

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
S&B Industries Inc.		02/01/2008	CORPORATION: DELAWARE
4004 Incorporated		02/01/2008	CORPORATION: PENNSYLVANIA
4004 LLC		02/01/2008	LIMITED LIABILITY COMPANY: DELAWARE
Baller Brands LLC		02/01/2008	LIMITED LIABILITY COMPANY: DELAWARE
Favored Brands LLC		02/01/2008	LIMITED LIABILITY COMPANY: DELAWARE
Pro Air LLC		02/01/2008	LIMITED LIABILITY COMPANY: NEVADA
S&B Retail China LLC		02/01/2008	LIMITED LIABILITY COMPANY: DELAWARE
S&B Retail India LLC		02/01/2008	LIMITED LIABILITY COMPANY: DELAWARE
Star Band LLC		02/01/2008	LIMITED LIABILITY COMPANY: DELAWARE
Steel Bolt Construction LLC		02/01/2008	LIMITED LIABILITY COMPANY: DELAWARE
Stellar Brands LLC		02/01/2008	LIMITED LIABILITY COMPANY: DELAWARE
Steve & Barry's Alabama LLC		02/01/2008	LIMITED LIABILITY COMPANY: ALABAMA
Steve & Barry's Arizona LLC		02/01/2008	LIMITED LIABILITY COMPANY: ARIZONA
Steve & Barry's Arkansas LLC		02/01/2008	LIMITED LIABILITY COMPANY: ARKANSAS
Steve & Barry's California LLC		02/01/2008	LIMITED LIABILITY COMPANY: CALIFORNIA
Steve & Barry's Colorado LLC		02/01/2008	LIMITED LIABILITY COMPANY: COLORADO
Steve & Barry's Connecticut LLC		02/01/2008	LIMITED LIABILITY COMPANY: CONNECTICUT
Steve & Barry's CP LLC		02/01/2008	LIMITED LIABILITY COMPANY: MICHIGAN

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Steve & Barry's Florida LLC		02/01/2008	LIMITED LIABILITY COMPANY: FLORIDA
Steve & Barry's Georgia LLC		02/01/2008	LIMITED LIABILITY COMPANY: GEORGIA
Steve & Barry's GLC LLC		02/01/2008	LIMITED LIABILITY COMPANY: MICHIGAN
Steve & Barry's Hawaii LLC		02/01/2008	LIMITED LIABILITY COMPANY: HAWAII
Steve & Barry's Idaho LLC		02/01/2008	LIMITED LIABILITY COMPANY: IDAHO
Steve & Barry's Illinois LLC		02/01/2008	LIMITED LIABILITY COMPANY: ILLINOIS
Steve & Barry's Indiana LLC		02/01/2008	LIMITED LIABILITY COMPANY: INDIANA
Steve & Barry's International LLC		02/01/2008	LIMITED LIABILITY COMPANY: DELAWARE
Steve & Barry's Iowa LLC		02/01/2008	LIMITED LIABILITY COMPANY: IOWA
Steve & Barry's Kansas LLC		02/01/2008	LIMITED LIABILITY COMPANY: KANSAS
Steve & Barry's Kentucky LLC		02/01/2008	LIMITED LIABILITY COMPANY: KENTUCKY
Steve & Barry's LLC		02/01/2008	LIMITED LIABILITY COMPANY: DELAWARE
Steve & Barry's Louisiana LLC		02/01/2008	LIMITED LIABILITY COMPANY: LOUISIANA
Steve & Barry's Maine LLC		02/01/2008	LIMITED LIABILITY COMPANY: MAINE
Steve & Barry's Manhattan LLC		02/01/2008	LIMITED LIABILITY COMPANY: NEW YORK
Steve & Barry's Maryland LLC		02/01/2008	LIMITED LIABILITY COMPANY: MARYLAND
Steve & Barry's Massachusetts LLC		02/01/2008	LIMITED LIABILITY COMPANY: MASSACHUSETTS
Steve & Barry's Michigan LLC		02/01/2008	LIMITED LIABILITY COMPANY: MICHIGAN
Steve & Barry's Midwest LLC		02/01/2008	LIMITED LIABILITY COMPANY: MICHIGAN
Steve & Barry's Minnesota LLC		02/01/2008	LIMITED LIABILITY COMPANY: MINNESOTA
Steve & Barry's Mississippi LLC		02/01/2008	LIMITED LIABILITY COMPANY: MISSISSIPPI
Steve & Barry's Missouri LLC		02/01/2008	LIMITED LIABILITY COMPANY: MISSOURI
Steve & Barry's Nebraska LLC		02/01/2008	LIMITED LIABILITY COMPANY: NEBRASKA

