

**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
COOGI Partners, LLC		08/23/2003	LIMITED LIABILITY COMPANY: NEW YORK

**RECEIVING PARTY DATA**

<b>Name:</b>	Bruce J Weisfeld
<b>Street Address:</b>	350 Fifth Avenue
<b>Internal Address:</b>	Suite 6617
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10118
<b>Entity Type:</b>	INDIVIDUAL: UNITED STATES

<b>Name:</b>	Norman M Weisfeld
<b>Street Address:</b>	350 Fifth Avenue
<b>Internal Address:</b>	Suite 6617
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10118
<b>Entity Type:</b>	INDIVIDUAL: UNITED STATES

**PROPERTY NUMBERS Total: 9**

Property Type	Number	Word Mark
Registration Number:	1499662	COOGI
Registration Number:	1946161	COOGI
Registration Number:	2475698	DU BLUE
Registration Number:	2608723	DOWN UNDER BLUE
Registration Number:	3344614	
Registration Number:	2900635	COOGI

CH \$240.00 1499662

Registration Number:	2522925	SOUL OF AUSTRALIA
Serial Number:	76499449	COOGI CIII
Serial Number:	76499448	CIII

**CORRESPONDENCE DATA**

Fax Number: (212)983-0772  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 212-986-1200  
Email: wcox@gordonherlands.com  
Correspondent Name: William H. Cox  
Address Line 1: 355 Lexington Avenue  
Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER:	3051.16
NAME OF SUBMITTER:	William H. Cox
Signature:	/William H. Cox/
Date:	03/31/2008

**Total Attachments: 9**  
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Copyright and Trademark Security Agreement

SECURITY AGREEMENT, dated August 22, 2003, between COOGI PARTNERS, LLC, a New York limited liability company, with offices at 112 Windsor Gate, Lake Success, New York (the "Debtor") and Bruce J. Weisfeld and Norman M. Weisfeld, 350 Fifth Avenue, Suite 6617, New York, New York 10118 (collectively the "Secured Party").

Debtor and Secured Party hereby agree as follows:

SECTION 1. Definitions; Interpretation.

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

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

"Business Loan Agreement" means that certain Business Loan Agreement, dated as of the date hereof, between Debtor and Secured Party.

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

"Copyright Office" means the United States Copyright Office.

"Obligations" shall mean all obligations of Debtor to Secured Party under the \$7,000,000.00 Promissory Note of even date herewith (the "Note").

"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 Debtor; (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 Business Loan Agreement shall also be applicable to this Agreement and are incorporated herein by this reference.

SECTION 2. Security Interest.

(a) Grant of Security Interest. As security for the payment and performance of the Obligations, Debtor hereby assigns, transfers and conveys to the Secured Party, and grants a security interest in and mortgage to the Secured Party of, all of Debtor'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 Debtor now has or hereafter owns, acquires or develops an interest and wherever located (collectively, the "Collateral"):

(i) All of Debtor's present and future United States registered copyrights and copyright registrations, including Debtor's United States registered copyrights and copyright registrations listed in Schedule A to this Agreement, all of Debtor's present and future United States applications for copyright registrations, including Debtor's United States applications for copyright registrations listed in Schedule A to this Agreement, and all of Debtor's present and future copyrights that are not registered in the Copyright Office including, without limitation, derivative works (collectively, the "Copyrights"), and any and all royalties, payments, and other amounts payable to Debtor in connection with the Copyrights, together with all renewals and extensions of the Copyrights, the right to recover for all past, present, and future infringements of the Copyrights, and all manuscripts, documents, writings, tapes, disks, storage media, computer programs, computer databases, computer program flow diagrams, source codes, object codes and all tangible property embodying or incorporating the Copyrights, and all other rights of every kind whatsoever accruing thereunder or pertaining thereto;

(ii) 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;

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

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

(v) 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.

(vi) All of Debtor's right, title and interest in and to any and all present and future license agreements with respect to the Copyrights;

(vii) All present and future accounts and other rights to payment arising from, in connection with or relating to the Copyrights; and

(viii) All cash and non-cash proceeds of any and all of the foregoing.

(b) **Continuing Security Interest.** Debtor 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) Upon the occurrence of any event of default under the Note which is not cured within the applicable grace or cure period, the Obligations shall be immediately due and payable and Secured Party shall have all rights and remedies available to a secured party under the UCC and elsewhere under applicable law, which rights and remedies may be exercised simultaneously or in any order.

