

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|------------------------------|--------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | Security Agreement |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|------------------------|----------|----------------|----------------------------|
| Complex Media THC, LLC | | 03/04/2009 | LIMITED LIABILITY COMPANY: |
| Femme Arsenal THC LLC | | 03/04/2009 | LIMITED LIABILITY COMPANY: |
| Yakira, L.L.C. | | 03/04/2009 | LIMITED LIABILITY COMPANY: |
| Show & Prove LLC | | 03/04/2009 | LIMITED LIABILITY COMPANY: |
| Flight Club THC, LLC | | 03/04/2009 | LIMITED LIABILITY COMPANY: |

RECEIVING PARTY DATA

| | |
|------------------------|-------------------------------------|
| Name: | CIT Group/Commercial Services, Inc. |
| Street Address: | 11 West 42nd Street |
| City: | New York |
| State/Country: | NEW YORK |
| Postal Code: | 10036 |
| Entity Type: | CORPORATION: NEW YORK |

PROPERTY NUMBERS Total: 52

| Property Type | Number | Word Mark |
|----------------|----------|--------------------------------|
| Serial Number: | 77080991 | FEMME ARSENAL |
| Serial Number: | 77081004 | FEMME ARSENAL |
| Serial Number: | 77080986 | FEMME ARSENAL |
| Serial Number: | 77159261 | FEMME ARSENAL BY MARC ECKO |
| Serial Number: | 78237166 | MEEGAN & JESSY'S FEMME ARSENAL |
| Serial Number: | 78237168 | MEEGAN & JESSY'S FEMME ARSENAL |
| Serial Number: | 77386180 | |
| Serial Number: | 77386183 | |

OP \$1315.00 77080991

| | | |
|----------------|----------|--|
| Serial Number: | 77547075 | DELIVERANCE |
| Serial Number: | 77239981 | |
| Serial Number: | 77239996 | |
| Serial Number: | 77218111 | ECKO UNLTD. |
| Serial Number: | 77473533 | EE |
| Serial Number: | 77362036 | EE |
| Serial Number: | 77362041 | EE |
| Serial Number: | 77362047 | EE |
| Serial Number: | 77362017 | EE RED |
| Serial Number: | 77362024 | EE RED |
| Serial Number: | 77362029 | EE RED |
| Serial Number: | 77464951 | I AM THE AMERICAN DREAM |
| Serial Number: | 77239969 | |
| Serial Number: | 77239992 | |
| Serial Number: | 77503430 | M.A.D.E. |
| Serial Number: | 77503436 | M.A.D.E. BY MARC ECKO |
| Serial Number: | 77268429 | MADE TO MEASURE |
| Serial Number: | 77268454 | MADE TO MEASURE |
| Serial Number: | 77268460 | MADE TO MEASURE |
| Serial Number: | 77042265 | MARC ECKO |
| Serial Number: | 77284843 | MARC ECKO |
| Serial Number: | 77268467 | MARC ECKO MADE TO MEASURE |
| Serial Number: | 77268473 | MARC ECKO MADE TO MEASURE |
| Serial Number: | 77268482 | MARC ECKO MADE TO MEASURE |
| Serial Number: | 77511450 | MARC ECKO NO. 72 TIMES SQUARE NEW YORK |
| Serial Number: | 77457814 | |
| Serial Number: | 77457807 | |
| Serial Number: | 77512694 | |
| Serial Number: | 78977375 | RED |
| Serial Number: | 77284849 | |
| Serial Number: | 77129203 | |
| Serial Number: | 77445290 | |
| Serial Number: | 77173273 | |
| Serial Number: | 77547078 | STAND UP AND TRADE |
| Serial Number: | 78972655 | THE A LIFE |

| | | |
|----------------|----------|----------------------|
| Serial Number: | 77523666 | THERE'S NO TEAM IN I |
| Serial Number: | 75423747 | TIME SQUARE |
| Serial Number: | 77387551 | TIMES SQUARE |
| Serial Number: | 77072122 | SOMA |
| Serial Number: | 77322854 | 1975 |
| Serial Number: | 78905927 | AVIREX |
| Serial Number: | 77348415 | |
| Serial Number: | 77183915 | +ME |
| Serial Number: | 77042699 | COMPLEX |

CORRESPONDENCE DATA

Fax Number: (866)826-5420

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 3016380511

Email: ipresearchplus@comcast.net

Correspondent Name: IP Research Plus, Inc.

