns of each of the parties; provided, however, that Borrower may not assign this Agreement or any rights or duties hereunder without Lender's prior written consent and any prohibited assignment shall be absolutely void. Lender may assign this Agreement and its rights and duties hereunder and no consent or approval by Borrower is required in connection with any such assignment.

11.3 Section Headings. Headings and numbers have been set forth herein for convenience only. Unless the contrary is compelled by the context, everything contained in each section applies equally to this entire Agreement.

11.4 Interpretation. Neither this Agreement nor any uncertainty or ambiguity herein shall be construed or resolved against Lender or Borrower, whether under any rule of construction or otherwise. On the contrary, this Agreement has been reviewed by all parties and shall be construed and interpreted according to the ordinary meaning of the words used so as to fairly accomplish the purposes and intentions of all parties hereto.

11.5 Severability of Provisions. Each provision of this Agreement shall be severable from every other provision of this Agreement for the purpose of determining the legal enforceability of any specific provision.

11.6 Amendments in Writing. This Agreement can only be amended by a writing signed by both Lender and Borrower.

11.7 Counterparts; Telefacsimile Execution. This Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Agreement. Delivery of an executed counterpart of this Agreement by telefacsimile shall be equally as effective as delivery of a manually executed counterpart of this Agreement. Any party delivering an executed counterpart of this Agreement by telefacsimile also shall deliver a manually executed counterpart of this Agreement but the failure to deliver a manually executed counterpart shall not affect the validity, enforceability, and binding effect of this Agreement.

11.8 Fees and Expenses. Borrower shall pay to Lender, on demand all costs and expenses that Lender pays or incurs in connection with the negotiation, preparation, consummation, administration, enforcement, and termination of this Agreement, including: (a) reasonable attorneys' and paralegals' fees and disbursements of counsel to Lender; (b) costs and expenses (including reasonable attorneys' and paralegals' fees and disbursements) for any amendment, supplement, waiver, consent, or subsequent closing in connection with this Agreement and the transactions contemplated hereby; (c) costs and expenses of lien and title searches; (d) taxes, fees, and other charges for filing this Agreement at the United States Patent and Trademark Office, or for filing financing statements, and continuations, and other actions to perfect, protect, and continue the security interest created hereunder; (e) sums paid or incurred to pay any amount or take any action required of Borrower under this Agreement that Borrower fails to pay or take; (f) costs and expenses of preserving and protecting the Collateral; and (g) costs and expenses (including reasonable attorneys' and paralegals' fees and disbursements) paid or incurred to enforce the security interest created hereunder, sell or otherwise realize upon the Collateral, and otherwise enforce the provisions of this Agreement, or to defend any claims made or threatened against Lender arising out of the transactions contemplated hereby (including preparations for the consultations concerning any such matters). The foregoing shall not be construed to limit any other provisions of this Agreement or the Loan Documents regarding costs and expenses to be paid by Borrower. The parties agree that reasonable attorneys' and paralegals' fees and costs incurred in enforcing any judgment are recoverable as a separate item in addition to fees and costs incurred in obtaining the judgment and that the recovery of such attorneys' and paralegals' fees and costs is intended to survive any judgment, and is not to be deemed merged into any judgment.


11.9 Notices. Except as otherwise provided herein, all notices, demands, and requests that either party is required or elects to give to the other shall be in writing and shall be governed by the provisions of Section 11 of the Loan Agreement.

11.10 Termination by the Lender. After repayment of the Term Loan and all other Obligations under the Loan Agreement, and the payment and performance in full of all non-contingent Obligations, Lender shall execute and deliver to Borrower a termination of all of the security interests granted by Borrower hereunder.

11.11 Integration. This Agreement, together with the Loan Agreement and other Loan Documents, reflect the entire understanding of the parties with respect to the transactions contemplated hereby and shall not be contradicted or qualified by any other agreement, oral or written, before the date hereof.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first written above.

RKF, LLC,
a California limited liability company, as Lender

By: 
Name: RICHARD Z. KYSAK
Title: MANAGING

ROCK & REPUBLIC ENTERPRISES, INC.,
a California corporation, as Borrower


By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first written above.

RKF, LLC,
a California limited liability company, as Lender

By: _____
Name: _____
Title: _____

ROCK & REPUBLIC ENTERPRISES, INC.,
a California corporation, as Borrower

By:  _____
Name: MICHAEL BAU
Title: CEO

SCHEDULE "A"

REGISTERED TRADEMARKS AND SERVICE MARKS

<u>Trademark or Service Mark</u>	<u>Registration Date</u>	<u>Registration No.</u>
RR and Design	10/23/2007	3,317,538
ROCK & REPUBLIC	03/25/2003	2,700,209

