

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
Isabella Fiore, LLC		10/08/2007	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Mr. Walter T. Pereyra
Street Address:	148 East Lake Sammamish Parkway SE
City:	Sammamish
State/Country:	WASHINGTON
Postal Code:	98074
Entity Type:	INDIVIDUAL: UNITED STATES

PROPERTY NUMBERS Total: 18

Property Type	Number	Word Mark
Registration Number:	2540428	ISABELLA FIORE
Registration Number:	2824673	ISABELLA FIORE
Registration Number:	2873469	ISABELLA FIORE
Registration Number:	2983535	ISABELLA FIORE
Registration Number:	3159292	ISABELLA FIORE
Registration Number:	3245250	IF... ISABELLA FIORE
Registration Number:	3245251	IF ISABELLA FIORE
Registration Number:	3245252	IF ISABELLA FIORE
Serial Number:	76445173	FIORE
Serial Number:	76516165	ISABELLA FIORE
Serial Number:	76976811	ISABELLA FIORE
Serial Number:	77220419	ISABELLA FIORE
Serial Number:	78754517	ISABELLA FIORE
Serial Number:	78754553	ISABELLA FIORE

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Serial Number:	78754555	ISABELLA FIORE
Serial Number:	78754561	ISABELLA FIORE
Serial Number:	78754565	ISABELLA FIORE
Serial Number:	78754567	ISABELLA FIORE

CORRESPONDENCE DATA

Fax Number: (206)381-3301
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 206.381.3300
Email: lorbiecki@blacklaw.com
Correspondent Name: Mark L. Lorbiecki, Esq.
Address Line 1: 701 Fifth Avenue, Ste. 4800
Address Line 4: Seattle, WASHINGTON 98104

ATTORNEY DOCKET NUMBER:	PERE-5-1001
NAME OF SUBMITTER:	Mark Lorbiecki
Signature:	/Mark L. Lorbiecki/
Date:	02/08/2008

Total Attachments: 14

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Trademark Application Numbers	Trademark Registration Numbers
76/445,173	2,540,428
76/516,165	2,824,673
76/976,811	2,873,469
77/220,419	2,983,535
78/754,517	3,159,292
78/754,553	3,245,250
78/754,555	3,245,251
78/754,561	3,245,252
78/754,565	
78/754,567	

ISABELLA FIORE, LLC

CONSENT OF MEMBERS AND MANAGER

Pursuant to the Operating Agreement of ISABELLA FIORE, LLC, a Delaware limited liability company (the "Company"), the undersigned, constituting the manager and not less than two-thirds (2/3) of the percentage interests of members of the Company, hereby adopt and approve the following resolutions by unanimous written consent:

WHEREAS, Accessory Design Holdings, Inc., a Delaware corporation, and majority member and manager of the Company ("ADH") entered into a promissory note payable to Walter Pereyra ("Lender") on February 23, 2006, in the amount of \$1,000,000 (the "First Note"), which First Note was amended on several occasions culminating in the Fourth Amendment to Promissory Notes dated October 8, 2007 (the "Fourth Amendment");

WHEREAS, ADH also entered into a promissory note payable to Lender on March 31, 2006, in the amount of \$1,308,528 (the "Second Note"; together with the First Note and the amendments to both, the "Notes"), which Second Note was amended on several occasions, also culminating in the Fourth Amendment (with Lender and ADH agreeing that the obligations owing under the Second Note were rolled into the First Note pursuant to the Fourth Amendment, the First Note thereby being canceled); a copy of the First Note and the amendments thereto are attached hereto as Exhibit A;

WHEREAS, the proceeds of the Notes were in turn loaned by ADH to the Company for the purpose of purchasing product inventory for the Company and for other uses beneficial to the Company in compliance with the terms of the Notes;

WHEREAS, pursuant to the terms of the Fourth Amendment, ADH agreed that the Company granted to Lender a security interest in Company's inventory and proceeds thereof, and all trademarks, patents and copyrights (the "Assets"), which security interest was subordinate in priority only to any pre-existing security interests.

