

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Security Agreement (Trademarks)		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
The Marshall Retail Group, Inc.		09/12/2008	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CIT Lending Services Corporation		
<b>Street Address:</b>	505 Fifth Avenue		
<b>Internal Address:</b>	4th Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10017		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	77302785	SATISFY MY SOLE	
<b>Serial Number:</b>	77457561	BRATS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(212)836-6337		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	212-836-7319		
<b>Email:</b>	psomelofske@kayescholer.com		
<b>Correspondent Name:</b>	Paul J. Somelofske c/o Kaye Scholer LLP		
<b>Address Line 1:</b>	425 Park Avenue		
<b>Address Line 2:</b>	16-06		
<b>Address Line 4:</b>	New York, NEW YORK 10022-3598		
<b>ATTORNEY DOCKET NUMBER:</b>	09711-0028		
<b>NAME OF SUBMITTER:</b>	Paul J. Somelofske		

CH \$65.00 77302785

Signature:	/Paul J. Somelofske/
Date:	12/05/2008
<b>Total Attachments: 3</b> source=Trademark Security Agreement - Marshall Retail Group#page1.tif source=Trademark Security Agreement - Marshall Retail Group#page2.tif source=Trademark Security Agreement - Marshall Retail Group#page3.tif	

SECURITY AGREEMENT

(TRADEMARKS)

WHEREAS, The Marshall Retail Group, Inc., a Delaware limited liability company (herein referred to as "Grantor"), owns the registered trademarks and trademark applications listed on the annexed Schedule 1 annexed hereto as part hereof, which trademarks are registered or pending in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, Grantor is obligated to CIT Lending Services Corporation, as administrative and collateral agent (referred to herein as the "Grantee") and the other Secured Parties as defined in the Omnibus Pledge and Security Agreement dated as of April 16, 2007 (the "Security Agreement") among Grantor, the other Pledgors named therein and the Grantee for the payment and performance of the Secured Obligations (as defined in the Security Agreement); and

WHEREAS, pursuant to the Security Agreement, Grantor has granted to Grantee a security interest in all right, title and interest of Grantor in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Grantor does hereby further grant to Grantee a security interest in 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 Grantee with respect to the security interest in the Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

Grantee's address is 505 Fifth Avenue, 4<sup>th</sup> Floor, New York, NY 10017.

IN WITNESS WHEREOF, Grantor has caused this Security Agreement to be  
duly executed by its officer thereunto duly authorized as of the 12<sup>th</sup> day of September, 2008.

THE MARSHALL RETAIL GROUP, LLC

By:



Name: Michael P. Wilkins.  
Title: President, CEO

**SCHEDULE I TO SECURITY AGREEMENT**

**(TRADEMARKS)**

<u>Trademark</u>	<u>Registration/Serial No.</u>	<u>Reg. No.</u>
SATISFY MY SOLE	77/302,785	Pending
BRATS (stylized)	77/457,561	Pending