

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Assignment of Security Interest		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
ROSENTHAL & ROSENTHAL, INC.		04/22/2009	CORPORATION: NEW YORK
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	RONKONKOMA OPERATIONS LLC		
<b>Doing Business As:</b>	DBA SCALAMANDRE		
<b>Street Address:</b>	350 WIRELESS BLVD		
<b>Internal Address:</b>	c/o Lanco Corporation		
<b>City:</b>	HAUPPAUGE		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	11788		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: NEW YORK		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	74025404	SCALAMANDRE	
<b>Serial Number:</b>	75260939	SCALAMANDRE	
<b>Serial Number:</b>	76673689	ISLAND CLOTH COLLECTION	
<b>Serial Number:</b>	76619367	BERMUDA CLOTH	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(212)752-6380		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	212-421-2233		
<b>Email:</b>	mclyman@sillerwilk.com		
<b>Correspondent Name:</b>	Mark S. Clyman, Esq.		
<b>Address Line 1:</b>	675 Third Avenue		
<b>Address Line 2:</b>	Siller Wilk LLP		
<b>Address Line 4:</b>	NEW YORK, NEW YORK 10017		

OP \$1115.00 74025404

ATTORNEY DOCKET NUMBER:	4266.01
NAME OF SUBMITTER:	Mark S. Clyman
Signature:	/Mark S. Clyman/
Date:	10/05/2009
<p>Total Attachments: 12 source=20091005165237462#page1.tif source=20091005165237462#page2.tif source=20091005165237462#page3.tif source=20091005165237462#page4.tif source=20091005165237462#page5.tif source=20091005165237462#page6.tif source=20091005165237462#page7.tif source=20091005165237462#page8.tif source=20091005165237462#page9.tif source=20091005165237462#page10.tif source=20091005165237462#page11.tif source=20091005165237462#page12.tif</p>	

## Agreement

Agreement dated as of April 22, 2008 between Rosenthal & Rosenthal, Inc. ("Rosenthal") and Ronkonkoma Operations LLC ("ROL").

1. In consideration of the payment to Rosenthal by ROL of the sum of \$ [REDACTED] (the "Payoff Amount"), in good funds representing an amount equal to the outstanding balance owing by Scalamandre Silks, Inc. ("Scalamandre") to Rosenthal as of the date hereof (it being understood and agreed that payment of said amount does not constitute repayment of Scalamandre's obligations to Rosenthal under the Financing Agreement referred to below, which shall continue in full force and effect) (the "Current Indebtedness"), Rosenthal hereby assigns to ROL without recourse, representation or warranty of any kind, all of its right, title and interest in and to the financing agreement entered into between Rosenthal and Scalamandre dated November 20, 2007, as amended and/or supplemented together with all documents, instruments and agreements related thereto, including, without limitation, the Inventory Security Agreement by Scalamandre in favor of Rosenthal, the mortgages by Wemart Associates LLC and Scalamandre Silks, Inc., respectively, in favor of Rosenthal, the mortgage by Mark J. and Willa S. Bitter in favor of Rosenthal, Pledge Agreements with respect to cash and securities by Adriana Bitter and Edwin Bitter, respectively; those certain Guarantees executed by the persons signing as "Guarantors" below in each case in favor of Rosenthal, and any and all uniform commercial code financing statements listing Rosenthal as secured party and Scalamandre as debtor (together, the "Financing Agreement"). \$ [REDACTED] of the Payoff Amount shall be held by Rosenthal as cash collateral to be applied by Rosenthal against any liabilities it may have under that certain letter of credit issued by JPMorganChase on May 5, 2008, no. TPTS-260535 for the benefit of 950 Third Avenue, LLC, upon the final and complete termination of which letter of credit any unapplied portion of such cash collateral shall promptly be returned by Rosenthal to ROL. A listing of all material documents which comprise the Financing Agreement are annexed hereto as Exhibit A (which consists of two pages).

2. ROL hereby assumes any and all of the obligations, liabilities and duties of Rosenthal pursuant to and under the Financing Agreement and agrees to indemnify and hold Rosenthal harmless from and against any and all loss, liability and expense including, without limitation, attorney's fees (whether in-house or outside) arising in connection with, or related to, (i) any act or omission by ROL after the date hereof in connection with or related to the Financing Agreement, and/or (ii) any other facts or circumstances arising after the date hereof related to the Financing Agreement. In addition, ROL hereby agrees to indemnify Rosenthal and save Rosenthal harmless from any loss, claim, liability, charge, cost or expense in connection with or pursuant to this

Agreement other than in connection with Rosenthal's express obligations and liabilities hereunder.