TRADEMARK

REEL: 003719 FRAME: 0049

Steve & Barry's Nevada LLC		02/01/2008	LIMITED LIABILITY COMPANY: NEVADA
Steve & Barry's New Jersey LLC		02/01/2008	LIMITED LIABILITY COMPANY: NEW JERSEY
Steve & Barry's New Mexico LLC		02/01/2008	LIMITED LIABILITY COMPANY: NEW MEXICO
Steve & Barry's New York LLC		02/01/2008	LIMITED LIABILITY COMPANY: NEW YORK
Steve & Barry's North Carolina LLC		02/01/2008	LIMITED LIABILITY COMPANY: NORTH CAROLINA
Steve & Barry's Oakland LLC		02/01/2008	LIMITED LIABILITY COMPANY: MICHIGAN
Steve & Barry's Ohio LLC		02/01/2008	LIMITED LIABILITY COMPANY: OHIO
Steve & Barry's Oklahoma LLC		02/01/2008	LIMITED LIABILITY COMPANY: OKLAHOMA
Steve & Barry's Pennsylvania LLC		02/01/2008	LIMITED LIABILITY COMPANY: PENNSYLVANIA
Steve & Barry's South Carolina LLC		02/01/2008	LIMITED LIABILITY COMPANY: SOUTH CAROLINA
Steve & Barry's South Michigan LLC		02/01/2008	LIMITED LIABILITY COMPANY: MICHIGAN
Steve & Barry's Tennessee LLC		02/01/2008	LIMITED LIABILITY COMPANY: TENNESSEE
Steve & Barry's Texas LLC		02/01/2008	LIMITED LIABILITY COMPANY: TEXAS
Steve & Barry's Utah LLC		02/01/2008	LIMITED LIABILITY COMPANY: UTAH
Steve & Barry's Virginia LLC		02/01/2008	LIMITED LIABILITY COMPANY: VIRGINIA
Steve & Barry's Washington LLC		02/01/2008	LIMITED LIABILITY COMPANY:
Steve & Barry's West Virginia LLC		02/01/2008	LIMITED LIABILITY COMPANY: WEST VIRGINIA
Steve & Barry's Wisconsin LLC		02/01/2008	LIMITED LIABILITY COMPANY: WISCONSIN
Stone Barn LLC		02/01/2008	LIMITED LIABILITY COMPANY: OHIO
Stone Barn Trading LLC		02/01/2008	LIMITED LIABILITY COMPANY: DELAWARE
Striking Brands LLC		02/01/2008	LIMITED LIABILITY COMPANY: DELAWARE
Swift Building LLC		02/01/2008	LIMITED LIABILITY COMPANY: DELAWARE
Symbolic Brands LLC		02/01/2008	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

TRADEMARK
REEL: 003719 FRAME: 0050

Name:	General Electric Capital Corporation, as Agent
Street Address:	401 Merrit 7
City:	Norwalk
State/Country:	CONNECTICUT
Postal Code:	06851
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 28

Property Type	Number	Word Mark
Registration Number:	3264385	4004
Serial Number:	78882592	BUILTRITE
Serial Number:	77147567	EVERYBODY LOVES THE LONGBALL
Serial Number:	77147536	EVERYONE LOVES THE LONGBALL
Serial Number:	77193996	UNISOURCE
Serial Number:	77194009	UNISOURCE GROUP
Serial Number:	77178147	FAVORED BRANDS
Serial Number:	77178154	BALLER BRANDS
Serial Number:	77178134	STRIKING BRANDS
Serial Number:	77178024	SYMBOLIC BRANDS
Serial Number:	77178159	STELLAR BRANDS
Registration Number:	3189172	STEVE & BARRY'S
Serial Number:	78756839	SB
Serial Number:	78756827	S&B
Serial Number:	78859708	DO YOU FEEL ME?
Serial Number:	78859696	YOU FEEL ME?
Serial Number:	77036351	S.L.A.M. TOUR
Serial Number:	77036512	SLAM TOUR
Serial Number:	77037222	SPORTS LIFESTYLE AND MUSIC TOUR
Serial Number:	77154805	
Serial Number:	77154790	BELIEVE IT
Serial Number:	77216610	FOR AROUND \$10
Serial Number:	77311774	S&B MIX
Serial Number:	77216649	SIMPLE TRUTHS
Registration Number:	2399262	STEVE & BARRY'S UNIVERSITY SPORTSWEAR
Serial Number:	77063928	STEVE & BARRY'S UNIVERSITY SPORTSWEAR

