

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CARLOS FALCHI		01/29/2008	INDIVIDUAL:
RECEIVING PARTY DATA			
Name:	Rosenthal & Rosenthal Inc.		
Street Address:	1370 Broadway		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10018		
Entity Type:	CORPORATION:		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	73663330	CARLOS FALCHI	
Serial Number:	73159639	CARLOS FALCHI	
CORRESPONDENCE DATA			
Fax Number:	(866)459-2899		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	212-356-0937		
Email:	Oleh.Hereliuk@federalresearch.com		
Correspondent Name:	Rosenthal & Rosenthal, Inc.		
Address Line 1:	1370 Broadway		
Address Line 2:	Omar Barbero		
Address Line 4:	New York, NEW YORK 10018		
ATTORNEY DOCKET NUMBER:	405667		
NAME OF SUBMITTER:	Oleh Hereliuk		
Signature:	/oh/		

CH \$65.00 73663330

Date:

02/07/2008

Total Attachments: 8

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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Carlos Faichi
238 West 11th St., NY NY 10014

- Individual(s) Association
- General Partnership Limited Partnership
- Corporation- State: _____
- Other _____

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) January 29, 2008

- Assignment Merger
- Security Agreement Change of Name
- Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Rosenthal & Rosenthal, Inc.

Internal Address: _____

Street Address: 1370 Broadway

City: New York

State: New York

Country: USA Zip: 10018

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

See Attached

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Omar Barbero

Internal Address: c/o Rosenthal & Rosenthal, Inc.

Street Address: 1370 Broadway

City: New York

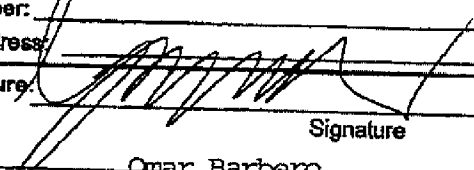
State: New York Zip: 10018

Phone Number: 212-356-0937

Fax Number: _____

Email Address: _____

9. Signature



Signature

Omar Barbero

Name of Person Signing

6. Total number of applications and registrations involved:

2

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number _____

Authorized User Name _____

1/30/2008
Date

Total number of pages including cover sheet, attachments, and document: _____

Documents to be recorded (including cover sheet) should be faxed to (877) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1460, Alexandria, VA 22313-1460

Trademark Security Agreement

SECURITY AGREEMENT, dated as of January 29, 2008 between Carlos Falchi, an individual, having an address at 238 West 11th Street, New York, NY 10014 ("Falchi"), and Rosenthal & Rosenthal, Inc., a New York corporation (the "Secured Party").

Falchi and Secured Party hereby agree as follows:

SECTION 1. Definitions; Interpretation.

(a) Terms Defined in the Guarantee. All capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings assigned to them in the Guarantee.

(b) Certain Defined Terms. As used in this Agreement, the following terms shall have the following meanings:

"Collateral" has the meaning set forth in Section 2.

"Guarantee" means the Guarantee dated September 25, 2007, executed by Carlos Falchi in favor of Secured Party with respect to the obligations of Design & Development Lab, LLC ("Design") under the Factoring Agreement between Design and Secured Party dated July 6, 2005 as amended and/or supplemented (the "Factoring Agreement").

"PTO" means the United States Patent and Trademark Office.

"UCC" means the Uniform Commercial Code as in effect in the State of New York.

(c) Terms Defined in UCC. Where applicable in the context of this Agreement and except as otherwise defined herein, terms used in this Agreement shall have the meanings assigned to them in the UCC.

(d) Construction. In this Agreement, the following rules of construction and interpretation shall be applicable: (i) no reference to "proceeds" in this Agreement authorizes any sale, transfer, or other disposition of any Collateral by Falchi; (ii) "includes" and "including" are not limiting; (iii) "or" is not exclusive; and (iv) "all" includes "any" and "any" includes "all." To the extent not inconsistent with the foregoing, the rules of construction and interpretation applicable to the Guarantee shall also be applicable to this Agreement and are incorporated herein by this reference.

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SECTION 2. Security Interest.

(a) Grant of Security Interest. As security for the payment and performance of the Obligations, Falchi hereby grants to Secured Party a security interest in, and a mortgage upon, all of Falchi's right, title and interest in, to and under the following property, in each case whether now or hereafter existing or arising or in which Falchi now has or hereafter owns, acquires or develops an interest and wherever located (collectively, the "Collateral"):

(i) all state (including common law), federal and foreign trademarks, service marks and trade names, and applications for registration of such trademarks, service marks and trade names (but excluding any application to register any trademark, service mark or other mark prior to the filing under applicable law of a verified statement of use (or the equivalent) for such trademark, service mark or other mark to the extent the creation of a security interest therein or the grant of a mortgage thereon would void or invalidate such trademark, service mark or other mark), all licenses relating to any of the foregoing and all income and royalties with respect to any licenses (including such marks, names and applications as described in Schedule A), whether registered or unregistered and wherever registered, all rights to sue for past, present or future infringement or unconsented use thereof, all rights arising therefrom and pertaining thereto and all reissues, extensions and renewals thereof;

