

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Scalamandre Silks, Inc.		05/15/2009	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 Boulevard		
<b>City:</b>	New York		
<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>	76619367	BERMUDA CLOTH	
<b>Serial Number:</b>	76673689	ISLAND CLOTH COLLECTION	
<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>	Siller Wilk LLP		
<b>Address Line 1:</b>	675 Third Avenue		
<b>Address Line 2:</b>	Mark S. Clyman, Esq.		
<b>Address Line 4:</b>	New York, NEW YORK 10017		
<b>ATTORNEY DOCKET NUMBER:</b>	4266.01		

OP \$115.00 74025404

**900144675**

**TRADEMARK  
 REEL: 004074 FRAME: 0023**

NAME OF SUBMITTER:	Mark S. Clyman
Signature:	/Mark S. Clyman/
Date:	10/06/2009
<b>Total Attachments: 8</b> source=20091001155211707#page1.tif source=20091001155211707#page2.tif source=20091001155211707#page3.tif source=20091001155211707#page4.tif source=20091001154131824#page1.tif source=20091001154131824#page2.tif source=20091001154131824#page3.tif source=20091001154131824#page4.tif	

**RONKONKOMA OPERATIONS LLC  
350 WIRELESS BOULEVARD  
HAUPPAUGE, NEW YORK 11788**

**NOTICE OF INTENTION TO ACCEPT COLLATERAL  
IN SATISFACTION OF OBLIGATION**

**April 24, 2009**

**VIA FACSIMILE AND OVERNIGHT MAIL**

To: Mr. Robert Iommazzo  
President  
Scalamandre Silks, Inc.  
300 Trade Zone Drive  
Ronkonkoma, New York 11779

Re: Notice of Intent to Accept Collateral

Dear Mr. Iommazzo:

Reference is hereby made to (i) that certain loan agreement (the "Financing Agreement") dated November 20, 2007 whereby a financing facility was made available to Scalamandre Silks, Inc. a New York corporation ("Scalamandre") by Rosenthal & Rosenthal, Inc., a New York corporation ("R&R"), and which was secured by the Security Documents as defined in the Financing Agreement (the "Security Documents"); (ii) that certain agreement dated April 22, 2009 (the "Assignment and Assumption Agreement") between R&R, as assignor, and Ronkonkoma Operations LLC, as assignee (the "ROL"), pursuant to which R&R sold and assigned to the ROL all of R&R's rights, interests and benefits under the Loan Documents as defined in the Financing Agreement (the "Loan Documents"); (iii) the Secured Demand Promissory Note (the "Demand Note") dated April 10, 2009, issued by Scalamandre to Louis N. Renzo ("Renzo"); and (iv) the Contribution and Assignment Agreement, dated as of April 23, 2009, pursuant to which Renzo assigned and contributed the Demand Note to ROL, and Renzo assigned to ROL his rights, interests and benefits under the Security Agreement, dated April 10, 2009, between Scalamandre and ROL, which was entered into in connection with the Demand Note (the "Demand Note Security Agreement").

Pursuant to the Financing Agreement, the Security Documents, and the Demand Note Security Agreement, Scalamandre granted security interests to R&R and Renzo in certain collateral of Scalamandre (the "Collateral") as security for the repayment of the Term Note, Term Loans and Revolving Loan, as those terms are defined in the Loan Documents, and the repayment of the Demand Note. As of this date, the amount of the Obligations (as that term is defined in the Financing Agreement and the Demand Note Security Agreement) due to ROL under the Term Loans, the Term Note, Revolving Loans and the Demand Note is \$

The undersigned proposes pursuant to UCC § 9-620 of the State of New York to accept and retain the specified Collateral set forth on Schedule A attached hereto, in full satisfaction of the Obligations and all interest accrued or at any time accruing thereon.