WHEREAS, because the Company benefited from the loan of funds pursuant to the Notes, the Company granted to Lender a security interest in the Assets;

WHEREAS, Lender has not filed any evidence of its security interest in the Assets; and

WHEREAS, Lender now desires to file evidence of its security interest in the Assets;

NOW, THEREFORE, BE IT

RESOLVED, that the Company consents to Lender's filing of evidence of his security interest in the Assets;

RESOLVED, FURTHER, that the Chief Executive Officer is authorized to execute and deliver any documents or instruments reasonably requested by Lender for the purpose of perfecting his security interest in the Assets, and to do such other acts and things and execute and deliver such other documents as may be necessary or advisable in order to effectuate the transactions contemplated by the Note and the foregoing resolution;

RESOLVED, FURTHER, that interest shall accrue on the amounts stated in the Note pursuant to the terms of the promissory notes and amendments thereto;

RESOLVED FURTHER, that all actions taken by any of the officers and manager of the Company on behalf of the Company with regard to the transactions contemplated in the foregoing resolutions are hereby ratified, confirmed and approved.

IN WITNESS WHEREOF, the undersigned have executed this Consent as of February 1,

2008.

MEMBER:

ACCESSORY DESIGN HOLDINGS, INC.
a Delaware corporation

By: Rebbie Coleman, CEO
Name: Rebbie Coleman

MANAGER:

ACCESSORY DESIGN HOLDINGS, INC.,
a Delaware corporation

By: Rebbie Coleman
Name: Rebbie Coleman

EXHIBIT A

Copy of First Note and Amendments

(Attached)

SECURITY AGREEMENT

This Security Agreement is entered into as of February 1, 2008, by and between ISABELLA FIORE, LLC, a Delaware limited liability company ("Debtor"), and WALTER T. PEREYRA, an individual ("Secured Party"), at Los Angeles, California, with reference to the following:

A. Debtor desires to borrow the sum of One Hundred Twenty-Six Thousand Dollars (\$126,000.00) (the "Loan") from Secured Party, pursuant to the terms of a Secured Promissory Note dated as of even date herewith from Debtor to Secured Party, in the form of Exhibit "A" attached hereto (the "Note").

B. To induce Secured Party to extend the Loan and to accept the Note therefor, Secured Party requires that Debtor grant a security interest to Secured Party in Debtor's trademarks and copyrights to secure its obligations under the Note.

C. Debtor has agreed to grant such security interest, on the terms and conditions set forth herein.

NOW, THEREFORE, the parties hereto agree as follows:

1. For valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and as security for the prompt payment and performance of all indebtedness and obligations of Debtor to Secured Party under the Note, and all extensions or modifications thereof (collectively the "Secured Obligations"), Debtor hereby grants to Secured Party a security interest (the "Security Interest") in and to the following assets of Debtor: all trademarks and copyrights registered to Debtor (collectively the "Collateral").

2. Debtor shall on demand immediately execute and deliver to Secured Party all documents Secured Party considers necessary or convenient to perfect and maintain the Security Interest, including but not limited to a UCC-1 financing statement suitable for filing with the California Secretary of State and any other financing statements, continuation financing statements, fixture filings and notices to third parties in possession of any of the Collateral. Secured Party may file or record in the appropriate public office any document required or permitted by law to be filed or recorded with respect to the Security Interest, including but not limited to said financing statements and continuation financing statements. Debtor hereby appoints Secured Party as Debtor's attorney with power to sign the name of Debtor on any of the above-described documents or on any other similar documents in order to perfect, amend or continue the perfection of the Security Interest. Said appointment is coupled with an interest and is irrevocable.

3. Debtor agrees (a) to do all acts that may be reasonable and necessary to maintain, preserve and protect the Collateral and the Security Interest; and (b) to pay before delinquency all taxes, assessments and liens now or later imposed on the Collateral. Secured Party shall have the right to inspect the Collateral and any documents or records relating thereto at any time during regular business hours of Debtor on forty-eight (48) hour's prior written notice; provided that if in Secured Party's reasonable judgment such notice would jeopardize Secured Party's rights in the Collateral or otherwise adversely affect Secured Party due to particular circumstances Secured Party may inspect the Collateral without such prior notice.

