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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Tadashi Shoji		04/24/2009	INDIVIDUAL:

RECEIVING PARTY DATA

Name:	The CIT Group/Commercial Services, Inc.
Street Address:	300 South Grand Avenue
Internal Address:	12th Floor
City:	Los Angeles
State/Country:	CALIFORNIA
Postal Code:	90071
Entity Type:	CORPORATION: NEW YORK

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	3498416	AYE
Registration Number:	3339021	TADASHI SHOJI
Registration Number:	2882363	T TADASHI
Registration Number:	3030753	TADASHI
Registration Number:	3054263	TADASHI

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@csclinfo.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

CH \$140.00 3496416

ATTORNEY DOCKET NUMBER:	TADASHI 1
NAME OF SUBMITTER:	Jean Paterson
Signature:	/Jean Paterson/
Date:	05/01/2009
Total Attachments: 11 source=5-1-09 Tadashi Shogi-TM#page1.tif source=5-1-09 Tadashi Shogi-TM#page2.tif source=5-1-09 Tadashi Shogi-TM#page3.tif source=5-1-09 Tadashi Shogi-TM#page4.tif source=5-1-09 Tadashi Shogi-TM#page5.tif source=5-1-09 Tadashi Shogi-TM#page6.tif source=5-1-09 Tadashi Shogi-TM#page7.tif source=5-1-09 Tadashi Shogi-TM#page8.tif source=5-1-09 Tadashi Shogi-TM#page9.tif source=5-1-09 Tadashi Shogi-TM#page10.tif source=5-1-09 Tadashi Shogi-TM#page11.tif	

**GRANT OF SECURITY INTEREST IN
PATENTS, TRADEMARKS AND LICENSES**

THIS GRANT OF SECURITY INTEREST IN PATENTS, TRADEMARKS AND LICENSES (herein, this "Security Agreement") made as of this 24 day of April, 2009, by Tadashi Shoji, an Individual located at 810 Hillside Terrace, Pasadena, California 91105 (herein the "Pledgor"), Tadashi Shoji & Associates, Inc., a California corporation, with its principal place of business at 3016 East 44th Street, Vernon, California 90058 (herein the "Client"), and The CIT Group/Commercial Services, Inc., a New York corporation, with offices at 300 South Grand Avenue, Los Angeles, California 90071 (herein "CIT").

WITNESETH:

WHEREAS, the Pledgor and CIT are parties to certain Guaranty dated July 2, 2003 (the "Guaranty") of indebtedness due from the Client pursuant to a factoring and/or financing arrangements, as the same may be amended from time to time (herein the "Agreement"), and to induce CIT to make loans, advances and extensions of credit, all to or for the account of the Client, the Pledgor hereby grants CIT a security interest in certain Pledgor's patents, patent applications and/or registrations, trademarks, trademark applications and/or registrations, trade names, goodwill and licenses, all as more fully set forth therein;

NOW THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, the Pledgor agrees as follows:

1. **Definitions.** Capitalized terms used herein and defined in the Agreement shall have the meanings set forth therein unless otherwise specifically defined herein.
2. **Grant of Security Interest.** To secure the payment of the "Obligations" (as defined in the Guaranty), the Pledgor hereby grants to CIT a security interest, effective immediately, in all of the Pledgor's right, title and interest in and to all of the following described property, whether now owned or hereafter acquired (collectively herein the "Intellectual Property Collateral"):
 - (i) Trademarks, trademark registrations, recordings and/or applications, tradenames, trade styles, service marks, prints and labels on which any of the foregoing have or may appear, designs, general intangibles pertaining to any of the foregoing, including, without limitation, the trademarks and applications, if any, listed on **Schedule B** attached hereto and made a part hereof, and any and all reissues and/or renewals thereof, and all income, royalties, damages and payments now and hereafter due and/or payable in connection therewith including, without limitation, damages and payments for past or future infringements thereof (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the "Trademark Collateral");
 - (ii) Patents and patent applications and/or registrations together with the inventions and improvements described and claimed therein including, without limitation, the patents and applications, if any, listed on **Schedule A**, attached hereto and made a part hereof, and any and all reissues and renewals thereof and all income, royalties, damages and payments now and hereafter due and/or payable in connection therewith including, without limitation, damages and payments for past or future infringements thereof (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the "Patent Collateral");
 - (iii) Any license agreement in which the Pledgor is or becomes licensed to use any patents and/or trademarks owned by a third party including, without limitation, the licenses, if any, listed on **Schedule C** attached hereto and made a part hereof (all of the foregoing are sometimes referred to

