

**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
MTTM WORLDWIDE, LLC		03/06/2008	LIMITED LIABILITY COMPANY: NEW YORK

**RECEIVING PARTY DATA**

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

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

**PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Registration Number:	3287374	MARRIED TO THE MOB

**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@janveygordon.com

**CH \$40.00 3287374**

Correspondent Name: William H. Cox  
Address Line 1: 355 Lexington Avenue  
Address Line 2: 10th Floor  
Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER:

3051.33

NAME OF SUBMITTER:

William H. Cox

Signature:

/William H. Cox/

Date:

04/03/2008

**Total Attachments: 7**

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## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT ("Agreement"), dated as of March 6, 2008, is entered into between MTTM WORLDWIDE, LLC, a New York limited liability company ("Grantor"), which has a mailing address at 112 Windsor Gate, Lake Success, New York 11020, and Bruce Weisfeld and Norman Weisfeld and their affiliates (the "Weisfelds"), who have a mailing address at 21 Overlook Road, Scarsdale, New York 10583-3011.

### RECITALS

A. Grantor, pursuant to a Guaranty of even date herewith (the "Guaranty"), has guaranteed certain loans made by the Weisfelds to Grantor's affiliate, MTTM NYC, LLC, as more fully described in the MTTM NYC, LLC operating agreement of even date herewith (hereinafter collectively referred to as the "Weisfeld Loans"); and

B. Grantor is the owner of certain intellectual property, identified below, in which Grantor is granting a security interest to the Weisfelds.

NOW THEREFORE, in consideration of the mutual promises, covenants, conditions, representations, and warranties hereinafter set forth and for other good and valuable consideration, the parties hereto mutually agree as follows:

#### 1. DEFINITIONS.

The following terms, as used in this Agreement, have the following meanings:

**"Code"** means the New York Uniform Commercial Code, as amended and supplemented from time to time, and any successor statute.

**"Collateral"** means:

(i) the trademark "MARRIED TO THE MOB" (including without limitation the trademark applications and trademark registrations listed on Exhibit A attached hereto, as the same may be updated hereafter from time to time), and all trademark rights with respect, thereto throughout the world, including all proceeds thereof (including license royalties and proceeds of infringement suits), and rights to renew and extend such trademarks and trademark rights;

(ii) all of Grantor's right, title and interest to register trademark claims under any state or federal trademark law or regulation of any foreign country and to apply for, renew, and extend the trademark registrations and trademark rights, the right (without obligation) to sue or bring opposition or cancellation proceedings in the name of Grantor or in the name of the Weisfelds for past, present, and future infringements of the Trademark, registrations, or trademark rights and all rights (but not obligations) corresponding thereto in the United States and any foreign country; and

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

**"Obligations"** means all obligations, liabilities, and indebtedness of Grantor to Weisfelds pursuant to the Guaranty or under the Weisfeld Loans.

"Trademark" shall have the meaning set forth in Section 3.1 below.

## 2. GRANT OF SECURITY INTEREST.

To secure the complete and timely payment and performance of all Obligations, and without limiting any other security interest Grantor has granted to the Weisfelds, Grantor hereby grants, assigns, and conveys to the Weisfelds a security interest in Grantor's entire right, title, and interest in and to the Collateral.

## 3. REPRESENTATIONS, WARRANTIES AND COVENANTS.

Grantor hereby represents, warrants, and covenants that:

3.1 **Trademark.** A true and complete schedule setting forth all U.S. and foreign trademark registrations and applications for the trademark "MARRIED TO THE MOB" (the "Trademark") owned or controlled by Grantor, together with a summary description and full information in respect of the filing or issuance thereof and expiration dates is set forth on Exhibit A.

3.2 **Validity; Enforceability.** The Trademark is valid and enforceable, and Grantor is not presently aware of any past, present, or prospective claim by any third party that the Trademark is invalid or unenforceable, or that the use of the Trademark violates the rights of any third person, or of any basis for any such claims.

3.3 **Title.** Grantor is the sole and exclusive owner of the entire and unencumbered right, title, and interest in and to the Trademark, and trademark registrations and applications, free and clear of any liens, charges, and encumbrances, including pledges, assignments, licenses, shop rights, and covenants by Grantor not to sue third persons.