Address Line 1: 21 Tadcaster Circle

Address Line 2: Attn: Penelope J.A. Agodoa

Address Line 4: Waldorf, MARYLAND 20602

| | |
|-------------------------|----------------------|
| ATTORNEY DOCKET NUMBER: | 34179 |
| NAME OF SUBMITTER: | Penelope J.A. Agodoa |
| Signature: | /pja/ |
| Date: | 03/10/2009 |

Total Attachments: 12

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Additional names of Conveying Parties

1. Femme Arsenal THC LLC
2. Yakira, L.L.C.
3. Show & Prove LLC
4. Flight Club THC, LLC

TRADEMARK ASSIGNMENT OF SECURITY

WHEREAS, Complex Media THC, LLC (“Complex”), Femme Arsenal THC LLC (“FATHC”), Yakira, L.L.C. (“Yakira”), Show & Prove LLC (“S&P”) and Flight Club THC, LLC “Flight”, and together with Complex, FATHC, Yakira and S&P, each a “Company” and collectively, the “Companies”), each located at 40 West 23rd Street, New York, New York 10010, have adopted, used and are using the marks shown in the attached Schedule A (the “Marks”), for which there are registrations or applications in the United States Patent and Trademark Office under the numbers shown in the attached Schedule A; and

WHEREAS, the Companies are obligated to The CIT Group/Commercial Services, Inc. (“CIT”) and various other financial institutions (collectively, “Lenders”) and CIT as agent for Lenders (“Agent”) pursuant to a certain Third Amended and Restated Guaranty dated as of April 30, 2007 (as has been and may be further amended, restated, supplemented, or modified from time to time, the “Guaranty”); and

WHEREAS, Complex, FATHC and Yakira are obligated to Agent and Lenders pursuant to a certain Amended and Restated Grant of Security Interest in Patents, Trademarks and Licenses, dated as of April 8, 2004, made by such companies in favor of Agent (as has been and may be further amended, restated, supplemented or modified from time to time, the “April 2004 Grant”);

WHEREAS, S&P is obligated to Agent and Lenders pursuant to a certain Grant of Security Interest in Patents, Trademarks and Licenses, dated as of April 6, 2006, made by S&P in favor of Agent (as may be amended, restated, supplemented or modified from time to time, the “April 2006 Grant”);

WHEREAS, Flight is obligated to Agent and Lenders pursuant to a certain Grant of Security Interest in Patents, Trademarks and Licenses, dated as of January 30, 2006, made by Flight in favor of Agent (as has been and may be further amended, restated, supplemented or modified from time to time, the “January 2006 Grant”, and together with the Guaranty, the April 2004 Grant and the April 2006 Grant, collectively, the “Agreements”);

WHEREAS, pursuant to the Agreements, the Companies have granted to Agent for its benefit and for the ratable benefit of Lenders a security interest in the Marks, all proceeds thereof, all rights corresponding thereto and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, the goodwill of the business symbolized by the Marks, and the registrations and applications therefore;

WHEREAS, pursuant to the Agreements, Agent has previously filed, with the United States Patent and Trademark Office, various acknowledgments of its continuing first priority security interest in and to all trademarks owned by the Companies at the times of such filings;

WHEREAS, the Companies have acquired the Marks after such prior filings with the United States Patent and Trademark Office;

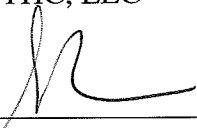
WHEREAS, the April 2004 Grant, the April 2006 Grant and the January 2006 Grant each provide that the Companies will take any such action as Agent may reasonably require to further confirm or protect Agent’s rights under the Agreements;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Companies do hereby confirm their previous grant to Agent, for its benefit and for the ratable benefit of Lenders, of a continuing first priority security interest in and to the Marks and recordings and applications therefor, which assignment and security interest shall secure all the Obligations as defined in the Agreements and in accordance with the terms and provisions thereof.

Companies expressly acknowledge and affirm that the rights and remedies of Agent and Lenders with respect to the assignment and security interest granted hereby are more fully set forth in the Agreements.

Dated: New York, New York
March 4th, 2009

COMPLEX MEDIA THC, LLC
FEMME ARSENAL THC LLC
YAKIRA, L.L.C.
SHOW & PROVE LLC
FLIGHT CLUB THC, LLC

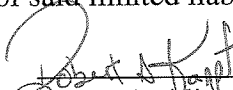
By: 
Name: Seth Gerszberg
Its: Chief Executive Officer of each of
the foregoing

THE CIT GROUP/COMMERCIAL
SERVICES, INC., as Agent

By: _____
Name: Edward J. Ahearn
Its: Senior Vice President

STATE OF NEW YORK)
 : ss.:
COUNTY OF NEW YORK)

On this 4th day of March, 2009, before me personally came Seth Gerszberg, to me known, who, being by me duly sworn, did depose and say that he is the Chief Executive Officer of the limited liability companies described in and which executed the foregoing instrument; and that he signed his name thereto on behalf of said limited liability companies.


