

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Grant of Security Interest		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Splashlight Photographic & Digital Studios LLC		04/08/2008	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Amalgamated Bank		
<b>Street Address:</b>	275 Seventh Avenue		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10001		
<b>Entity Type:</b>	Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2948478	SPLASHLIGHT STUDIOS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(202)408-3141		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	800-927-9801 x2348		
<b>Email:</b>	jpaterso@cscinfo.com		
<b>Correspondent Name:</b>	Corporation Service Company		
<b>Address Line 1:</b>	1090 Vermont Avenue NW, Suite 430		
<b>Address Line 2:</b>	Attn: Jean Paterson		
<b>Address Line 4:</b>	Washington, DISTRICT OF COLUMBIA 20005		
<b>ATTORNEY DOCKET NUMBER:</b>	925597		
<b>NAME OF SUBMITTER:</b>	Jean Paterson		
<b>Signature:</b>	/Jean Paterson/		

CH \$40.00 2948478

Date:

03/16/2009

**Total Attachments: 4**

source=3-16-09 Splashlight-TM#page1.tif

source=3-16-09 Splashlight-TM#page2.tif

source=3-16-09 Splashlight-TM#page3.tif

source=3-16-09 Splashlight-TM#page4.tif

GRANT OF SECURITY INTEREST (TRADEMARKS)

The undersigned, SPLASHLIGHT PHOTOGRAPHIC & DIGITAL STUDIOS LLC, a Delaware limited liability company (the "Grantor"), together with SPLASHLIGHT LLC, a New York limited liability company, and MAHOGANY FINE FOODS & CATERING, LLC, a New York limited liability company (collectively with the Grantor, the "Borrowers"), and AMALGAMATED BANK (the "Secured Party"), are parties to a certain Revolving Credit and Term Loan Agreement, dated as of March 8, 2008 (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement") pursuant to which the Secured Party has agreed to make loans and certain other financial accommodations to the Borrowers. In connection therewith, the Borrowers have entered into a Security Agreement, dated as of March 8, 2008 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement") with the Secured Party.

Pursuant to the Security Agreement, the Grantor has granted to the Secured Party a security interest in and to all of the right, title and interest of the Grantor in and to the trademarks listed on Schedule 1, which trademarks are registered in the United States Patent and Trademark Office (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 prompt payment, performance and observance of the Obligations (as defined in the Security Agreement).

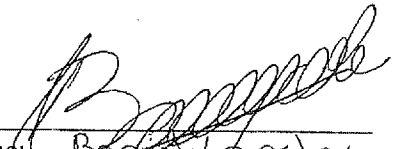
For good and valuable consideration, the receipt of which is hereby acknowledged, and for the purpose of recording the grant of the security interest as aforesaid, the Grantor does hereby further grant to the Secured Party a security interest in, the Collateral to secure the prompt payment, performance and observance of the Obligations (as defined in the Security Agreement).

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Party with respect to the security interest in the Collateral granted hereby are set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

The Secured Party's address is: 275 Seventh Avenue, New York, New York 10001.

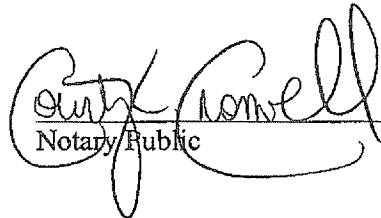
IN WITNESS WHEREOF, the Grantor has caused this Grant of Security Interest to be duly executed by its duly authorized officer as of the 8<sup>th</sup> day of March, 2008.

SPLASHLIGHT PHOTOGRAPHIC &  
DIGITAL STUDIOS LLC

By:   
Name: Bradford L. Gerber  
Title: Managing Member of Splashlight LLC

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

On the 8<sup>th</sup> day of April in the year 2008 before me, the undersigned, personally appeared Benoit Legarde, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

  
Notary Public

My Commission Expires:

**COURTNEY L. CROMWELL**  
Notary Public, State of New York  
No. 01CR6113859  
Qualified in Nassau County  
Commission Expires 08/09/2008

Schedule 1  
to  
Grant of Security Interest (Trademarks)  
By Splashlight Photographic & Digital Studios LLC  
Dated as of ~~March~~ <sup>April</sup> 8, 2008

<u>MARK</u>	<u>COUNTRY</u>	<u>REGISTRATION NO.</u>	<u>REGISTRATION DATE</u>
SPLASHLIGHT STUDIOS (Typed Drawing)	UNITED STATES	2,948,478	05/10/2005