Serial Number:	77331612	PREVOR AND SHORE
Serial Number:	77331677	PREVOR & SHORE

CORRESPONDENCE DATA

Fax Number: (617)951-8736
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 617-951-8464
Email: paula.mazzeo@bingham.com
Correspondent Name: Paula A. Mazzeo
Address Line 1: 150 Federal Street
Address Line 2: c/o Bingham McCutchen LLP
Address Line 4: Boston, MASSACHUSETTS 02110

NAME OF SUBMITTER:	Paula A. Mazzeo
Signature:	/PAMazzeo/
Date:	02/04/2008

Total Attachments: 8
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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of February 1, 2008, by S&B INDUSTRIES INC., a Delaware corporation (the "Parent"), the Subsidiaries of the Parent listed on the signature pages hereto or from time to time party hereto pursuant to a Joinder Agreement (the Parent and each such Subsidiary are sometimes collectively referred to herein as the "Grantors" and individually as a "Grantor"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation, in its capacity as Agent for Lenders.

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof by and among the Grantors, Agent and the Persons signatory thereto from time to time as Lenders (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Lenders have agreed to make the Loans and to incur Letter of Credit Obligations for the benefit of Grantors;

WHEREAS, Agent and Lenders are willing to make the Loans and to incur Letter of Credit Obligations as provided for in the Credit Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for itself and the ratable benefit of Lenders, that certain Security Agreement dated as of the date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, each Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement and Annex A thereto.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to Agent, on behalf of itself and Lenders, a continuing security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all reissues, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.


4. INTERCREDITOR AGREEMENT. The Grantors and the Agent acknowledge that the exercise of certain of the Agent's rights and remedies hereunder may be subject to, and restricted by, the provisions of the Intercreditor Agreement. Except as specified herein, nothing contained in the Intercreditor Agreement shall be deemed to modify any of the provisions hereof and the other Loan Documents, which, as among the Grantors, the Agent, and the Lenders shall remain in full force and effect.

[signature page follows]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

S&B Industries Inc.
4004 Incorporated
4004 LLC
Baller Brands LLC
Favored Brands LLC
Pro Air LLC
S&B Retail China LLC
S&B Retail India LLC
Star Band LLC
Steel Bolt Construction LLC
Stellar Brands LLC
Steve & Barry's Alabama LLC
Steve & Barry's Arizona LLC
Steve & Barry's Arkansas LLC
Steve & Barry's California LLC
Steve & Barry's Colorado LLC
Steve & Barry's Connecticut LLC
Steve & Barry's CP LLC
Steve & Barry's Florida LLC
Steve & Barry's Georgia LLC
Steve & Barry's GLC LLC
Steve & Barry's Hawaii LLC
Steve & Barry's Idaho LLC
Steve & Barry's Illinois LLC
Steve & Barry's Indiana LLC
Steve & Barry's International LLC
Steve & Barry's Iowa LLC
Steve & Barry's Kansas LLC
Steve & Barry's Kentucky LLC
Steve & Barry's LLC
Steve & Barry's Louisiana LLC
Steve & Barry's Maine LLC

