

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
King Kold, LLC		05/14/2008	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Harbinger Capital Partners Master Fund I, Ltd.		
<b>Street Address:</b>	555 Madison Avenue, 16th Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10022		
<b>Entity Type:</b>	CORPORATION: CAYMAN ISLANDS		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	1025815	RATNER'S	
Registration Number:	1460256	KING KOLD	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(646)728-2841		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	617.951.7000		
<b>Email:</b>	tmfilings@fishneave.com		
<b>Correspondent Name:</b>	Nicole D. Park		
<b>Address Line 1:</b>	Ropes & Gray LLP		
<b>Address Line 2:</b>	One International Place		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02110-2624		
<b>ATTORNEY DOCKET NUMBER:</b>	105780-0009		
<b>NAME OF SUBMITTER:</b>	Nicole D. Park		
<b>Signature:</b>	/Nicole D. Park/		

CH \$65.00 1025815

Date:

06/24/2008

**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 Harbinger Capital Partners Master Fund I, Ltd., as administrative agent (referred to herein as the "Grantee"), and the other Secured Parties, as such term is defined in the Omnibus Pledge and Security Agreement, dated as of May 14, 2008 (as further amended, restated, supplemented or otherwise modified, the "Omnibus Security Agreement"), by and among Grantor, the other Pledgors party thereto and the Grantee for the payment and performance of the Secured Obligations (as defined in the Loan Agreement (as defined in the Omnibus Security Agreement)); and

WHEREAS, pursuant to the Omnibus Security Agreement, 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 Omnibus Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

Grantee's address is 1 Harmon Plaza, Secaucus, New Jersey 07094.

Notwithstanding anything herein to the contrary, the liens and security interests granted to the Agent pursuant to this Agreement in any Collateral and the exercise of any right or remedy by the Agent with respect to any Collateral hereunder are subject to the provisions of the Amended and Restated Intercreditor Agreement, dated as of May 14, 2008 (as further amended, restated, supplemented and/or otherwise modified from time to time, the "Intercreditor Agreement"), among Parent, the other Grantors from time to time party thereto, Bank of America, N.A., as First-Lien Agent, and Harbinger Capital Partners Master Fund I, Ltd., as Second-Lien Term Loan Agent, and certain other Persons party or that may become party thereto from time to time. In the event of any conflict between the terms and provisions of the Intercreditor Agreement and the terms and provisions of this Agreement, the terms and provisions of the Intercreditor Agreement shall govern and control.

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

KING KOLD, LLC

By:   
Name: Bruce H. Kelly  
Title: CEO

SCHEDULE I TO SECURITY AGREEMENT

TRADEMARKS

Trademark	Registration Date	Filing or Registration Number
Ratner's	10-06-87	1025815
King Kold	05-28-85	1460256