3.4 **Notice.** Grantor has used and will continue to use proper statutory notice in connection with its use of the Trademark.

3.5 **Quality.** Grantor has used and will continue to use consistent standards of high quality (which may be consistent with Grantor's past practices) in the manufacture, sale, and delivery of products and services sold or delivered under or in connection with the Trademark, including, to the extent applicable, in the operation and maintenance of its merchandising operations, and will continue to maintain the validity of the Trademark.

3.6 **Perfection or Security Interest.** Except for the filing of financing statements and filings with the United States Patent and Trademark Office necessary to perfect the security interests created hereunder, no authorization, approval, or other action by, and no notice to or filing with, any governmental authority or regulatory body is required either for the grant by Grantor of the security interest hereunder or for the execution, delivery, or performance of this Agreement by Grantor or for the perfection of or the exercise by the Weisfelds of their rights hereunder to the Collateral in the United States and the Weisfelds are receiving a perfected first-priority security interest in the Collateral.

## 4. LITIGATION AND PROCEEDINGS.

Grantor shall commence and diligently prosecute in its own name, as the real party in interest, for its own benefit, and its own expense, such suits, administrative proceedings, or other action for infringement or other damages as are in its reasonable business judgment necessary to protect the Collateral. Grantor shall provide to the Weisfelds any information with respect thereto requested by the Weisfelds. The Weisfelds shall provide at Grantor's expense all necessary cooperation in connection with any such suits, proceedings, or action, including, without limitation, joining as a necessary party. Following Grantor's becoming aware thereof, Grantor shall notify the Weisfelds of the institution of, or any adverse determination in, any proceeding in the United States Patent and Trademark Office, or any United States, state, or foreign court regarding Grantor's claim of ownership in the Trademark, its right to apply for the same, or its right to keep and maintain such trademark rights.

## 5. POWER OF ATTORNEY.

Grantor hereby appoints the Weisfelds as Grantor's true and lawful attorney, with full power of substitution, to do any or all of the following, in the name, place and stead of Grantor: (a) file this Agreement (or an abstract hereof) or any other document describing the Weisfelds' interest in the Collateral with the United States Patent and Trademark Office; (b) execute any modification to Exhibit A to this Agreement to reflect any new applications or registrations; (c) take any action and execute any instrument which the Weisfelds may deem necessary or advisable to accomplish the purposes of this Agreement; and (d) following a default in any of Grantor's Obligations: (i) endorse Grantor's name on all applications, documents, papers and instruments necessary for the Weisfelds to use or maintain the Collateral; (ii) ask, demand, collect, sue for, recover, impound, receive, and give acquittance and receipts for money due or to become due under or in respect of any of the Collateral; (iii) file any claims or take any action or institute any proceedings that the Weisfelds may deem necessary or desirable for the collection of any of the Collateral or otherwise enforce the Weisfelds' rights with respect to any of the Collateral, and (iv) assign, pledge, convey, or otherwise transfer title in or dispose of the Collateral to any person.

## 6. SPECIFIC REMEDIES.

Upon the occurrence of any default in any of Grantor's Obligations, the Weisfelds shall have, in addition to, other rights given by law or in this Agreement, all of the rights and remedies with respect to the Collateral of a secured party under the Code, including the following:

6.1 **Notification.** The Weisfelds may notify licensees to make royalty payments on license agreements directly to the Weisfelds;

6.2 **Sale.** The Weisfelds may sell or assign the Collateral and associated goodwill at public or private sale for such amounts and at such time or times as the Weisfelds deem advisable. Any requirement of reasonable notice of any disposition of the Collateral shall be satisfied if such notice is sent to Grantor five (5) days prior to such disposition. Grantor shall be credited with the net proceeds of such sale only when they are actually received by the Weisfelds, and Grantor shall continue to be liable for any deficiency remaining after the Collateral is sold or collected. If the sale is to be a public sale, the Weisfelds shall also give notice of the time and place by publishing a notice one time at least five (5) days before the date of the sale in a newspaper of general circulation in the county in which the sale is to be held. To the maximum extent permitted by applicable law, the Weisfelds may be the purchaser of any or all of the Collateral and associated goodwill at any public sale and shall be entitled, for the

purpose of bidding and making settlement or payment of the purchase price for all or any portion of the Collateral sold at any public sale, to use and apply all or any part of the Obligations as a credit on account of the purchase price of any collateral payable by the Weisfelds at such sale.