Steve & Barry's Manhattan LLC
Steve & Barry's Maryland LLC
Steve & Barry's Massachusetts LLC
Steve & Barry's Michigan LLC
Steve & Barry's Midwest LLC
Steve & Barry's Minnesota LLC
Steve & Barry's Mississippi LLC
Steve & Barry's Missouri LLC
Steve & Barry's Nebraska LLC
Steve & Barry's Nevada LLC
Steve & Barry's New Jersey LLC
Steve & Barry's New Mexico LLC
Steve & Barry's New York LLC
Steve & Barry's North Carolina LLC
Steve & Barry's Oakland LLC
Steve & Barry's Ohio LLC
Steve & Barry's Oklahoma LLC
Steve & Barry's Pennsylvania LLC
Steve & Barry's South Carolina LLC
Steve & Barry's South Michigan LLC
Steve & Barry's Tennessee LLC
Steve & Barry's Texas LLC
Steve & Barry's Utah LLC
Steve & Barry's Virginia LLC
Steve & Barry's Washington LLC
Steve & Barry's West Virginia LLC
Steve & Barry's Wisconsin LLC
Stone Barn LLC
Stone Barn Trading LLC
Striking Brands LLC
Swift Building LLC
Symbolic Brands LLC

By: 
Name: Barry Prevor
Title: Chairman

(Signature Page to Trademark Security Agreement)

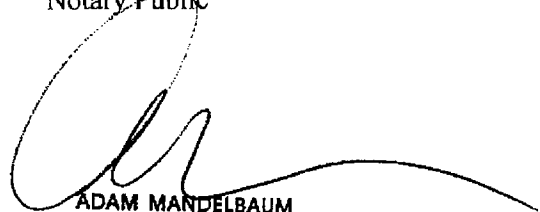
ACKNOWLEDGMENT OF GRANTORS

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

On this 31st day of January, 2008 before me personally appeared Benny Pleisz, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of the entities listed on the signature page of the said foregoing instrument, who being by me duly sworn did depose and say that he is an authorized officer of said entities, that the said instrument was signed on behalf of said entities as authorized by their Board of Directors and that he acknowledged said instrument to be the free act and deed of said entities.

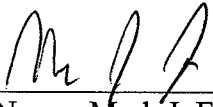
Notary Public

{seal}


ADAM MANDELBAUM
NOTARY PUBLIC-STATE OF NEW YORK
No. 02MA6041750
Qualified in Suffolk County
My Commission Expires May 16, 2010

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL
CORPORATION, as Agent

By: 
Name: Mark J. Forti
Title: Managing Director

SCHEDULE I

TRADEMARKS

<u>Owner</u>	<u>Registration # or Serial #</u>	<u>Trademark</u>
4004 Incorporated	78756953 Registration # 3264385	4004
4004 Incorporated	78882592	Builtrite
4004 Incorporated	77147567	Everybody Loves the Longball
4004 Incorporated	77147536	Everyone Loves The Longball
S&B Industries	77193996	Unisource
S&B Industries	77194009	Unisource Group
Stellar Brands, LLC	77178147	Favored Brands
Stellar Brands, LLC	77178154	Baller Brands
Stellar Brands, LLC	77178134	Striking Brands
Stellar Brands, LLC	77178024	Symbolic Brands
Stellar Brands, LLC	77178159	Stellar Brands
Steve & Barry's LLC	78756812 Registration #: 3189172	Steve & Barry's
Steve & Barry's LLC	78756839	SB

Steve & Barry's LLC	78756827	S&B
Steve & Barry's LLC	78859708	Do You Feel Me?
Steve & Barry's LLC	78859696	You Feel Me?
Steve & Barry's LLC	77036351	S.L.A.M. Tour
Steve & Barry's LLC	77036512	SLAM Tour
Steve & Barry's LLC	77037222	Sports Lifestyle And Music Tour
Steve & Barry's LLC	77154805	
Steve & Barry's LLC	77154790	Believe it
Steve & Barry's LLC	77216610	For Around \$10

Steve & Barry's LLC	77311774	S&B MIX
Steve & Barry's LLC	77216649	Simple Truths
Steve & Barry's Michigan LLC (Formerly Steve & Barry's MI LLC and Steve & Barry's Michigan, Inc.)	75654133 Registration #: 2399262	<i>Steve & Barry's University Sportswear</i>
Steve & Barry's LLC	77063928	Steve & Barry's University Sportswear
Steve & Barry's LLC	77331612	PREVOR AND SHORE
Steve & Barry's LLC	77331677	PREVOR & SHORE

LICENSES

None.