Notary Public

ROBERT A. KARPf
Notary Public, State of New York
No. 02KA6170099
Qualified in New York County
Commission Expires July 02, 2011

STATE OF NEW YORK)
 : ss.:
COUNTY OF NEW YORK)

On this ____ day of March, 2009, before me personally came Edward J. Ahearn, to me known, who, being by me duly sworn, did depose and say that he is the Senior Vice President of The CIT Group/Commercial Services, Inc., the corporation described in and which executed the foregoing instrument; and that he signed her/his name thereto by order of the board of directors of said corporation.

Notary Public

Companies expressly acknowledge and affirm that the rights and remedies of Agent and Lenders with respect to the assignment and security interest granted hereby are more fully set forth in the Agreements.


Dated: New York, New York

March 4, 2009

COMPLEX MEDIA THC, LLC
FEMME ARSENAL THC LLC
YAKIRA, L.L.C.
SHOW & PROVE LLC
FLIGHT CLUB THC, LLC

By: _____
Name: Seth Gerszberg
Its: President of each of the foregoing

THE CIT GROUP/COMMERCIAL
SERVICES, INC., as Agent

By:  _____
Name: Bradley J. Stanza
Its: Vice President

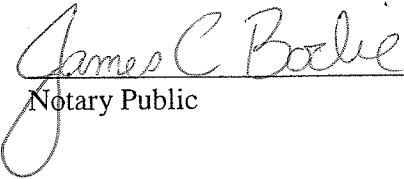
STATE OF NEW YORK)
 : ss.:
 COUNTY OF NEW YORK)

On this ____ day of _____, 2009, before me personally came Seth Gerszberg, to me known, who, being by me duly sworn, did depose and say that he is the President of the limited liability companies described in and which executed the foregoing instrument; and that he signed his name thereto on behalf of said limited liability companies.

 Notary Public

STATE OF NEW YORK)
 : ss.:
 COUNTY OF NEW YORK)

On this 3rd day of March, 2009, before me personally came Bradley J. Stanza, to me known, who, being by me duly sworn, did depose and say that he is the Vice President of The CIT Group/Commercial Services, Inc., the corporation described in and which executed the foregoing instrument; and that he signed her/his name thereto by order of the board of directors of said corporation.


 Notary Public

JAMES C BODIE
 NOTARY PUBLIC-STATE OF NEW YORK
 No. 01B05005775
 Qualified in Queens County
 And Certificate Filed In New York County
 My Commission Expires December 14, 2010

SCHEDULE A

Schedule A to a Trademark Assignment of Security dated March 4, 2009, by and between Complex Media THC, LLC (“Complex”), Femme Arsenal THC LLC (“FATHC”), Yakira, L.L.C. (“Yakira”), Show & Prove LLC (“S&P”) and Flight Club THC, LLC “Flight”, and together with Complex, FATHC, Yakira and S&P, each a “Company” and collectively, the “Companies”) and CIT, as Agent.

| Country | Trademark | App No./App Date | Reg No./ Reg Date | Owner |
|---------------|--------------------------------|------------------------|-----------------------|-----------------------|
| United States | FEMME ARSENAL | 77/080,991 01/11/07 | | Femme Arsenal THC LLC |
| United States | FEMME ARSENAL | 77/081,004 01/11/07 | | Femme Arsenal THC LLC |
| United States | FEMME ARSENAL | 77/080,986 01/11/07 | | Femme Arsenal THC LLC |
| United States | FEMME ARSENAL BY MARC ECKO | 77/159,261 04/18/07 | | Femme Arsenal THC LLC |
| United States | MEEGAN & JESSY'S FEMME ARSENAL | 78/237,166 04/13/03 | 2,960,931 06/07/05 | Femme Arsenal THC LLC |
| United States | MEEGAN & JESSY'S FEMME ARSENAL | 78/237,168 04/13/03 | 2,945,006 04/26/05 | Femme Arsenal THC LLC |
| United States | ASTERISK Design | 77/386,180 02/01/08 | | Yakira LLC |
| United States | Baseball & Asterisk Design | 77/386,183 02/01/08 | | Yakira LLC |
| United States | DELIVERANCE | 77/547,075 08/14/08 | | Yakira LLC |
| United States | E-POCKET DESIGN | 77/239,981 07/26/07 | | Yakira LLC |
| United States | E STYLIZED | 77/239,996 07/26/07 | | Yakira LLC |
| United States | ECKO UNLTD. | 77/218,111 06/28/07 | | Yakira LLC |
| United States | ee (Design) | 77/473,533 | | Yakira LLC |