RONKONKOMA OPERATIONS LLC

By: 

\_\_\_\_\_  
Louis N. Renzo

Title: Managing Member

## Schedule A

The following assets, including any other assets of Borrower in which Lender was granted a security interest under any Collateral Document, the "Collateral;" capitalized terms not otherwise defined herein have the meanings ascribed thereto in the Financing Agreement): (i) all Receivables (whether or not Eligible Receivables and whether or not specifically listed on any schedules, assignments or reports furnished to Lender); (ii) all of Borrower's property, and the proceeds thereof, now or hereafter held or received by or in transit to Lender or held by others for Lender's account, including any and all deposits, balances, sums and credits of Borrower with, and any and all claims of Borrower against, Lender, at any time existing; (iii) all credit insurance policies, and all other insurance and all guarantees relating to the Receivables or other Collateral; (iv) all books, records and other general intangibles evidencing or relating to Receivables or other Collateral and the computer hardware and software and media containing such books and records; all deposits, or other security for the obligation of any person under or relating to Receivables, all of the Borrower's rights and remedies of whatever kind or nature it may hold or acquire for the purpose of securing or enforcing Receivables; all right, title and interest of the Borrower in and to all goods relating to, or which by sale have resulted in, Receivables, including goods returned by or reclaimed or repossessed from Account Debtors and all goods described in copies of invoices delivered by Borrower to Lender; all rights of stoppage in transit, replevin, repossession and reclamation and all other rights and remedies of an unpaid vendor or lienor, and all proceeds of any letter of credit naming Borrower as beneficiary and which provides for, guarantees or assures the payment of any Receivable; (v) all accounts, instruments, chattel paper, documents, general intangibles, deposit accounts, investment property and letter of credit rights, whether or not arising out of the sale of goods or rendition of services, and including without limitation choses in action, causes of action, tax refunds (and claims), and reversions from terminated pension plans; (vi) all of Borrower's Inventory and Equipment; and (vi) all proceeds of such Collateral, in any form, including, without limitation, cash, non-cash items, checks, notes, drafts and other instruments for the payment of money.

In furtherance of, and not by way of limitation of, the foregoing, the Collateral includes the following: all present and future accounts, instruments, documents, chattel paper, investment property, deposit accounts, letter or credit rights and general intangibles (including, without limitation, all tax refunds claims license fees), now owned or hereinafter acquired, and the goods represented by any of the foregoing or described in copies of invoices delivered to secured parties in connection with any of the foregoing; all returned, reclaimed or repossessed goods with respect to any of the foregoing; all rights and remedies of the debtor under or in connection with any of the foregoing; and all books and records relating to any of the foregoing and the equipment containing such books and records and all proceeds thereof (including, without limitation, insurance refund claims and all other insurance claims and proceeds); and all inventory now owned or hereinafter acquired wheresoever located, presently existing or hereafter arising, and all additions and accessions thereto, including, without limitation, raw materials, work in process, finished merchandise and all wrapping, packing and shipping materials, all now owned or hereafter acquired chattel, paper, patents, patent applications, trademarks, trademark applications, service marks, service mark applications, tradenames, tradestyles, including the trademarks "Island Cloth Collection" (Serial No. 76/673689), "Bermuda Cloth" (Serial No.

76/619367), and "Scalamandre" (Serial Nos. 2121901 and 1611755), copyrights, copyright applications, rights to proceeds of letters of credit, letter of credit rights and all proceeds of any of the foregoing (including, without limitation, insurance refund claims and all other insurance claims and proceeds); and all machinery, equipment, furniture, fixtures, and chattel paper now owned or hereafter acquired wheresoever located, including, without limitation, any and all parts, replacements, substitutions, improvements, accessories, attachments and additions thereto and therefor and the proceeds (including, without limitation, insurance refund claims and all other insurance claims and proceeds).

RONKONKOMA OPERATIONS LLC  
350 WIRELESS BOULEVARD  
HAUPPAUGE, NEW YORK 11788

May 6, 2009

VIA FACSIMILE AND OVERNIGHT MAIL

Scalamandre Silks, Inc.  
300 Trade Center Drive  
Ronkonkoma, New York 11779

re: Consent to Foreclosure of Certain Assets of Scalamandre Silks, Inc.

