

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

|                              |                   |
|------------------------------|-------------------|
| <b>SUBMISSION TYPE:</b>      | NEW ASSIGNMENT    |
| <b>NATURE OF CONVEYANCE:</b> | SECURITY INTEREST |

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

**TRADEMARK**

**REEL: 003723 FRAME: 0406**

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

**TRADEMARK**

**REEL: 003723 FRAME: 0407**

RECEIVING PARTY DATA

|                   |                                     |
|-------------------|-------------------------------------|
| Name:             | PrenSB, LLC, as Agent               |
| Street Address:   | 623 Fifth Avenue                    |
| Internal Address: | 32nd Floor                          |
| City:             | New York                            |
| State/Country:    | NEW YORK                            |
| Postal Code:      | 10022                               |
| Entity Type:      | LIMITED LIABILITY COMPANY: DELAWARE |

PROPERTY NUMBERS Total: 28

| Property Type        | Number   | Word Mark                             |
|----------------------|----------|---------------------------------------|
| Registration Number: | 3264385  | 4004                                  |
| Registration Number: | 3189172  | STEVE & BARRY'S                       |
| Registration Number: | 2399262  | STEVE & BARRY'S UNIVERSITY SPORTSWEAR |
| 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                        |
| 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                         |
| Serial Number: | 77063928 | STEVE & BARRY'S UNIVERSITY SPORTSWEAR |
| Serial Number: | 77331612 | PREVOR AND SHORE                      |
| Serial Number: | 77331677 | PREVOR & SHORE                        |

**CORRESPONDENCE DATA**

Fax Number: (703)415-1557

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

Phone: 703-415-1555

Email: mail@specializedpatent.com

Correspondent Name: Christopher E. Kondracki

Address Line 1: 2001 Jefferson Davis, Hwy., Suite 1007

Address Line 4: Arlington, VIRGINIA 22202

|                         |                            |
|-------------------------|----------------------------|
| ATTORNEY DOCKET NUMBER: | 8020802                    |
| NAME OF SUBMITTER:      | Christopher E. Kondracki   |
| Signature:              | /Christopher E. Kondracki/ |
| Date:                   | 02/20/2008                 |

**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 PrenSB, LLC, a Delaware limited liability company, in its capacity as Agent for Lenders.

### **WITNESSETH:**

WHEREAS, pursuant to that certain Term Loan 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 Term Loans for the benefit of the Grantors;

WHEREAS, Agent and Lenders are willing to make the Term Loans 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.

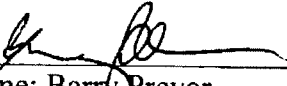
4. INTERCREDITOR AGREEMENT. The Grantors and the Agent acknowledge that the exercise of certain of the Agent's rights and remedies hereunder may be subject to, and restricted by, the provisions of the Intercreditor Agreement. Except as specified herein, nothing contained in the Intercreditor Agreement 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



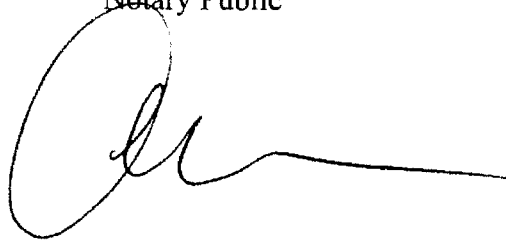
**ACKNOWLEDGMENT OF GRANTORS**

STATE OF New York )  
COUNTY OF Nassau ) ss.

On this 31<sup>st</sup> day of January, 2008, before me personally appeared Barry Prevor, 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 corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

{seal}

Notary Public



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

ACCEPTED AND ACKNOWLEDGED BY:

PrenSB, LLC, as Agent

By: *Prevue Capital Management, LP; its Manager*

By: *Matthew Hoffman*

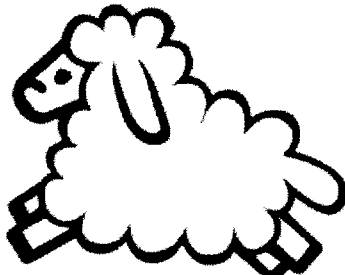
Name: *Matthew Hoffman*

Title: *General Counsel*

SCHEDULE A

TRADEMARKS

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

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

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

LICENSES

None.