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
Free Country, Ltd.		06/24/2008	CORPORATION: NEW YORK

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A.
Street Address:	270 Park Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10017
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Serial Number:	77499027	FREE TECH
Serial Number:	78304541	FREE2B
Serial Number:	77496779	AQUA TECH
Serial Number:	77432455	X2O
Serial Number:	77409911	LATITUDE 360°
Registration Number:	2890240	FREE COUNTRY
Registration Number:	2801781	MICROTECH
Registration Number:	1970137	FREE COUNTRY

OP $215.00 77499027

CORRESPONDENCE DATA

Fax Number: (212)912-7751

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 212-912-7659

Email: esmith@tpw.com

Correspondent Name: E. Lee Smith

Address Line 1: Two World Financial Center

Address Line 2:	Thacher Proffitt and Wood LLP
Address Line 4:	New York, NEW YORK 10281

ATTORNEY DOCKET NUMBER:	19894-00035
NAME OF SUBMITTER:	E. Lee Smith
Signature:	/E. Lee Smith/
Date:	08/06/2008

Total Attachments: 10
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT ("Agreement") is dated as of June 24, 2008 and made by and between FREE COUNTRY, LTD., a Delaware corporation located at 80 West 40th Street, 4th Floor, New York, New York 10018, Attn: Ira Schwartz (the "Debtor"), and JPMORGAN CHASE BANK, N.A. as secured party (in such capacity, the "Secured Party").

Recitals

Debtor and Secured Party have entered into that certain Continuing Security Agreement dated as of June 24, 2008 (as the same may be amended, modified, supplemented, renewed, extended or restated from time to time, the "Security Agreement").

Pursuant to the terms of the Security Agreement, Debtor has granted to Secured Party a lien upon and security interest in all General Intangibles of Debtor, including, without limitation all of Debtor's right, title and interest in, to and under all now owned and hereafter acquired trademarks together with any goodwill pertaining to such trademarks, and the proceeds and products thereof, to secure the payment and performance of the Liabilities.

Capitalized terms used and not otherwise defined herein shall have the meanings ascribed to such terms in the Security Agreement.

Agreement

NOW, THEREFORE, in order to induce the Secured Party to enter into the Security Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Debtor hereby represents, warrants, covenants, agrees, assigns and grants as follows:

SECTION 1. Definitions. Unless the context otherwise requires, terms defined in the Uniform Commercial Code of the State of New York (the "Uniform Commercial Code") and not otherwise defined in this Agreement or in the Security Agreement shall have the meanings defined for those terms in the Uniform Commercial Code. In addition, the following term shall have the meaning set forth below:

"Trademark Collateral" means all present and future right, title and interest of the Debtor in or to any:

(a) trademarks, trademark registrations, service marks, trade names and trademark applications for any of the foregoing in the United States Patent and Trademark Office or in any other office or with any other official anywhere in the world or which are used in the United States or any state, territory or possession thereof, or in any other place, nation or jurisdiction anywhere in the world, including, without limitation, the trademarks, trademark registrations, service marks, service mark registrations and trademark applications listed on Schedule A attached hereto and made a part hereof, and (i) all renewals thereof, (ii) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto,

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including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future (x) infringements thereof or (y) injury to the goodwill associated therewith, (iii) the right to sue for past, present and future infringements thereof, and (iv) all rights corresponding thereto throughout the world (all of the foregoing trademarks, and trademark registrations, trade names, service marks, service mark registrations and applications, together with the items described in clauses (i) through (iv) in this subparagraph (a), are sometimes hereinafter individually and/or collectively referred to as the "Trademarks");

(b) license agreements with any other party in connection with any Trademarks or such other party's trademarks or trademark applications, whether the Debtor is a licensor or licensee under any such license agreements, including, but not limited to, the license agreements listed on Schedule B attached hereto and made a part hereof, and the right to prepare for sale, sell and advertise for sale, all of the inventory now or hereafter owned by the Debtor and now or hereafter covered by such license agreements (all of the foregoing being hereinafter referred to collectively as the "Licenses");

(c) The goodwill of the Debtor's business connected with and symbolized by the Trademarks; and

(d) All rights, remedies, powers and/or privileges of the Debtor with respect to any of the foregoing.

