

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|-----------------------|-------------------|----------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Jacques Moret, Inc. | | 03/06/2009 | CORPORATION: DELAWARE |

| | |
|----------------------|--------------------------------------|
| RECEIVING PARTY DATA | |
| Name: | JPMorgan Chase Bank, N.A. , as Agent |
| Street Address: | 270 Park Avenue |
| City: | New York |
| State/Country: | NEW YORK |
| Postal Code: | 10017 |
| Entity Type: | CORPORATION: NEW YORK |

PROPERTY NUMBERS Total: 16

| Property Type | Number | Word Mark |
|----------------------|----------|------------------------|
| Registration Number: | 2698865 | COOL SYSTEM TECHNOLOGY |
| Registration Number: | 2422256 | DRY F-X |
| Registration Number: | 2452049 | MORETULTRA |
| Registration Number: | 2252267 | ULTRA |
| Registration Number: | 1865864 | MORET ULTRA |
| Registration Number: | 1582628 | BODY MOVES |
| Registration Number: | 1515511 | JACQUES MORET |
| Registration Number: | 1479721 | BODY MOTION |
| Registration Number: | 1051920 | JACQUES MORET |
| Registration Number: | 2414630 | SPEED DRI |
| Serial Number: | 77633820 | I'M A PRINCESS |
| Serial Number: | 77607149 | THE FAVORITE TANK |
| Serial Number: | 77570133 | LIQUID SILVER |
| Serial Number: | 77570142 | SILVER DRI |

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|----------------|----------|---------------|
| Serial Number: | 77570122 | SILVERCOAT |
| Serial Number: | 77549345 | GROOVE POCKET |

CORRESPONDENCE DATA

Fax Number: (312)706-9000
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 312-701-7608
Email: sjones2@mayerbrown.com
Correspondent Name: Sokya Jones
Address Line 1: 71 S. Wacker Drive
Address Line 4: Chicago, ILLINOIS 60606

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|-------------------------|---------------------|
| ATTORNEY DOCKET NUMBER: | DUNETZ |
| NAME OF SUBMITTER: | Jeffrey L. Dunetz |
| Signature: | /Jeffrey L. Dunetz/ |
| Date: | 03/06/2009 |

Total Attachments: 6
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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of March 6, 2009 (this "Agreement"), between **JACQUES MORET, INC.**, a Delaware corporation (the "Assignor"), in favor of **JPMORGAN CHASE BANK, N.A.** (the "Assignee"), as agent for various financial institutions (collectively, the "Lenders") providing financing for the Assignor.

W I T N E S S E T H:

WHEREAS, the Assignor holds all right, title and interest in and to the trademarks, trademark applications and trademark licenses listed on Annex I attached hereto, which trademarks, trademark applications and trademark licenses are registered or applied for in the United States Patent and Trademark Office (collectively, the "Trademarks");

WHEREAS, the Assignor, has entered into the Second Amended and Restated Security Agreement, dated as of January 31, 2008 (the "Security Agreement"), in favor of the Assignee, for its benefit and the benefit of the Lenders and other secured parties (collectively, the "Secured Parties");

WHEREAS, pursuant to the Security Agreement, the Assignor has assigned to the Assignee and granted to the Assignee, for the benefit of the Secured Parties, a continuing security interest in all right, title and interest of the Assignor in, to and under the Trademarks, together with, among other things, the good-will 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 and any and all damages arising from past, present and future violations thereof (collectively, the "Collateral"), to secure the payment, performance and observance of the Obligations (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor and the Assignee hereby agrees as follows:

(a) The Assignor does hereby pledge, convey, sell, assign, transfer and set over unto the Assignee and grants to the Assignee, for the benefit of the Secured Parties, a continuing security interest in the Collateral to secure, for the benefit of the Secured Parties, the prompt payment and performance of the Obligations.

(b) The Assignor does hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the Collateral 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.

(c) This Agreement may not be amended, restated or otherwise modified except in accordance with the terms of the Security Agreement, pursuant to which the Assignee may modify this Agreement by amending Annex I attached hereto to include reference to any right, title or interest of the Assignee in any additional Trademarks, to correct the name of the

Assignor in reef/frame 2560/0472 recorded August 12, 2002 and to delete any reference to any Trademarks in which the Grantor no longer has any right, title or interest.


(d) This Agreement shall be governed by and construed in accordance with the internal laws of the State of New York.

(e) This Agreement shall be binding upon and inure to the benefit of the Assignor and the Assignee and their respective successors and assigns.