4. Debtor represents and warrants to Secured Party that (a) Debtor is the sole owner of Collateral, and there are no and hereafter will not be any liens or encumbrances or adverse claims of any kind whatsoever against any of the Collateral except for any liens of public record

as of the date hereof; (b) Debtor will not, without the prior written consent of Secured Party, further encumber, dispose of, transfer, exchange, liquidate, sell or grant any security interest or other interest in any of the Collateral, provided that Debtor may sell its inventory in the ordinary course of business, factor its accounts receivable and dispose of damaged or unusable equipment in its customary manner provided Debtor promptly replaces such equipment with other equipment of at least comparable value; (c) Debtor is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Delaware and has the necessary authority to conduct its business in the State of California; and (d) this Agreement has been duly authorized by Debtor, the person executing this Agreement on behalf of Debtor has been duly authorized to do so and this Agreement is a valid, binding and enforceable legal obligation of Debtor.

5. Should any of the following (an "Event of Default") occur: (a) an Event of Default (as defined therein) under the Note; (b) Debtor breach any representation, warranty or covenant of Debtor in this Agreement; (c) Debtor dissolve, liquidate, become insolvent or unable to pay its debts as they mature or make an assignment for the benefit of creditors; (d) a levy, attachment or execution be placed or made against any of the Collateral and not released within sixty (60) days, then the Secured Obligations shall immediately become due and payable in full, without offset, and Secured Party, without obligation and without notice to or demand on Debtor other than the ten (10) day notice described in Paragraph 7 below, may exercise any and all rights of a secured party under the California Commercial Code, including but not limited to those under Section 9601 thereof, as well as any and all other rights and remedies available to Secured Party under this Agreement, at law or in equity.

6. Without limiting the foregoing to any extent, in the event of an Event of Default

Secured Party may proceed in any sequence as to some or all of the Collateral, in such order as Secured Party elects. Secured Party may require Debtor to assemble the Collateral or any portion thereof and make it available to Secured Party at any place or places designated by Secured Party that is or are reasonably convenient to Debtor. Debtor agrees that any legal requirement for reasonable notice of a sale or other intended disposition of any of the Collateral shall be met if such notice is given by Secured Party in the manner provided in Paragraph 11 below at least ten (10) days before the date of intended sale or disposition. All remedies of Secured Party shall be cumulative. Debtor waives any requirement for Secured Party to marshal assets. The failure of Secured Party to exercise any right or remedy upon a Default shall not constitute a waiver of that right or remedy upon any subsequent Default. The failure of Secured Party to promptly exercise any right or remedy upon a Default shall not constitute a waiver of that right or remedy as to such Default or any other Default.

7. Debtor hereby expressly waives diligence, demand, presentment, protest, notice of every kind and nature whatsoever (except for the ten (10) day notice described in Paragraph 6 above), waives any defense based on any applicable statute of limitations to the fullest extent permitted by law and consents to the taking by Secured Party of any type of additional security or guaranty for the Secured Obligations or the alteration or release in any manner of any security or guaranty now or thereafter held in connection therewith without in any way altering the liability of Debtor hereunder or affecting the security interest granted by this Agreement.

8. This Agreement shall inure to the benefit of and be binding upon the heirs, legal representatives, successors and assigns of each of the parties hereto.

9. This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflicts of laws principles. Any dispute arising

out of or relating to this Agreement or the interpretation or enforcement hereof may at the option of either party be resolved in the State courts of the State of California, County of Los Angeles, or the federal district courts therein. The parties consent to the jurisdiction of such courts and agree that venue therein is proper.

10. Time is of the essence in the performance of this Agreement.

11. Any notice required or which may be given under this Agreement shall be given by personal delivery, by recognized overnight courier service or by first class mail, postage prepaid, certified, return receipt requested, and delivered, sent or mailed to the following address:

If to Secured Party: Walter T. Percyra
 148 E. Lk Sammamish Rd S.E.
 Sammamish, Wa 98074

If to Debtor: Isabella Fiore, LLC
 9088 Rosecrans Avenue
 Bellflower, CA 90706

A notice given in the above manner shall be deemed received on the day of personal delivery or one (1) business day after deposit with the courier service or three (3) business days after mailing. Either party may change its notice address by a notice given in the above manner.

