

**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
Michael Stars, Inc.		04/06/2009	CORPORATION: CALIFORNIA

**RECEIVING PARTY DATA**

Name:	Mr. Michael A. Rosen
Street Address:	124 10th Street
Internal Address:	#1
City:	Manhattan Beach
State/Country:	CALIFORNIA
Postal Code:	90266
Entity Type:	INDIVIDUAL: UNITED STATES

**PROPERTY NUMBERS Total: 20**

Property Type	Number	Word Mark
Registration Number:	3195812	MICHAEL STARS THE ORIGINAL SCENT
Registration Number:	3178735	THE ORIGINAL SCENT
Registration Number:	1488585	MICHAEL STARS
Serial Number:	77604254	MICHAEL STARS THE ORIGINAL MATERNITY
Serial Number:	77501313	MIKEY STARS A TINY DIVISION
Serial Number:	77552474	MICHAEL STARS DOES DRESSES TO A TEE
Serial Number:	77552450	MICHAEL STARS HAS DRESSES DOWN TO A TEE
Serial Number:	77332344	MICHAEL STARS
Serial Number:	77332346	MICHAEL STARS
Serial Number:	76656594	MICHAEL STARS
Serial Number:	76576703	MICHAEL STARS THE ORIGINAL TEE
Serial Number:	75649322	MICHAEL STARS
Serial Number:	76577154	

OP \$515.00 3195812

Serial Number:	76335365	MICHAEL STARS
Serial Number:	76335256	MICHAEL STARS
Serial Number:	76656595	MICHAEL STARS BAR
Registration Number:	2931411	
Registration Number:	3066295	
Registration Number:	2657664	THE ORIGINAL TEE
Registration Number:	2393643	MIKEY STARS

**CORRESPONDENCE DATA**

Fax Number: (818)827-9909  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 8188279139  
Email: agrabell@ebg-law.com  
Correspondent Name: J. Alison Grabell  
Address Line 1: 21650 Oxnard Street  
Address Line 2: Suite 500  
Address Line 4: Woodland Hills, CALIFORNIA 91367

ATTORNEY DOCKET NUMBER:	2679.006
NAME OF SUBMITTER:	J. Alison Grabell
Signature:	/J. Alison Grabell/
Date:	04/30/2009

Total Attachments: 8  
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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement") is entered into as of April 6, 2009, by and between Michael Stars, Inc., a California corporation ("Debtor"), and Michael A. Cohen ("Secured Party").

### RECITALS

WHEREAS, Debtor has executed that certain Promissory Note dated January 12, 2009 in the original principal sum of One Million Three Hundred Thousand Dollars (\$1,300,000) in favor of Secured Party (the "January 2009 Note") to evidence a loan or loans from Secured Party to Debtor and Debtor may in the future execute additional notes in favor of Secured Party to evidence additional loans by Secured Party to Debtor (the January 2009 Note, together with such additional notes, as the same may hereafter be amended, supplemented or otherwise modified from time to time, are collectively referred to as the "Notes"); and

WHEREAS, Debtor has agreed to grant Debtor a security interest in certain intellectual property assets of Debtor to secure the payment and performance of the obligations and indebtedness now or hereafter owing by Debtor to Secured Party under the Notes (the "Indebtedness").

NOW, THEREFORE, in consideration of the foregoing recitals and the covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor and Secured Party agree as follows:

### AGREEMENT

1. Security Interest. To secure the full, prompt and complete payment, performance and satisfaction of the Indebtedness, Debtor hereby grants to Secured Party a continuing security interest (the "Security Interest") in and to the following property, in each case whether now or hereafter existing or arising or in which Debtor now or hereafter has, owns, acquires, or develops an interest and wherever located (collectively, the "Collateral"):

(a) all state (including common law), federal and foreign trademarks, service marks, trade names, company names, business names, fictitious business names, trade styles, service marks, logos, and other business identifiers and all prints and labels on which any of the foregoing have appeared or may appear; all registrations and recordings of any of the foregoing, and all applications in connection therewith, including, without limitation, the registrations, applications for registration and serial numbers listed on Schedule A attached hereto and made a part hereof, and all reissues, extensions and renewals thereof (but excluding any application to register any trademark, service mark or other mark prior to the filing under applicable law of a verified statement of use, or the equivalent, for such trademark, service mark or other mark to the extent the creation of a security interest therein or the grant of a mortgage thereon would void or invalidate such trademark, service mark or other mark); and all rights to sue, damages and payments for past, present or future infringements or unconsented uses of any

of the foregoing (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the "Trademarks");

