

**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
American Utex International Limited		06/18/2008	CORPORATION: NEW YORK

**RECEIVING PARTY DATA**

Name:	CIT Business Credit Canada Inc.
Street Address:	207 Queens Quay West
Internal Address:	Suite 700
City:	Toronto
State/Country:	CANADA
Postal Code:	M5J 1A7
Entity Type:	CORPORATION: CANADA

**PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Registration Number:	2606809	MASSIMO MODA COLLEZIONE

**CORRESPONDENCE DATA**

Fax Number: (215)564-8120  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 215-564-8051  
 Email: kgibson@stradley.com  
 Correspondent Name: Christopher Rosenbleeth, Esquire  
 Address Line 1: 2600 One Commerce Square  
 Address Line 2: Stradley Ronon Stevens & Young, LLP  
 Address Line 4: Philadelphia, PENNSYLVANIA 19103-7098

ATTORNEY DOCKET NUMBER:	183961-0002
-------------------------	-------------

**DOMESTIC REPRESENTATIVE**

Name:  
 Address Line 1:

CH \$40.00 2606809

Address Line 2:

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:

Christopher Rosenbleeth

Signature:

/cr/

Date:

07/02/2008

**Total Attachments: 3**

source=American Utex TM SA#page1.tif

source=American Utex TM SA#page2.tif

source=American Utex TM SA#page3.tif

Security Agreement

Trademarks

WHEREAS, American Utex International Limited, a New York corporation (herein referred to as "**Grantor**"), has adopted, used and is using the trademarks and service marks listed in **Schedule A** attached hereto and made a part hereof, which trademarks and service marks are registered or pending registration in the United States Patent and Trademark Office, and has adopted, used and is using the common law trademarks, service marks and trade names listed in **Schedule B** attached hereto and made a part hereof (collectively, the "**Trademarks**");

WHEREAS, Grantor has agreed to guarantee the obligations of Utex Corporation ("**Borrower**") to CIT BUSINESS CREDIT CANADA INC. (herein referred to as "**Agent**"), as agent and for itself and other Lenders, and has entered into a Deed of Hypothec and Issue of Bonds dated as of the date hereof (the "**Deed of Hypothec**") among Grantor, Borrower and Agent, for the benefit of itself and the other Lenders;

WHEREAS, pursuant to the Deed of Hypothec, Grantor has granted to Agent, for the benefit of the Lenders, a security interest in, and mortgage on, *inter alia*, all right, title and interest of Grantor in and to the Trademarks, together with other Intellectual Property Rights, and the proceeds of the foregoing, all as more fully described in the Deed of Hypothec (the "**Collateral**"), to secure the payment, performance and observance of the Secured Obligations; and

WHEREAS, this Agreement does not supersede, amend, modify, revise or limit the Deed of Hypothec, and is intended to supplement the Deed of Hypothec and evidence and perfect Agent's security interest in the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Grantor does hereby further grant to Agent, for the benefit of the Lenders, a security interest in, and mortgage on, the 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 Agent with respect to the assignment of, security interest in and mortgage on the Collateral made and granted hereby are more fully set forth in the Deed of Hypothec, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. Capitalized terms used but not defined herein shall have the meanings given to such terms in the Deed of Hypothec.

Agent's address is 207 Queens Quay West, Suite 700, Toronto, Ontario M5J 1A7.

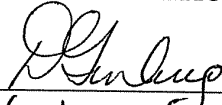
IN WITNESS WHEREOF, Grantor has caused this Agreement to be duly executed by its duly authorized officer as of the 18 day of June, 2008.

**AMERICAN UTEX INTERNATIONAL LIMITED**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

  
David Gurbey  
President

B # 800219 v.1

**TRADEMARK**  
**REEL: 003808 FRAME: 0206**

SCHEDULE A

U.S. Registered Trademarks

<u>Name</u>	<u>App No.</u>	<u>Reg. Number</u>
MASSIMO MODA COLLEZIONE	76147016	2606809

U.S. Pending Applications

None.

SCHEDULE B

U.S. Common Law Trademarks/Service Marks

<u>Trademark/Service Marks</u>	<u>Date of First Use</u>	<u>Comment</u>
--------------------------------	--------------------------	----------------

None.

Common Law Trade Names

<u>Trade Name</u>	<u>Date of First Use</u>	<u>Comment</u>
-------------------	--------------------------	----------------

None.