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
Beaux-Merzon, Inc.		04/08/2009	CORPORATION: NEW YORK

RECEIVING PARTY DATA

Name:	Webster Business Credit Corporation
Street Address:	360 Lexington Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10017
Entity Type:	CORPORATION: NEW YORK

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Serial Number:	78559209	BUILD A BINDER
Serial Number:	78636823	CASE IT

CORRESPONDENCE DATA

Fax Number: (202)408-3141

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

Phone: 800-927-9801 x2348
Email: jpaterso@cscinfo.com
Correspondent Name: Corporation Service Company
Address Line 1:   1090 Vermont Avenue NW, Suite 430
Address Line 2:   Attn: Jean Paterson
Address Line 4:   Washington, DISTRICT OF COLUMBIA   20005

ATTORNEY DOCKET NUMBER:	958170
NAME OF SUBMITTER:	Jean Paterson
Signature:	/Jean Paterson/

78559209

CH $65.00

Date:	04/13/2009

Total Attachments: 4
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TRADEMARK ASSIGNMENT OF SECURITY

WHEREAS, Beaux-Merzon, Inc., a corporation formed under the laws of New York, located at 1050 Valley Brook Ave., Lyndhurst, New Jersey 07071 ("Borrower"), has adopted, used and is 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, Borrower is obligated to Webster Business Credit Corporation ("Lender") pursuant to (i) a certain Amended and Restated Credit and Security Agreement, dated the date hereof, between Lender and Borrower and (ii) a certain Trademark Security Agreement, dated March 28, 2007, made by Borrower in favor of Lender (as each may be amended, modified, restated or supplemented from time to time, collectively, the "Agreements"); and

WHEREAS, pursuant to the Agreements, Borrower has granted to Lender a security interest in the Marks, the goodwill of the business symbolized by the Marks, and the registrations and applications therefor.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Borrower does hereby assign unto Lender and grant to Lender a security interest in and to the Marks, together with the goodwill of the business symbolized by the Marks, and registrations 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.

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Borrower expressly acknowledges and affirms that the rights and remedies of Lender with respect to the assignment and security interest granted hereby are more fully set forth in the Agreements.

Dated: New York, New York
April 8 , 2009

BEAUX-MERZON, INC.

Name: Adam Merzon
Title: President

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

On this 8th day of April, 2009, before me personally came Adam Merzon, to me known, who, being by me duly sworn, did depose and say that he is the President of Beaux-Merzon, Inc., the corporation described in and which executed the foregoing instrument; and that he signed his name thereto by order of the board of directors of said corporation.

Notary Public

Signature Page to Trademark Assignment of Security - 1621684

SCHEDULE A

Schedule A to a Trademark Assignment of Security dated April 8, 2009, by and between Beaux-Merzon, Inc. and Webster Business Credit Corporation.

SERIAL NO.	FILING DATE	MARK
78559209	February 2, 2005	BUILD A BINDER
78636823	May 25, 2005	CASE IT