3. ROL agrees to pay to Rosenthal on Rosenthal's written demand all amounts represented by checks or other instruments for the payment of money received which were applied by Rosenthal at any time in the computation of the Current Indebtedness or remitted to ROL pursuant to paragraph 4 of this Agreement, which were received in the form of other than good funds and which were subsequently determined to be uncollectible in whole or in part, for any reason, to the repayment of the outstanding balance and which are returned at the date of this Agreement for insufficient funds or for any other reason.

4. Rosenthal agrees to remit to ROL any collections that Rosenthal may subsequently receive on any accounts of Scalamanдре from the date hereof through the date that is 90 days after the date hereof.

5. To induce each other to effect the Assignment, each of Rosenthal and ROL represents and warrants to the other as follows:

(a) It is a corporation or limited liability company duly incorporated, validly existing and in good standing under the laws of the State of its formation, with power and authority to carry on its business as now conducted, to own its assets and properties, and to execute and deliver this Agreement and perform its terms.

(b) Its execution and delivery of this Agreement and consummation of the transactions contemplated hereby have been duly and validly authorized by all necessary corporate action in respect thereof on its part; this Agreement represents the valid and binding obligations, enforceable against it in accordance with its terms (except in all cases as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally and may be subject to general principles of equity).

(c) Assuming the accuracy of the other party's representations and warranties herein, neither the execution, delivery or performance of this Agreement, nor the consummation by it of the transactions contemplated herein, will (i) contravene any provisions of the Certificate of Incorporation (or charter as the case may be) or by-laws; or (ii) contravene any note, bond, indenture or mortgage or any material agreement, lease license or any other material instrument or obligation binding upon it; or (iii) violate Applicable Law (as hereinafter defined) or require the consent of filing with any person; or (iv) violate, conflict with or result in a material breach of any other material legal or consensual restriction to which it is subject, which would prohibit or materially impair the consummation of the transaction contemplated by this Agreement. The

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term "Applicable Law" shall mean all statutory and common law of the United States and the states thereof applicable to Rosenthal or to ROL, or the transactions under this Agreement, all orders, rules and regulations of government authorities, and all approvals, consents, decrees and judgments thereof, in each case similarly applicable.

(d) Assuming the accuracy of the other party's representations and warranties herein, no notice to, filing with, authorization of or exemption by, or consent or approval of any governmental body or authority is necessary for the consummation by it of the transactions contemplated by this Agreement.

6. Pursuant to this Agreement, the documents listed on Exhibit A annexed hereto shall exist solely for the benefit of ROL. Furthermore, Scalamandre, the Guarantors, and Rosenthal each agree to execute any and all further instruments and agreements as may be reasonably required by ROL in furtherance of this Agreement (provided, that with respect to Rosenthal, it shall be at the sole expense of ROL in all cases).

7. (a) ROL shall bear and pay all the costs and expenses incurred by Rosenthal or on Rosenthal's behalf in connection with the transactions contemplated hereunder, including fees and expenses of counsel (whether in-house or outside). All documentary transfer taxes and other taxes and fees imposed in connection with the transfer and sale of any assets shall be paid by ROL.

(b) Except as otherwise expressly provided herein, this Agreement and any other documents delivered in connection herewith contain the entire agreement between the parties hereto with respect to the transaction contemplated hereunder and such agreement supersedes all prior arrangements or understandings with respect thereto, written or oral. The terms and conditions of this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns. No representations or warranty, express or implied, shall be deemed to have been made by any party hereto except as expressly provided herein or in such other document.

(c) This Agreement may be amended only by a subsequent writing signed by the parties hereto.

(d) All waivers granted under this Agreement (other than deemed expressly provided for herein) shall be in writing signed by the waiving party.

