

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
Todays Way Manufacturing, LLC		10/14/2007	LIMITED LIABILITY COMPANY: NEW JERSEY
RECEIVING PARTY DATA			
Name:	Sovereign Bank		
Street Address:	551 Fifth Avenue, 25th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10176		
Entity Type:	Federal Savings Bank: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2322263	PHOENIX	
Registration Number:	2869264	TRADCO	
CORRESPONDENCE DATA			
Fax Number:	(212)202-6491		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(212) 508-6739		
Email:	prutzman@thshlaw.com		
Correspondent Name:	L. Donald Prutzman		
Address Line 1:	900 Third Avenue		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	17519.03		
NAME OF SUBMITTER:	L. Donald Prutzman		
Signature:	/LD Prutzman/		

CH \$65.00 2322263

Date:

12/10/2007

Total Attachments: 4

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ASSIGNMENT FOR SECURITY

TRADEMARKS

WHEREAS, **TODAYS WAY MANUFACTURING, LLC** (the "Assignor") has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the annexed Schedule 1A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Assignor has entered into a Security Agreement, dated as of October 11, 2007 (as amended, restated, supplemented or as otherwise modified or replaced from time to time, the "Security Agreement"), in favor of Sovereign Bank as Secured Party (the "Assignee");


WHEREAS, pursuant to the Security Agreement, the Assignor has assigned to the Assignee and granted to the Assignee a continuing security interest in all right, title and interest of the Assignor in, to and under, inter alia, the Trademarks, together with, among other things, the good-will of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Applicable Collateral"), to secure the payment, performance and observance of the "Obligations" (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor does hereby pledge, convey, sell, assign, transfer and set over unto the Assignee and grants to the Assignee a continuing security interest in the Applicable Collateral to secure the prompt payment, performance and observance of the Obligations for the benefit of the Assignee.

The Assignor does hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the Applicable Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be duly executed by its duly authorized officer or representative thereunto, duly authorized as of October 14, 2007

TODAYS WAY MANUFACTURING, LLC

By: 
Name: JORGE YEPES
Title: SECRETARY.

ACKNOWLEDGMENT

STATE OF PENNSYLVANIA

ss.:

COUNTY OF ALLEGHENY

On this 14TH day of October, 2007, before me personally came JORGE YEPES, to me known to be the person who executed the foregoing instrument, and who, being duly sworn by me, did depose and say that s/he is the SECRETARY of TODAYS WAY MANUFACTURING, LLC, an LLC, and that s/he executed the foregoing instrument in the firm name of TODAYS WAY MANUFACTURING, LLC, and that s/he had authority to sign the same, and s/he acknowledged to me that he executed the same as the act and deed of said firm for the uses and purposes therein mentioned.

William J. Yurek

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
William J. Yurek, Notary Public
East Huntingdon Twp., Westmoreland County
My Commission Expires July 12, 2009
Member, Pennsylvania Association of Notaries

SCHEDULE 1A TO ASSIGNMENT FOR SECURITY

Trademarks:

Trademark	Registration No.
PHOENIX and design	No. 2,322,263
TRADCO	No. 2,869,264

Owned by: TODAYS WAY MANUFACTURING LLC

[815223-1]