## **7. GENERAL PROVISIONS.**

**7.1 Effectiveness.** This Agreement shall be binding and deemed effective when executed by Grantor and the Weisfelds.

**7.2 Notices.** All notices, demands or requests ("Notices") which are required or permitted to be given pursuant to this Agreement shall be in writing. Notices shall be delivered personally, by overnight courier such as Federal Express or by registered or certified mail, postage prepaid, addressed to a party at its address first set forth above. Any party to this Agreement may change their address for notices by notice given pursuant to this section.

**7.3 No Waiver.** No course of dealing between Grantor and the Weisfelds, nor any failure to exercise nor any delay in exercising, on the part of the Weisfelds, any right, power, or privilege under this Agreement or under the Guaranty any other agreement, shall operate as a waiver. No single or partial exercise of any right, power, or privilege under this Agreement or under the Guaranty or any other agreement by the Weisfelds shall preclude any other or further exercise of such right, power, or privilege or the exercise of any other right, power, or privilege by the Weisfelds.

**7.4 Rights Are Cumulative.** All of the Weisfelds' rights and remedies with respect to the Collateral whether established by this Agreement, the Guaranty, or any other documents or agreements, or by law shall be cumulative and may be exercised concurrently or in any order.

**7.5 Successors.** The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties; provided that Grantor may not transfer any of the Collateral or any rights hereunder, without the prior written consent of the Weisfelds, except as specifically permitted hereby.

**7.6 Severability.** The provisions of this Agreement are severable. If any provision of this Agreement is held invalid or unenforceable in whole or in part in any jurisdiction, then such invalidity, or unenforceability shall affect only such provision, or part thereof, in such jurisdiction, and shall not in any manner affect such provision or part thereof in any other jurisdiction, or any other provision of this Agreement in any jurisdiction.

**7.7 Entire Agreement.** This Agreement is subject to modification only by a writing signed by the parties, except as provided in Section 4 of this Agreement. To the extent that any provision of this Agreement conflicts with any provision of the Guaranty, the provision giving the Weisfelds 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 the Weisfelds under the Guaranty. This Agreement, the Guaranty, and the documents relating thereto comprise the entire agreement of the parties with respect to the matters addressed in this Agreement.

**7.8 Fees and Expenses.** Grantor shall pay to the Weisfelds on demand all reasonable costs and expenses that the Weisfelds pay or incur in connection with the negotiation, preparation, consummation, administration, enforcement, and termination of this

Agreement, including: (a) reasonable attorneys' and paralegals' fees and disbursements of counsel to the Weisfelds; (b) costs and expenses (including reasonable attorneys' and paralegals' fees and disbursements) for any amendment, supplement, waiver, consent, or subsequent closing in connection with this Agreement and the transactions contemplated hereby; (c) costs and expenses of lien and title searches; (d) taxes, fees, and other charges for filing this Agreement at the United States Patent and Trademark Office, or for filing financing statements, and continuations, and other actions to perfect, protect, and continue the security interest created hereunder; (e) sums paid or incurred to pay any amount or take any action required of Grantor under this Agreement that Grantor fails to pay or take; (f) costs and expenses of preserving and protecting the Collateral; and (g) costs and expenses (including reasonable attorneys' and paralegals' fees and disbursements) paid or incurred to enforce the security interest created hereunder, sell or otherwise realize upon the Collateral, and otherwise enforce the provisions of this Agreement, or to defend any claims made or threatened against the Weisfelds arising out of the transactions contemplated hereby (including preparations for the consultations concerning any such matters). The foregoing shall not be construed to limit any other provisions of this Agreement or the Guaranty regarding costs and expenses to be paid by Grantor. The parties agree that reasonable attorneys' and paralegals' fees and costs incurred in enforcing any judgment are recoverable as a separate item in addition to fees and costs incurred in obtaining the judgment and that the recovery of such attorneys' and paralegals' fees and costs is intended to survive any judgment, and is not to be deemed merged into any judgment.

