

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
King Kold, LLC		05/14/2008	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Bank of America, N.A.		
Street Address:	335 Madison Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	Banking Institution:		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	1025815	RATNER'S	
Registration Number:	1460256	KING KOLD	
CORRESPONDENCE DATA			
Fax Number:	(212)836-6337		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	212-836-7319		
Email:	psomelofske@kayescholer.com		
Correspondent Name:	Paul J. Somelofske c/o Kaye Scholer LLP		
Address Line 1:	425 Park Avenue		
Address Line 2:	16-06		
Address Line 4:	New York, NEW YORK 10022-3598		
ATTORNEY DOCKET NUMBER:	03191-0091		
NAME OF SUBMITTER:	Paul J. Somelofske		
Signature:	/Paul J. Somelofske/		

CH \$65.00 1025815

Date:

06/23/2008

Total Attachments: 3

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SECURITY AGREEMENT

(TRADEMARKS)

WHEREAS, King Kold, LLC, a Delaware limited liability company (herein referred to as "Grantor"), has adopted, used and is using the trademarks listed on the annexed **Schedule 1** annexed hereto as part hereof, which trademarks are registered in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, Grantor is obligated to Bank of America, N.A., individually and as agent (referred to herein as the "Grantee"), for itself and certain other parties, for the payment and performance of certain indebtedness and other obligations (the "Secured Obligations"); and

WHEREAS, pursuant to various security agreements, Grantor has granted to Grantee a security interest in all right, title and interest of Grantor in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof (the "Trademark Collateral"), to secure the payment, performance and observance of the Secured Obligations;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Grantor does hereby further grant to Grantee a security interest in the Trademark Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

Grantor does hereby further acknowledge and affirm that the rights and remedies of Grantee 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 hereby incorporated herein by reference as if fully set forth herein.

Grantee's address is 335 Madison Avenue, New York, NY 10017.

IN WITNESS WHEREOF, Grantor has caused this Security Agreement to be
duly executed by its officer thereunto duly authorized as of the 14th day of May, 2008.

KING KOLD, LLC

By: 

Name:

Title:

Bruce HAIR Bassidy
CEO

SCHEDULE 1 TO SECURITY AGREEMENT

TRADEMARKS AND TRADEMARK APPLICATIONS

Trademark	Registration Date	Filing or Registration Number
Ratner's	11-25-75	1025815
King Kold	10-06-87	1460256