(ii) the entire goodwill of or associated with the businesses now or hereafter conducted by Falchi connected with and symbolized by any of the aforementioned properties and assets;

(iii) all general intangibles and all intangible intellectual or other similar property of Falchi of any kind or nature, associated with or arising out of any of the aforementioned properties and assets and not otherwise described above; and

(iv) all proceeds of any and all of the foregoing Collateral (including license royalties, rights to payment, accounts receivable and proceeds of infringement suits) and, to the extent not otherwise included, all payments under insurance (whether or not Secured Party is the loss payee thereof) or any indemnity, warranty or guaranty payable by reason of loss or damage to or otherwise with respect to the foregoing Collateral.

(b) Continuing Security Interest. Falchi agrees that this Agreement shall create a continuing security interest in the Collateral which shall remain in effect until terminated in accordance with Section 11.

(c) Falchi's use of Collateral. Falchi shall be permitted to control and manage the Collateral, including the right to exclude others from making, using or selling items covered by the Collateral and any licenses thereunder, in the same manner and with the same effect as if this Agreement had not been entered into, so long as no default occurs in any of the obligations of Design under the Factoring Agreement and remains uncured.

SECTION 3. Supplement to the Guarantee. This Agreement has been entered into in conjunction with the security interests granted to Secured Party under the Guarantee or other security

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documents referred to therein. The rights and remedies of Secured Party with respect to the security interests granted herein are without prejudice to, and are in addition to those set forth in the Guarantee or any other security documents referred to therein, all terms and provisions of which are incorporated herein by reference.

SECTION 4. Representations and Warranties. Falchi represents and warrants to Secured Party that:

- (a) Trademarks. To the best of Falchi's knowledge, a true and correct list of all of the existing Collateral consisting of U.S. trademarks, trademark registrations or applications owned by Falchi, in whole or in part, is set forth in Schedule A.
- (b) Falchi owns the trademarks listed on Schedule A and to the best of Falchi's knowledge none of such trademarks are subject to any liens or encumbrances other than the known previous assignments.
- (c) Falchi will not encumber or dispose of any interest in the Collateral, excepting only for the granting of licenses with respect to the Collateral, in the ordinary course of Falchi's business, without the prior written consent of Secured Party

SECTION 5. Further Acts. On a continuing basis, Falchi shall make, execute, acknowledge and deliver, and file and record in the proper filing and recording places, all such instruments and documents, and take all such action as may be necessary or advisable as may be requested by Secured Party to carry out the intent and purposes of this Agreement, or for assuring, confirming or protecting the grant or perfection of the security interest granted or purported to be granted hereby, to ensure Falchi's compliance with this Agreement or to enable Secured Party to exercise and enforce its rights and remedies hereunder with respect to the Collateral, including any documents for filing with the PTO or any applicable state office. Secured Party may record this Agreement, an abstract thereof, or any other document describing Secured Party's interest in the Collateral with the PTO, at the expense of Falchi. In addition, Falchi authorizes Secured Party to file financing statements describing the Collateral in any UCC filing office deemed appropriate by Secured Party. If Falchi shall at any time hold or acquire a commercial tort claim arising with respect to the Collateral, Falchi shall promptly notify Secured Party in a writing signed by Falchi of the brief details thereof and grant to the Secured Party in such writing a security interest therein and in the proceeds thereof, all upon the terms of this Agreement, with such writing to be in form and substance satisfactory to the Secured Party.

SECTION 6. Authorization to Supplement. If Falchi shall obtain rights to any new trademarks, the provisions of this Agreement shall automatically apply thereto. Falchi shall give prompt notice in writing to Secured Party with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Falchi's obligations under this Section 6, Falchi authorizes Secured Party to modify this Agreement by amending Schedule A to include any such new trademark rights. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule A shall in any way affect, invalidate or detract from Secured Party's continuing security interest in all Collateral, whether or not listed on Schedule A.

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SECTION 7 Remedies. Upon the breach of any of the terms hereof, or the breach of, or default under, the Guarantee, including Falchi's failure to pay any of the Obligations, when due, Secured Party shall have all of the rights and remedies of a secured party under the UCC.

SECTION 8, Power of Attorney. Falchi does hereby irrevocably constitute and appoint Secured Party and any of its officers or agents, with full power of substitution, as Debtor's true and lawful attorney-in-fact with full irrevocable (for the term of this Agreement) power and authority in Falchi's place and stead and in its name or in Secured Party's own name, from time to time in Secured Party's discretion, for the purpose of carrying out the terms of this Security Agreement, to create, prepare, complete, execute, deliver, endorse or file, in the name and on behalf of Falchi, any and all instruments, documents, applications, financing statements, and other agreements and writings required to be obtained, executed, delivered or endorsed by Falchi under this Agreement, or necessary for the Secured Party to enforce its rights hereunder.