(b) all licenses, rights, privileges, and franchises corresponding to any of the foregoing throughout the world and all income, royalties and payments now or hereafter due and/or payable under or with respect to any of the foregoing, whether registered or unregistered and wherever registered, and all means to manufacture goods or offer services in connection with the use of the Trademarks (including, without limitation, trade secrets, and customer lists);

(c) all general intangibles and all intangible intellectual or other similar property of Debtor of any kind or nature, associated with or arising out of any of the Trademarks or other aforementioned properties and assets and not otherwise described above; and

(d) all proceeds of any and all of the foregoing (including license royalties, rights to payment, accounts receivable and proceeds of infringement suits) and, to the extent not otherwise included, all payments under insurance (whether or not Secured Party is the loss payee thereof) or any indemnity, warranty or guaranty payable by reason of loss or damage to or otherwise with respect to the foregoing.

Debtor hereby irrevocably authorizes Secured Party at any time and from time to time to file in any filing office in the Uniform Commercial Code jurisdiction any initial financing statements and amendments thereto that describe the Security Interest in the Collateral, or provide any information required by Article 9 of the California Uniform Commercial Code or such other jurisdiction, for the sufficiency or filing office acceptance of any financing statement or amendment. Debtor agrees to furnish any such information to Secured Party promptly upon Secured Party's written request. Debtor agrees that, until all Indebtedness is satisfied in full, (i) Debtor shall not, without Secured Party's prior written consent, abandon any or enter into any agreement inconsistent with Debtor's obligations under this Agreement; and (ii) Debtor shall not take any action or permit any action to be taken, or fail to take any action that would affect the validity, priority, perfection or enforcement of the Security Interest or other rights granted to Secured Party under this Agreement.

Debtor agrees to and shall maintain the registrations of the Trademarks in the United States and throughout the world so long as the Trademarks are in use, at its sole expense. Debtor further agrees to and shall maintain applications or filings to register the Trademarks in the United States and throughout the world so long the Trademarks are in use or intended to be used, at its sole expense. Notwithstanding anything to the contrary herein, Debtor shall have no obligation to maintain any application, registration or filing in the United States or in any country throughout the world for any trademark, service mark or trade name that is no longer in use, for which there is no longer an intent to use or for which there is no longer a reasonable business purpose to maintain.

Secured Party shall not have the right under this Agreement to file, register or maintain the Trademarks in the Secured Party's name in the United States or in any country throughout the world.

Debtor agrees that this Agreement shall create a continuing Security Interest in the Collateral which shall remain in effect until terminated in accordance with Section 4 of this Agreement.

2. Further Acts. On a continuing basis, Debtor shall make, execute, acknowledge and deliver, and file and record in the proper filing and recording places, all such instruments and documents, and take all such action as may be necessary or advisable or may be requested by Secured Party to carry out the intent and purpose of this Agreement, or for assuring, confirming or protecting the grant or perfection of the security interest granted or purported to be granted hereby, to ensure Debtor's compliance with this Agreement or to enable Secured Party to exercise and enforce Secured Party's rights and remedies hereunder with respect to the Collateral, including any documents for filing with the United States Patent and Trademark Office (the "USPTO") or any applicable state office or the equivalent authority in each jurisdiction in which any Collateral is registered, including, but not limited to, Canada, Japan and the European Union (collectively, with the USPTO and applicable state offices, the "PTO"). Secured Party may record this Agreement, an abstract thereof, or any other document describing Secured Party's interest in the Collateral with the USPTO, at the expense of Secured Party, or with any other PTO at the expense of Secured Party. In addition, Debtor authorizes Secured Party to file financing statements describing the Collateral in any Uniform Commercial Code filing office deemed appropriate by Secured Party. If Debtor shall at any time hold or acquire a commercial tort claim arising with respect to the Collateral, said claim and the proceeds thereof shall constitute Collateral under this Agreement.

3. Supplements to Collateral. Debtor shall provide Secured Party on an annual basis with a schedule of all new federally registered Trademarks and federal applications for trademark registrations, if any, as an amendment to Schedule A hereto, which new Trademarks and applications shall be subject to the terms and conditions of this Agreement. No failure to so modify this Agreement or amend Schedule A shall in any way affect, invalidate or detract from Secured Party's continuing Security Interest in all Collateral, whether or not listed on Schedule A.

4. Termination. Upon payment and performance in full of the Indebtedness, the Security Interest created by this Agreement shall terminate and Secured Party shall promptly execute and deliver to Debtor such documents and instruments requested by Debtor as shall be necessary to evidence termination of the Security Interest given by Debtor to Secured Party hereunder, including cancellation of this Agreement by written notice from Secured Party to the PTO and any applicable state office or department.

