

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
STRAND IMPORT AND DISTRIBUTORS, INC.		05/19/2009	CORPORATION: SOUTH CAROLINA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	BANCO POPULAR NORTH AMERICA		
<b>Street Address:</b>	120 Broadway		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10271		
<b>Entity Type:</b>	CORPORATION: NEW YORK		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2958732	GIFTS USA	
Registration Number:	2967537	PALM BEACH	
Registration Number:	2909089	REEF DIVER	
Serial Number:	78528279	WAVE ACTION	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(973)624-0356		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	973-624-2800		
<b>Email:</b>	coliveira@meyner.com		
<b>Correspondent Name:</b>	John N. Malyska, Esq.		
<b>Address Line 1:</b>	One Gateway Center, Suite 2500		
<b>Address Line 2:</b>	Meyner and Landis LLP		
<b>Address Line 4:</b>	Newark, NEW JERSEY 07102		
<b>NAME OF SUBMITTER:</b>	John N. Malyska, Esq.		

**OP \$115.00 2958732**

**900134955**

**TRADEMARK  
 REEL: 003994 FRAME: 0578**

Signature:	/John N. Malyska/
Date:	05/28/2009
<b>Total Attachments: 13</b> source=20090528095830#page1.tif source=20090528095830#page2.tif source=20090528095830#page3.tif source=20090528095830#page4.tif source=20090528095830#page5.tif source=20090528095830#page6.tif source=20090528095830#page7.tif source=20090528095830#page8.tif source=20090528095830#page9.tif source=20090528095830#page10.tif source=20090528095830#page11.tif source=20090528095830#page12.tif source=20090528095830#page13.tif	

**RESTATEMENT AND AMENDMENT OF  
COLLATERAL ASSIGNMENT OF INTELLECTUAL PROPERTY  
DATED NOVEMBER 14, 2005, AND RECORDED ON NOVEMBER 18, 2005,  
IN THE UNITED STATES PATENT AND TRADEMARK OFFICE  
IN REEL 3197 FRAME 0156**

THIS RESTATEMENT AND AMENDMENT OF COLLATERAL ASSIGNMENT OF INTELLECTUAL PROPERTY (this "Assignment") is made as of May 19, 2009, and is given by

**STRAND IMPORT AND DISTRIBUTORS, INC.**, a South Carolina corporation with its principal place of business at 550 George Bishop Drive, Myrtle Beach, South Carolina 29577 (the "Assignor"),

in favor of

**BANCO POPULAR NORTH AMERICA**, a New York state chartered commercial bank with an address at 120 Broadway, New York, New York 10271 (the "Assignee").

**AND WITNESSETH THAT:**

**WHEREAS**, on or about November 14, 2005, Assignor and Assignee executed a certain instrument entitled "Collateral Assignment of Intellectual Property" (the "2005 Collateral Assignment") and given in connection with a loan facility established by Assignee in favor of Assignor pursuant to a certain Credit Agreement also dated November 14, 2005 (the "2005 Loan Agreement");

**WHEREAS**, the 2005 Collateral Assignment was recorded on November 18, 2005, in the United States Patent and Trademark Office in Reel 3197 Frame 0156 et seq.;

**WHEREAS**, the 2005 Collateral Assignment secured the payment of the Obligations described and defined in the 2005 Loan Agreement;

**WHEREAS**, the 2005 Loan Agreement was amended and restated by an instrument between Assignor and Assignee dated as of June 30, 2008, and entitled "Amended and Restated Credit Agreement (the 2005 Loan Agreement as so amended and restated being hereinafter called the "2008 Loan Agreement)";

**WHEREAS**, although the 2005 Collateral Assignment was not separately reaffirmed at the time of the execution of the 2008 Loan Agreement, it was the intention of the parties thereto that the 2005 Collateral Assignment secured the payment of all Obligations described and defined in the 2005 Loan Agreement, including all Obligations incurred or arising after the execution of the 2005 Loan Agreement, such Obligations including without limitation

the Obligations described and defined in the 2008 Loan Agreement;