PENDING TRADEMARKS AND SERVICE MARKS

<u>Trademark or Service Mark</u>	<u>Filing Date</u>	<u>Serial No.</u>
RR and Design	09/8/2006	78-969,654
RR (Stylized Letters)	08/25/2006	78-960,319
RR (Stylized Letters)	08/25/2006	78-960,306
RR (Stylized Letters)	08/25/2006	78-960,303
RR (Stylized Letters)	08/25/2006	78-960,297
RR (Stylized Letters)	08/25/2006	78-960,294
RR (Stylized Letters)	08/25/2006	78-960,290
RR (Stylized Letters)	08/25/2006	78-960,232
R&R (Stylized Letters)	08/25/2006	78-960,231
ROCK & REPUBLIC (Block Letters)	08/25/2006	78-960,230
RR (Stylized Letters)	08/25/2006	78-960,229
R&R (Stylized Letters)	08/25/2006	78-960,227
ROCK & REPUBLIC (Block Letters)	08/25/2006	78-960,226
RR (Stylized Letters)	08/25/2006	78-960,222
R&R (Stylized Letters)	08/25/2006	78-960,219
ROCK & REPUBLIC (Block Letters)	08/25/2006	78-960,218
R & R (Stylized Letters)	06/29/2006	78-920,391
TAILOR MADE ROCK & REPUBLIC (Block Letters)	06/15/2006	78-909,618
TAILOR MADE ROCK & REPUBLIC (Block Letters)	06/15/2006	78-909,617

Trademark or Service Mark	Filing Date	Serial No.
R&R (Stylized Letters)	05/12/2006	78-882,412
R&R (Stylized Letters)	05/12/2006	78-882,387
R&R (Stylized Letters)	05/12/2006	78-882,380
R&R (Stylized Letters)	05/11/2006	78-881,946
R&R and Design	05/11/2006	78-881,937
ROCK & REPUBLIC(Block Letters)	05/10/2006	78-880,931
ROCK & REPUBLIC (Block Letters)	05/10/2006	78-880,896
ROCK & REPUBLIC (Block Letters)	05/10/2006	78-880,701
ROCK & REPUBLIC (Block Letters)	05/10/2006	78-880,647
ROCK & REPUBLIC (Block Letters)	05/09/2006	78-880,039
MAYHEM BY ROCK & REPUBLIC (Block Letters)	01/11/2006	78-789,835
TAILOR MADE ROCK & REPUBLIC (Block Letters)	11/28/2005	78-762,026
ROCKANDREPUBLIC and Design	08/18/2007	77-258,658
ROCK & REPUBLIC and Design	02/06/2007	77-100,704
ROCK & REPUBLIC and Design	10/31/2006	77-033,591

INTERNATIONAL REGISTERED TRADEMARKS

Country	Mark	Reg #	Reg. Date
Australia	ROCK & REPUBLIC	1013525	08/02/04
Canada	ROCK & REPUBLIC	0620368	09/22/04
European Community	ROCK & REPUBLIC	003947298	10/5/05
European Community	Double R's II	005213228	07/09/07
European Community	R&R I Design	005144324	07/12/07
European Community	ROCK & REPUBLIC	005144183	04/25/07
European Community	TAILOR MADE ROCK & REPUBLIC	005170386	04/25/07
Hong Kong	R&R I Design	300660564	06/16/06
Hong Kong	ROCK & REPUBLIC	300660546	06/16/06
Hong Kong	ROCK & REPUBLIC	300563733	01/12/06
Hong Kong	Double R's II (Back to Back)	300684261	07/20/06
Iceland	ROCK & REPUBLIC	259/2006	03/03/06

INTERNATIONAL PENDING TRADEMARK APPLICATIONS

<u>Country</u>	<u>Mark</u>	<u>App. #</u>	<u>App. Date</u>
India	ROCK & REPUBLIC	M13297	01/12/06
Indonesia	ROCK & REPUBLIC	DOO.2006.007283	03/08/06
Malaysia	ROCK & REPUBLIC	06000364	01/13/06
Mexico	ROCK & REPUBLIC	701176	02/09/05
Mexico	R&R I w/Skull Design	790708	06/26/06
Pakistan	ROCK & REPUBLIC	217704	01/24/06
Panama	ROCK & REPUBLIC	149358	03/06/06
Peru	ROCK & REPUBLIC	264571	01/03/06
Philippines	ROCK & REPUBLIC	04-2006-000414	01/13/06
Thailand	ROCK & REPUBLIC	617872	02/15/06
UAE	ROCK & REPUBLIC	67197	02/14/05
Venezuela	ROCK & REPUBLIC	20102/2005	09/13/05
Vietnam	ROCK & REPUBLIC	4-2006-02464	02/23/06

SCHEDULE 3.3

SCHEDULE OF LIENS

Under the terms of its Factoring Agreement with The CIT Group/Commercial Services, Inc. ("CIT"), dated February 18, 2005, and amended August 18, 2006, Borrower has granted to CIT, in the event of a default under that Factoring Agreement, a royalty free right to use all of Borrower's trademarks for the sole purpose of advertising and preparing for sale, and the sale of, the collateral bearing such trademarks to any third party without restriction, without liability for royalty payments or otherwise.