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|---------------|------------------------------|------------------------|--|------------|
| | | 05/13/08 | | |
| United States | ee (Interlocking Design) | 77/362,036 12/31/07 | | Yakira LLC |
| United States | ee (Interlocking Design) | 77/362,041 12/31/07 | | Yakira LLC |
| United States | ee (Interlocking Design) | 77/362,047 12/31/07 | | Yakira LLC |
| United States | ee red (Interlocking Design) | 77/362,017 12/31/07 | | Yakira LLC |
| United States | ee red (Interlocking Design) | 77/362,024 12/31/07 | | Yakira LLC |
| United States | ee red (Interlocking Design) | 77/362,029 12/31/07 | | Yakira LLC |
| United States | I AM THE AMERICAN DREAM | 77/464,951 05/02/08 | | Yakira LLC |
| United States | M – Pocket Design | 77/239,969 07/26/07 | | Yakira LLC |
| United States | M Stylized | 77/239,992 07/26/07 | | Yakira LLC |
| United States | M.A.D.E. | 77/503,430 06/19/08 | | Yakira LLC |
| United States | M.A.D.E. BY MARC ECKO | 77/503,436 06/19/08 | | Yakira LLC |
| United States | MADE TO MEASURE | 77/268,429 08/30/07 | | Yakira LLC |
| United States | MADE TO MEASURE | 77/268,454 08/30/07 | | Yakira LLC |
| United States | MADE TO MEASURE | 77/268,460 08/30/07 | | Yakira LLC |
| United States | MARC ECKO | 77/042,265 11/13/06 | | Yakira LLC |
| United States | MARC ECKO | 77/284,843 09/20/07 | | Yakira LLC |

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|---------------|--|------------------------|-----------------------|------------|
| United States | MARC ECKO MADE TO MEASURE | 77/268,467 08/30/07 | | Yakira LLC |
| United States | MARC ECKO MADE TO MEASURE | 77/268,473 08/30/07 | | Yakira LLC |
| United States | MARC ECKO MADE TO MEASURE | 77/268,482 08/30/07 | | Yakira LLC |
| United States | MARC ECKO NO. 72 TIMES SQUARE NEW YORK (Logo) | 77/511,450 06/30/08 | | Yakira LLC |
| United States | Misc. Design | 77/457,814 04/25/08 | | Yakira LLC |
| United States | Misc. Design | 77/457,807 04/25/08 | | Yakira LLC |
| United States | Rhino 1 Design | 77/512,694 07/01/08 | | Yakira LLC |
| United States | RHINO RED LOGO | 78/977,375 06/10/04 | 3,155,281 10/10/06 | Yakira LLC |
| United States | Scissors Design | 77/284,849 09/20/07 | | Yakira LLC |
| United States | Scissors Design | 77/129,203 03/13/07 | 3,347,319 12/04/07 | Yakira LLC |
| United States | Scissors Design | 77/445,290 04/10/08 | | Yakira LLC |
| United States | Skull Needles Design | 77/173,273 05/04/07 | 3,362,120 01/01/08 | Yakira LLC |
| United States | STAND UP AND TRADE | 77/547,078 08/14/08 | | Yakira LLC |
| United States | THE A LIFE | 78/972,655 09/12/06 | | Yakira LLC |
| United States | THERE'S NO TEAM IN I | 77/523,666 07/16/08 | | Yakira LLC |
| United States | TIME SQUARE | 75/423,747 01/28/98 | 2,232,074 03/16/99 | Yakira LLC |
| United States | TIMES SQUARE | 77/387,551 | | Yakira LLC |

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|---------------|-----------------------------|------------------------|-----------------------|--------------------------|
| | | 02/04/08 | | |
| United States | SOMA | 77/072,122 12/27/06 | | Show & Prove LLC |
| United States | 1975 (CL 25) | 77/322,854 11/06/07 | | Flight Club THC LLC |
| United States | AVIREX | 78/905,927 06/12/06 | 3,370,735 01/15/08 | Flight Club THC LLC |
| United States | Design (Skullw/wings 14) | 77/348,415 12/10/07 | | Flight Club THC LLC |
| United States | +ME | 77/183,915 05/17/07 | | Complex Media THC LLC |
| United States | COMPLEX | 77/042,699 11/13/06 | | Complex Media THC LLC |