**WHEREAS**, Assignor and Assignee have restated and amended the 2008 Loan Agreement pursuant to a certain Amended and Restated Credit Agreement dated even date herewith (such Amended and Restated Credit Agreement, together with all extensions, modifications [including without limitation modifications increasing or decreasing the amount of any financial accommodation or facility now or hereafter provided hereunder], refinancings, renewals, substitutions, replacements and/or redatings thereof made from time to time hereafter, being hereinafter called the "2009 Loan Agreement");

**WHEREAS**, it is a condition to the Assignee's performance under the 2009 Loan Agreement that the 2005 Collateral Assignment be restated and amended so as to make clear that the payment of the Obligations described and defined in the 2009 Loan Agreement and hereinafter the "Obligations" (such Obligations being the continuation and recasting and refinancing, but not a repayment, of the same Obligations described and defined in the 2005 Loan Agreement and the 2008 Loan Agreement) remains secured by the rights and benefits and remedies afforded Assignee under the 2005 Collateral Assignment;

**WHEREAS**, to induce the Assignee to enter into the 2009 Loan Agreement and to perform its obligations thereunder, the Assignor has agreed to restate and amend the 2005 Collateral Assignment by and on the terms hereinafter set forth in order to reaffirm Assignor's grant to Assignee of a lien on and a security interest in all of Assignor's personal property assets pursuant to the 2009 Loan Agreement and this Assignment, including, without limitation, Assignor's patents, patent applications, trademarks, trademark applications, trade names, goodwill, copyrights, and licenses.

**NOW, THEREFORE**, in consideration of the premises set forth herein and in the 2009 Loan Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor agrees as follows:

1. Intellectual Property Assignment of Intellectual Property. To secure the full, complete and timely payment and satisfaction of all of Assignor's "Obligations", as defined above, Assignor hereby collaterally assigns, transfers, sets over and delivers to the Assignee and grants to Assignee (with power of sale, to the extent permitted by law, upon the occurrence of an Event of Default) a first priority lien and security interest on and in all of Assignor's right, title and interest in and to all of its now owned or existing and hereafter acquired or arising (whether registered, filed or recorded):

- (a) patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein, and those patents and patent applications listed on Schedule A hereto and made a part hereof, and (i) the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (ii) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, and (iii) the right to sue for past, present and future infringements thereof (all of the foregoing under this

subsection (a) hereinafter collectively referred to as the "Patents");

- (b) trademarks, trademark registrations, trade names and trademark applications, including, without limitation, the trademarks and tradenames and applications and registrations therefor listed on Schedule B, attached hereto and made a part hereof, and (i) continuations, extensions and renewals thereof, (ii) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof, and (iv) all rights corresponding thereto throughout the world (all of the foregoing under this subsection (b) hereinafter collectively referred to as the "Trademarks")
- (c) the goodwill of Assignor's business connected with and symbolized by the Trademarks;
- (d) license agreements with any other party, whether Assignor is a licensor or licensee under any such license agreement, including, without limitation, the licenses listed on Schedule C attached hereto and made a part hereof, and the right to prepare for sale, sell and advertise for sale, all Inventory (as defined in the 2009 Loan Agreement) now or hereafter owned by Assignor and now or hereafter covered by such licenses (all of the foregoing under this subparagraph (d) hereinafter referred to collectively as the "Licenses"); and
- (e) copyrights, copyright registrations and copyright applications including, without limitation, the copyrights and registrations and applications therefor listed on Schedule D attached hereto and made a part thereof, (ii) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof, and (iv) all rights corresponding thereto throughout the world (all of the foregoing under this subsection (e) hereinafter collectively referred to as the "Copyrights").

All of the foregoing Patents, Trademarks, Licenses, Copyrights, goodwill and other intellectual property and proprietary rights of the Assignor set forth above in this Section 1 are collectively hereinafter referred to as the "Intellectual Property."