SECTION 2. Creation of Security Interest. The Debtor hereby assigns, pledges and grants to the Secured Party a security interest in and to, all right, title and interest of the Debtor in and to all presently existing and hereafter acquired Trademark Collateral.

SECTION 3. New Trademarks. The Debtor represents and warrants that the Trademarks and Licenses listed on Schedules A and B constitute all of the trademarks, applications, trade names, service marks (for which registrations have been issued and/or applications have been filed by the Debtor as of the date hereof) and license agreements relating to Trademarks entered into by the Debtor. If the Debtor shall, after the date hereof, (i) obtain rights to any new trademarks, service marks or trade names for which registrations have been issued and/or applications for registration and/or issuance have been filed or (ii) enter into any new trademark license agreements, the provisions of this Agreement shall automatically apply thereto, and the Debtor shall give to the Secured Party written notice thereof at least once every fiscal quarter. The Debtor hereby authorizes the Secured Party to modify this Agreement by amending Schedules A and B to include all such future trademarks, trademark applications, trade names, service marks, service mark registrations, trademark registrations and license agreements.

SECTION 4. Security Agreement. Debtor hereby acknowledges and affirms that the rights and remedies of the Secured Party with respect to the lien and 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. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

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SECTION 5. Secured Party shall provide to Debtor written notice of the initiation of any suit against any party based upon that parties infringement of any of the Trademark Collateral.

SECTION 6. Termination. The security interest granted in this Agreement shall continue in full force and effect until released in accordance with the provisions of the Security Agreement.

SECTION 7. **GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.**

IN WITNESS WHEREOF, the Debtor and Secured Party have executed this Agreement by their respective duly authorized representatives as of the date first written above.

DEBTOR

FREE COUNTRY, LTD.

By: _____
Name: IRA SCHWARTZ.
Title: C.E.O.

SECURED PARTY

JPMORGAN CHASE BANK, N.A.

By: _____
Name: JOSEPH J. NASTRI
Title: SENIOR VICE PRESIDENT

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SCHEDULE A

TRADEMARKS

Mark	Reg. Date/Application Date	Class(es)	Status
FREE COUNTRY	April 23, 1996	25	Registered
FREE COUNTRY	September 24, 2004	18, 25	Registered
MICROTECH	January 23, 2002	24	Registered
FREE2B	September 24,2003	25	Pending
LATITUDE 360°	February 29,2008	25	Pending
X20	March 26, 2008	25	Pending
AQUA TECH	June 11, 2008	25	Pending
FREE TECH	June 13, 2008	25	Pending

SCHEDULE B
LICENSE AGREEMENTS

(None)

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]
Ashley-Anne Orth 212-912-7790

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

Ashley-Anne Orth
Thacher Proffitt & Wood LLP
Two World Financial Center
New York, NY 10281

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME
Free Country, Ltd.

OR

1b. INDIVIDUAL'S LAST NAME | FIRST NAME | MIDDLE NAME | SUFFIX

1c. MAILING ADDRESS: 80 West 40th Street | CITY: New York | STATE: NY | POSTAL CODE: 10018 | COUNTRY: USA

1d. TAX ID #: SSN OR EIN | ADD'L INFO RE ORGANIZATION DEBTOR | 1e. TYPE OF ORGANIZATION: Corporation | 1f. JURISDICTION OF ORGANIZATION: Delaware | 1g. ORGANIZATIONAL ID #, if any ☐ NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME

OR

2b. INDIVIDUAL'S LAST NAME | FIRST NAME | MIDDLE NAME | SUFFIX

2c. MAILING ADDRESS | CITY | STATE | POSTAL CODE | COUNTRY

2d. TAX ID #: SSN OR EIN | ADD'L INFO RE ORGANIZATION DEBTOR | 2e. TYPE OF ORGANIZATION | 2f. JURISDICTION OF ORGANIZATION | 2g. ORGANIZATIONAL ID #, if any ☐ NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME
JPMorgan Chase Bank, N.A.