(e) All notices or other communications which are required or permitted hereunder shall be in writing and sufficient if delivered personally, telephonically (followed by written confirmation) or sent electronically by telecopy, in each case, to the person specified below or sent by registered or certified mail, postage prepaid, to such person at the address set forth below (or at such other address as may from time to time be provided by Rosenthal or ROL or to the other hereunder), and shall be deemed to have been delivered or sent as of the date so personally, telephonically, or

electronically delivered or sent as of the date which is three business days after being so mailed:

RO: Ronkonkoma Operations LLC  
c/o Ldwco Corporation  
350 Wireless Boulevard  
Hempstead, NY 11778  
Attention: Louis N. Renzo

Rosenthal: Rosenthal & Rosenthal, Inc.  
1370 Broadway  
New York, NY 10018  
Attention: David Flaxman, Esq.  
General Counsel

(f) This Agreement may be executed in one or more counterparts, each of which shall constitute one and the same agreement.

(g) This Agreement shall be governed by and construed in accordance with the laws of the State of New York as if it were an agreement made and to be performed solely within the State of New York.

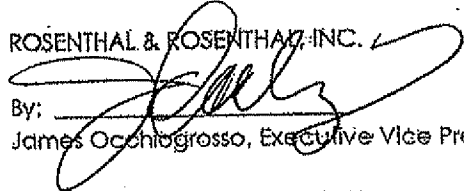
(h) Rosenthal and ROL each agree that any judicial proceeding brought against either party to this Agreement with respect to this Agreement or any matter related thereto shall be brought in a court of competent jurisdiction in the Borough of Manhattan, the City of New York, State of New York, and, by execution and delivery of this Agreement, Rosenthal and ROL each (i) accepts, generally and unconditionally, the exclusive jurisdiction of such courts and any related appellate court, and irrevocably agrees to be bound by any judgment that is non-appealable or that it declines to appear rendered thereby in connection with this Agreement or any matter related thereto and (ii) irrevocably waives any objection it may now or hereafter have as to the venue of any such suit, action or proceeding brought in such a court and any claim that such court is an inconvenient forum.

(i) ROSENTHAL AND ROL EACH HEREBY WAIVE TRIAL BY JURY IN ANY JUDICIAL PROCEEDING INVOLVING ANY MATTER IN ANY WAY ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE INSTRUMENTS TO BE EXECUTED IN CONNECTION HERewith.

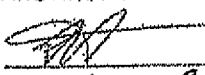
[Signatures on Following Pages]

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed on its behalf and its corporate seal to be hereunto affixed and attested by officers thereunto duly authorized all as of the day and year first above written.

ROSENTHAL & ROSENTHAL, INC.

By:   
James Occhiogrosso, Executive Vice President

RONKONKOMA OPERATIONS LLC

By:   
Name: Louis Riva  
Title: \_\_\_\_\_



CONSENT OF SCALAMANDRE SILKS, INC.

The undersigned Scalamandre Silks, Inc. hereby consents, in all respects, to the foregoing Agreement ("Assignment Agreement") and agrees, warrants and represents to Rosenthal and ROL that (a) the Financing Agreement is in full force and effect, (b) the Current indebtedness owing by Scalamandre thereunder as of the date hereof is \$ [REDACTED] (c) there exists no offsets, defenses or counterclaims to its obligations under the Financing Agreement, (d) Scalamandre is currently in good standing under the laws of the state of New York, and (e) from and after the date hereof ROL may exercise all rights and remedies of Rosenthal under or with respect to the Financing Agreement to the same extent as if ROL had been the original party thereunder. In furtherance thereof, Rosenthal is authorized to turn over to ROL all unapplied collateral of Scalamandre in its possession after the date hereof. Scalamandre hereby releases, remises and forever discharges Rosenthal from any claims or liability that Scalamandre may now or at any time hereafter have against Rosenthal by reason of or pursuant to the Financing Agreement and shall hereafter only look to ROL thereunder. In addition, Scalamandre hereby agrees to indemnify Rosenthal and save Rosenthal harmless from any loss, claim, liability, charge, cost or expense in connection with or pursuant to the Assignment Agreement.

All capitalized terms used in this consent that are defined in the Assignment Agreement have the respective meanings given to them in the Assignment Agreement.

SCALAMANDRE SILKS, INC.

