

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
Overnight Mountings, Inc.		10/27/2008	CORPORATION: NEW YORK
RECEIVING PARTY DATA			
Name:	Rosenthal & Rosenthal, Inc.		
Street Address:	1370 Broadway		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10018		
Entity Type:	CORPORATION: NEW YORK		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2129393	OVERNIGHT	
CORRESPONDENCE DATA			
Fax Number:	(212)754-0330		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Email:	rsilverman@golenbock.com		
Correspondent Name:	Robin E. Silverman		
Address Line 1:	437 Madison Avenue		
Address Line 2:	Golenbock Eiseman Assor Bell & Peskoe		
Address Line 4:	New York, NEW YORK 10022		
NAME OF SUBMITTER:	Robin E. Silverman		
Signature:	/Robin E. Silverman/		
Date:	10/28/2008		

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Total Attachments: 8
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TRADEMARK SECURITY AGREEMENT

This Agreement, dated as of October 27, 2008 is made by and between Overnight Mountings, Inc. a New York corporation having a business location at the address set forth below next to its signature (the "Borrower"), and Rosenthal & Rosenthal, Inc. a New York Corporation having a business location at the address set forth below next to its signature (the "Secured Party").

Recitals

The Borrower and the Secured Party are parties to a Financing Agreement of even date herewith (as the same may hereafter be amended, supplemented or restated from time to time, the "Financing Agreement") setting forth the terms on which the Secured Party may now or hereafter extend credit to or for the account of the Borrower .

As a condition to extending credit to or for the account of the Borrower, the Secured Party has among other things required the execution and delivery of this Agreement by the Borrower.

ACCORDINGLY, in consideration of the mutual covenants contained in the Loan Documents and herein, the parties hereby agree as follows:

1. Definitions. All terms capitalized terms not otherwise defined herein shall have the meanings given to them in the Financing Agreement. In addition, the following terms have the meanings set forth below:

"Security Interest" has the meaning given in Section 2.

"Trademarks" means all of the Borrower 's right, title and interest in and to: (i) trademarks, service marks, trade names and collective membership marks, including but not limited to those trademarks and service marks listed on Exhibit A, and the respective goodwill associated with each, (ii) licenses, fees or royalties with respect to each, (iii) the right to sue for past, present and future infringement, dilution and damages therefore, (iv) and licenses thereunder, all as presently existing or hereafter arising or acquired, including, without limitation, the marks listed on Exhibit A.

2. Security Interest. The Borrower hereby irrevocably pledges and assigns to, and grants the Secured Party a security interest (the "Security Interest") with power of sale to the extent permitted by law, in the Trademarks whether or not registered with the U.S. Patent and Trademark Office to secure payment of the Obligations. As set forth in the Financing Agreement, the Security Interest is coupled with a security interest in substantially all of the personal property of the Borrower . This Agreement grants only the Security Interest herein described, is not intended to and does not affect any present transfer of title of any trademark registration or application and makes no assignment and grants no right to

assign or perform any other action with respect to any intent to use trademark application, unless such action is permitted under 15 U.S.C. § 1060.

3. Representations, Warranties and Agreements. The Borrower represents, warrants and agrees as follows:

(a) **Existence; Authority.** The Borrower is a corporation duly organized, validly existing and in good standing under the laws of its state of incorporation, and this Agreement has been duly and validly authorized by all necessary corporate action on the part of the Borrower .

(b) **Trademarks.** Exhibit A accurately lists all Trademarks owned or controlled by the Borrower that are registered and/or applied for at the U.S. Patent and Trademark Office, as of the date hereof and accurately reflects the existence and status of Trademarks and all applications and registrations pertaining thereto as of the date hereof. If after the date hereof, the Borrower owns or controls any Trademarks not listed on Exhibit A, or if Exhibit A ceases to accurately reflect the existence and status of applications and registrations pertaining to the Trademarks, then the Borrower shall within ten (10) days provide written notice to the Secured Party with a replacement Exhibit A, which upon acceptance by the Secured Party shall become part of this Agreement.

(d) **Affiliates.** As of the date hereof, no affiliate of the Borrower ("Affiliate") owns, controls, or has a right to have assigned to it any items that would, if such item were owned by the Borrower, constitute Trademarks which are material to the Borrower's business. If after the date hereof an Affiliate owns, controls, or has a right to have assigned to it any such items, then the Borrower shall promptly either: (i) cause such Affiliate to assign all of its rights in such item(s) to the Borrower; or (ii) notify the Secured Party of such item(s) and cause such Affiliate to execute and deliver to the Secured Party a trademark security agreement substantially in the form of this Agreement.

(e) **Title.** The Borrower has absolute title to each Trademark listed on Exhibit A, free and clear of all Liens other than Permitted Liens (Permitted Liens, if any, being limited to those liens, if any, specifically set forth on Schedule 3(e) attached hereto), and the Liens granted to Secured Party. The Borrower (i) will have, at the time the Borrower acquires any rights in Trademarks hereafter arising, absolute title to each such Trademark free and clear of all Liens except Permitted Liens and the Liens granted to Secured Party, and (ii) will keep all Trademarks free and clear of all Liens except Permitted Liens and the Liens granted to Secured Party.