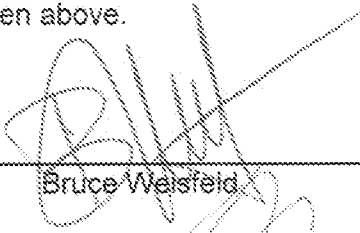
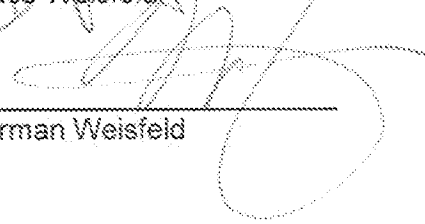
**7.9 Release.** At such time as Grantor shall completely satisfy all of the Obligations and the Guaranty shall be terminated, the Weisfelds shall execute and deliver to Grantor all assignments and other instruments as may be reasonably necessary or proper to terminate the Weisfelds' security interest in the Collateral, subject to any disposition of the Collateral which may have been made by the Weisfelds pursuant to this Agreement. For the purpose of this Agreement, the Obligations shall be deemed to continue if Grantor enters into any bankruptcy or similar proceeding at a time when any amount paid to the Weisfelds could be ordered to be repaid as a preference or pursuant to a similar theory, and shall continue until it is finally determined that no such repayment can be ordered.

**7.10 Governing Law.** The validity and interpretation of this Agreement and the rights and obligations of the parties shall be governed by the Laws of the State of New York, excluding its conflict of law rules to the extent such rules would apply the law of another jurisdiction, and the United States. The parties agree that all actions or proceedings arising in connection with this Agreement shall be tried and litigated only in the state and federal courts located in the County of New York, State of New York or, at the sole option of the Weisfelds, in any other court in which the Weisfelds shall initiate legal or equitable proceedings and which has subject matter jurisdiction over the matter in controversy, each of Grantor and the Weisfelds waive, to the extent permitted under applicable law, any right they may have to assert the doctrine of forum non conveniens or to object to venue to the extent any proceeding is brought in accordance with this Section.

**7.11 Waiver or Right to Jury Trial.** **THE WEIFELDS AND GRANTOR EACH HEREBY WAIVE THE RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED UPON, ARISING OUT OF, OR IN ANY WAY RELATING TO: (I) THIS AGREEMENT OR (II) ANY OTHER PRESENT OR FUTURE INSTRUMENT OR AGREEMENT BETWEEN THE WEIFELDS AND GRANTOR; OR (III) ANY CONDUCT, ACTS OR OMISSIONS OF THE WEIFELDS OR GRANTOR OR ANY OF THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, ATTORNEYS OR ANY OTHER PERSONS AFFILIATED WITH THE**

**WEISFELDS OR GRANTOR; IN EACH OF THE FOREGOING CASES, WHETHER SOUNDING IN CONTRACT OR TORT OR OTHERWISE.**

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first written above.

  
\_\_\_\_\_  
Bruce Weisfeld  
  
\_\_\_\_\_  
Norman Weisfeld


MTTM WORLDWIDE, LLC  
By:   
\_\_\_\_\_  
Bruce Weisfeld, Manager



Exhibit A

TRADEMARK APPLICATIONS AND REGISTRATIONS

**COUNTRY:** United States

<u>Mark</u>	<u>Status</u>	<u>Appl. or Reg. No.</u>	<u>Int'l Class</u>	<u>Comments</u>
MARRIED TO THE MOB	Registered	3287374	25	Registered 9/4/07

**COUNTRY:** International Application (Australia, European Union, Netherlands Antilles,  
Norway, Russia, Singapore, Switzerland)

<u>Mark</u>	<u>Status</u>	<u>Appl. or Reg. No.</u>	<u>Int'l Class</u>	<u>Comments</u>
MARRIED TO THE MOB	Pending	A0011641	25	Filed 13/6/08