

05-16-2008

Form PTO-1594 (Rev. 07/05)  
OMB Collection 0651-0027 (exp. 6/30/2008)

DEPARTMENT OF COMMERCE  
Patent and Trademark Office



REC: TI  
CON 5/5/08

103503515

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

S&B Industries Inc.

- Individual(s)
- General Partnership
- Corporation - State: DE
- Other
- Association
- Limited Partnership

Citizenship (see guidelines)

Additional names of conveying parties attached?  Yes  No

3. Nature of conveyance / Execution Date(s) :

Execution Date(s) 02/01/2008

- Assignment
- Security Agreement
- Other Corrective Doc at R/F 003723/0405
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached?  Yes  No

Name: PrenSB, LLC

Internal

Address:

Street Address: 623 Fifth Avenue, 32nd Floor

City: New York

State: New York

Country: US Zip: 10022

- Association
- General Partnership
- Limited Partnership
- Corporation

Other Liability Company Citizenship DE

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and Identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Christopher E. Kondracki

Internal Address:

Street Address: 2001 Jefferson Davis Hwy  
Suite 1007

City: Arlington

State: VA Zip: 22202

Phone Number:

Fax Number: 703-415-1557

Email Address: mail@specializedpatent.com

6. Total number of applications and registrations involved:

28

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 715.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment information:

a. Credit Card Last 4 Numbers \_\_\_\_\_  
Expiration Date \_\_\_\_\_

b. Deposit Account Number 19-3545

Authorized User Name Christopher E. Kondracki

9. Signature:

Christopher E. Kondracki  
Signature

5-5-08  
Date

Christopher E. Kondracki  
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: **31**

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

**Conveying Party(ies)  
Continuation of the Information in Item 1**

4004 Incorporated	Pennsylvania – Corporation
4004 LLC	Delaware - Limited Liability Company
Baller Brands LLC	Delaware – Limited Liability Company
Favored Brands LLC	Delaware – Limited Liability Company
Pro Air LLC	Nevada - Limited Liability Company
S&B Retail China LLC	China – Limited Liability Company
S&B Retail India LLC	India – Limited Liability Company
Star Band LLC	Delaware – Limited Liability Company
Steel Bolt Construction LLC	Delaware – Limited Liability Company
Stellar Brands LLC	Delaware – Limited Liability Company
Steve & Barry's Alabama LLC	Alabama – Limited Liability Company
Steve & Barry's Arizona LLC	Arizona – Limited Liability Company
Steve & Barry's Arkansas LLC	Arkansas – Limited Liability Company
Steve & Barry's California LLC	California – Limited Liability Company
Steve & Barry's Colorado LLC	Colorado – Limited Liability Company
Steve & Barry's Connecticut LLC	Connecticut – Limited Liability Company
Steve & Barry's CP LLC	Michigan – Limited Liability Company
Steve & Barry's Florida LLC	Florida – Limited Liability Company
Steve & Barry's Georgia LLC	Georgia – Limited Liability Company
Steve & Barry's GLC LLC	Michigan – Limited Liability Company
Steve & Barry's Hawaii LLC	Hawaii – Limited Liability Company
Steve & Barry's Idaho LLC	Idaho – Limited Liability Company
Steve & Barry's Illinois LLC	Illinois – Limited Liability Company
Steve & Barry's Indiana LLC	Indiana – Limited Liability Company
Steve & Barry's International LLC	Delaware – Limited Liability Company
Steve & Barry's Iowa LLC	Iowa – Limited Liability Company
Steve & Barry's Kansas LLC	Kansas – Limited Liability Company
Steve & Barry's Kentucky LLC	Kentucky – Limited Liability Company
Steve & Barry's LLC	Delaware - Limited Liability Company
Steve & Barry's Louisiana LLC	Louisiana – Limited Liability Company
Steve & Barry's Maine LLC	Maine – Limited Liability Company
Steve & Barry's Manhattan LLC	New York – Limited Liability Company
Steve & Barry's Maryland LLC	Maryland – Limited Liability Company
Steve & Barry's Massachusetts LLC	Massachusetts – Limited Liability Company
Steve & Barry's Michigan LLC	Michigan – Limited Liability Company
Steve & Barry's Midwest LLC	Michigan – Limited Liability Company
Steve & Barry's Minnesota LLC	Minnesota – Limited Liability Company
Steve & Barry's Mississippi LLC	Mississippi – Limited Liability Company
Steve & Barry's Missouri LLC	Missouri – Limited Liability Company
Steve & Barry's Nebraska LLC	Nebraska – Limited Liability Company
Steve & Barry's Nevada LLC	Nevada – Limited Liability Company
Steve & Barry's New Jersey LLC	New Jersey – Limited Liability Company

