

**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
Eastman Sporto Group LLC		12/07/2007	LIMITED LIABILITY COMPANY: NEW YORK

**RECEIVING PARTY DATA**

Name:	Israel Discount Bank of New York
Street Address:	511 Fifth Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10017
Entity Type:	Bank: NEW YORK

**PROPERTY NUMBERS Total: 11**

Property Type	Number	Word Mark
Registration Number:	0772398	SPORTO
Registration Number:	1334298	SPORTO
Registration Number:	1632424	SPORTO
Registration Number:	0771934	AFTER SPORT
Registration Number:	1756155	AQUASTOP
Registration Number:	0854679	SEADOGS
Registration Number:	2096287	THE ORIGINAL DUCK BOOT
Registration Number:	2303089	ORIGINAL DUCKS
Registration Number:	2974460	BRILLIANT
Serial Number:	78540250	AQUA STOP
Serial Number:	78871532	STUDIO BRILLIANT

**CORRESPONDENCE DATA**

Fax Number: (212)609-6921

**900094231**

**TRADEMARK  
 REEL: 003678 FRAME: 0392**

**CH \$290.00 0772398**

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: 212 609 6800  
Email: mboyce@mccarter.com  
Correspondent Name: McCarter & English-Gary H. Fechter  
Address Line 1: 245 Park Avenue  
Address Line 2: 27th Floor  
Address Line 4: New York, NEW YORK 10167-0001

ATTORNEY DOCKET NUMBER:	100196/46 GHF 2807
NAME OF SUBMITTER:	Gary H. Fechter
Signature:	/ghf/
Date:	12/14/2007

**Total Attachments: 8**

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of December 7, 2007 (this "Agreement"), is made by and between EASTMAN SPORTO GROUP LLC, a New York limited liability company, with an office at 34 West 33<sup>rd</sup> Street, New York, New York 10001 (the "Grantor"), in favor of ISRAEL DISCOUNT BANK OF NEW YORK, a New York bank with an office at 511 Fifth Avenue, New York, New York 10017 (herein, together with its successors and assigns, the "Lender").

WITNESSETH:

WHEREAS, the Grantor has entered into an agreement dated June 15, 2007 with SBC/Sporto Corp. (the "Seller") and the other signatories thereto (as amended from time to time, the "Acquisition Agreement"), pursuant to which Grantor shall or has acquired all of the Seller's right, title and interest in and to the Trademark Collateral (as hereinafter defined);

WHEREAS, the Grantor has requested that Lender make loans to Grantor (the "Loans"), to enable Grantor to purchase the Marks (as hereinafter defined) pursuant to the terms of the Acquisition Agreement;

WHEREAS, the Loans are evidenced by (a) a Grid Promissory Note in the original principal amount of \$4,000,000 and (b) an Installment Promissory Note in the original principal amount of \$2,500,000, each of even date herewith and executed by Grantor in favor of the Lender (which notes as amended, renewed or restated, from time to time, are hereinafter called the "Notes");

WHEREAS, in order to secure Grantor's obligations under the Notes and all other present and future obligations to Lender, Grantor has executed and delivered (a) an Amended and Restated General Security Agreement, of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement") and (b) this Agreement, as the same may be amended, restated, supplemented or otherwise modified from time to time (collectively, the "Security Instruments");

WHEREAS, pursuant to the Security Instruments the Grantor has granted to Lender a continuing first and prior security interest in and a lien upon the Trademark Collateral, as collateral security for the repayment of the Notes and the Obligations ; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees, for the benefit of the Lender, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, each capitalized term used in this Agreement, including its preamble and recitals, have the respective meanings provided in the Notes and the Security Agreement and, to the extent not therein defined, the meaning assigned to each such term in this Agreement.

SECTION 2. Grant of Security Interest. The Grantor hereby grants to the Lender a continuing security interest in all of the Grantor's right, title and interest throughout the world, whether now or hereafter existing or acquired by the Grantor, in, to and under the following ("Trademark Collateral"):

- (a) all trademarks, including each registration therefore and each application to register a trademark as set forth in Schedule 1 hereto (the "Marks");
- (b) all of the goodwill of the business connected with the use of, and symbolized by the Marks;
- (c) the right to sue third parties for past, present and future infringements of any of the Marks; and
- (d) all proceeds of, and rights associated with, any or all of the foregoing (including proceeds, licenses, royalties, income, payments, claims, damages and proceeds of infringement suits).

Notwithstanding the foregoing, the Trademark Collateral shall not include any intent-to-use United States trademark applications for which an amendment to allege use or statement of use has not been filed under 15 U.S.C. § 1051(c) or 15 U.S.C. § 1051(d), respectively, or if filed, has not been deemed in conformance with 15 U.S.C. § 1051(a) or examined and accepted, respectively, by the United States Patent and Trademark Office (the "PTO"), provided that upon such filing and acceptance, such intent-to-use applications shall be included in the Trademark Collateral.

SECTION 3. Representations. The Grantor in order to induce the Lender to make the Loans hereby represents and warrants that (a) the proceeds of the Loans have been used to acquire the Marks pursuant to the terms of the Acquisition Agreement, (b) it has delivered to Lender a true and complete copy of the Acquisition Agreement to Lender and (c) after giving effect to the Acquisition Agreement, Grantor is the registered owner in the PTO of each of the Marks and the other Trademark Collateral free and clear of all security interests, liens and other claims except as disclosed, if any, in Schedule 2 annexed hereto. ("Adverse Claims").