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herein individually and/or collectively as the "License Collateral");

- (iv) The goodwill of the Pledgor's business connected with and symbolized by the Intellectual Property Collateral;
- (v) All cash and non-cash proceeds, royalties and income of the foregoing, including without limitation any amounts obtained pursuant to any infringement action.
3. **CIT's Rights.** Upon the occurrence of any Event of Default hereunder, CIT shall have all the rights and remedies of a secured party under the Uniform Commercial Code and any other applicable state or federal laws. CIT will give the Pledgor reasonable notice of the time and place of any public sale of the Intellectual Property Collateral or the time after which any private sale of the Intellectual Property Collateral or any other intended disposition thereof is to be made. Unless otherwise provided by law, the requirement of reasonable notice shall be met if such notice is mailed, postage prepaid to the address of the Pledgor set forth above at least ten (10) days before the date of such sale or disposition. In addition to the foregoing and all other rights and remedies of CIT upon the occurrence of any Event of Default hereunder, CIT shall thereupon have the immediate right to transfer to itself or to sell, assign and transfer to any other person all right, title and interest in and to all or any part of the Intellectual Property Collateral. A formal irrevocable power of attorney (in the form annexed hereto) is being executed and delivered by the Pledgor to CIT concurrently with this Security Agreement to enable such rights to be carried out. The Pledgor agrees that, in the event CIT exercises its rights hereunder and/or pursuant to said power of attorney in accordance with its terms, after written notification of such exercise from CIT to the Pledgor, the Pledgor shall never thereafter, without the prior written authorization of the owner or owners of such Intellectual Property Collateral, use any of such Intellectual Property Collateral. The condition of the foregoing provision is such that unless and until there occurs an Event of Default under this Security Agreement, the Pledgor shall continue to own and use the Intellectual Property Collateral in the normal course of its business and to enjoy the benefits, royalties and profits therefrom provided, however, that from and after the occurrence of an Event of Default such right will, upon the exercise by CIT of the rights provided by this Security Agreement, be revoked and the right of the Pledgor to enjoy the uses, benefits, royalties and profits of said Intellectual Property Collateral will wholly cease, whereupon CIT or its transferee(s) shall be entitled to all of the Pledgor's right, title and interest in and to the Intellectual Property Collateral hereby so assigned. This Security Agreement will not operate to place upon CIT any duty or responsibility to maintain the Intellectual Property Collateral.
4. **Fees.** The Pledgor will pay all filing fees with respect to the security interest created hereby which CIT may deem necessary or advisable in order to perfect and/or maintain the perfection or priority of its security interest in the Intellectual Property Collateral, including, without limitation, all applicable filing fees to record this Security Agreement with the United States Patent and Trademark Office.
5. **Representations and Warranties.** The Pledgor represents and warrants: that the Pledgor lawfully possesses and owns the Intellectual Property Collateral and that except for the security interest granted hereby, the Intellectual Property Collateral will be kept free from all liens, security interests, claims and encumbrances whatsoever; that the Pledgor has not made or given any prior assignment, transfer or security interest in the Intellectual Property Collateral or any of the proceeds thereof; that the Intellectual Property Collateral is and will continue to be, in all respects, in full force and effect; and that there are no known infringements of the Intellectual Property Collateral. The Pledgor agrees not to take any action inconsistent with the terms and intent hereof, provided that the Pledgor may enter into licensing agreements in the ordinary course of its business on fair and reasonable terms, provided further that no Event of Default (as defined herein below) has occurred and that any such agreement does not adversely effect CIT's rights and interests hereunder. The Pledgor hereby further agrees to provide notice to CIT of any hereafter acquired Intellectual Property Collateral, provided that any such Collateral shall be automatically subject to the terms hereof and provided that the Pledgor shall take any such additional action as CIT shall reasonably request with respect thereto.

