

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
SIVOX PARTNERS, LLC		01/21/2009	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	SUSQUEHANNA BANK		
Street Address:	159 East High Street		
City:	Pottstown		
State/Country:	PENNSYLVANIA		
Postal Code:	19464		
Entity Type:	Financial Institution: PENNSYLVANIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3311627	SIVOX	
CORRESPONDENCE DATA			
Fax Number:	(215)299-2150		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	215-299-3831		
Email:	gfewkes@foxrothschild.com		
Correspondent Name:	Glen Fewkes		
Address Line 1:	2000 Market Street 10th FL		
Address Line 2:	Fox Rothschild LLP		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103		
NAME OF SUBMITTER:	Glen Fewkes		
Signature:	/Glen Fewkes/		
Date:	02/11/2009		

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Total Attachments: 8

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (the "Agreement") is made as of this 21st day of January, 2009, by and between SIVOX PARTNERS, LLC, a Delaware limited liability company having a place of business at 2650 Eisenhower Avenue, Suite 107B, Norristown, Pennsylvania 19403 ("Company"), and SUSQUEHANNA BANK, a Pennsylvania financial institution having a place of business at 159 East High Street, Pottstown, Pennsylvania 19464 ("Lender").

WITNESSETH:

WHEREAS, Company owns the United States trademarks and service marks, United States trademark and service mark applications and registrations, and trade names, together with the goodwill associated therewith, listed on Schedule 1 attached hereto and made a part hereof;

WHEREAS, Company is the wholly-owned subsidiary of Sivox Holdings, LLC ("Borrower");

WHEREAS, Borrower has requested that Lender make certain funds available to Borrower pursuant to a credit facility, and, in connection therewith, Borrower and Lender have entered into a certain Loan Agreement, dated as of January __, 2009 (as amended, supplemented or restated from time to time collectively and individually, "Loan Agreement"), and such Loan Agreement together with all agreements, instruments and documents now or hereafter entered into or delivered in connection therewith, collectively, the "Loan Documents"; and

WHEREAS, as a condition to Lender making any loans or advances to Borrower pursuant to the Loan Agreement, Lender has required that Company grant to Lender a security interest in such trademarks and service marks, trademark and service mark applications and registrations, and trade names, together with the goodwill associated therewith.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Grant of Security. As collateral for the full and prompt payment of all sums due from Borrower under the Loan Agreement and the performance of all of Lender's obligations under the Loan Documents, Company hereby grants to Lender a lien on and security interest in:

(a) each and all of the trademarks and service marks, trademark and service mark applications and registrations, and trade names owned by, issued or granted to, filed by or hereafter issued or granted to, filed by or acquired by Company, including without limitation those trademarks, service marks, trademark and service mark applications and registrations, and trade names listed in Schedule 1 attached hereto, together with the goodwill associated therewith (collectively, the "Trademarks");

(b) all renewals of any and all of the Trademarks;

(c) all rights to sue for past, present and future infringements of any and all of the Trademarks;

(d) all proceeds, including without limitation license royalties and proceeds of infringement suits, based on or relating to any or all of the Trademarks;

(e) all licenses and other agreements under which Company is licensor, and all fees, rents, royalties, proceeds or monies thereunder, based on or relating to any or all of the Trademarks and the use thereof; and

(f) all products and proceeds of the foregoing, in any form, including without limitation insurance proceeds and all claims against third parties for loss or damage to or destruction of any or all of the foregoing.

All of the items set forth in clauses (a) through (f) are hereinafter referred to collectively as the "Collateral".

2. Representations and Warranties. Company represents and warrants to Lender that: (a) Company is the owner of the Collateral; (b) no adverse claims are currently being asserted with respect to Company's title in or to or the validity of any of the Collateral; (c) the trademarks, service marks, trademark and service mark applications and trade names listed on Schedule 1 hereto represent all of the trademarks, service marks, trademark and service mark applications and trade names currently being used by Company in its business or operations; (d) none of the Collateral is subject to any mortgage, pledge, lien, security interest, lease, charge, encumbrance or license (by Company as licensor), except for the security interest granted to Lender hereunder and except as set forth on Schedule 1 hereto; and (e) when this Agreement is filed in the United States Patent and Trademark Office, and Lender has taken the other actions contemplated by this Agreement and by the Loan Documents, this Agreement shall create a legal and valid perfected and continuing lien on and security interest in the Collateral in favor of Lender enforceable against Company in accordance with its terms.

3. Preservation of Rights. Company agrees that, notwithstanding this Agreement, it shall perform, discharge and remain liable for all of its covenants, duties and obligations arising in connection with the Collateral. Lender shall have no obligation or liability in connection with the Collateral by reason of this Agreement or any payment received by Lender relating to the Collateral, nor shall Lender be required to perform any covenant, duty, or obligation of Company arising in connection with the Collateral or to take any other action regarding the Collateral.