**SECTION 3. Supplement to Business Loan Agreement.** This Agreement has been entered into in conjunction with the security interests granted to Secured Party under the Business Loan Agreement or other security agreements executed by Borrower on even date herewith. 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 Business Loan Agreement or any other security agreements executed by Borrower on even date herewith, all terms and provisions of which are incorporated herein by reference.

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

(a) **Copyright Registrations.** A true and correct list of all of Debtor's United States registered copyrights and copyright registrations is set forth in Schedule A.

(b) **Applications for Copyright Registration.** A true and correct list of all of Debtor's United States applications for copyright registrations is set forth in Schedule A.

(c) **Trademarks.** A true and correct list of all of the existing Collateral consisting of U.S. and foreign trademarks, trademark registrations or applications owned by Debtor, in whole or in part, is set forth in Schedule A.

**SECTION 5. Further Acts.** On a continuing basis, Debtor 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 or 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 Debtor'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 Copyright Office 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

Copyrights with the Copyright Office, at the expense of Debtor. In addition, Debtor authorizes Secured Party to file financing statements describing the Collateral in any UCC filing office deemed appropriate by Secured Party. If the Debtor shall at any time hold or acquire a commercial tort claim arising with respect to the Collateral, the Debtor shall immediately notify Secured Party in a writing signed by the Debtor 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. Debtor shall give Secured Party prompt notice of any additional United States copyright registrations or applications therefor after the date hereof. Debtor authorizes Secured Party unilaterally to modify this Agreement by amending Schedule A to include any future United States registered copyrights or applications therefor of Debtor. 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.

SECTION 7. Binding Effect. This Agreement shall be binding upon, inure to the benefit of and be enforceable by Debtor, Secured Party and their respective successors and assigns. Debtor may not assign, transfer, hypothecate or otherwise convey its rights, benefits, obligations or duties hereunder except as specifically permitted by the Business Loan Agreement.

SECTION 8. 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 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 9. Entire Agreement; Amendment. This Agreement, the Business Loan Agreement, the Note and other Documents (as such term is defined in the Business Loan Agreement) (collectively, herein "Loan Documents") together with the Schedules hereto and thereto, 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 Business Loan Agreement. Notwithstanding the foregoing, Secured Party unilaterally may re-execute this Agreement or modify, amend or supplement the Schedules hereto as provided in Section 6 hereof. To the extent that any provision of this Agreement conflicts with any provision of the Loan Documents, 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 the Loan Documents.

SECTION 10. 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.

SECTION 11. Termination. Upon payment and performance in full of all Obligations, the security interests created by this Agreement shall terminate and Secured Party (at Debtor's expense) shall promptly execute and deliver to Debtor such documents and instruments reasonably requested by Debtor as shall be necessary to evidence termination of all such security interests given by Debtor to Secured Party hereunder, including cancellation of this Agreement by written notice from Secured Party to the Copyright Office.

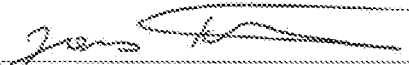
SECTION 12. No Inconsistent Requirements. Debtor acknowledges that this Agreement and the other documents, agreements and instruments entered into or executed in connection herewith may contain covenants and other terms and provisions variously stated regarding the same or similar matters, and Debtor agrees that all such covenants, terms and provisions are cumulative and all shall be performed and satisfied in accordance with their respective terms.

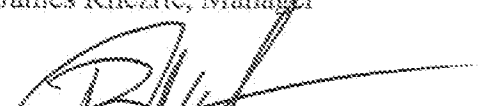
SECTION 13. Severability. If one or more provisions contained in this Agreement shall be invalid, illegal or unenforceable in any respect in any jurisdiction or with respect to any party, such invalidity, illegality or unenforceability in such jurisdiction or with respect to such party shall, to the 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 14. Notices. All notices and other communications hereunder shall be in writing and shall be mailed, sent or delivered in accordance with the Business Loan Agreement.

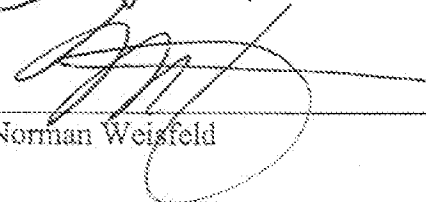
IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement, as of the date first above written.