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6. **Application of Proceeds.** The proceeds of any sale, transfer or disposition of the Intellectual Property Collateral shall be applied first to all costs and expenses, including, but not limited to, reasonable attorneys' fees and expenses and court costs, incurred by CIT in connection with such sale and the exercise of CIT' rights and remedies hereunder and under the Agreement; next, such proceeds shall be applied to the payment, in whole or in part, of the Obligations due CIT in such order as CIT may elect; and the balance, if any, shall be paid to the Pledgor or as a court of competent jurisdiction may direct. The Pledgor hereby agrees that it shall be liable to CIT for, and shall pay to CIT on demand, any deficiency which may remain after such application of proceeds.
7. **Defense of Claims.** The Pledgor will defend at its own cost and expense any action, claim or proceeding affecting the Intellectual Property Collateral or the interest of CIT therein. The Pledgor agrees to reimburse CIT for all costs and expenses (including reasonable attorneys' fees) incurred by CIT in defending any such action, claim or proceeding.
8. **Rights Cumulative.** This Security Agreement shall be in addition to the Agreement and shall not be deemed to affect, modify or limit the Agreement or any rights that CIT has under the Agreement. The Pledgor agrees to execute and deliver to CIT (at the Pledgor's expense) any further documentation or papers necessary to carry out the intent or purpose of this Security Agreement including, but not limited to, financing statements under the Uniform Commercial Code.
9. **Construction and Invalidity.** Any provisions hereof contrary to, prohibited by or invalid under any laws or regulations shall be inapplicable and deemed omitted here from, but shall not invalidate the remaining provisions hereof.
10. **JURY TRIAL WAIVER; CHOICE OF LAW. TO THE EXTENT PERMITTED BY APPLICABLE LAW, EACH PARTY HERETO HEREBY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING ARISING DIRECTLY OR INDIRECTLY OUT OF THIS SECURITY AGREEMENT, OR ANY OTHER AGREEMENT OR TRANSACTION BETWEEN THE PARTIES HERETO. NOTWITHSTANDING THE PLACE OF EXECUTION HEREOF, EACH PARTY HERETO AGREES THAT THE VALIDITY, INTERPRETATION AND ENFORCEMENT OF THIS SECURITY AGREEMENT AND ALL RIGHTS HEREUNDER SHALL BE GOVERNED BY THE LAWS OF THE STATE OF CALIFORNIA.**

The parties to this Security Agreement prefer that any dispute between or among them be resolved in litigation subject to the above jury trial waiver. If, and only if, a pre-dispute jury trial waiver of the type provided for herein is unenforceable in litigation to resolve any dispute, claim, cause of action or controversy under this Security Agreement or any other document (each, a "Claim") in the venue where the Claim is being brought pursuant to the terms of this Security Agreement, then, upon the written request of any party, such Claim, including any and all questions of law or fact relating thereto, shall be determined exclusively by a judicial reference proceeding. Except as otherwise provided herein, venue for any such reference proceeding shall be in the state or federal court in the County or District where venue is appropriate under applicable law (the "Court"). The parties shall select a single neutral referee, who shall be a retired state or federal judge. If the parties cannot agree upon a referee within 30 days, the Court shall appoint the referee. The referee shall report a statement of decision to the Court. Notwithstanding the foregoing, nothing in this paragraph shall limit the right of any party at any time to exercise self-help remedies, foreclose against collateral or obtain provisional remedies (including without limitation, requests for temporary restraining orders, preliminary injunctions, writs of possession, writs of attachment, appointment of a receiver, or any orders that a court may issue to preserve the status quo, to prevent irreparable injury or to allow a party to enforce its liens and security interests). The parties shall bear the fees and expenses of the referee equally unless the referee orders otherwise. The referee also shall determine all issues relating to the applicability, interpretation, and enforceability of this section. The parties acknowledge that any Claim determined by reference pursuant to this section shall not be adjudicated by a jury.