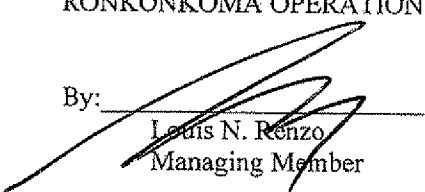
Ladies and Gentlemen:

It is my understanding that Scalamandre Silks, Inc. ("Scalamandre") consents to the foreclosure on certain of Scalamandre's assets, defined as "Collateral" in the Financing Agreement (the "Financing Agreement"), dated November 20, 2007, between Scalamandre and Rosenthal & Rosenthal, Inc. ("R&R"), and the Security Agreement, dated as of April 10, 2009, between Scalamandre and Louis N. Renzo ("Renzo"), by Ronkonkoma Operations LLC ("ROL"), as successor to R&R and Renzo. The Collateral is subject to security interests in favor of ROL and to which the Uniform Commercial Code law applies, and therefore any foreclosure would have to abide by the procedures set forth under that statute.

In order to expedite the process, please sign where indicated below that Scalamandre agrees: (i) to assemble the Collateral; and (ii) to the foreclosure on the Collateral by ROL, and we will proceed in this manner. If this is acceptable, please provide to me a list of all of the Collateral, so that ROL may exercise all of its rights under the Uniform Commercial Code and the Financing Agreement without delay.

RONKONKOMA OPERATIONS LLC

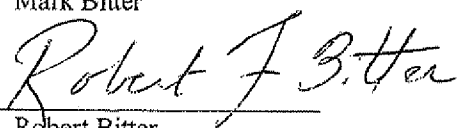
By: \_\_\_\_\_

  
Louis N. Renzo  
Managing Member

CONSENTED TO AND AGREED:  
SCALAMANDRE SILKS, INC.

By: \_\_\_\_\_  
Adriana Bitter

By: \_\_\_\_\_  
Mark Bitter

By:   
Robert Bitter

**RONKONKOMA OPERATIONS LLC  
350 WIRELESS BOULEVARD  
HAUPPAUGE, NEW YORK 11788**

May 6, 2009

**VIA FACSIMILE AND OVERNIGHT MAIL**

Scalamandre Silks, Inc.  
300 Trade Center Drive  
Ronkonkoma, New York 11779

re: Consent to Foreclosure of Certain Assets of Scalamandre Silks, Inc.

Ladies and Gentlemen:

It is my understanding that Scalamandre Silks, Inc. ("Scalamandre") consents to the foreclosure on certain of Scalamandre's assets, defined as "Collateral" in the Financing Agreement (the "Financing Agreement"), dated November 20, 2007, between Scalamandre and Rosenthal & Rosenthal, Inc. ("R&R"), and the Security Agreement, dated as of April 10, 2009, between Scalamandre and Louis N. Renzo ("Renzo"), by Ronkonkoma Operations LLC ("ROL"), as successor to R&R and Renzo. The Collateral is subject to security interests in favor of ROL and to which the Uniform Commercial Code law applies, and therefore any foreclosure would have to abide by the procedures set forth under that statute.

In order to expedite the process, please sign where indicated below that Scalamandre agrees: (i) to assemble the Collateral; and (ii) to the foreclosure on the Collateral by ROL, and we will proceed in this manner. If this is acceptable, please provide to me a list of all of the Collateral, so that ROL may exercise all of its rights under the Uniform Commercial Code and the Financing Agreement without delay.

RONKONKOMA OPERATIONS LLC

By: \_\_\_\_\_  
Louis N. Renzo  
Managing Member

CONSENTED TO AND AGREED:  
SCALAMANDRE SILKS, INC.