4. Event of Default. Should Borrower default in any material respect in any of its obligations under this Agreement or upon the occurrence of an Event of Default under the Loan Documents (each, an "Event of Default"), then Lender shall have the following rights and remedies:

(a) Lender may, at any time and from time to time, upon not less than thirty (30) days prior written notice to Company, grant such exclusive or nonexclusive licenses

and/or sublicenses to itself or to any third party, with respect to any of the Collateral, in such territory, for such period, on such conditions, and in such manner as Lender may reasonably determine to be necessary or appropriate under the circumstances;

(b) Lender may, at any time and from time to time, upon not less than thirty (30) days' prior written notice to Company, assign, sell or otherwise dispose of the Collateral or any of it, either with or without special or other conditions or stipulations, with power to buy the Collateral or any part of it, and do all other acts and things necessary or appropriate to the completion of such assignment, sale or disposition as Lender may reasonably determine to be necessary or appropriate under the circumstances; and

(c) Lender shall have all rights and remedies granted to it in such event by the Loan Documents, which rights and remedies are specifically incorporated herein by reference and made a part hereof, and any and all rights and remedies of law available to Lender.

5. Execution of Documents for Filing. Company shall perform all acts and execute all documents as may be reasonably requested by Lender, at any time and from time to time, to evidence, perfect, maintain, record and/or enforce the interest of Lender in the Collateral or otherwise in furtherance of the provisions of this Agreement. Company agrees that, in the event of any disposition of the Collateral upon any Event of Default, it shall duly execute, acknowledge, and deliver all documents reasonably necessary or advisable to record title to the Collateral in any transferee or transferees thereof, including without limitation valid, recordable assignments of the Trademarks. In the event Company fails or refuses to execute and deliver such documents, Company hereby irrevocably appoints Lender as its attorney-in-fact, with full power of substitution, to execute, deliver and record any such documents on Company's behalf. Notwithstanding any provision hereof, during the existence and/or continuance of an Event of Default, Company may use the Trademarks in the ordinary course of its business and in a manner consistent with its past practices, until it receives written notice from Lender that Lender has disposed of such Trademarks pursuant to the Loan Documents. The preceding sentence shall not limit any right or remedy granted to Lender with respect to Company's inventory under the Loan Documents or any other agreement now or hereafter in effect.

6. Power of Attorney. Concurrently with the execution and delivery hereof, Company shall execute and deliver to Lender, in the form of Schedule 2 hereto, five (5) originals of a Special Power of Attorney for the implementation of the assignment, sale or other disposal of the Collateral pursuant to Section 4 herein. Such Special Powers of Attorney shall not be recorded or used unless and until an Event of Default has occurred and is continuing. Company hereby releases and discharges Lender from any and all claims, causes of action and demands at any time arising out of or with respect to any actions taken or omitted to be taken by Lender under the Special Powers of Attorney granted therein, other than actions taken or omitted to be taken through the bad faith, willful misconduct or gross negligence of Lender, as determined by a final, non-appealable order of a court of competent jurisdiction.

7. Infringement. In the event that, during the term of this Agreement, Lender should become aware of any infringement of any of the Trademarks, Lender shall be entitled, by itself, to institute proceedings in the name of Company to restrain such infringement, at its own

expense, should Company fail to take steps to prosecute such infringement within a reasonable time after notice by Lender to Company of such infringement. Company shall be entitled to be represented at such proceedings by its own counsel, at its own expense. Any damages or penalties recovered by Lender in such proceedings in excess of the cost (including without limitation reasonable attorneys' fees) of such proceedings, shall be paid to Company, unless, prior to the time such recovery is obtained, Lender has acquired ownership of all rights in and to the Collateral, in which event all of such recoveries shall be paid to and shall be the property of Lender.

8. Termination. This Agreement shall continue in full force and effect until such time as all of Borrower's obligations under the Loan Documents have been fulfilled, at which time this Agreement shall terminate. Company shall have the right to use the Collateral, including without limitation the Trademarks in the ordinary course of its business, subject to the terms and covenants of the Loan Documents and this Agreement.

9. Successors and Assigns; Assignment. This Agreement shall be binding upon Company and its successors and permitted assigns, and shall inure to the benefit of Lender and its successors and assigns. Neither this Agreement nor the security interest granted herein may be assigned, transferred or conveyed by Lender except upon the prior written consent of Company, which consent shall not be unreasonably withheld or delayed.

10. Cumulative Remedies. The rights and remedies provided herein are cumulative and not exclusive of any other rights or remedies provided by law. The rights and remedies provided herein are intended to be in addition to and not in substitution of the rights and remedies provided by the Loan Documents or any other agreement or instrument delivered in connection therewith.

11. Amendments and Waivers. This Agreement may not be modified, supplemented, or amended, or any of its provisions waived at the request of Company, without the prior written consent of Lender; provided, however, that Company authorizes Lender to modify this Agreement by amending Schedule 1 hereto to include any future Collateral.