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11. **Events of Default.** Any of the following constitutes an Event of Default under this Security Agreement:
- (i) The Pledgor fails to perform or observe any agreement, covenant or condition required under this Security Agreement;
 - (ii) Any warranty or representation made by Pledgor, in this Security Agreement shall be or becomes false or misleading in any material respect; or
 - (iii) The occurrence of any Event of Default under the Agreement which is not waived in writing by CIT.
12. **Notices.** The Pledgor covenants and agrees that, with respect to the Intellectual Property Collateral, it will give CIT written notice at the address set forth above of:
- (i) any claim by a third party that the Pledgor has infringed on the rights of a third party;
 - (ii) any suspected infringement by a third party on the rights of the Pledgor; or
 - (iii) any Intellectual Property Collateral created, arising or acquired by the Pledgor after the date hereof.
13. **Further Assurances.** The Pledgor will take any such action as CIT may reasonably require to further confirm or protect CIT's rights under this Security Agreement in the Intellectual Property Collateral. In furtherance thereof, the Pledgor hereby grants to CIT a power of attorney coupled with an interest which shall be Irrevocable during the term of this Security Agreement to execute any documentation or take any action in the Pledgor's behalf required to effectuate the terms, provisions and conditions of this Security Agreement.
14. **Termination.** This Security Agreement shall terminate upon termination of the Agreement and full, final and indefeasible payment in cash of all Obligations of the Pledgor thereunder. Upon the Pledgor's request, CIT shall within a reasonable time after any such termination execute and deliver to the Pledgor (at the Pledgor's expense) such documents and instruments as are reasonably necessary to evidence such termination and release of the security interest granted herein on any applicable public record.
15. **Assignment.** This Security Agreement binds and benefits each of us and our respective successors and assigns; provided, however, that the Pledgor may not assign this Security Agreement or its rights hereunder without CIT's prior written consent. The Pledgor agrees that CIT may, without notifying the Pledgor, sell, assign or transfer CIT's rights and obligations under this Security Agreement, including, without limitation, CIT's rights and obligations with respect to the Intellectual Property Collateral.
16. **Miscellaneous.** This Security Agreement, together with the Agreement constitutes the entire agreement of the Pledgor and CIT with respect to the subject matter hereof and supersedes and prior agreements or understandings. This Security Agreement can be changed only by a writing signed by both the Pledgor and CIT and CIT's failure or delay in exercising any of its rights hereunder will not constitute a waiver thereof, unless such waiver is in writing and signed by CIT, or bar CIT from exercising any of its rights at any time. No course of dealing between the Pledgor and CIT shall change or modify this Security Agreement. A waiver on any one occasion


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shall not be construed as a bar to or waiver of any right or remedy on any future occasion.

IN WITNESS WHEREOF, the parties hereto have duly executed this Security Agreement as of the day of APRIL 24, 2009.

By: 
TADASHI SHOJI, an Individual

Agreed and Accepted this
28 day of APRIL, 2009

THE CIT GROUP/COMMERCIAL SERVICES, INC.