By: Adriana Bitter  
Adriana Bitter

By: \_\_\_\_\_  
Mark Bitter

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



**RONKONKOMA OPERATIONS LLC  
350 WIRELESS BOULEVARD  
HAUPPAUGE, NEW YORK 11788**

May 6, 2009

**VIA FACSIMILE AND OVERNIGHT MAIL**

Scalamandre Silks, Inc.  
300 Trade Center Drive  
Ronkonkoma, New York 11779

re: Consent to Foreclosure of Certain Assets of Scalamandre Silks, Inc.

Ladies and Gentlemen:

It is my understanding that Scalamandre Silks, Inc. ("Scalamandre") consents to the foreclosure on certain of Scalamandre's assets, defined as "Collateral" in the Financing Agreement (the "Financing Agreement"), dated November 20, 2007, between Scalamandre and Rosenthal & Rosenthal, Inc. ("R&R"), and the Security Agreement, dated as of April 10, 2009, between Scalamandre and Louis N. Renzo ("Renzo"), by Ronkonkoma Operations LLC ("ROL"), as successor to R&R and Renzo. The Collateral is subject to security interests in favor of ROL and to which the Uniform Commercial Code law applies, and therefore any foreclosure would have to abide by the procedures set forth under that statute.

In order to expedite the process, please sign where indicated below that Scalamandre agrees: (i) to assemble the Collateral; and (ii) to the foreclosure on the Collateral by ROL, and we will proceed in this manner. If this is acceptable, please provide to me a list of all of the Collateral, so that ROL may exercise all of its rights under the Uniform Commercial Code and the Financing Agreement without delay.

RONKONKOMA OPERATIONS LLC

By: \_\_\_\_\_  
Louis N. Renzo  
Managing Member

CONSENTED TO AND AGREED:  
SCALAMANDRE SILKS, INC.

By: \_\_\_\_\_  
Adriana Bitter

By: \_\_\_\_\_  
Mark Bitter

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

RONKONKOMA OPERATIONS LLC  
350 WIRELESS BOULEVARD  
HAUPPAUGE, NEW YORK 11788

May 6, 2009

VIA FACSIMILE AND OVERNIGHT MAIL

Scalamandre Silks, Inc.  
300 Trade Center Drive  
Ronkonkoma, New York 11779

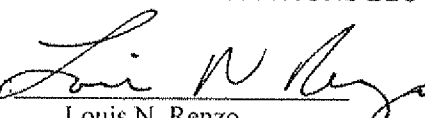
re: Consent to Foreclosure of Certain Assets of Scalamandre Silks, Inc.

Ladies and Gentlemen:

It is my understanding that Scalamandre Silks, Inc. ("Scalamandre") consents to the foreclosure on certain of Scalamandre's assets, defined as "Collateral" in the Financing Agreement (the "Financing Agreement"), dated November 20, 2007, between Scalamandre and Rosenthal & Rosenthal, Inc. ("R&R"), and the Security Agreement, dated as of April 10, 2009, between Scalamandre and Louis N. Renzo ("Renzo"), by Ronkonkoma Operations LLC ("ROL"), as successor to R&R and Renzo. The Collateral is subject to security interests in favor of ROL and to which the Uniform Commercial Code law applies, and therefore any foreclosure would have to abide by the procedures set forth under that statute.

In order to expedite the process, please sign where indicated below that Scalamandre agrees: (i) to assemble the Collateral; and (ii) to the foreclosure on the Collateral by ROL, and we will proceed in this manner. If this is acceptable, please provide to me a list of all of the Collateral, so that ROL may exercise all of its rights under the Uniform Commercial Code and the Financing Agreement without delay.

RONKONKOMA OPERATIONS LLC


By:   
Louis N. Renzo  
Managing Member

CONSENTED TO AND AGREED:  
SCALAMANDRE SILKS, INC.

By: \_\_\_\_\_  
Adriana Bitter

By: \_\_\_\_\_  
Mark Bitter

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

By:   
Robert Tommazzo