2. New Patents, Trademarks, and Licenses. Assignor represents and warrants that the Patents, Trademarks, Licenses and Copyrights listed on Schedules A, B, C, and D, respectively, constitute all of the Patents, Trademarks, Licenses and Copyrights now owned by Assignor. If, before the Obligations shall have been satisfied in full, Assignor shall obtain rights to or become entitled to the benefit of any new patentable invention, patent or trademark application, tradename, trademark registration, license, license renewal, copyrights or application

or registration therefor, or patent for any reissue, division, continuation, renewal, extension, or continuation-in-part of any Patent or any improvement on any Patent, the foregoing shall be subject to the collateral assignment set forth in paragraph 1 hereof. Upon obtaining rights to the foregoing, the Assignor shall give to Assignee prompt written notice thereof, together with amended Schedules A, B, C and/or D, as applicable, to include the foregoing and shall execute and record any and all other and further documents and shall execute and record any and all other further documents, agreements or instruments necessary, in the Assignee's discretion, to give the Assignee a valid and first priority mortgage, lien and security interest on and in the foregoing.

3. Restrictions on Future Agreements and Action. Assignor agrees that until the Obligations shall have been fully and completely paid and satisfied Assignor will not enter into any agreement, take any action, or permit any action to be taken by others subject to its control, including licensees, or fail to take any action, which would affect the validity or enforcement of the rights transferred to Assignee under this Assignment.

4. Agreements and Duties of Assignor. Assignor agrees (a) not to sell or assign its interest in, or grant any license under, its Intellectual Property, without the prior written consent of Assignee; (b) to maintain the quality of any and all products in connection with which the Patents and/or Trademarks are used, consistent with the quality of said products as of the date hereof; (c) not to change the quality of said products without Assignee's express written consent; and (d) to provide Assignee, as often as reasonably requested thereby, with a certificate of an officer of Assignor certifying Assignor's compliance with the foregoing. Assignor shall have the duty (i) to prosecute diligently any patent application of the Patents, any trademark application of the Trademarks and any copyright application of the Copyrights, pending as of the date hereof or thereafter until the termination of this Assignment pursuant to Paragraph 10 hereof, (ii) to make application on unpatented but patentable inventions and on trademarks and copyrights, as appropriate, and (iii) to preserve and maintain all rights in patent applications and patents of the Patents and in trademark applications, trademarks, and trademark registrations of the Trademarks and in copyright applications and registrations of the Copyrights. Any expenses incurred in connection with such applications shall be borne by Assignor. Unless the benefits to be derived from the following are negligible, immaterial or the following are otherwise of little or no value, Assignor shall not abandon (x) any right to file a patent, trademark or copyright application, or (y) any pending patent, trademark or copyright application (z) or any patent, trademark or copyright (whether pending or otherwise) without the consent of Assignee, which consent shall not be unreasonably withheld.

5. Rights and Remedies. At any time an Event of Default has occurred, in addition to all other rights and remedies of Assignee, whether provided under this Assignment, the 2009 Loan Agreement and the other Loan Documents, applicable law or otherwise, Assignee shall have the following rights and remedies which may be exercised without notice to, or consent by, Assignor except as such notice or consent is expressly provided for hereunder: (a) Assignee may, or may require that Assignor, make any use of the Patents for any purpose whatsoever, including for the sale of goods, completion of work-in-process or rendering of services or otherwise in connection with enforcing any other security interest granted to Assignee by Assignor or for such other reason as Assignee may determine; (b) Assignee may grant such license or licenses relating

to the Intellectual Property for such term or terms, on such conditions, and in such manner, as Assignee shall in its discretion deem appropriate, and such license or licenses may be general, special or otherwise, and may be granted on an exclusive or non-exclusive basis throughout all or any part of the United States of America, its territories and possessions, and all foreign countries; (c) Assignee may assign, sell or otherwise dispose of the Intellectual Property, or any part thereof, either with or without special conditions or stipulations except that if notice to Assignor of intended disposition of Intellectual Property is required by law, the giving of five (5) days prior written notice to Assignor of any proposed disposition shall be deemed reasonable notice thereof and Assignor waives any other notice with respect thereto, and Assignee shall have the power to buy the Intellectual Property or any part thereof, and Assignee shall also have the power to execute assurances and perform all other acts which Assignee may, in its discretion, deem appropriate or proper to complete such assignment, sale, or disposition (in any such event, Assignor shall be liable for any deficiency); and (d) in addition to the foregoing, in order to implement the assignment, sale or other disposition of any of the Intellectual Property pursuant to the terms hereof; Assignee may at any time execute and deliver on behalf of Assignor, pursuant to the authority granted in the Power of Attorney described in paragraph 7 below, one or more instruments of assignment of the Intellectual Property (or any application, registration, or recording relating thereto), in form suitable for filing, recording, or registration. Assignor agrees to pay Assignee on demand all costs incurred in any such transfer of the Intellectual Property, including, but not limited to, any taxes, fees, and attorneys' fees and legal expenses. Assignor agrees that Assignee has no obligation to preserve rights to the Intellectual Property against any other parties.