By: 
Name: THOMAS F. ARAKAKI
Title: VICE PRESIDENT

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IRREVOCABLE POWER OF ATTORNEY

Tadashi Shoji, located at 810 Hillside Terrace, Pasadena, California 91105, (hereinafter referred to as the "Pledgor"), hereby grants to The CIT Group/Commercial Services, Inc., a New York corporation, with offices at 300 South Grand Avenue, Los Angeles, California 90071 (hereinafter referred to as "CIT"), the exclusive Irrevocable Power of Attorney to transfer to CIT or to any designee of CIT all Intellectual Property Collateral listed on the Schedules attached to the Grant of Security Interest in Patents, Trademarks and Licenses (the "Security Agreement"), dated as of the date hereof, between the Pledgor and CIT including, without limitation, all patents, patent applications and/or registrations, trademarks, trademark applications and/or registrations, and licenses together with the goodwill of the business connected with or symbolized by such Intellectual Property Collateral and the Pledgor's entire inventory of labels and decals bearing any trademarks not affixed to its products, and the right to operate and control, sell, assign, and transfer the business under those trademarks under the following terms and conditions:

1. The Power of Attorney granted hereunder shall be effective as of the date hereof and shall last for as long as any now existing or hereafter arising indebtedness, liabilities or obligations of the Pledgor to CIT are outstanding under the Guaranty between CIT and Pledgor.

2. The Power of Attorney granted herein shall be irrevocable throughout the duration of its life as specified in Paragraph 1 hereinabove;

3. The Power of Attorney granted herein shall only be exercisable by CIT after the occurrence of an Event of Default under Guaranty between CIT and Pledgor; and

4. CIT shall give the Pledgor ten (10) days prior written notice of the exercise of this power, and the waiver by CIT of any particular Event of Default as set forth in Paragraph 3 hereinabove shall have no force or effect unless in writing and signed by an authorized officer of CIT. Even then such waiver shall not constitute or be considered a waiver of any other Event of Default then existing or thereafter arising whether similar or not.

IN WITNESS WHEREOF, the Pledgor has caused this Power of Attorney to be executed as of the

24 day of April, 2009.

By: 
TADASHI SHOJI, an Individual

[signature must be notarized]

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ACKNOWLEDGMENT

State of California
County of Los Angeles

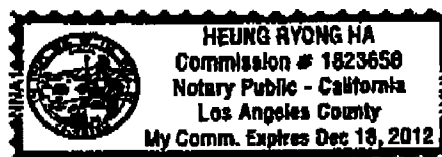
On APRIL 27 2009 before me, HEUNG RYONG HA (Notary Public)
personally appeared LADA SHI SHUJI

_____ who
proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the
same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the
instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the
instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (Seal)



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**SCHEDULE A TO GRANT OF SECURITY INTEREST IN PATENTS,
TRADEMARKS AND LICENSES**

between

TADASHI SHOJI

and

THE CIT GROUP/COMMERCIAL SERVICES, INC.

U.S. PATENTS

Title

Patent No.

Issue Date

NOT APPLICABLE

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CS

**SCHEDULE B TO GRANT OF SECURITY INTEREST IN PATENTS,
TRADEMARKS AND LICENSES**

between

TADASHI SHOJI

and

THE CIT GROUP/COMMERCIAL SERVICES, INC.

U.S. TRADEMARKS

<u>Title or Mark</u>	<u>Serial No.</u>	<u>Status</u>	<u>Registration No.</u>	<u>Registration Date</u>
AYE (Stylized)	77-031301	Registered	3,496,416	September 2, 2008



TADASHI SHOJI	77-124616	Registered	3,339,021	November 20, 2007
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T TADASHI (and Design)	76-145043	Registered	2,682,363	February 4, 2003
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TADASHI	78-976445	Registered	3,030,753	December 13, 2005
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TADASHI	78-544158	Registered	3,054,263	January 31, 2006
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**SCHEDULE C TO GRANT OF SECURITY INTEREST IN PATENTS,
TRADEMARKS AND LICENSES**

between

TADASHI SHOJI

and

THE CIT GROUP/COMMERCIAL SERVICES, INC.

U.S. LICENSES

Name

Registration No.

Registration Date

NOT APPLICABLE

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Class. *[Handwritten]*

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