**Conveying Party(ies)  
Continuation of the Information in Item 1**

Steve & Barry's New Mexico LLC	New Mexico – Limited Liability Company
Steve & Barry's New York LLC	New York – Limited Liability Company
Steve & Barry's North Carolina LLC	North Carolina – Limited Liability Company
Steve & Barry's Oakland LLC	Michigan – Limited Liability Company
Steve & Barry's Ohio LLC	Ohio – Limited Liability Company
Steve & Barry's Oklahoma LLC	Oklahoma – Limited Liability Company
Steve & Barry's Pennsylvania LLC	Pennsylvania – Limited Liability Company
Steve & Barry's South Carolina LLC	South Carolina – Limited Liability Company
Steve & Barry's South Michigan LLC	Michigan – Limited Liability Company
Steve & Barry's Tennessee LLC	Tennessee – Limited Liability Company
Steve & Barry's Texas LLC	Texas – Limited Liability Company
Steve & Barry's Utah LLC	Utah – Limited Liability Company
Steve & Barry's Virginia LLC	Virginia – Limited Liability Company
Steve & Barry's Washington LLC	Washington – Limited Liability Company
Steve & Barry's West Virginia LLC	West Virginia – Limited Liability Company
Steve & Barry's Wisconsin LLC	Wisconsin – Limited Liability Company
Stone Barn LLC	Ohio – Limited Liability Company
Stone Barn Trading LLC	Delaware – Limited Liability Company
Striking Brands LLC	Delaware – Limited Liability Company
Swift Building LLC	Delaware – Limited Liability Company
Symbolic Brands LLC	Delaware – Limited Liability Company

**Trademark Registration and Application Number (s)**  
**Continuation of Items 4A & 4B**

<b>Application Number</b>	<b>Registration Number</b>
78882592	3264385
77147567	3189172
77147536	2399262
77193996	
77194009	
77178147	
77178154	
77178134	
77178024	
77178159	
78756812	
78756839	
78756827	
78859708	
78859696	
77036351	
77036512	
77037222	
77154805	
77154790	
77216610	
77311774	
77216649	
77063928	
77331612	
77331677	

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
Stylesheet Version v1.1

02/20/2008  
90009809

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	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
Baiter 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

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 LLC	<i>Should be Steve &amp; Barry's Hawaii LLC</i>	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

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: WASHINGTON
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

Name:	FranSB, 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: 26

Property Type	Number	Word Mark
Registration Number:	3284386	4004
Registration Number:	3188172	STEVE & BARRY'S
Registration Number:	2398282	STEVE & BARRY'S UNIVERSITY SPORTSWEAR
Serial Number:	78882682	BUILTRITE
Serial Number:	77147867	EVERYBODY LOVES THE LONGBALL
Serial Number:	77147836	EVERYONE LOVES THE LONGBALL
Serial Number:	77193986	UNISOURCE
Serial Number:	77194008	UNISOURCE GROUP
Serial Number:	77178147	FAVORED BRANDS
Serial Number:	77178154	BALLER BRANDS
Serial Number:	77178134	STRIKING BRANDS
Serial Number:	77178024	SYMBOLIC BRANDS
Serial Number:	77178158	STELLAR BRANDS
Serial Number:	78758839	SB
Serial Number:	78758827	S&B
Serial Number:	78890708	DO YOU FEEL ME?
Serial Number:	78898888	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:	77331812	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  
source=S&B Industries#page1.tif  
source=S&B Industries#page2.tif  
source=S&B Industries#page3.tif  
source=S&B Industries#page4.tif  
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source=S&B Industries#page8.tif

### 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  
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 Steve & Barry's Idaho LLC  
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 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 Prevot  
 Title: Chairman

**ACKNOWLEDGMENT OF GRANTORS**

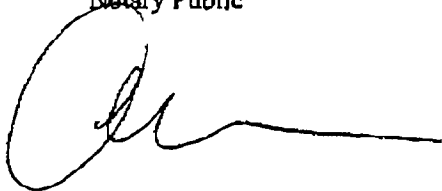
STATE OF New York )  
COUNTY OF Nassau )

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.

Notary Public

(seal)



ADAM MANDELBAUM  
NOTARY PUBLIC-STATE OF NEW YORK  
No. B2MA6041750  
Qualified in Suffolk County  
My Commission Expires May 15, 2010

ACCEPTED AND ACKNOWLEDGED BY:

PrenSB, LLC, as Agent

By: *Preance Capital Management, LP, its Manager*

By: *Mattew Holman*

Name: *Mattew Holman*


Title: *General Counsel*

SCHEDULE A

TRADEMARKS

Owner	Registration # or Serial #	Trademark
4004 Incorporated	78756953 Registration # 3264385	4004
4004 Incorporated	78882592	Bullrite
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	77178158	Stellar Brands
Steve & Barry's LLC	78756812 Registration #: 3189172	Steve & Barry's
Steve & Barry's LLC	78756839	SB

13

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	<b>S&amp;B MIX</b>
Steve & Barry's LLC	77216649	<b>Simple Truths</b>
Steve & Barry's Michigan LLC (Formerly Steve & Barry's MI LLC and Steve & Barry's Michigan, Inc.)	75654133 Registration #: 2399262	<b>Steve &amp; Barry's University Sportswear</b>
Steve & Barry's LLC	77063928	<b>Steve &amp; Barry's University Sportswear</b>
Steve & Barry's LLC	77331812	<b>PREVOR AND SHORE</b>
Steve & Barry's LLC	77331677	<b>PREVOR &amp; SHORE</b>

LICENSES

None.