OR

3b. INDIVIDUAL'S LAST NAME | FIRST NAME | MIDDLE NAME | SUFFIX

3c. MAILING ADDRESS: 270 Park Avenue | CITY: New York | STATE: NY | POSTAL CODE: 10017 | COUNTRY: USA

4. This FINANCING STATEMENT covers the following collateral:

Please see Exhibit A attached

5. ALTERNATIVE DESIGNATION [if applicable]: ☐ LESSEE/LESSOR ☐ CONSIGNEE/CONSIGNOR ☐ BAILEE/BAILOR ☐ SELLER/BUYER ☐ AG. LIEN ☐ NON-UCC FILING

6. ☐ This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS. Attach Addendum [if applicable]

7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) [ADDITIONAL FEE] [optional] ☐ All Debtors ☐ Debtor 1 ☐ Debtor 2

8. OPTIONAL FILER REFERENCE DATA

TPW # 19894-00035 To be filed in the United States Patent and Trade Office

EXHIBIT A

Debtor: Free Country, Ltd.
80 West 40th Street
New York, New York 10018

Secured Party: JPMorgan Chase Bank, N.A.
270 Park Avenue
New York, New York 10017

The UCC Financing Statement to which this Exhibit A is attached and of which it forms a part, is filed in connection with the Trademark Security Agreement, dated as of June 24, 2008 (as may be amended, restated or modified from time to time, the "Security Agreement"), among the Debtor, as the debtor (the "Debtor"), and the Secured Party, as the secured party (the "Secured Party"), and Debtor grants to Secured Party a fully perfected first priority security interest in all of Debtor's rights, title and interest in and to the "Trademark Collateral" (as defined below):

The following terms have the following meanings:

"Trademark Collateral" means all present and future right, title and interest of the Debtor in or to any:

(a) trademarks, trademark registrations, service marks, trade names and trademark applications for any of the foregoing in the United States Patent and Trademark Office or in any other office or with any other official anywhere in the world or which are used in the United States or any state, territory or possession thereof, or in any other place, nation or jurisdiction anywhere in the world, including, without limitation, the trademarks, trademark registrations, service marks, service mark registrations and trademark applications listed on Schedule A attached hereto and made a part hereof, and (i) all renewals thereof, (ii) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future (x) infringements thereof or (y) injury to the goodwill associated therewith, (iii) the right to sue for past, present and future infringements thereof, and (iv) all rights corresponding thereto throughout the world (all of the foregoing trademarks, and trademark registrations, trade names, service marks, service mark registrations and applications, together with the items described in clauses (i) through (iv) in this subparagraph (a), are sometimes hereinafter individually and/or collectively referred to as the "Trademarks");

(b) license agreements with any other party in connection with any Trademarks or such other party's trademarks or trademark applications, whether the Debtor is a licensor or licensee under any such license agreements, including, but not limited to, the license agreements listed on Schedule B attached hereto and made a part hereof, and the right to prepare for sale, sell and advertise for sale, all of the inventory now or hereafter owned by the Debtor and

now or hereafter covered by such license agreements (all of the foregoing being hereinafter referred to collectively as the "Licenses");

(c) The goodwill of the Debtor's business connected with and symbolized by the Trademarks; and

(d) All rights, remedies, powers and/or privileges of the Debtor with respect to any of the foregoing.

All capitalized terms used, but not defined herein, shall have the meaning ascribed to such terms in the Security Agreement.

FILING LOCATION: UNITED STATES PATENT AND TRADE OFFICE

SCHEDULE A

TRADEMARKS

Mark	Reg Date	Class(es)	Status
FREE COUNTRY	April 23, 1996	25	Registered
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FREE TECH	June 13, 2008	25	Pending

SCHEDULE B
LICENSE AGREEMENTS

(None)