(f) **No Sale.** Except as permitted in the Financing Agreement, the Borrower will not assign, transfer, encumber or otherwise dispose of the Trademarks, or any interest therein, without the Secured Party's prior written consent, except that

the Borrower may license the use of the Trademarks on commercially reasonable terms, in connection with, and as customary in, the ordinary course of its business.

(g) **Defense.** The Borrower will at its own expense and using commercially reasonable efforts, protect and defend the Trademarks against all claims or demands of all Persons other than those holding Permitted Liens.

(h) **Maintenance.** The Borrower will at its own expense maintain the Trademarks to the extent such Trademarks are of any material value or are otherwise necessary or important to the conduct of its business, including, but not limited to, filing all applications to obtain trademark registrations and all affidavits, maintenance fees, annuities, and renewals possible with respect to trademark registrations and applications therefore. The Borrower covenants that it will not abandon nor fail to pay any maintenance fee or annuity due and payable on any Trademark, nor fail to file any required affidavit or renewal in support thereof, without first providing the Secured Party: (i) sufficient written notice, of at least thirty (30) days, to allow the Secured Party to timely pay any such maintenance fees or annuities which may become due on any Trademarks, or to file any affidavit or renewal with respect thereto, and (ii) a separate written power of attorney or other authorization to pay such maintenance fees or annuities, or to file such affidavit or renewal, should such be necessary or desirable.

(i) **Secured Party's Right to Take Action.** If the Borrower fails to perform or observe any of its covenants or agreements set forth in this Section 3, or if the Borrower notifies the Secured Party that it intends to abandon a Trademark, if the Secured Party in the exercise of its reasonable judgment believes that any such Trademark has a material value, the Secured Party may (but need not) perform or observe such covenant or agreement or take steps to prevent such intended abandonment on behalf and in the name, place and stead of the Borrower (or, at the Secured Party's option, in the Secured Party's own name) and may (but need not) take any and all other actions which the Secured Party may reasonably deem necessary to cure or correct such failure or prevent such intended abandonment.

(j) **Costs and Expenses.** Except to the extent that the effect of such payment would be to render any loan or forbearance of money usurious or otherwise illegal under any applicable law, the Borrower shall pay the Secured Party on demand the amount of all moneys expended and all costs and expenses (including reasonable attorneys' fees and disbursements) incurred by the Secured Party in connection with or as a result of the Secured Party's taking action under subsection (i) above, together with interest thereon from the date expended or incurred by the Secured Party at the Default Rate.

(k) **Power of Attorney.** To facilitate the Secured Party's taking action under subsection (i) and exercising its rights under Section 6 and otherwise, the Borrower hereby irrevocably appoints (which appointment is coupled with an

interest) the Secured Party, or its delegate, as the attorney-in-fact of the Borrower with the right (but not the duty) from time to time to create, prepare, complete, execute, deliver, endorse or file, in the name and on behalf of the Borrower, any and all instruments, documents, applications, financing statements, and other agreements and writings required to be obtained, executed, delivered or endorsed by the Borrower under this Section 3, or, necessary for the Secured Party, after an Event of Default, to enforce or use the Trademarks or to grant or issue any exclusive or non-exclusive license under the Trademarks to any third party, or to sell, assign, transfer, pledge, encumber or otherwise transfer title in or dispose of the Trademarks to any third party. The Borrower hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. The power of attorney granted herein shall terminate upon the termination of the Financing Agreement as provided therein and the indefeasible payment and performance in full of all Obligations.

4. Borrower's Use of the Trademarks. The Borrower shall be permitted to control and manage Trademarks, including the right to exclude others from making, using or selling items covered by the Trademarks and any licenses thereunder, in the same manner and with the same effect as if this Agreement had not been entered into, so long as no Event of Default occurs and remains uncured.

5. Events of Default. Each of the following occurrences shall constitute an event of default under this Agreement (herein called "Event of Default"): (a) a Default shall occur and be continuing under the Financing Agreement; or (b) the Borrower shall fail promptly to observe or perform any covenant or agreement herein binding on it and such failure continues for a period of 5 days; or (c) any of the representations or warranties contained in Section 3 shall prove to have been incorrect in any material respect when made.

6. Remedies. Upon the occurrence of an Event of Default and at any time thereafter, the Secured Party may, at its option, take any or all of the following actions:

(a) The Secured Party may exercise any or all remedies available under the Financing Agreement.

(b) The Secured Party may sell, assign, transfer, pledge, license, or encumber or otherwise dispose of the Trademarks.

(c) The Secured Party may enforce the Trademarks and any licenses thereunder, and if Secured Party shall commence any suit for such enforcement, the Borrower shall, at the request of Secured Party, do any and all lawful acts and execute any and all proper documents required by Secured Party in aid of such enforcement.