By: 

Name: Robert J. [REDACTED]

Title: President





CONSENT OF GUARANTORS AND/OR PLEDGORS AND/OR MORTGAGORS

The undersigned, Guarantors, Pledgors and/or Mortgagors of Scalamandre, each hereby (a) consents, in all respects, to the foregoing agreement (the "Assignment Agreement"), (b) agrees that from and after the date hereof ROL may exercise all rights and remedies of Rosenthal under or with respect to its guaranty, pledge and/or mortgage agreements with respect to the Financing Agreement to the same extent as if ROL had been the original party thereunder and (c) releases, remises and forever discharges Rosenthal from any claims or liability that any or all of them may now or at any time hereafter have against Rosenthal by reason of or pursuant to the Financing Agreement and shall hereafter only look to ROL thereunder. . In furtherance thereof, Rosenthal is authorized to turn over to ROL all unapplied collateral of such guarantors, pledgors and/or mortgagors in its possession after the date hereof. In addition, each of the undersigned Guarantors hereby agrees to indemnify Rosenthal and save Rosenthal harmless from any loss, claim, liability, charge, cost or expense in connection with or pursuant to the Assignment Agreement.

Further, each of the undersigned Guarantors hereby confirms that their respective Guarantees remains in full force and effect without offset, defense or counterclaim. Nothing contained herein is intended to affect or impair the rights of ROL under any of the Guarantees or to vary the terms thereof or to act as a waiver of any of the terms thereof.

All capitalized terms used in this consent that are defined in the Assignment Agreement shall have the respective meanings given to them in the Assignment Agreement.

  
Edwin Bitter (Individual Guarantor)

  
Adriana Bitter (Individual Guarantor)

Robert Bitter (Individual Guarantor)

SCALAMANDRE EU

By: \_\_\_\_\_  
Robert Bitter

SCALAMANDRE LICENSING INC.

By: \_\_\_\_\_  
Robert Bitter, President

5827 Magnolia Lane  
Vero Beach, Fl., 32967  
4/22/09

RS

CONSENT OF GUARANTORS AND/OR PLEDGORS AND/OR MORTGAGORS

The undersigned, Guarantors, Pledgors and/or Mortgagors of Scalamanre, each hereby (a) consents, in all respects, to the foregoing agreement (the "Assignment Agreement"), (b) agrees that from and after the date hereof ROL may exercise all rights and remedies of Rosenthal under or with respect to its guaranty, pledge and/or mortgage agreements with respect to the Financing Agreement to the same extent as if ROL had been the original party thereunder and (c) releases, remises and forever discharges Rosenthal from any claims or liability that any or all of them may now or at any time hereafter have against Rosenthal by reason of or pursuant to the Financing Agreement and shall hereafter only look to ROL thereunder. . In furtherance thereof, Rosenthal is authorized to turn over to ROL all unapplied collateral of such guarantors, pledgors and/or mortgagors in its possession after the date hereof. In addition, each of the undersigned Guarantors hereby agrees to indemnify Rosenthal and save Rosenthal harmless from any loss, claim, liability, charge, cost or expense in connection with or pursuant to the Assignment Agreement.

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\_\_\_\_\_  
Edwin Bitter (Individual Guarantor)

\_\_\_\_\_  
Adriana Bitter (Individual Guarantor)

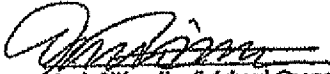
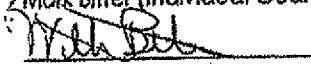
*Robert J. Bitter*  
\_\_\_\_\_  
Robert Bitter (Individual Guarantor)

SCALAMANDRE EU

By: *Robert J. Bitter*  
\_\_\_\_\_  
Robert Bitter

SCALAMANDRE LICENSING INC.

By: *Robert J. Bitter*  
\_\_\_\_\_  
Robert Bitter, President

  
Mark Bitter (Individual Guarantor)  
  
Willa Bitter (Individual Guarantor)

SA FABRICS, INC.

By: \_\_\_\_\_  
Robert Bitter, Executive Vice president

WEMART ASSOCIATES, LLC

By:   
Mark Bitter, Member

By: \_\_\_\_\_  
Robert Bitter, Member

Mark Bitter (Individual Guarantor)

Wila Bitter (Individual Guarantor)

SA FABRICS, INC.

