

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
OTB BRAND WORLDWIDE, LTD.		12/10/2008	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	FCC, LLC, a Florida limited liability company doing business as First Capital
Street Address:	3520 NW 58th Street
City:	Oklahoma City
State/Country:	OKLAHOMA
Postal Code:	73112
Entity Type:	LIMITED LIABILITY COMPANY: FLORIDA

PROPERTY NUMBERS Total: 15

Property Type	Number	Word Mark
Registration Number:	3341927	LEVERAGE
Registration Number:	2707471	
Registration Number:	3391642	
Registration Number:	2541498	ONE TUFF BABE
Registration Number:	2810946	OTB
Registration Number:	2550949	OTB
Registration Number:	2610340	OTB
Registration Number:	2490664	OTB
Registration Number:	3391419	OTB
Registration Number:	3391480	OTB
Registration Number:	3460782	OTB
Registration Number:	2927647	OTB
Registration Number:	2927646	OTB JEANSWEAR
Registration Number:	2452866	OTB ONE TOUGH BRAND

CH \$390.00 3341927

Registration Number:	2693719	OTB ONE TUFF BABE
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CORRESPONDENCE DATA

Fax Number: (212)527-7701
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 212.527.7700
Email: tmdocket@darbylaw.com
Correspondent Name: Paul Fields/Darby & Darby P.C.
Address Line 1: P.O. Box 770, Church Street Station
Address Line 4: New York, NEW YORK 10008-0770

ATTORNEY DOCKET NUMBER:	20790/8204068-000
NAME OF SUBMITTER:	Paul Fields
Signature:	/Paul Fields/
Date:	02/18/2009

Total Attachments: 7
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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this "Agreement"), dated as of December 11, 2008, is made by and among OTB BRAND WORLDWIDE, LTD., Delaware corporation (the "Guarantor") and FCC, LLC, a Florida limited liability company doing business as First Capital (the "Lender").

Recitals

Guarantor and Lender are parties to a Guaranty Agreement of even date herewith (as the same may hereafter be amended, supplemented or restated from time to time, the "Guaranty Agreement").

As a condition to extending credit to or for the account of PCI Apparel Corp, Lender has required the execution and delivery of this Agreement by Guarantor.

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

1. Definitions. All terms defined in the Recitals hereto or in the Guaranty Agreement that are not otherwise defined herein shall have the meanings given to them therein. In addition, the following terms have the meanings set forth below:

"Guaranteed Obligations" means each and every debt, liability and Guaranteed Obligation of every type and description arising under or in connection with any Factoring Document (as defined in the Guaranty Agreement) which Guarantor may now or at any time hereafter owe to Lender, whether such debt, liability or Guaranteed Obligation now exists or is hereafter created or incurred and whether it is or may be direct or indirect, due or to become due, absolute or contingent, primary or secondary, liquidated or unliquidated, independent, joint, several or joint and several, and including specifically, but not limited to, the Guaranteed Obligations (as defined in the Guaranty Agreement).

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

"Trademarks" means all of Guarantor's right, title and interest in and to: (i) trademarks, service marks, collective membership marks, registrations and applications for registration for each, 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 therefor, (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. Guarantor hereby irrevocably pledges and assigns to, and grants Lender a security interest (the "Security Interest") with power of sale to the extent permitted by law, in the Trademarks to secure payment of the Guaranteed Obligations. 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. Guarantor represents, warrants and agrees as follows:

(a) **Trademarks.** Exhibit A accurately lists all Trademarks owned or controlled by the Guarantor 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; provided, however, that Exhibit A need not list common law marks (i.e., Trademarks for which there are no applications or registrations) which are not material to the Guarantor's or any Affiliate's business(es). If after the date hereof, Guarantor owns or controls any Trademarks not listed on Exhibit A (other than common law marks which are not material to the Guarantor's or any Affiliate's business(es)), or if Exhibit A ceases to accurately reflect the existence and status of applications and registrations pertaining to the Trademarks, then Guarantor shall promptly provide written notice to Lender with a replacement Exhibit A, which upon acceptance by Lender shall become part of this Agreement.

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

(c) **Title.** Guarantor identified as the owner of each Trademark on Exhibit A has absolute title to each Trademark listed thereon, free and clear of all liens. The Guarantor (i) will have, at the time such Guarantor acquires any rights in Trademarks hereafter arising, absolute title to each such Trademark free and clear of all Liens and (ii) will keep all Trademarks free and clear of all Liens.

(d) **No Sale.** Guarantor will not assign, transfer, encumber or otherwise dispose of the Trademarks or any interest therein, without Lender's prior written consent.

(e) **Defense.** Guarantor 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.