7. Miscellaneous. This Agreement and the Financing Agreement set forth the entire understanding and agreement of the parties hereto with respect to the subject matter hereof. This Agreement can be waived, modified, amended, terminated or discharged,

and the Security Interest can be released, only explicitly in a writing signed by the Secured Party. A waiver signed by the Secured Party shall be effective only in the specific instance and for the specific purpose given. Mere delay or failure to act shall not preclude the exercise or enforcement of any of the Secured Party's rights or remedies. All rights and remedies of the Secured Party shall be cumulative and may be exercised singularly or concurrently, at the Secured Party's option, and the exercise or enforcement of any one such right or remedy shall neither be a condition to nor bar the exercise or enforcement of any other. All notices to be given to Borrower under this Agreement shall be given in the manner and with the effect provided in the Financing Agreement. The Secured Party shall not be obligated to preserve any rights the Borrower may have against prior parties, to realize on the Trademarks at all or in any particular manner or order, or to apply any cash proceeds of Trademarks in any particular order of application. This Agreement shall be binding upon and inure to the benefit of the Borrower and the Secured Party and their respective participants, successors and assigns and shall take effect when signed by the Borrower and delivered to the Secured Party, and the Borrower waives notice of the Secured Party's acceptance hereof. The Secured Party may execute this Agreement if appropriate for the purpose of filing, but the failure of the Secured Party to execute this Agreement shall not affect or impair the validity or effectiveness of this Agreement. A carbon, photographic or other reproduction of this Agreement or of any financing statement signed by the Borrower shall have the same force and effect as the original for all purposes of a financing statement. This Agreement shall be governed by the internal law of New York without regard to conflicts of law provisions. If any provision or application of this Agreement is held unlawful or unenforceable in any respect, such illegality or unenforceability shall not affect other provisions or applications which can be given effect and this Agreement shall be construed as if the unlawful or unenforceable provision or application had never been contained herein or prescribed hereby. All representations and warranties contained in this Agreement shall survive the execution, delivery and performance of this Agreement and the creation and payment of the Obligations.

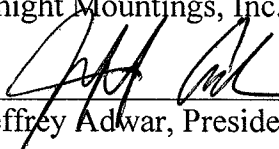
8. This Agreement and all rights granted hereunder shall terminate upon the termination of the Financing Agreement as provided therein and the indefeasible payment and performance in full of all Obligations.

THE PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED ON OR PERTAINING TO THIS AGREEMENT.

IN WITNESS WHEREOF, the parties have executed this Trademark Security Agreement as of the date written above.

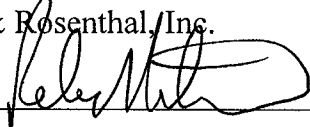
21-21 44th Drive
Long Island City, NY 11101

Overnight Mountings, Inc.

By 
Jeffrey Adwar, President

1370 Broadway
New York, NY 10018

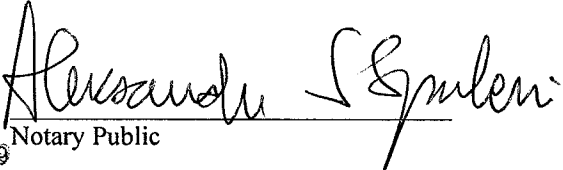
Rosenthal & Rosenthal, Inc.

By 
Title: **ROBERT L. MARTUCCI**
Senior Vice President

STATE OF NEW YORK
COUNTY OF NEW YORK

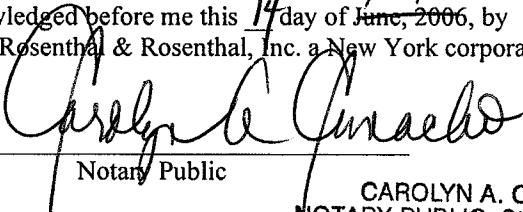
The foregoing instrument was acknowledged before me this 14th day of October 2008, by Jeffrey Adwar the PRES of Overnight Mountings, Inc., a New York corporation, on behalf of the corporation.

ALEKSANDRA S. SPALEVIC
NOTARY PUBLIC, State of New York
No. 01SP5085314
Qualified in New York County
Commission Expires September 22, 2009


Notary Public

STATE OF NEW YORK
COUNTY OF NEW YORK

The foregoing instrument was acknowledged before me this 14 day of ~~June~~ Oct, 2008, 2008, by ROBERT L. MARTUCCI a SVP of Rosenthal & Rosenthal, Inc. a New York corporation, on behalf of the corporation.


Notary Public

CAROLYN A. CAMACHO
NOTARY PUBLIC, State of New York
No. 01CA6148806
Qualified in Kings County
Commission Expires June 26, 2010

EXHIBIT A

UNITED STATES ISSUED TRADEMARKS, SERVICE MARKS
AND COLLECTIVE MEMBERSHIP MARKS

REGISTRATIONS

Trademark	Status	Registration #	Serial #	Filing Date
OVERNIGHT	Registered	2129393	75059759	02/20/1996

UNREGISTERED MARKS

NONE

SCHEDULE 3(e)

NONE