By: Robert Bitter  
Robert Bitter, Executive Vice president

WEMART ASSOCIATES, LLC

By: \_\_\_\_\_  
Mark Bitter, Member

By: Robert Bitter  
Robert Bitter, Member

**EXHIBIT A (PAGE ONE OF TWO)**

Scalamandre Affidavit of M&W Bitter re 6 Meadowspring

Scalamandre Affidavit of Title

Scalamandre Affidavit re OFAC

Scalamandre Affidavit Silks & Wemart

Scalamandre Certification by Corporation

Scalamandre Certification by M&W Bitter

Scalamandre Corporation Resolution Silks

Scalamandre Disbursement Letter

Scalamandre Document Re-execution M&W Bitter

Scalamandre Document Re-execution Silks & Wemart

Scalamandre Environmental Indemnity Agreement

Scalamandre Guarantors Certificate

Scalamandre Leasehold Mortgage & Security Agmt

Scalamandre Managing Members Cert Wemart

Scalamandre Personal Property Insurance Meadow

Scalamandre Silks Unanimous Consent

Scalamandre Third Mortgage M&W Bitter to R&R

Scalamandre Title Insurance Meadowspring

Scalamandre Title Insurance Trade Zone Dr.

Scalamandre Wemart Unanimous Consent

EXHIBIT A (PAGE TWO OF TWO)

A Bitter - Account Transfer Form  
A Bitter - Pledge Agreement and G3-Form  
bank account release letter - Capital One - 02-27-09  
Blocked Account Restrict Notice  
Notice of Default  
Scalamandre - A&E Bitter direction ltr to BoA  
Scalamandre - A. Bitter Pledge of CD\$50k  
Scalamandre - Acct Transfer Instruction  
Scalamandre - Deposit AC Agent Capital One  
Scalamandre - E. Bitter Pledge Guarantees  
Scalamandre - Federal Reserve Form G-3  
Scalamandre - Pledge Agent A&E Bitter  
Scalamandre - SA Termination Copyrights  
Scalamandre - SA Termination Trademarks  
Scalamandre Amend re Overadv and Paydown 03-08  
Scalamandre Amend re Overadv and Paydown 06-08  
Scalamandre Blocked Account Agent  
Scalamandre Cash Collat Amend re Pay A. Bitter  
Scalamandre Cash Collateral A. Bitter  
Scalamandre Chase Comingling Agent Licensing  
Scalamandre Chase Comingling Agent SA Fabrics  
Scalamandre Chase Comingling Agent Silks  
Scalamandre Corp Guarant EU  
Scalamandre Corp Guarant Licensing  
Scalamandre Corp Guarant SA Fabrics  
Scalamandre Corp Guarant Wornart  
Scalamandre Disbursement Letter  
Scalamandre Equipment Sec'y Agent  
Scalamandre Financing Agent  
Scalamandre General Sec'y Agent  
Scalamandre Inventory Sec'y Agent  
Scalamandre Landlord's Subord  
Scalamandre Licensing Termination Copyrights  
Scalamandre Licensing Termination Trademarks  
Scalamandre Notice to Capital & North fork re Blocked AC  
Scalamandre Officers Cert  
Scalamandre Officers Cert EU  
Scalamandre Officers Cert Licensing  
Scalamandre Officers Cert SA Fabrics  
Scalamandre Officers Cert Wornart  
Scalamandre Personal Guarant A. Bitter  
Scalamandre Personal Guarant R&M Bitter  
Scalamandre Personal Guarant W. Bitter  
Scalamandre Post Closing Items Letter  
Scalamandre Sale of Mort Wornart  
Scalamandre Special Power of Atty TMs  
Scalamandre Subord & Assign A. Bitter  
Scalamandre Subord & Assign E. Bitter  
Scalamandre Subord & Assign M. Bitter  
Scalamandre Subord & Assign R. Bitter  
Scalamandre Term Note  
Scalamandre Termination Blocked Acct  
Scalamandre Termination Copyrights  
Scalamandre Termination Release Indem  
Scalamandre TM Security Interest Recordable Form  
Scalamandre Town of Illip Waiver  
Scalamandre Trademark Sec'y Agent  
Scalamandre Tradestyle Cert  
Scalamandre UCC Perfiling Auths  
Scalamandre Waiver of Finan Covenants  
Scalamandre Waiver of Finan Covenants 7-21-08

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