(f) This Agreement may be executed in any number of counterparts, each of which shall constitute an original and all of which when taken together shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be duly executed by its officer thereunto as of the day and year first above written.

JACQUES MORET, INC., as Assignor

By: 
Name: Gary Hewitt
Title: COO

JPMORGAN CHASE, N.A., as Assignee


By: _____
Name:
Title:

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be duly executed by its officer thereunto as of the day and year first above written.

JACQUES MORET, INC, as Assignor

By: _____
Name:
Title:

JPMORGAN CHASE BANK, N.A., as Assignee

By:  _____
Name: Bonnie G. David
Title: Vice President

ANNEX I
to
Trademark Security Agreement

Trademarks and Trademark Applications

Item A. Trademarks

Registered Trademarks

| <u>Grantor</u> | <u>Country</u> | <u>Trademark</u> | <u>Registration No.</u> | <u>Registration Date</u> |
|---------------------|----------------|---------------------------|-------------------------|--------------------------|
| Jacques Moret, Inc. | U.S. | Cool System Technology | 2698865 | 03/18/2003 |
| Jacques Moret, Inc. | U.S. | Dry F-X | 2422256 | 01/16/2001 |
| Jacques Moret, Inc. | U.S. | Moret Ultra | 2452049 | 05/15/2001 |
| Jacques Moret, Inc. | U.S. | Ultra | 2252267 | 06/15/1999 |
| Jacques Moret, Inc. | U.S. | Moret Ultra | 1865864 | 12/06/1994 |
| Jacques Moret, Inc. | U.S. | Body Moves | 1582628 | 02/13/1990 |
| Jacques Moret, Inc. | U.S. | Jacques Moret | 1515511 | 12/06/1988 |
| Jacques Moret, Inc. | U.S. | Body Motion | 1479721 | 03/08/1988 |
| Jacques Moret, Inc. | U.S. | Jacques Moret | 1051920 | 11/2/1976 |
| Jacques Moret, Inc. | U.S. | Speed Dri | 2414630 | 12/19/2000 |

Pending Trademark Applications

| <u>Grantor</u> | <u>Country</u> | <u>Trademark</u> | <u>Serial No.</u> | <u>Filing Date</u> |
|---------------------|----------------|---------------------|-------------------|--------------------|
| Jacques Moret, Inc. | U.S. | I'm a Princess | 77/633820 | 12/16/2008 |
| Jacques Moret, Inc. | U.S. | The Favorite Tank | 77/607149 | 11/4/2008 |
| Jacques Moret, Inc. | U.S. | Liquid Silver | 77/570133 | 09/15/2008 |
| Jacques Moret, Inc. | U.S. | Silver Dri | 77/570142 | 09/15/2008 |
| Jacques Moret, Inc. | U.S. | Silvercoat | 77/570122 | 09/15/2008 |
| Jacques Moret, Inc. | U.S. | Groove Pocket | 77/549345 | 08/18/2008 |
| Jacques Moret Inc. | Canada | Liquid Silver | 142165800 | 12/12/2008 |
| Jacques Moret Inc. | Canada | Silver Dri | 142165900 | 12/12/2008 |
| Jacques Moret Inc. | Canada | Silvercoat | 142165700 | 12/12/2008 |
| Jacques Moret Inc. | Canada | Better Built Basics | TMA724223 | 09/23/2008 |
| Jacques Moret Inc. | Canada | Speed Dri | TMA649784 | 10/5/2005 |
| Jacques Moret Inc. | Canada | Activ-8 | TMA462353 | 08/30/1996 |
| Jacques Moret Inc. | Canada | Energy & Motion | TMA437948 | 01/06/1995 |
| Jacques Moret, Inc. | Canada | Jacques Moret | TMA445096 | 07/14/1995 |

Trademark Applications in Preparation

| <u>Grantor</u> | <u>Country</u> | <u>Trademark</u> | <u>Docket No.</u> | <u>Expected Filing Date</u> | <u>Products/ Services</u> |
|----------------|----------------|------------------|-------------------|-----------------------------|---------------------------|
|----------------|----------------|------------------|-------------------|-----------------------------|---------------------------|

Item B. Trademark Licenses

| <u>Country or Territory</u> | <u>Trademark</u> | <u>Licensor</u> | <u>Licensee</u> | <u>Effective Date</u> | <u>Expiration Date</u> |
|---------------------------------|------------------|-----------------|-----------------|---------------------------|----------------------------|
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RECORDED: 03/06/2009

**TRADEMARK
REEL: 003947 FRAME: 0735**