DEBTOR:  
**COOGI PARTNERS, LLC**  
a New York Limited Liability Company

By:   
James Khezrie, Manager

By:   
Bruce J. Weisfeld, Manager

SECURED PARTY  
  
Bruce Weisfeld

  
Norman Weisfeld

**SCHEDULE A**  
**Copyrights, Trademarks and Registrations**

[See attached]



## COOGI Applications and Registrations

Updated - 8/7/03

COUNTRY: United States

<u>Mark</u>	<u>Status</u>	<u>Appl. or Reg. No.</u>	<u>Int'l Class</u>	<u>Comments</u>
COOGI	Registered	1499662(8/9/88)	25	Assgmt rec. 12/16/02 at reel/frame 002643/0723 and 002643/0736. Need to get regn reissued. 8 & 15 filed 1/3/94. Renewal due 8/9/08
COOGI	Registered	1946161(1/9/96)	25	Change of Name filed 12/16/02, Reel/Frame 002642/0872. Assgmt rec. 12/16/02 at reel/frame 002642/0887. Need to get regn reissued. 8 & 15 filed 12/19/01. Renewal due 1/9/06
COOGI	Pending	76/481864(1/13/03)	9, 12, 27	
DU BLUE	Registered	2475698(8/7/01)	14, 18, 25	Change of Name filed 12/16/02, Reel/Frame 002643/0721. Assgmt rec. 12/16/02 at reel/frame 002643/0736. 8 & 15 Due 8/7/06-07 Renewal 8/7/11
DOWN UNDER BLUE	Registered	2608723(8/20/02)	14, 18, 25	Change of Name filed 12/16/02, Reel/Frame 002643/0721. Assgmt rec. 12/16/02 at reel/frame 002643/0736.

8&15 Due 8/20/07-08  
Renewal 8/20/12

COOGI	Pending	78/162490	3	Filed - 9/10/02 Assgnmt rec. 12/16/02 at reel/frame 002643/0736.
COOGI	Pending	78/162496	9	Filed - 9/10/02 Assgnmt rec. 12/16/02 at reel/frame 002643/0736.
COOGI	Pending	78/162499	14	Filed - 9/10/02 Assgnmt rec. 12/16/02 at reel/frame 002643/0736.
COOGI	Pending	78/162503	18	Filed - 9/10/02 Assgnmt rec. 12/16/02 at reel/frame 002643/0736.
COOGI	Pending	78/162507	25	Filed - 9/10/02 Assgnmt rec. 12/16/02 at reel/frame 002643/0736.
DOWN UNDER BLUE	Pending	76/087626		Change of Name filed 12/16/02, Reel/Frame 002643/0721. Assgnmt rec. 12/16/02 at reel/frame 002643/0736. Filed 7/12/2000 Allowed 8/21/02
DU BLUE	Pending	76/087876		Change of Name filed 12/16/02, Reel/Frame 002643/0721. Assgnmt rec. 12/16/02 at reel/frame 002643/0736. Filed 7/12/2000

Allowed 8/13/02

Circle Device Registered		2569827(5/14/02)	25	Change of Name filed 12/16/02, Reel/Frame 002643/0746 8&15 Due 5/14/07-08 Renewal 5/14/12
SOUL OF AUSTRALIA Registered		2522925(12/25/01)	25	Change of Name filed 12/16/02, Reel/Frame 002643/0746 8&15 - 12/25/06-07 Renewal 12/25/11
COOGI	Pending	78/160745	3	Filed - 9/4/02
COOGI	Pending	78/160744	9	Filed - 9/4/02
COOGI	Pending	78/160743	14	Filed - 9/4/02
COOGI	Pending	78/160741	18	Filed - 9/4/02
COOGI	Pending	78/160740	25	Filed - 9/4/02
COOGI				
CHI	Pending	76/499449	3,9,14,18,24,25	
CHI	Pending	76/499448	3,9,14,18,24,25	
CHI & Design	Pending	76/511318	25	Filed 4/14/03
Misc. Design				
Circle w/ bar	Pending	76/511321	25	Filed 4/14/03
Misc. Design Boomerang	Pending	76/511319	25	Filed 4/14/03

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