12. In the event Secured Party is required to enforce any of its rights or remedies under this Agreement or the Note, whether or not litigation be commenced, or if any dispute should arise out of or with respect to this Agreement or the Note or for the enforcement or interpretation hereof or thereof, Secured Party shall be entitled to recover its reasonable attorneys' fees and costs.

13. This Agreement and the Security Interest shall continue and remain in effect until the payment and performance in full of all Secured Obligations.

14. If any provision of this Agreement is held to be invalid or unenforceable, the remainder of the Agreement shall not be affected thereby and such provision shall be reformed to be as close in meaning and intent as set forth herein but yet be valid and enforceable.

15. The parties acknowledge that they have read, understood and voluntarily entered into this Agreement and that each has been advised to seek the advice of independent counsel of its choice regarding this Agreement and has done so to the extent desired by it.

16. This Agreement is the complete agreement between the parties hereto regarding the subject matter hereof and supersedes all prior and contemporaneous negotiations, representations and agreements regarding the subject matter hereof. This Agreement may only be modified by a written instrument executed by all parties.

17. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

[Remainder of Page Intentionally Left Blank - Signature Page Follows]

Executed as of the date set forth above, at Los Angeles, California.

Secured Party:

WALTER T. PEREYRA

Debtor:

ISABELLA FIORE, LLC,
a Delaware limited liability company

By: *Rubie Coleman*

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

I certify that I know or have satisfactory evidence that _____
is the person who appeared before me, and said person acknowledged that he/she signed this
instrument, on oath stated that he/she was authorized to execute the instrument and
acknowledged it as the _____ of Isabella Fiore, LLC to be the free and
voluntary act of such party for the uses and purposes mentioned in the instrument.

SUBSCRIBED AND SWORN to before me this _____ day of _____,
200_____.

NOTARY PUBLIC in and for the
State of California, residing
at _____
My commission expires: _____.

FOURTH AMENDMENT TO PROMISSORY NOTES

This **FOURTH AMENDMENT TO PROMISSORY NOTES** is made this 8th day of October, 2007 for the purpose of amending that certain Promissory Notes (the "Promissory Notes") in the amended principal amount of Seven Hundred Fifty Thousand United States Dollars (U.S. \$750,000), executed as of February 23, 2006 and Eight Hundred Seventy Nine Thousand Three Hundred Twenty United States Dollars (U.S. \$879,320) executed as of March 31, 2006 by **ACCESSORY DESIGN HOLDINGS, INC.**, a Delaware corporation (the "Company"), on behalf of Isabella Fiore, LLC, in favor of Walter T. Pereyra or his registered assigns (in either case, the "Lender"). For value received, the receipt and sufficiency of which are hereby acknowledged, Lender and the Company expressly agree as follows:

1. **Maturity Date.** To the extent not previously repaid, the Company will pay all amounts remaining under the Promissory Notes (if any) in full on or before December 31, 2008 (the "Maturity Date").
2. **Additional Consideration and Security Interest.** As additional consideration to induce Lender to extend the Loan's Maturity Date, as provided in Paragraph 1 above, Isabella Fiore, LLC, on behalf of the Company (and deriving a benefit from the execution of the Promissory Notes), hereby guarantees repayment of the Promissory Notes by granting to Lender a security interest in Isabella Fiore's inventory and all proceeds thereof, and all trademarks, patents, and copyrights. Such security interest will be subject only to pre-existing security interests. Borrower will take all reasonable actions requested by Lender to perfect such security interest.
3. **No Other Amendments; Counterparts.** Lender and the Company acknowledges and agree that, except as specifically amended herein, the Promissory Notes remain in full force and effect as originally written and agreed. This Amendment may be signed in counterparts, either of which may be delivered by fax, and all of which together shall constitute one and the same agreement.

IN WITNESS WHEREOF, Lender and the Company have caused this Fourth Amendment to be executed as of the date first written above.

**ORAL AGREEMENTS OR ORAL COMMITMENTS TO
LOAN MONEY, EXTEND CREDIT, OR FORBEAR FROM
ENFORCING REPAYMENT OF A DEBT ARE NOT
ENFORCEABLE UNDER WASHINGTON LAW.**

ACCESSORY DESIGN HOLDINGS,
INC.

LENDER:

By: Debbie Coleman
Debbie Coleman, CEO

Walter T. Perera
Walter T. Perera