SECTION 9. Binding Effect. This Agreement shall be binding upon, inure to the benefit of and be enforceable by Falchi, Secured Party and their respective successors and assigns. Falchi may not assign, transfer, hypothecate or otherwise convey its rights, benefits, obligations or duties hereunder except as specifically permitted by the Guarantee.

SECTION 10. Governing Law. This Agreement shall be governed by, and construed in accordance with, the law of the State of New York, except as required by mandatory provisions of law or to the extent the validity, perfection or priority of the security interests hereunder, or the remedies hereunder, in respect of any Collateral are governed by the law of a jurisdiction other than New York.

SECTION 11. Entire Agreement; Amendment. This Agreement and the Guarantee, together with the Schedule A hereto, contains the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior drafts and communications relating to such subject matter. Neither this Agreement nor any provision hereof may be modified, amended or waived except by the written agreement of the parties, as provided in the Guarantee. Notwithstanding the foregoing, Secured Party unilaterally may re-execute this Agreement or modify, amend or supplement the Schedule A hereto as provided in Section 6 hereof. To the extent that any provision of this Agreement conflicts with any provision of the Guarantee, the provision giving Secured Party greater rights or remedies shall govern, it being understood that the purpose of this Agreement is to add to, and not detract from, the rights granted to Secured Party under Guarantee.

SECTION 12. Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement. Delivery of an executed counterpart of this Agreement by facsimile shall be equally as effective as delivery of a manually executed counterpart. Any party hereto delivering a counterpart of this Agreement by facsimile shall also deliver a manually executed counterpart, but the failure to so deliver a manually executed counterpart shall not affect the validity, enforceability, or binding effect hereof.

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SECTION 13. Termination. Upon payment and performance in full of all Obligations, the security interests created by this Agreement shall terminate and Secured Party (at Falchi' expense) shall promptly execute and deliver to Falchi such documents and instruments reasonably requested by Falchi as shall be necessary to evidence termination of all such security interests given by Falchi to Secured Party hereunder, including cancellation of this Agreement by written notice from Secured Party to the PTO.

SECTION 14. No Inconsistent Requirements. Falchi acknowledges that this Agreement and the other documents, agreements and instruments entered into or executed in connection herewith may contain covenants and other terms and provisions variously stated regarding the same or similar matters, and Falchi agrees that all such covenants, terms and provisions are cumulative and all shall be performed and satisfied in accordance with their respective terms.

SECTION 15. Severability. If one or more provisions contained in this Agreement shall be invalid, illegal or unenforceable in any respect in any jurisdiction or with respect to any party, such invalidity, illegality or unenforceability in such jurisdiction or with respect to such party shall, to the fullest extent permitted by applicable law, not invalidate or render illegal or unenforceable any such provision in any other jurisdiction or with respect to any other party, or any other provisions of this Agreement.

SECTION 16. Notices. All notices and other communications hereunder shall be in writing and shall be mailed, sent or delivered in accordance with the Guarantee.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement, as of the date first above written.



Carlos Falchi

ROSENTHAL & ROSENTHAL, INC.

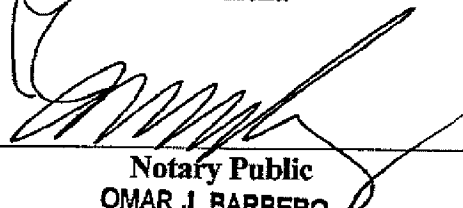

By _____
Title: _____

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STATE OF New York)
: ss.:
COUNTY OF New York)

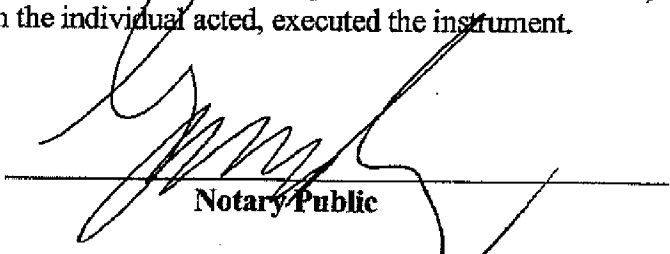
On the 29 day of January in the year 2008 before me, the undersigned, personally appeared Carlos Falchi, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



Notary Public
OMAR J. BARBERO
NOTARY PUBLIC, State of New York
No. 01BA4799597
Qualified in Queens County
Commission Expires July 31, 2009

STATE OF New York)
: ss.:
COUNTY OF New York)

On the 29 day of January in the year 2008 before me, the undersigned, personally appeared J.MICHAEL STANLEY, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



Notary Public
OMAR J. BARBERO
NOTARY PUBLIC, State of New York
No. 01BA4799597
Qualified in Queens County
Commission Expires July 31, 2009

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SCHEDULE A

Trademark	Serial Number	Filing Date
CARLOS FALCHI	73663330	May 28, 1987
Carlos Falchi	73159639	February 23, 1978