

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Notice of Grant of Security Interest in Trademarks		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Frontiers Unlimited, Inc.		11/19/2008	CORPORATION:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	NexBank, SSB, As Second Lien Administrative Agent		
<b>Street Address:</b>	13455 Noel Road		
<b>Internal Address:</b>	Suite 2220		
<b>City:</b>	Dallas		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	75240		
<b>Entity Type:</b>	Banking Institution:		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2907416	HOMES OF MANHATTAN	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(212)836-8689		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	2128368688		
<b>Email:</b>	njhung@kayescholer.com		
<b>Correspondent Name:</b>	Narah Jung c/o Kaye Scholer LLP		
<b>Address Line 1:</b>	425 Park Avenue		
<b>Address Line 2:</b>	Suite 17/70		
<b>Address Line 4:</b>	New York, NEW YORK 10022		
<b>ATTORNEY DOCKET NUMBER:</b>	45110-0002		
<b>NAME OF SUBMITTER:</b>	Narah Jung		
<b>Signature:</b>	/Narah Jung/		

CH \$40.00 2907416

Date:

11/19/2008

**Total Attachments: 4**

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**NOTICE  
OF  
GRANT OF SECURITY INTEREST  
IN  
TRADEMARKS**

United States Patent and Trademark Office

Ladies and Gentlemen:

Please be advised that pursuant to the Second Lien Collateral Agreement dated as of July 26, 2006 (as the same may be amended, modified, extended or restated from time to time, the "Collateral Agreement") by and among the Obligors thereto (each an "Obligor" and collectively, the "Obligors") and NexBank, SSB, as Second Lien Administrative Agent (the "Second Lien Administrative Agent"), the undersigned Obligor has granted a continuing security interest in and continuing lien upon, the trademarks shown below to the Second Lien Administrative Agent:

TRADEMARKS

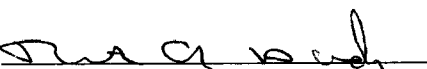
<u>Trademark No.</u>	<u>Description of Trademark</u>	<u>Date of Trademark</u>
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See Schedule A attached hereto.

The Obligors and the Second Lien Administrative Agent hereby acknowledge and agree that the security interest in the foregoing trademarks (i) may only be terminated in accordance with the terms of the Collateral Agreement and (ii) is not to be construed as an assignment of any trademark or trademark application.

Very truly yours,

FRONTIERS UNLIMITED, INC.,  
a New York corporation

By:   
Name: Robert A Haggerty  
Title: CFO

Acknowledged and Accepted:

NEXBANK, SSB,  
as Second Lien Administrative Agent

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

The Obligors and the Second Lien Administrative Agent hereby acknowledge and agree that the security interest in the foregoing trademarks (i) may only be terminated in accordance with the terms of the Collateral Agreement and (ii) is not to be construed as an assignment of any trademark or trademark application.

Very truly yours,

FRONTIERS UNLIMITED, INC.,  
a New York corporation

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

Acknowledged and Accepted:

NEXBANK, SSB,  
as Second Lien Administrative Agent

By: Jeff Scott  
Name: **Jeff Scott**  
Title: **Vice President  
NexBank, SSB**

**Schedule A**

**Frontiers Unlimited, Inc.  
(New York Corporation)**

**U.S. Trademarks**

**Registered Mark**

Mark	Registered No.	File Date
HOMES OF MANHATTAN	2907416	3/11/2008