

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	TRADEMARK SECURITY AGREEMENT		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
E.S.S. INTERNATIONAL CORPORATION		01/31/2008	CORPORATION: ARIZONA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	TMI HOLDINGS, INC.		
<b>Street Address:</b>	5424 E. Slauson Blvd.		
<b>City:</b>	Commerce		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90040		
<b>Entity Type:</b>	CORPORATION: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2715650	VIKKI VI	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(949)720-0182		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	(949) 760-1121		
<b>Email:</b>	trademark@buchalter.com		
<b>Correspondent Name:</b>	Sandra P. Thompson		
<b>Address Line 1:</b>	18400 Von Karman Avenue, Suite 800		
<b>Address Line 4:</b>	Irvine, CALIFORNIA 92612		
<b>ATTORNEY DOCKET NUMBER:</b>	T4550-0001		
<b>NAME OF SUBMITTER:</b>	Sandra P. Thompson		
<b>Signature:</b>	/Sandra P. Thompson/		
<b>Date:</b>	02/13/2008		

CH \$40.00 2715650

**Total Attachments: 5**

source=Trademark Security Agreement#page1.tif

source=Trademark Security Agreement#page2.tif

source=Trademark Security Agreement#page3.tif

source=Trademark Security Agreement#page4.tif

source=Trademark Security Agreement#page5.tif

## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of January 31, 2008, is made by and between ESS International Corporation, an Arizona corporation, having a business location at 1901 E. Cypress Tree Drive, Gilbert, AZ 85234 (the "Debtor"), and TMI HOLDINGS, INC., a California corporation having a business location at 5424 E. Slauson Blvd., Commerce, CA 90040 (the "Secured Party").

### RECITALS

The Debtor and the Secured Party are parties to a Trademark and Website Purchase Agreement of even date herewith (as the same may hereafter be amended, supplemented or restated from time to time, the "Purchase Agreement").

As a condition to the Purchase Agreement, the Secured Party has required the execution and delivery of this Agreement by the Debtor.

ACCORDINGLY, in consideration of the mutual covenants contained in the Purchase Agreement and herein, the parties hereby agree as follows:

1. Definitions. All terms defined in the Recitals hereto or in the Agreement that are not otherwise defined herein shall have the meanings given to them therein. In addition, the following terms have the meanings set forth below:

"Obligations" means each and every debt, liability and obligation of every type and description arising under or in connection with the Purchase Agreement and the Secured Promissory Note (the "Note") of even date herewith from Debtor in favor of Secured Party.

"Security Interest" has the meaning given in Section 2.

"Trademark" means all of the Debtor's right, title and interest in and to the trademark "VIKKI VI", and any form or formative thereof, and all design marks used in conjunction therewith and all of the goodwill associated therewith.

2. Security Interest. The Debtor hereby irrevocably pledges and assigns to, and grants the Secured Party a security interest (the "Security Interest"), with power of sale to the extent permitted by law, in the Trademark to secure payment of the Obligations. All of the terms and conditions of this Agreement are nonrecourse obligations of Debtor.

3. Representations, Warranties and Agreements. The Debtor represents, warrants and agrees as follows:

(a) **No Sale.** Debtor will not assign, transfer, encumber or otherwise dispose of the Trademark or any interest therein.

(b) **Defense.** The Debtor will at its own expense and using commercially reasonable efforts, protect and defend the Trademark against all claims or demands of all persons.

(c) **Maintenance.** The Debtor will at its own expense maintain the Trademark to the extent reasonably advisable in its business including, but not limited to, filing all applications to obtain trademark registrations and all affidavits, maintenance fees, annuities, and renewals possible with respect to trademark registrations and applications therefor. The Debtor covenants that it will not abandon nor fail to pay any maintenance fee or annuity due and payable on any Trademark, nor fail to file any required affidavit or renewal in support thereof, without first providing the Secured Party: (i) sufficient written notice, of at least 30 days, to allow the Secured Party to timely pay any such maintenance fees or annuities which may become due on any Trademark, or to file any affidavit or renewal with respect thereto, and (ii) a separate written power of attorney or other authorization to pay such maintenance fees or annuities, or to file such affidavit or renewal, should such be necessary or desirable.

(d) **Secured Party's Right to Take Action.** If the Debtor fails to perform or observe any of its covenants or agreements set forth in this Section 3, and if such failure continues for a period of ten (10) calendar days after the Secured Party gives the Debtor written notice thereof, or if the Debtor notifies the Secured Party that it intends to abandon the Trademark, the Secured Party may (but need not) perform or observe such covenant or agreement or take steps to prevent such intended abandonment on behalf and in the name, place and stead of the Debtor (or, at the Secured Party's option, in the Secured Party's own name) and may (but need not) take any and all other actions which the Secured Party may reasonably deem necessary to cure or correct such failure or prevent such intended abandonment.

(e) **Costs and Expenses.** Except to the extent that the effect of such payment would be to render any loan or forbearance of money usurious or otherwise illegal under any applicable law, the Debtor shall pay the Secured Party on demand the amount of all moneys expended and all costs and expenses (including reasonable attorneys' fees and disbursements) incurred by the Secured Party in connection with or as a result of the Secured Party's taking action under subsection (e) or exercising its rights under Section 6, together with interest thereon at the legal rate from the date expended or incurred by the Secured Party.

