

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
Innovative Global Brands, LLC		04/01/2010	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	IGB Holdings, LLC
Street Address:	c/o Woodside Capital Management, LLC; 25 Mall Road
Internal Address:	Attn: Daphne Firth
City:	Burlington
State/Country:	MASSACHUSETTS
Postal Code:	01803
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 34

Property Type	Number	Word Mark
Registration Number:	1583665	INNOVATIVE MARBLE AND TILE INC.
Registration Number:	2120500	TUFF-TILE
Registration Number:	2555747	IMT ITALIA
Registration Number:	2400572	RETRO 2000
Registration Number:	2586480	INNOVATIVE STONE SURFACES
Registration Number:	2745986	INNOVATIVE MARBLE
Registration Number:	3159620	INNOVATIVE: EVERLASTING CLEANER
Registration Number:	2641332	AFFORDABLE LUXURY
Registration Number:	2967573	COUNTERTOP ON DEMAND
Registration Number:	3090602	INNOVATIVE STONE PRODUCTS
Registration Number:	2860925	INNOVATIVE STONE INTERNATIONAL
Registration Number:	2841910	REALSTONE
Registration Number:	2724032	THE INNOVATIVE COMPANIES

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Registration Number:	3240182	INNOVATIVE SURFACES
Registration Number:	2898952	TUSCAN SPICE
Registration Number:	3005483	SIGNATURE OF NATURE
Registration Number:	3000071	QUARRY TO CUSTOMER QUALITY
Registration Number:	3094689	BELLAVANA
Registration Number:	3540607	ROOM IN A BOX (RIB)
Registration Number:	3127444	SILHOUETTE
Registration Number:	3094768	INNOVATIVE:
Registration Number:	3172858	I
Registration Number:	3121324	BUILDING GREAT VISIONS IN STONE
Registration Number:	3184297	INNOVATIVE: EVERLASTING STAIN GUARD
Registration Number:	3097224	I INNOVATIVE:
Registration Number:	1508167	STONE SPECIFIER
Registration Number:	3243352	EDGELOCK
Registration Number:	3333170	IS
Registration Number:	3411303	BEAUTIFUL, NATURAL NO-STAIN STONE
Registration Number:	3558730	EVERLIFE
Serial Number:	75476640	MILLENIUM MARBLE
Serial Number:	76645642	EVERLIFE STONE
Serial Number:	76658001	PERMASHIELD
Serial Number:	76658009	PERMASHIELD S

CORRESPONDENCE DATA

Fax Number: (202)739-3001
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 202-739-5652
Email: chowell@morganlewis.com
Correspondent Name: Catherine R. Howell, Senior Paralegal
Address Line 1: 1111 Pennsylvania Ave., N.W.; Attn: TMSU
Address Line 4: Washington, DISTRICT OF COLUMBIA 20004

ATTORNEY DOCKET NUMBER:	102509-0009
NAME OF SUBMITTER:	Catherine R. Howell, Senior Paralegal
Signature:	/Catherine R. Howell/
Date:	04/08/2010

Total Attachments: 8

TRADEMARK
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement") is entered into as of April 1, 2010, by and between IGB Holdings, LLC, a Delaware limited liability company, as secured party ("Secured Party"), and Innovative Global Brands, LLC, a Delaware limited liability company, as grantor ("Grantor").

RECITALS

A. Grantor has issued that certain Secured Promissory Note, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Note") in favor of Secured Party.

B. It is a condition of the Note that Grantor grant to Secured Party a security interest in certain Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Grantor under the Note.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Note, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Note, Grantor grants and pledges to Secured Party a security interest in all of Grantor's right, title and interest in, to and under its intellectual property (all of which shall collectively be called the "Intellectual Property Collateral"), including, without limitation, the following:

1. Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the "Copyrights");
2. Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;
3. Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;
4. All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");
5. Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks");

