

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Confirmatory Assignment of Security Interest

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
PrenSB, LLC		08/21/2008	LIMITED LIABILITY COMPANY: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	Bay Harbour Master Ltd.
<b>Street Address:</b>	885 Third Avenue
<b>Internal Address:</b>	34th Floor
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10022
<b>Entity Type:</b>	Cayman Islands exempted company: CAYMAN ISLANDS

**PROPERTY NUMBERS Total: 28**

Property Type	Number	Word Mark
Registration Number:	3264385	4004
Serial Number:	78882592	BUILTRITE
Serial Number:	77147567	EVERYBODY LOVES THE LONGBALL
Serial Number:	77147536	EVERYONE LOVES THE LONGBALL
Serial Number:	77193996	UNISOURCE
Serial Number:	77194009	UNISOURCE GROUP
Serial Number:	77178147	FAVORED BRANDS
Serial Number:	77178154	BALLER BRANDS
Serial Number:	77178134	STRIKING BRANDS
Serial Number:	77178024	SYMBOLIC BRANDS
Serial Number:	77178159	STELLAR BRANDS
Serial Number:	78756812	STEVE & BARRY'S
Serial Number:	78756839	SB

CH \$715.00 3264385

Serial Number:	78756827	S&B
Serial Number:	78859708	DO 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:	75654133	STEVE & BARRY'S UNIVERSITY SPORTSWEAR
Serial Number:	77063928	STEVE & BARRY'S UNIVERSITY SPORTSWEAR
Serial Number:	77331612	PREVOR AND SHORE
Serial Number:	77331677	PREVOR & SHORE
Serial Number:	78859696	YOU FEEL ME?

**CORRESPONDENCE DATA**

Fax Number: (212)504-6666  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 212-504-6526  
Email: anna.erenburg@cwt.com  
Correspondent Name: Anna Erenburg  
Address Line 1: One World Financial Center  
Address Line 4: New York, NEW YORK 10281

ATTORNEY DOCKET NUMBER:	91933.001
NAME OF SUBMITTER:	Anna Erenburg
Signature:	/Anna Erenburg/
Date:	09/08/2008

**Total Attachments: 6**

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## CONFIRMATORY ASSIGNMENT OF TRADEMARK SECURITY INTEREST

This CONFIRMATORY ASSIGNMENT OF TRADEMARK SECURITY AGREEMENT, effective as of August 21, 2008 (this “**Assignment**”), is entered into by and between PrenSB, LLC (“**Assignor**”), and Bay Harbour Master Ltd. (“**Assignee**”). Both Assignor and Assignee are collectively referred to herein as the “**Parties**.” All capitalized terms used in this Agreement and not otherwise defined herein shall have the respective meanings set forth in the Trademark Security Agreement.

**WHEREAS**, S&B Industries Inc., a Delaware corporation (the “**Parent**”), the Subsidiaries of the Parent listed on the signature pages hereto, entered into that certain Term Loan Credit Agreement and a Trademark Security Agreement, both dated February 1, 2008, by, among and in favor of Assignor;

**WHEREAS**, the Trademark Security Agreement granted a continuing security interest to and in favor of the Assignor in all of S&B Industries Inc. right, title and interest in, to and under the following (collectively “**Trademark Collateral**”):

- (a) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule A 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 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;

**WHEREAS**, Assignor and Assignee have entered into that certain Assignment Agreement dated August 21, 2008 assigning all of Assignor’s interest in the Term Loan Credit Agreement and Trademark Security Agreement, including the Trademark Collateral, to the Assignee;

**WHEREAS**, Assignor and Assignee wish to confirm Assignee’s ownership of the Trademark Security Agreement, including the Trademark Collateral;

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

1. Assignor does hereby confirm that on , as of and effective August 21, 2008 it did sell, transfer, convey, assign and deliver to Assignee any and all worldwide right, title and interest Assignor holds, or may hold, in and to the Trademark Security Agreement

together with all rights derived therefrom the same to be held and enjoyed by Assignee for its own use and enjoyment and the use and enjoyment of its successors and assigns.

2. The Parties hereby request and authorize the relevant authority at the United States Patent and Trademark Office and/or the applicable foreign authorities to record Assignee as the assignee and owner of the Trademark Security Agreement.
3. This Assignment is binding upon and inures to the benefit of the Parties hereto and their respective successors and assigns. This Assignment and the rights and obligations of the Parties hereunder shall be governed by, and construed in accordance with the laws of the State of New York.

**IN WITNESS WHEREOF**, Assignor and Assignee have caused this Assignment to be duly executed by their duly authorized representatives.

<p><b>PrenSB, LLC</b> By: <i>Prentice Capital Management, LP's Manager</i> By: <i>Matthew Hoffman</i> Name: <i>Matthew Hoffman</i> Title: <i>General Counsel</i></p>
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**Bay Harbour Master Ltd.**  
by Bay Harbour Management LC,  
investment adviser

By: \_\_\_\_\_  
Name:  
Title:

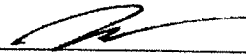
together with all rights derived therefrom the same to be held and enjoyed by Assignee for its own use and enjoyment and the use and enjoyment of its successors and assigns.

2. The Parties hereby request and authorize the relevant authority at the United States Patent and Trademark Office and/or the applicable foreign authorities to record Assignee as the assignee and owner of the Trademark Security Agreement.
3. This Assignment is binding upon and inures to the benefit of the Parties hereto and their respective successors and assigns. This Assignment and the rights and obligations of the Parties hereunder shall be governed by, and construed in accordance with the laws of the State of New York.

**IN WITNESS WHEREOF**, Assignor and Assignee have caused this Assignment to be duly executed by their duly authorized representatives.

<p><b>PrenSB, LLC</b></p> <p>By: _____ Name: Title:</p>
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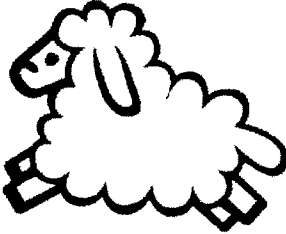
**BAY HARBOUR MASTER LTD.,**  
by Bay Harbour Management LC,  
investment adviser

By:   
Name: John D. Stout  
Title: managing Director

**SCHEDULE A**

**Trademarks**

4004 Incorporated	78756953 Registration # 3264385	4004
4004 Incorporated	78882592	<b>Builtrite</b>
4004 Incorporated	77147567	<b>Everybody Loves the Longball</b>
4004 Incorporated	77147536	<b>Everyone Loves The Longball</b>
S&B Industries	77193996	<b>Unisource</b>
S&B Industries	77194009	<b>Unisource Group</b>
Stellar Brands, LLC	77178147	<b>Favored Brands</b>
Stellar Brands, LLC	77178154	<b>Baller Brands</b>
Stellar Brands, LLC	77178134	<b>Striking Brands</b>
Stellar Brands, LLC	77178024	<b>Symbolic Brands</b>
Stellar Brands, LLC	77178159	<b>Stellar Brands</b>
Steve & Barry's LLC	78756812 Registration #: 3189172	<b>Steve &amp; Barry's</b>
Steve & Barry's LLC	78756839	<b>SB</b>

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><i>Steve &amp; Barry's University Sportswear</i></b>
Steve & Barry's LLC	77063928	<b>Steve &amp; Barry's University Sportswear</b>
Steve & Barry's LLC	77331612	<b>PREVOR AND SHORE</b>
Steve & Barry's LLC	77331677	<b>PREVOR &amp; SHORE</b>

**Trademark Licenses**

None.