(f) **Maintenance.** Guarantor will at its own expense maintain the Trademarks to the extent reasonably advisable in its business including, but not limited to, filing all applications to obtain letters Trademark registrations and all affidavits, maintenance fees,

annuities, and renewals possible with respect to letters patent, trademark registrations and applications therefor. Guarantor covenant 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 Lender: (i) sufficient written notice, of at least 30 days, to allow Lender 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.

(g) **Lender's Right to Take Action.** If Guarantor fails to perform or observe any of its covenants or agreements set forth in this Section 3, and if such failure continues for a period of ten (10) calendar days after Lender gives Guarantor written notice thereof (or, in the case of the agreements contained in subsection (h), immediately upon the occurrence of such failure, without notice or lapse of time), or if Guarantor notifies Lender that they intend to abandon a Trademark, Lender 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 Guarantor (or, at Lender's option, in Lender's own name) and may (but need not) take any and all other actions which Lender may reasonably deem necessary to cure or correct such failure or prevent such intended abandonment.

(h) **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, Guarantor shall pay Lender on demand the amount of all moneys expended and all costs and expenses (including reasonable attorneys' fees and disbursements) incurred by Lender in connection with or as a result of Lender's taking action under subsection (i) or exercising its rights under Section 6, together with interest thereon from the date expended or incurred by Lender at the default rate of interest provided for in the Guaranty Agreement.

(i) **Power of Attorney.** To facilitate Lender's taking action under subsection (i) and exercising its rights under Section 6, each Guarantor hereby irrevocably appoints (which appointment is coupled with an interest) Lender, or its delegate, as the attorney-in-fact of such Guarantor 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 such Guarantor, any and all instruments, documents, applications, financing statements, and other agreements and writings required to be obtained, executed, delivered or endorsed by such Guarantor under this Section 3, or, necessary for Lender, after a 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. Guarantor 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 Guaranty Agreement as provided therein and the payment and performance of all Guaranteed Obligations.

4. Guarantor's Use of the Trademarks. Guarantor shall be permitted to control and manage the 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 Default exists.

5. Defaults. Each of the following occurrences shall constitute an event of default under this Agreement (herein called a "Default"): (a) a Default, as defined in the Guaranty Agreement, shall occur; or (b) Guarantor shall fail promptly to observe or perform any covenant or agreement herein binding on it; 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. While a Default exists, Lender may, at its option, take any or all of the following actions:

(a) Lender may exercise any or all remedies available under the Guaranty Agreement.

(b) Lender may sell, assign, transfer, pledge, encumber or otherwise dispose of the Trademarks.

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

7. Miscellaneous. This Agreement can be waived, modified, amended, terminated or discharged, and the Security Interest can be released, only explicitly in a writing signed by Lender. A waiver signed by Lender 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 Lender's rights or remedies. All rights and remedies of Lender shall be cumulative and may be exercised singularly or concurrently, at Lender'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 Guarantor under this Agreement shall be given in the manner and with the effect provided in the Guaranty Agreement. Lender shall not be obligated to preserve any rights the Guarantor 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 Guarantor and Lender and their respective participants, successors and assigns and shall take effect when signed by Guarantor and delivered to Lender, and each Guarantor waives notice of Lender's acceptance hereof. Lender may execute this Agreement if appropriate for the purpose of filing, but the failure of Lender 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 authorized by the Guarantor 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 Guaranteed 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 first written above.

OTB BRANDS WORLDWIDE, LTD

By: [Signature]
Tao Feng, President

FCC, LLC, d/b/a FIRST CAPITAL

By: [Signature]
Kic Mazza, Executive Vice President

STATE OF NY)
COUNTY OF NY) SS:

On 12/10/08, 2008 before me, Tao Feng, Notary Public, personally appeared Tao Feng, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature [Signature] (Signature of Notary) (Seal of Notary)

MAKILYN SIMON
Notary Public, State of New York
No. 02314250336
Qualified in New York County
Commission Expires May 5, 2012

EXHIBIT "A"

**OTB BRAND WORLDWIDE, LTD.
TRADEMARKS**

REGISTRATION NO.	MARK	REGISTRATION DATE
3,341,927	LEVERAGE	November 20, 2007
2,707,471	MISCELLANEOUS DESIGN	April 15, 2003
3,391,642	MISCELLANEOUS DESIGN	March 4, 2008
2,541,498	ONE TUFF BABE	August 4, 2007
2,810,946	OTB	February 3, 2004
2,550,949	OTB	March 19, 2002
2,610,340	OTB	August 20, 2002
2,490,664	OTB	August 4, 2007
3,391,419	OTB	March 4, 2008
3,391,480	OTB	March 4, 2008
3,460,782	OTB (Stylized)	July 8, 2008
2,927,647	OTB and Design	February 22, 2005
2,927,646	OTB JEANSWEAR	February 22, 2005
2,452,866	OTB ONE TOUGH BRAND and Design	August 8, 2007
2,693,719	OTB ONE TUFF BABE	March 4, 2003

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