6. Assignee's Right to Sue. From and after the occurrence of an Event of Default and the provision by Assignee of written notice to Assignor of Assignee's intention to enforce its rights and claims against any of the Intellectual Property, Assignee shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Intellectual Property and any licenses thereunder, and, if Assignee shall commence any such suit, Assignor shall, at the request of Assignee, do any and all lawful acts and execute any and all proper documents required by Assignee in aid of such enforcement and Assignor shall promptly, upon demand, reimburse and indemnify Assignee for all costs and expenses incurred by Assignee in the exercise of its rights under this paragraph 6.

7. Power of Attorney. To facilitate Assignor's exercise of its rights and remedies under the 2009 Loan Agreement, this Assignment, applicable law, or otherwise, Assignee hereby constitutes and appoints the Assignor, with full power of substitution, as the attorney-in-fact of the Assignor with the right, but not the duty, from time to time to create, prepare, complete, execute, deliver, endorse, and/or file and any all instruments, documents, applications, financing statements, and other agreements necessary or desirable, in the sole discretion of Assignor, to exercise any and all of such rights and remedies. Assignor hereby ratifies and approves all that such attorney-in-fact may lawfully do or cause to be done by virtue thereof. This power of attorney is coupled with an interest and shall be irrevocable until the Obligations shall have been fully and completely paid and satisfied.

8. Assignee's Other Rights and Remedies. Assignee shall have the right, at any time and from time to time, to inspect Assignor's premises and to examine Assignor's books, records

and operations, including, without limitation, Assignor's quality control processes. From and after the occurrence of an Event of Default, Assignor agrees that Assignee, or a conservator appointed by Assignee, shall have the right to establish such additional product quality controls as Assignee, or said conservator, in its sole judgment, may deem necessary to assure maintenance of the quality of products sold by Assignor under the Trademarks. Assignor acknowledges and agrees that this Assignment is not intended to limit or restrict in any way the rights and remedies of Assignee under the 2009 Loan Agreement but rather is intended to facilitate the exercise of such rights and remedies. All of Assignee's rights and remedies with respect to the Intellectual Property, whether established hereby or by the 2009 Loan Agreement, or by any other assignment or by law shall be cumulative and may be exercised singularly or concurrently.

9. Royalties. Assignor hereby agrees that the use by Assignee of all Intellectual Property as described above shall be worldwide and without any liability for royalties or other related charges from Assignee to the Assignor.

10. Waivers. No course of dealing between Assignor and Assignee, nor any failure to exercise, nor any delay in exercising, on the part of Assignee, any right, power or privilege hereunder or under the 2009 Loan Agreement, any right, power or privilege hereunder or under the 2009 Loan Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

11. Termination. This Assignment is made for collateral purposes only and upon full and complete payment and satisfaction of the Obligations this Assignment shall terminate and Assignee shall execute and deliver to Assignor all agreements, assignments or instruments as may be necessary or proper to terminate Assignee's collateral assignment and security interest in the Intellectual Property, subject to any disposition thereof which may have been made by Assignee pursuant hereto or pursuant to the 2009 Loan Agreement.

12. Severability. The provisions of this Assignment are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Assignment in any jurisdiction.

13. Modification. This Assignment cannot be altered, amended or modified in any way, except as specifically provided in paragraph 3 hereof or by a writing signed by the parties hereto.

14. Binding Effect. This Assignment shall be binding upon the Assignor and its respective successors and assigns, and shall inure to the benefit of Assignee, its nominees and assigns.

15. Counterparts. This Assignment may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be



deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Assignment by facsimile or in PDF shall be as effective as delivery of a manually executed counterpart of this Assignment.

16. Governing Law. This Assignment shall be governed by, and construed and enforced in accordance with, the laws of the State of New York, without regard to principles of conflicts or choice of law (other than Section 5-1401 of the New York General Obligations Law).

[signatures appear on the following page]


IN WITNESS WHEREOF, the parties hereto have duly executed this Restatement and Amendment of Collateral Assignment of Intellectual Property as of the date first above written.

**Witness**

**STRAND IMPORT AND DISTRIBUTORS, INC.**




By:

  
\_\_\_\_\_  
Haim J. Shamah  
President

**Witness:**

**BANCO POPULAR NORTH AMERICA**

By:

  
\_\_\_\_\_  
Robert J. Spitzer  
Assistant Vice President

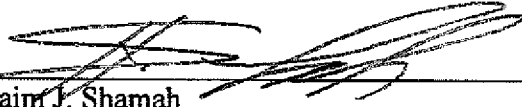
IN WITNESS WHEREOF, the parties hereto have duly executed this Restatement and Amendment of Collateral Assignment of Intellectual Property as of the date first above written.

Witness

**STRAND IMPORT AND DISTRIBUTORS, INC.**

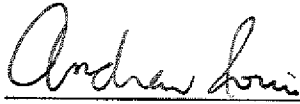


By:


  
Haim J. Shamah  
President

Witness:

**BANCO POPULAR NORTH AMERICA**



By:

  
Robert J. Spitzer  
Assistant Vice President

**SCHEDULES  
TO  
COLLATERAL ASSIGNMENT OF INTELLECTUAL PROPERTY**

**SCHEDULE A  
Patents: NONE**

**SCHEDULE B  
Trademarks**

<u>Trademark Registrations</u>	<u>Registration Date</u>	<u>Registration No.</u>
GIFTS USA	May 31, 2005	2,958,732
PALM BEACH	July 12, 2005	2,967,537
REEF DIVER	December 7, 2004	2,909,089
<u>Trademark Application</u>	<u>Application Date</u>	<u>Application No.</u>
WAVE ACTION	December 7, 2004	78-528279

**SCHEDULE C  
Licenses: NONE**

**SCHEDULE D  
Copyrights: NONE**

STATE OF SOUTH CAROLINA    )  
   ) ss.:  
 COUNTY OF HORRY            )

On May<sup>20</sup>, 2009, before me personally came **Haim J. Shamah**, to me known, who being duly sworn, did depose and say, that he is the President of **Strand Import and Distributors, Inc.**, the corporation described in and which executed the foregoing instrument as Assignor; and that he signed his name thereto in his capacity by order of the Board of Directors of said corporation.

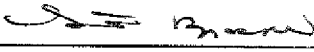
Sworn to before me this 20th day of May, 2009  
 Notary of South Carolina  
 My commission expires 11/7/16

*[Handwritten Signature]*  
 \_\_\_\_\_  
 Notary Public for S.C.  
 My Commission Expires 11-7-16

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

On May 27, 2009, before me, the undersigned, personally appeared **ROBERT J. SPITZER**, 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 executed the same in his capacity as an Assistant Vice President of Banco Popular North America, the corporation described in and which executed the foregoing instrument as Assignee by order of the Board of Directors of said corporation, and that by his signature on the instrument, the individual executed the instrument, and that such individual made such appearance before the undersigned in the City of New York, in the County of New York and State of New York.

STEPHANIE BRACERO  
NOTARY PUBLIC-STATE OF NEW YORK  
No. 01BR6156742  
Qualified in Bronx County  
My Commission Expires December 04, 2010

  
\_\_\_\_\_

AMENDED AND RESTATED  
CREDIT AGREEMENT

dated as of May 19, 2009

by and among

STRAND IMPORT AND DISTRIBUTORS, INC.,  
as Borrower,

HAIM J. SHAMAH  
MEIR LEVY  
SHAUL LEVY,  
collectively, as Guarantors

and

BANCO POPULAR NORTH AMERICA

\$5,250,000 CREDIT FACILITY

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