(f) **Power of Attorney.** To facilitate the Secured Party's taking action under subsection (e) and exercising its rights under Section 6, the Debtor hereby irrevocably appoints (which appointment is coupled with an interest) the Secured Party, or its delegate, as the attorney-in-fact of the Debtor with the right (but not the duty) from time to time to create, prepare, complete, execute, deliver, endorse or file, in the name and on behalf of the Debtor, any and all instruments, documents, applications, financing statements, and other agreements and writings required to be obtained, executed, delivered or endorsed by the Debtor under this Section 3, or necessary for the Secured Party, after an Event of Default, to enforce or use the Trademark or to grant or issue any exclusive or non-exclusive license under the Trademark to any third party, or to sell, assign, transfer, pledge, encumber or otherwise transfer title in or dispose of the Trademark to any third party. The Debtor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. The power of attorney granted herein shall terminate upon the payment of the Note.

4. Debtor's Use of the Trademarks. The Debtor shall be permitted to control and manage the Trademark, including the right to exclude others from making, using or selling items covered by the Trademark 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 Event of Default occurs and remains uncured. It is expressly understood that in connection with Debtors control over the Trademark, Debtor shall retain full discretion whether or not to initiate action against a potential infringer and a decision to refrain from confrontation shall not be considered an Event of Default.

5. Events of Default. Each of the following occurrences shall constitute an event of default under this Agreement (herein called "Event of Default"): (a) a breach of Debtor's obligations under the Purchase Agreement or a Default, as defined in the Note, shall occur; or (b) the Debtor shall fail promptly to observe or perform any covenant or agreement herein binding on it; or (c) any of the representations or warranties contained in Section 3 shall prove to have been incorrect in any material respect when made.

6. Remedies. Upon the occurrence of an Event of Default and at any time thereafter, the Secured Party may, at its option, take any or all of the following actions:

(a) The Secured Party may exercise any or all remedies available under Uniform Commercial Code.

(b) The Secured Party may sell, assign, transfer, pledge, encumber or otherwise dispose of the Trademarks.

(c) The Secured Party may enforce the Trademark and any licenses thereunder, and if Secured Party shall commence any suit for such enforcement, the Debtor shall, at the request of Secured Party, do any and all lawful acts and execute any and all proper documents required by Secured Party in aid of such enforcement.

7. Miscellaneous. This Agreement can be waived, modified, amended, terminated or discharged, and the Security Interest can be released, only explicitly in a writing signed by the Secured Party. A waiver signed by the Secured Party shall be effective only in the specific instance and for the specific purpose given. Mere delay or failure to act shall not preclude the exercise or enforcement of any of the Secured Party's rights or remedies. All rights and remedies of the Secured Party shall be cumulative and may be exercised singularly or concurrently, at the Secured Party's option, and the exercise or enforcement of any one such right or remedy shall neither be a condition to nor bar the exercise or enforcement of any other. All notices to be given to Debtor under this Agreement shall be given in the manner and with the effect provided in the Uniform Commercial Code. The Secured Party shall not be obligated to preserve any rights the Debtor may have against prior parties, to realize on the Trademark at all or in any particular manner or order, or to apply any cash proceeds of the Trademark in any particular order of application. This Agreement shall be binding upon and inure to the benefit of the Debtor and the Secured Party and their respective participants, successors and assigns and shall take effect when signed by the Debtor and delivered to the Secured Party, and the Debtor waives notice of the Secured Party's acceptance hereof. The Secured Party may execute this Agreement if appropriate for the purpose of filing, but the failure of the Secured Party to execute this Agreement shall not

affect or impair the validity or effectiveness of this Agreement. A carbon, photographic or other reproduction of this Agreement or of any financing statement signed by the Debtor shall have the same force and effect as the original for all purposes of a financing statement. This Agreement shall be governed by and construed in accordance with the substantive and procedural laws of the State of California applicable to agreements made and to be performed entirely within such State, without regard to the provisions for choice of law thereunder. Any claim, dispute or controversy arising out of, or relating to any section of this Agreement or the making, performance, or interpretation of the rights and obligations explicitly set forth in this Agreement shall, upon the election by written notice of either party, be settled on an expedited basis by binding arbitration in Los Angeles County, California before a single arbitrator mutually agreeable to the parties, and if no agreement is reached, before a single arbitrator from the Judicial Arbitration Mediation Service (J.A.M.S.) selected in accordance with the Rules of J.A.M.S. then in effect, which arbitration shall be conducted in accordance with such Rules, and judgment on the arbitration award may be entered in any court having jurisdiction over the subject matter of controversy. Pursuant to the California Code of Civil Procedure 1283.1(b), the provisions of CCP § 1283.05 are hereby incorporated into this Agreement and any arbitration proceeding conducted pursuant hereto. If any provision or application of this Agreement is held unlawful or unenforceable in any respect, such illegality or unenforceability shall not affect other provisions or applications which can be given effect and this Agreement shall be construed as if the unlawful or unenforceable provision or application had never been contained herein or prescribed hereby. All representations and warranties contained in this Agreement shall survive the execution, delivery and performance of this Agreement and the creation and payment of the Obligations.

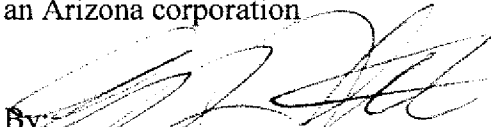
*[Remainder of this page intentionally left blank]*

**THE PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED ON OR PERTAINING TO THIS AGREEMENT.**

IN WITNESS WHEREOF, the parties have executed this Trademark Security Agreement as of the date written above.


"DEBTOR"

ESS INTERNATIONAL CORPORATION,  
an Arizona corporation

By:   
Name: ED ZALSTUL  
Title: CEO/Treas

"SECURED PARTY"

TMI HOLDINGS, INC.,  
a California corporation

By:   
Name: Mark Singer  
Title: President