12. Waiver of Rights. No course of dealing between the parties to this Agreement or any failure or delay on the part of any such party in exercising any rights or remedies hereunder shall operate as a waiver of any rights or remedies by one party hereunder shall operate as a waiver or preclude the exercise of any other rights or remedies of such party or any other party. No waiver by Lender of any breach or default by Company shall be deemed a waiver of any other or previous breach or default or of any breach or default occurring thereafter.

13. Further Acts. Company shall have the duty: to prosecute diligently any application for the Trademarks that is pending as of the date of this Agreement or thereafter, until this Agreement terminates; to file applications for trademark registration on unregistered but registrable marks; and to take all steps reasonable and necessary to maintain the Trademarks and to keep the Trademarks in good standing, including without limitation by filing all renewal applications, affidavits of use and affidavits of incontestability and by contesting all opposition and cancellation proceedings, during the term of this Agreement. All costs and expenses

incurred in connection with the foregoing shall be borne by Company. Company shall not abandon any pending trademark application or registration without the prior written consent of Lender.

14. Enforcement. Upon Company's failure to do so after Lender's written demand therefor, or upon the occurrence of an Event of Default, Lender shall have the right but shall in no way be obligated to bring suit in Company's or Lender's name to enforce the Trademarks, in which event Company shall at the request of Lender do any and all lawful acts and execute any and all proper documents reasonably required by Lender in aid of such enforcement. In any such event, Company shall promptly, upon written demand therefor, reimburse and indemnify Lender and/or its attorneys, agents and/or representatives for all costs and expenses incurred by Lender in the exercise of its rights under this Section 14.

15. Termination of Security Interest. At such time as all of the Loan Documents shall have been terminated, other than upon enforcement of Lender's remedies under the Loan Documents after an Event of Default, Lender shall execute and deliver to Company all documents and instruments as may be necessary or proper to release and terminate Lender's lien in and to the Collateral, subject to any dispositions thereof which may have been made by Lender pursuant to the terms of this Agreement.

16. Severability. If any clause or provision of this Agreement shall be held invalid or unenforceable, in whole or in part, in any jurisdiction, such invalidity or unenforceability shall attach only to such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect any other clause or provision in any other jurisdiction.

17. Notices. All notices, requests and demands to or upon Company or Lender under this Agreement shall be given in the manner prescribed by the Loan Agreement.

18. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, notwithstanding any conflict of law provisions to the contrary.

19. Entire Agreement. This Agreement (including the Schedules hereto) and the documents delivered pursuant hereto constitute the entire agreement and understanding between the parties hereto as to the matters set forth herein and supersede and revoke all prior agreements and understandings, oral or written, between the parties hereto or otherwise with respect to the subject matter hereof. No change, amendment, termination or attempted waiver of any of the provisions hereof shall be binding upon any party unless set forth in an instrument in writing signed by both parties.

20. Counterparts. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date first above written.

SIVOX PARTNERS, LLC

By: 

Title: Joel Steiker

SUSQUEHANNA BANK

By: 

Title: Vice President

SCHEDULE 1

U.S. TRADEMARKS

<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Int'l Class</u>
"SIVOX" [Stylized]	3,311,627	10/16/2007	009

SIVOX

TRADE NAMES

Name

- Variations of any of the registered or unregistered trademarks, service marks and trade names listed on this Schedule 1.
- All other registered and unregistered trademarks, service marks and trade names used and owned by Assignor in connection with its bridal goods and services business, together with the goodwill associated therewith.

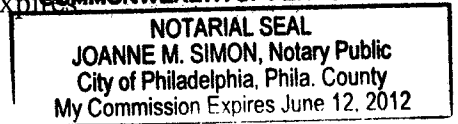
CERTIFICATE OF ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA)
) ss:
COUNTY OF PHILADELPHIA)

Before me, a notary public, in and for the State and County aforesaid, on this 21st day of January, 2009, personally appeared JOEL STEIKER, who, having been by me duly sworn and having executed the foregoing instrument in my presence, did depose and say that he is the CEO of SIVOX PARTNERS, LLC, the limited liability company that executed the foregoing instrument; that he executed said instrument on behalf of said company; and that he was duly authorized to do so, SIVOX PARTNERS, LLC, intending to be legally bound thereby and intending that said instrument be properly recorded.

Joanne M. Simon
Notary Public

My Commission Expires COMMONWEALTH OF PENNSYLVANIA



COMMONWEALTH OF PENNSYLVANIA)
) ss:
COUNTY OF PHILADELPHIA)

Before me, a notary public, in and for the State and County aforesaid, on this 21st day of January, 2009, personally appeared LARRY BARDO, who, having been by me duly sworn and having executed the foregoing instrument in my presence, did depose and say that he is the VP of SUSQUEHANNA BANK, the financial institution that executed the foregoing instrument; that he executed said instrument on behalf of said institution; and that he was duly authorized to do so, SUSQUEHANNA BANK intending to be legally bound thereby and intending that said instrument be properly recorded.

Joanne M. Simon
Notary Public

My Commission Expires:

