

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
ILC Trademark Corporation		06/19/2009	CORPORATION: BRITISH VIRGIN ISLANDS

RECEIVING PARTY DATA

Name:	American Brand Holdings, LLC
Street Address:	594 Jersey Avenue
Internal Address:	Unit C
City:	New Brunswick
State/Country:	NEW JERSEY
Postal Code:	08901
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 16

Property Type	Number	Word Mark
Registration Number:	0779097	HANG TEN
Registration Number:	0808565	HANG TEN
Registration Number:	0811306	HANG TEN
Registration Number:	0877451	
Registration Number:	0982289	
Registration Number:	0982290	
Registration Number:	1033976	HANG TEN
Registration Number:	2220279	HANG TEN
Registration Number:	1107859	
Registration Number:	1107860	HANG TEN
Registration Number:	2205322	HANG TEN
Registration Number:	2205788	HANG TEN
Registration Number:	2205789	

CH \$415.00 0779097

Registration Number:	3135267	
Serial Number:	77701916	
Serial Number:	77701940	HANG TEN

CORRESPONDENCE DATA

Fax Number: (973)848-4001
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: (973) 848 4000
Email: frank.politano@klgates.com
Correspondent Name: Frank L. Politano
Address Line 1: One Newark Center
Address Line 2: Tenth Floor
Address Line 4: Newark, NEW JERSEY 07102

NAME OF SUBMITTER:	Frank L. Politano
Signature:	/Frank L. Politano/
Date:	06/19/2009

Total Attachments: 10
source=Prefiling UCC Authorization Cover Letter#page1.tif
source=UCC Financing Statement#page1.tif
source=UCC Financing Statement#page2.tif
source=UCC Financing Statement#page3.tif
source=UCC Financing Statement#page4.tif
source=UCC Financing Statement#page5.tif
source=UCC Financing Statement#page6.tif
source=UCC Financing Statement#page7.tif
source=UCC Financing Statement#page8.tif
source=UCC Financing Statement#page9.tif

June 18, 2009

ILC Trademark Corporation
c/o 8th Floor, International Commercial Building
No. 23 Section/Chang An East Road
Taipei, Taiwan
Attn: Kenneth Hung

Re: Security Interest in Trademarks and Service Marks

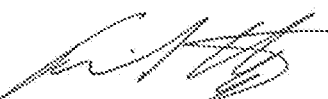
Dear Gentlemen:

In connection with the proposed sale to American Brand Holdings, LLC ("Debtor") and related purchase money note and security interest in trademark and service marks and related collateral, Debtor hereby authorizes ILC Trademark Corporation ("Secured Party") to file a financing statement(s) (the "Financing Statement") in the form attached. The Secured Party may file the Financing Statement in all offices it deems appropriate.

Nothing herein shall obligate Secured Party to consummate the proposed sale transaction. The Secured Party will terminate these filings promptly should the proposed sale transaction not take place.

A signature hereon delivered by facsimile transmission or e-mail of a ".pdf" format data file shall be deemed as legally effective as a signed original.

American Brand Holdings, LLC

By: 
Name: Frederick Hecowitz
Its: MANAGER

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

DE, Secretary of State

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - Insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME **AMERICAN BRAND HOLDINGS, LLC**

OR

1b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

1c. MAILING ADDRESS **594 Jersey Avenue, Unit C** CITY **New Brunswick** STATE **NJ** POSTAL CODE **08901** COUNTRY **USA**

1d. SEE INSTRUCTIONS ADDL INFO RE ORGANIZATION DEBTOR 1e. TYPE OF ORGANIZATION **LLC** 1f. JURISDICTION OF ORGANIZATION **DE** 1g. ORGANIZATIONAL ID #, if any **4246038** NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - Insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME

OR

2b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

2c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

2d. SEE INSTRUCTIONS ADDL INFO RE ORGANIZATION DEBTOR 2e. TYPE OF ORGANIZATION 2f. JURISDICTION OF ORGANIZATION 2g. ORGANIZATIONAL ID #, if any NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR SP) - Insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME **ILC TRADEMARK CORPORATION**

OR

3b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

3c. MAILING ADDRESS **International Commercial Building, 8th fl, No. 23 Section/Chang An East Road** CITY **Taipei** STATE POSTAL CODE **None** COUNTRY **TWN**

4. This FINANCING STATEMENT covers the following collateral:
See Exhibit A attached hereto and made a part hereof.

5. ALTERNATIVE DESIGNATION (if applicable): LESSEE/LESSOR CONSIGNEE/CONSIGNOR BAILEE/BAILOB SELLER/BUYER AG. LIEN NON-UCC FINANCING

6. THE FINANCING STATEMENT IS TO BE RECORDED (or recorded) IN THE REAL ESTATE RECORDS. ALLIED ADDRESSING (if applicable) 7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) ALL Debtors Debtor 1 Debtor 2 ADDITIONAL FEES (optional)

8. OPTIONAL FILER REFERENCE DATA **ILC Trademark Corporation**

EXHIBIT A

**ATTACHED TO UCC-1 FINANCING STATEMENT
BY AMERICAN BRAND HOLDINGS, LLC
AS DEBTOR IN FAVOR OF
ILC TRADEMARK CORPORATION**

DEBTOR: AMERICAN BRAND HOLDINGS, LLC 594 Jersey Avenue, Unit C New Brunswick, New Jersey 08901	SECURED PARTY: ILC TRADEMARK CORPORATION International Commercial Building, 8 th floor No. 23 Section/Chang An East Road Taipei, Taiwan
--	---

This Financing Statement covers the following types (or items) of property, all granted pursuant to that certain Intellectual Property Security Agreement ("Agreement") dated June 22, 2009 by the Debtor in favor of the Secured Party:

All of Debtor's right, title and interest in, to and under the following property, whether now owned by or owing to, or hereafter acquired by or arising in favor of the Debtor (including under any trade names, styles or derivations thereof), and whether owned or consigned by or to, or leased from or to, Debtor, and regardless of where located:

1. all trademarks and service marks identified on Schedule 1 attached hereto, the hangten.com domain name and all extensions and renewals of all the foregoing, together with the goodwill of Debtor and/or the Business symbolized by or associated with all of the foregoing (collectively, the "Trademarks"), as such Trademarks are used in the United States and Canada;
2. all common law rights in the Trademarks in the United States and Canada, all registrations, and applications for registration, of the Trademarks, including without limitation the applications and registrations listed on Schedule 1 attached hereto, and all renewals of such registrations, the goodwill of Debtor and the Business symbolized by and associated with the Trademarks, and the right to sue for past, present or future infringements of the Trademarks (collectively the "Trademark Rights");
4. all modifications, improvements, variations, derivations, derivative trademarks, service marks and marks and names based upon the Trademarks used by Debtor and/or in the Business now or in the future, including without limitation any of the foregoing using or referring to "Hang Ten," "HT" or a double footprint device, and the goodwill of the Debtor and/or the Business associated with such names and marks or other Trademarks;
5. all income, royalties and payments now or hereafter due and/or payable under and with respect to the Trademarks or Trademark Rights, including license fees and royalties under license and other agreements;

6. all claims, causes of action, damages and recoveries for past, present and future infringements or unauthorized use of any of the Trademarks or Trademark Rights and all rights arising therefrom and pertaining thereto;
7. all General Intangibles or other similar property of Debtor of any kind or nature, whether now owned or hereafter acquired or used, associated with or arising out of any of the Trademarks or Trademark Rights (including without limitation all license, distributorship and/or franchise agreements) not otherwise described herein and all of the goodwill of the Business symbolized or associated therewith;
8. all of Debtor's rights under contracts relating to the Trademark Rights, including without limitation those contracts listed in Schedule 1 attached hereto, and all license rights granted, and income, royalties, damages, and accounts now or hereafter due and/or payable, to Debtor under and with respect to any such contracts, and all rights to enforce such contracts;
9. any jointly held rights in any of the foregoing, whether by contract or otherwise; and
10. all Proceeds and products of any and all of the foregoing

Definitions

Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Uniform Commercial Code as the same may, from time to time, be enacted and in effect in the State of New York, or in any other applicable jurisdiction.

“Business” shall mean all of Debtor’s rights, title and interest in and to the business operations in the United States and Canada currently known as “Hang Ten®,” any successor names thereto, all goodwill related to the operation of Debtor’s business operations under the Hang Ten names and marks, and any other business of Debtor now existing or hereafter arising in the United States and Canada.

“Proceeds” shall mean whatever is acquired, collected on, or distributed on account of the sale, lease, license, sublicense, franchise, subfranchise, collection, use, exchange or other disposition, whether voluntary or involuntary, of any collateral described in this Exhibit A (“Collateral”), rights arising out of any Collateral, to the extent of the value of Collateral, claims arising out of the loss, nonconformity, or interference with the use of, defects or infringement of rights in, or damage to, the Collateral, and to the extent of the value of Collateral and to the extent payable to Debtor or Secured Party, insurance payable by reason of the loss or nonconformity of, defects or infringement in, or damages to the Collateral, including “proceeds” as defined in the UCC, and all insurance proceeds and all proceeds of proceeds of the foregoing. Proceeds shall also include: (i) any and all accounts, chattel paper, instruments, license fees, franchise fees, management fees, distributorship fees, royalties, required or permissible product purchase payments, general intangibles, cash and other proceeds, payable to or for the account of Debtor, from time to time in respect of any of the Collateral; (ii) any and all insurance policies and proceeds of any insurance, indemnity, warranty or guaranty payable to or for the account of Debtor from time to time with respect to any of the Collateral; (iii) any and all claims and payments (in any form whatsoever) made or due and payable to Debtor from time to time in connection with any requisition, confiscation, condemnation, seizure or forfeiture of all or any

part of the Collateral by any person acting under color of governmental authority; and (iv) any and all other amounts from time to time paid or payable under or in connection with any of the Collateral or for or on account of any damage or injury to or conversion of any Collateral by any person.

SCHEDULE 1

TRADEMARKS:

TRADEMARK APPLICATIONS AND REGISTRATIONS:

CONTRACTS

TRADEMARKS

HANG TEN U.S. Trademark Profile

	Serial Number	Registration Number	Mark Particular	Int'l Class	Goods/Services Covered
1	72184491	0779097	HANG TEN	25	Garments for swimming, including bathing suits, jackets and shirts
2	72222181	0808565	HANG TEN	25	Sandals
3	72222050	0811306	HANG TEN	28	Surfboards
4	72294298	0877451	Double Foot Print Device	25	Bathing suits, jackets and shirts
5	72376936	0982289	Double Foot Print Device	25	Female attire, namely shirts, dresses, skirts, pants, shorts and jackets
6	72380706	0982290	Double Foot Print Device	25	Socks
7	73054947	1033976	HANG TEN & Double Foot Print Device	28	Skateboards
8	75361258	2220279	HANG TEN & Design	14	Jewelry, watches and clocks
9	73137799	1107859	Double Foot Print Device	09, 14, 16, 18, 24, 25	Sunglasses, jewelry, stationery products; tote and utility bags; towels, and clothing
10	73137807	1107860	HANG TEN	09, 14, 16, 18, 24, 25	Sunglasses. Jewelry. Stationary products, namely paper, notebooks, binders and portfolios. Tote bags and utility bags, small leather goods, namely wallets, fobs, card and toiletry cases. Towels. Clothing namely, vests, overalls, jumpsuits, cover-ups or shifts for wear over bathing suits and the like. Lounge-wear, sleepwear, footwear, hosiery, headwear, belts,