5. Subordination. Notwithstanding anything to the contrary herein, Secured Party agrees to subordinate its Security Interest in any and/or all of the Collateral, if requested by any entities that provide financing or factoring facilities to Debtor. Furthermore, Secured Party agrees to promptly execute and/or acknowledge and/or amend such additional documents as Debtor may reasonably request to evidence such subordination.

6. Effect on Notes; Cumulative Remedies. The provisions of this Agreement are not intended to limit or restrict in any way the rights and remedies of Secured Party under the Notes but rather are intended to supplement the exercise of such rights and remedies. All of the rights

and remedies of Secured Party with respect to the Trademarks, whether established hereby, by any other agreements, or by law, shall be cumulative and may be exercised singularly or concurrently.

7. Headings. The headings and captions contained herein are for convenience only and shall not affect the meaning or construction of any provision herein.

8. Notices. All notices or other communications that are required or permitted hereunder shall be in writing and shall be deemed to have been duly given (i) on the date of delivery, if delivered personally or if sent by registered or certified mail, postage prepaid, return receipt requested, or (ii) on the first business day following deposit of the notice or other communication with a nationally recognized overnight courier service, as follows:

If to Secured Party: Michael A. Cohen  
124 10th Street #1  
Manhattan Beach, Ca 90266

If to Debtor: Michael Stars, Inc.  
12955 South Chadron Avenue  
Hawthorne, California 90250  
Attention: Michael Rosen

Such addresses may be changed by either party by notice to the other party pursuant to the notice methods above.

9. Litigation Costs. If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any of the provisions of this Agreement, the successful or prevailing shall be entitled to recover reasonable attorneys' fees and other costs incurred in that action or proceeding, in addition to any other relief to which it may be entitled.

10. Entire Agreement. This Agreement and the Notes, together with the Schedules hereto and thereto, constitute the entire agreement of the parties concerning the matters herein, and supersede all prior and contemporaneous agreements and understandings.

11. Amendment. This Agreement may not be amended or modified except by an instrument in writing executed by Debtor and Secured Party.

12. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, and this Agreement shall be construed as if the invalid, illegal or unenforceable provision was no longer a part of this Agreement.

13. Waiver. No failure to exercise and no delay in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided are cumulative and not exclusive of any rights or remedies provided by law.

14. Counterparts. This Agreement may be executed by original, facsimile or electronic signatures and in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original but all of which counterparts together shall constitute but one and the same instrument. This Agreement shall become effective upon the execution of a counterpart hereof by each of the parties hereto. Delivery by telecopier or email of an executed counterpart of the signature page of this Agreement shall be effective as delivery of a manually executed counterpart thereof.

15. Binding Effect; Benefits. This Security Agreement shall be binding upon Debtor and their respective successors and assigns, and shall inure to the benefit of Secured Party and its successors and assigns.

16. APPLICABLE LAW. THIS AGREEMENT SHALL BE GOVERNED BY AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH ALL OF THE PROVISIONS OF THE CALIFORNIA UNIFORM COMMERCIAL CODE AND BY THE OTHER INTERNAL LAWS OF THE STATE OF CALIFORNIA, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES, EXCEPT FOR THE PERFECTION AND ENDORSEMENT OF SECURITY INTERESTS AND LIENS IN OTHER JURISDICTIONS, WHICH SHALL BE GOVERNED BY THE LAWS OF THOSE JURISDICTIONS OR, AS APPLICABLE, BY THE LAWS OF THE UNITED STATES OF AMERICA.

17. CONSENT TO JURISDICTION. DEBTOR AND SECURED PARTY HEREBY CONSENT TO THE JURISDICTION OF ANY STATE OR FEDERAL COURT LOCATED WITHIN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA AND IRREVOCABLY AGREE THAT ALL ACTIONS OR PROCEEDINGS ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL BE LITIGATED IN SUCH COURTS. DEBTOR AND SECURED PARTY EXPRESSLY SUBMIT AND CONSENT TO THE JURISDICTION OF THE AFORESAID COURTS AND WAIVE ANY DEFENSE OF FORUM NON CONVENIENS.

