

**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
Macoode Limited Liability Company		11/15/2007	LIMITED LIABILITY COMPANY: NEW YORK
Masudonna LLC		11/15/2007	LIMITED LIABILITY COMPANY: NEW YORK

**RECEIVING PARTY DATA**

Name:	Macoode Limited Liability Company
Street Address:	100 United Nations Plaza
Internal Address:	Apartment 23E
City:	New York
State/Country:	NEW YORK
Postal Code:	10017
Entity Type:	LIMITED LIABILITY COMPANY: NEW YORK

**PROPERTY NUMBERS Total: 2**

Property Type	Number	Word Mark
Registration Number:	2793571	DR DONNA RICCO
Registration Number:	1622649	DONNA RICCO

**CORRESPONDENCE DATA**

Fax Number: (212)655-3529  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 212-655-3564  
 Email: sbluming@bff-law.com  
 Correspondent Name: Sidney D. Bluming  
 Address Line 1: 140 East 45th Street - 19th Floor  
 Address Line 4: New York, NEW YORK 10017

NAME OF SUBMITTER:	Sidney D. Bluming
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**OP \$65.00 2793571**

Signature:

/Sidney D. Bluming/

Date:

11/21/2007

**Total Attachments: 3**

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EXHIBIT C

TRADEMARK ASSIGNMENT OF SECURITY

WHEREAS, Masudonna LLC, a New York limited liability company with an office at 30 Thompson Road, Branford, Connecticut 06405 (the "Buyer"), has adopted, used and is using the marks shown in the attached Schedules A and B (the "Marks"), for which there are registrations and/or applications in the United States Patent and Trademark Office under the numbers shown in the attached Schedule A and internationally under the numbers shown in the attached Schedule B; and

WHEREAS, Buyer is obligated to Macoode Limited Liability Company ("Seller"), a New York limited liability company with an address at 133 East 64<sup>th</sup> Street, Suite 3A, New York, New York 10021 pursuant to a certain Trademark Purchase Agreement dated the date hereof, between Seller and Company (the "Agreement"); and

WHEREAS, pursuant to the Agreement, Company is granting to Seller a security interest in the Marks, the goodwill of the business symbolized by the Marks, and the registrations and applications therefor,

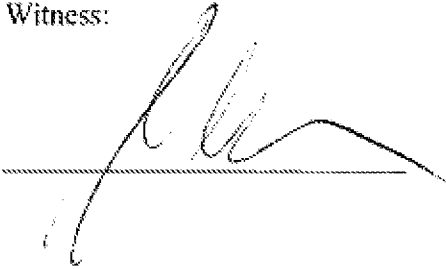
NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Buyer does hereby assign unto Seller and grant to Buyer a security interest in and to the Marks, together with the goodwill of the business symbolized by the Marks, and registrations and applications therefor, which assignment and security interest shall secure all the obligations under the Agreement and arising thereunder and in connection therewith, in accordance with the terms and provisions thereof.

The parties expressly acknowledge and affirm that the respective rights and remedies of the parties with respect to the assignment and security interest granted hereby are more fully set forth in the Agreement, including but not limited to the exercise and release of such security interest. Seller is hereby authorized to file and/or record, in its name and in the name of Buyer, as appropriate, a copy of this Assignment with the United States Patent and Trademark Office and foreign trademark offices, financing statements in accordance with the Uniform Commercial Code in all applicable jurisdictions and such other instruments and documents reasonable and/or necessary to perfect the within security interest and comply with all requirements with respect thereto. In this regard, Buyer hereby grants to Seller a limited but irrevocable power of attorney, coupled with an interest, to execute, deliver, file and/or record all such instruments and documents in furtherance hereof; provided, however, that Seller shall not foreclose on the security interest granted herein or exercise any of its rights as a secured party, unless Buyer has been adjudicated to be in default in accordance with the procedures set forth in the Agreement .

[SIGNATURE PAGE FOLLOWS]


Dated: New York, New York  
November 12, 2007

Witness:

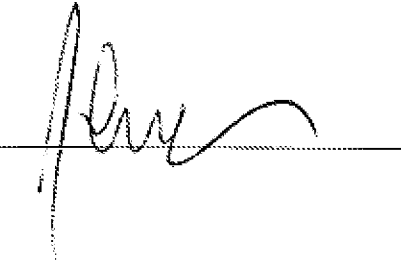


A handwritten signature in black ink, appearing to be 'J. L.', written over a horizontal dotted line.

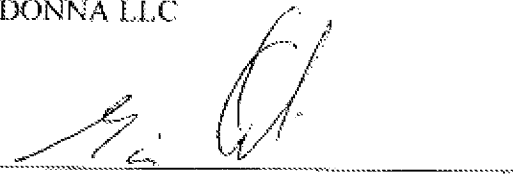
MACOODE LIMITED LIABILITY COMPANY

By:   
Name:  
Title:

MASUDONNA LLC



A handwritten signature in black ink, appearing to be 'A. M.', written over a horizontal dotted line.

By:   
Name:  
Title:

SCHEDULE A

To Assignment of Security

TRADEMARKS

Registered Trademarks and Pending Applications Before The  
United States Patent and Trademark Office

Serial Number	Reg. Number	Word Mark	Live/Dead
1.76192117	2793571	DR DONNA RICCO	LIVE
2.74013472	1622649	DONNA RICCO	LIVE

SCHEDULE B

TO TRADEMARK ASSIGNMENT

FOREIGN TRADEMARKS

Foreign Country	Foreign Reference	Registration Number	Mark	Status
1 Canada	T11832CA0	TMA478,274	Donna Ricco	Registered
2 Japan	2782/0005	4087543	Donna Ricco	Registered