	Serial Number	Registration Number	Mark Particular	Int'l Class	Goods/Services Covered
					wetsuits and hoods, gloves and boots for wetsuits, scarves, ties, jackets, and men's and boy's shirts, pants and shorts.
11	75338714	2205322	HANG TEN & double foot print device	25	Clothing, namely, tops/shirts, T-shirts, sweatshirts, sweatpants, sweaters, shorts, pants, slacks, jeans, dresses, skirts, jog warm-up suits, swim-wear, pajamas, underwear, hosiery, gloves, belts, coats, footwear, namely, beach footwear, athletic and casual footwear, headwear, namely, hats and caps.
12	75402692	2205788	HANG TEN	35	Retail stores featuring food, beverages, clothing and clothing accessories
13	75402693	2205789	Double Foot Print Device	35	Retail stores featuring food, beverage, clothing and clothing accessories
14	78595136	3135267	Double Foot Print Device	28	Skateboards, snowboards, water skis, waterboards, kneeboards, and bodyboards
15.	77701916		Double Footprint Logo	3	Cosmetic, toiletry, perfumery, fragrance and cleaning products
16.	77701940		HANG TEN	3	Cosmetic, toiletry, perfumery, fragrance and cleaning products

HANG TEN State Marks (California) Trademark Profile

	Serial Number	Registration Number	Mark Particular	Int'l Class	Goods/Services Covered
1	98243	98243	HANG TEN	25	Clothing, namely top/shirts, sweatshirts, sweaters, vests, shorts, short sets, pants/slacks, pants sets, sweatpants, jeans, overalls, coveralls, catsuits, skirts, jumpers, dresses, jog/warm-up suits, swimwear, pajamas, nightgowns, robes, underwear, hosiery, socks, scarfs, gloves and belts, active outdoor, namely, shells, jackets, and coats, skiwear, namely tops, bottoms and jackets, footwear, namely beach footwear and athletic/casual footwear, winter footwear, rubber boots and hiking boots, headwear, namely hats, caps and visors

HANG TEN Canadian Trade Mark Portfolio

No.	Registration Number	Trade Mark Particular	Valid Until	Goods/Services Covered
1	TMA 191,920	FOOT PRINTS & DESIGN	June 2018	Bathing suits, jackets & shirts
2	TMA 256,580	FOOTPRINTS DESIGN	March 2011	Apparel and apparel accessories*
3	TMA 352,810	FOOTPRINTS DESIGN	March 2019	Sunglasses
4	TMA 256,578	HANG TEN	March 2011	Footwear **
5	TMA 318,692	HANG TEN	Sept, 2016	Sunglasses
6	TMA 139,511	HANG TEN & DESIGN	March 2010	Bathing suits, jackets and shirts for men, women & boys
7	TMA 139,516	HANG TEN	March 2010	Bathing suits, jackets and shirts for men, women & boys

*** 2 – TMA 256,580**

- (a) Apparel and apparel accessories, namely bathing suits, jackets, shirts, pants, shorts, overalls, hosiery, loungewear, sleepwear, headwear.
- (b) Footwear, namely boots, shoes, loafers, moccasins, athletic shoes, sandals and slippers for men, women and children.
- (c) Stationary products, namely paper, notebooks, binders, portfolios, pencil pouches, and carriers for school items.
- (d) Handbags, tote bags and luggage.
- (e) Sports wear, namely coats, jackets, suits, dresses, skirts, vests, wraps, sweaters, blouses, shirts, jerseys, T-Shirts, shells, tunics, jumpers, jumpsuits, ski jackets and pants, jeans, jodhpurs, shorts, ponchos, halters, pedals pushers.

**** 4 – TMA 256,578**

- (a) Footwear, namely boots, shoes, loafers, moccasins, athletic shoes, sandals and slippers for men, women and children.
- (b) Handbags, tote bags and luggage.
- (c) Sports wear, namely coats, jackets, suits, dresses, skirts, vests, wraps, sweaters, blouses, shirts, jerseys, T-Shirts, shells, tunics, jumpers, jumpsuits, ski jackets and pants, jeans, jodhpurs, shorts, ponchos, halters, pedals pushers.
- (d) Belts, headwear, namely hats, caps and visors, hosiery, men's and boy's pants, scarves and sleepwear.
- (e) Women's pants.
- (f) Fleece tops and bottoms and warm-up suits.

Contracts:

U.S.A.

Master License Agreement by and between ABH and International Licensing (CA) Corp. ("ILCCA")