18. JURY TRIAL WAIVER/REFERENCE PROVISION. **DEBTOR AND SECURED PARTY HEREBY IRREVOCABLY WAIVE ALL RIGHT TO TRIAL BY JURY OF ANY ACTION OR PROCEEDING ASSERTING ANY CAUSE OF ACTION, CLAIM, MOTION, THIRD PARTY CLAIM OR COUNTERCLAIM (COLLECTIVELY, "ACTIONS") ARISING OUT OF OR RELATING TO THIS AGREEMENT. DEBTOR AND SECURED PARTY HEREBY WARRANT AND REPRESENT THAT THEY HAVE EACH HAD THE OPPORTUNITY OF REVIEWING THIS JURY WAIVER WITH LEGAL COUNSEL AND THAT EACH KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS. DEBTOR AND SECURED PARTY DESIRE THAT THEIR DISPUTES BE RESOLVED BY A JUDGE APPLYING APPLICABLE STATE AND**

**FEDERAL LAWS. THEREFORE, TO ACHIEVE THE BEST COMBINATION OF THE BENEFITS OF THE JUDICIAL SYSTEM AND OF ARBITRATION, DEBTOR AND SECURED PARTY AGREE THAT A JUDICIAL REFEREE WILL BE APPOINTED UNDER CALIFORNIA CODE OF CIVIL PROCEDURE SECTIONS 631 THROUGH 645.2. TO DETERMINE ANY FACTUAL ISSUES IN ANY ACTION, SUIT, OR PROCEEDING BROUGHT TO RESOLVE ANY DISPUTE, WHETHER ARISING IN CONTRACT, TORT, OR OTHERWISE BETWEEN DEBTOR AND SECURED PARTY ARISING OUT OF, CONNECTED WITH, RELATED OR INCIDENTAL TO THIS AGREEMENT, THE RELATIONSHIP ESTABLISHED BETWEEN THEM IN CONNECTION HEREWITH OR THE TRANSACTIONS RELATED THERETO. DEBTOR AND SECURED PARTY SHALL SELECT A SINGLE NEUTRAL REFEREE, WHO SHALL BE A RETIRED STATE OR FEDERAL JUDGE WITH AT LEAST FIVE YEARS OF JUDICIAL EXPERIENCE IN CIVIL MATTERS. IN THE EVENT THAT DEBTOR AND SECURED PARTY CANNOT AGREE UPON A REFEREE, THE REFEREE SHALL BE APPOINTED BY THE COURT. DEBTOR AND SECURED PARTY SHALL EQUALLY BEAR THE FEES AND EXPENSES OF THE REFEREE UNLESS THE REFEREE OTHERWISE PROVIDES IN THE STATEMENT OF DECISION.**

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and delivered by their duly authorized representatives effective as of the date first above written.

DEBTOR:

SECURED PARTY:

MICHAEL STARS, INC.

By: 

Name: Michael Rosen

Title: President

By: 

Name: Michael A. Cohen



**Schedule A**

**List of Trademarks**

**DOMESTIC**

<b>Serial No.</b>	<b>Registration No.</b>	<b>Mark</b>
78643049	3195812	MICHAEL STARS THE ORIGINAL SCENT
78643020	3178735	THE ORIGINAL SCENT
73680554	1488585	MICHAEL STARS
77604254		MICHAEL STARS THE ORIGINAL MATERNITY
77604254		MIKEY STARS A TINY DIVISION
77552474		MICHAEL STARS DOES DRESSES TO A TEE
77552450		MICHAEL STARS HAS DRESSES DOWN TO A TEE
77332344		MICHAEL STARS
77332346		MICHAEL STARS
76656594		MICHAEL STARS
76576703	3122355	MICHAEL STARS THE ORIGINAL TEE
75649322	2332061	MICHAEL STARS
76577154	2986604	RED T-SHIRT DESIGN
76335365	2722456	MICHAEL STARS
76335256	2744166	MICHAEL STARS

76656595		MICHAEL STARS BAR
76520916	2931411	SILHOUETTE OF WOMAN DESIGN
76443301	3066295	TEE-SHIRT DESIGN
75873344	2657664	THE ORIGINAL TEE
75858348	2393643	MIKEY STARS

**INTERNATIONAL**

Serial No.	Registration No.	Mark	Country
2380201	1924188	MICHAEL STARS THE ORIGINAL TEE (STYLIZED)	Argentina
917789	917,789	MICHAEL STARS THE ORIGINAL TEE (STYLIZED)	Australia
824740564		MICHAEL STARS THE ORIGINAL TEE (STYLIZED)	Brazil
1007537	TMA 535266	MICHAEL STARS (STYLIZED)	Canada
1096499	TMA 577185	MICHAEL STARS	Canada
3269711		MICHAEL STARS THE ORIGINAL TEE (STYLIZED)	China - PRC
2135093	2135093	MICHAEL STARS	CTM
1095371	1095371	MICHAEL STARS	CTM