SECTION 4. Covenants. So long as any Obligations remain outstanding, Grantor shall (a) defend its title to each of the Marks, (b) promptly notify Lender in writing upon Grantor receiving notice of any threatened or actual Adverse Claim, (c) promptly notify Lender in writing in the event that it intends to register any other trademark in the PTO which shall be used in the ordinary course of its business, (d) not grant any other person, firm or entity a security interest, lien or other claim with respect to any of the Trademark Collateral, and (e) not transfer, convey, sell or otherwise dispose of any of the Trademark Collateral.

SECTION 5. Security Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of recording the security interest of the Lender in the Trademark Collateral with the PTO. The Grantor hereby authorizes Lender to file this Agreement in the PTO and file a UCC-1 Financing Statement naming Grantor, as debtor and Lender, as secured party with respect to the Trademark Collateral. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Lender in

the Collateral, including, the Trademark Collateral, under the Security Agreement. The Security Agreement (and all rights and remedies of the Lender thereunder) shall remain in full force and effect in accordance with its terms. In the Event of Default (as defined in the Notes or the Security Agreement) Lender shall be entitled to exercise all of its rights and remedies as to the Trademark Collateral as provided in either or both Security Instruments or the New York Uniform Commercial Code, in such sequence as Lender shall in its own discretion deem appropriate. The terms and provisions in the Security Agreement with respect thereto are incorporated by reference herein as if fully set forth herein.

SECTION 6. Release of Liens. Upon the indefeasible payment in full of the Obligations, the security interest granted herein shall automatically terminate, as applicable, with respect to all or such applicable portion of the Trademark Collateral. Upon any such release, the Lender will, at the Grantor's sole expense, release without any representations, warranties or recourse of any kind whatsoever, all or such applicable portion of the Trademark Collateral then held by the Lender hereunder, and execute and deliver to the Grantor such documents as the Grantor shall reasonably request to evidence such termination.

SECTION 7. Governing Law. THIS AGREEMENT WILL BE DEEMED TO BE A CONTRACT MADE UNDER AND GOVERNED BY THE INTERNAL LAWS OF THE STATE OF NEW YORK.

SECTION 8. Entire Agreement. This Agreement including the attached Schedule 1 and the Security Agreement contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all previous discussions, agreements, arrangements and understandings with respect to the limited subject matter hereof.

SECTION 9. Assigns. This Agreement shall inure to benefit of and be binding upon the parties hereto, their legal representatives, successors and assigns provided that Grantor shall not assign, delegate or subcontract this Agreement without the prior written consent of Lender, which such consent may be unreasonably withheld.

SECTION 10. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by facsimile shall be effective as delivery of a manually executed counterpart of this Agreement.

SECTION 11. Consent to Jurisdiction. The parties hereto each consent to the non-exclusive jurisdiction of the federal and state courts located in the County, City and State of New York and waive trial by jury in any action commenced by either party in any such court.


[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed and delivered by their duly authorized officer as of the date first above written.

EASTMAN SPORTO GROUP LLC,  
as Grantor

By:   
Name: Max M. Mizrachi  
Title: Managing Member

ISRAEL DISCOUNT BANK OF NEW YORK,  
as Lender

By:   
Name: Amir Barash  
Title: FVP

By:   
Name: Meiri Golam  
Title: AVP

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**SCHEDULE 1**  
**REGISTERED TRADEMARKS**

Trademark	Registration Number	Country
Sporto	529245	Australia
Sporto	003230661	Austria
Sporto	003230661	Benelux
Sporto	276780	Canada
Sporto	TMA386,022	Canada
Sporto	879434	China
Sporto	003230661	Denmark
Sporto	003230661	European Union
Sporto	003230661	Finland
Sporto	003230661	Germany
Sporto	003230661	Greece
Sporto	B130500	Ireland
Sporto	002320661	Ireland
Sporto	384880	Italy

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Trademark	Registration Number	Country
Sporto	003230661	Italy
Sporto	120682	Norway
Sporto	034553	Panama
Sporto	003230661	Portugal
Sporto	101376	Russian Federation
Sporto	T9408068G	Singapore
Sporto	003230661	Spain
Sporto	180,128	Sweden
Sporto	003230661	Sweden
Sporto	686555	Taiwan
Sporto	003230661	United Kingdom
Sporto	772,398	United States
Sporto	1,334,298	United States
Sporto & Duck Design	259327	South Korea
Sporto	1632424	United States

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Trademark	Registration Number	Country
After Sport	771934	United States
Aqua Stop	1756155	United States
AQUA STOP, stylized	TMA 468,433	Canada
Sea Dogs	854679	United States
The Original Duck Boot	2096287	United States
Original Ducks	2303089	United States
Duck Design	356,032	Canada
Brilliant	2974460	United States

PENDING TRADEMARKS  
APPLICATIONS

Trademark	Registration Number	Country
Aqua Stop	78540250	United States
Studio Brilliant	78871532	United States

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SCHEDULE 2  
ADVERSE CLAIMS

Name and Address of Adverse Claimant

Description of Adverse Claim

Grantor has one interparties matter still pending regarding an opposition filed by SBC/Sporto Corp. against a third party Taiwanese trademark registration no. 1202208 for the mark "BRILLIANT & Chinese character and device". The opposed application was filed by a Taiwanese company Da-Sin Enterprise Co., Ltd.

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