6. All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the "Mask Works");
7. Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;
8. All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights;
9. All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and
10. All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.
11. This security interest is granted in conjunction with the security interest granted to Secured Party under that certain Security Agreement, dated as of even date herewith (the "Security Agreement"), between Grantor and Secured Party. The rights and remedies of Secured Party with respect to the security interest granted hereby are in addition to those set forth in the Note and the Security Agreement, and those which are now or hereafter available to Secured Party as a matter of law or equity. Each right, power and remedy of Secured Party provided for herein or in the Note or the Security agreement, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Secured Party of any one or more of the rights, powers or remedies provided for in this Agreement, the Note or the Security Agreement, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Secured Party of any or all other rights, powers or remedies.
12. The security interest granted by the Grantor in the Intellectual Property Collateral in favor of the Secured Party hereunder is subordinated to and subject to the first priority security interest granted in the Intellectual Property Collateral by the Debtor to Diamond Business Credit, LLC ("Diamond") in connection with that certain Loan and Security Agreement (as amended or modified from time to time, the "Diamond Loan Agreement"), dated as of the date hereof among the Debtor and Diamond and the rights and remedies of the Secured Party hereunder are subject to the rights and remedies of Diamond under the Diamond Loan Agreement and any documents executed in connection therewith, as more fully described in that certain subordination agreement entered on or following the date hereof among Diamond, the Debtor and the Secured Party.

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IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

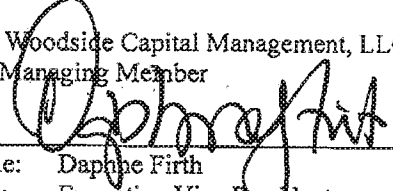
Address of Grantor:

c/o Woodside Capital Management, LLC
25 Mall Road
Burlington, MA 01803
Attention: Daphne Firth
Facsimile: (978) 272-1505

INNOVATIVE GLOBAL BRANDS, LLC

By: IGB Holdings, LLC
Its: Sole Member

By: Woodside Capital Management, LLC
Its: Managing Member

By: 
Name: Daphne Firth
Title: Executive Vice President

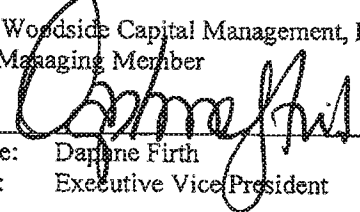
SECURED PARTY:

Address of Secured Party:

c/o Woodside Capital Management, LLC
25 Mall Road
Burlington, MA 01803
Attention: Daphne Firth
Facsimile: (978) 272-1505

IGB HOLDINGS, LLC

By: Woodside Capital Management, LLC
Its: Managing Member

By: 
Name: Daphne Firth
Title: Executive Vice President

[Signature Page to Intellectual Property Security Agreement]

EXHIBIT A

Copyrights

Copyrights	Reg. No.	Reg. Date	Status
BACKSPLASH AND BORDERS	VA 1 283 682	07/20/04	Copyright Issued
FLOOR AND MEDALLION	VA 1283 683	07/20/04	Copyright Issued
INNOVATIVE STONE'S GRANITE COUNTERTOP COLLECTION	VA 1 334 280	10/11/05	Copyright Issued

EXHIBIT B

Patents

<u>Patents</u>	<u>Ser. No./Patent No.</u>	<u>File/Grant Date</u>	<u>Status</u>
PREPARATION AT A JOBSITE TO REPLACE A KITCHEN COUNTERTOP	6,978,529 B1	12/27/2005	ISSUED
A KITCHEN COUNTERTOP EDGE	29/270,310	12/21/06	Awaiting Grant of Patent

EXHIBIT C

Trademarks

U.S. TRADEMARK REGISTRATIONS

Trademarks/Service Marks	Ser./Reg. No.	Filing/Reg. Date
INNOVATIVE MARBLE AND TILE INC.	1,583,665	02/20/90
TUFF-TILE	2,120,500	12/09/97
IMT ITALIA	2,555,747	04/02/02
RETRO 2000	2,400,572	10/31/00
MILLENIUM MARBLE	75/476,640	4/29/98
INNOVATIVE STONE SURFACES	2,586,480	06/25/02
INNOVATIVE MARBLE	2,745,986	08/05/03
INNOVATIVE : EVERLASTING CLEANER	3,159,620	10/17/06
AFFORDABLE LUXURY	2,641,332	10/22/02
COUNTERTOP ON DEMAND	2,967,573	07/12/05
INNOVATIVE STONE PRODUCTS	3,090,602	05/09/06
INNOVATIVE STONE INTERNATIONAL	2,860,925	07/06/04
REALSTONE	2,841,910	05/11/04
THE INNOVATIVE COMPANIES	2,724,032	06/10/03
INNOVATIVE SURFACES	3,240,182	05/08/07
TUSCAN SPICE	2,898,952	11/02/04
SIGNATURE OF NATURE	3,005,483	10/11/05
QUARRY TO CUSTOMER QUALITY	3,000,071	09/27/05
BELLAVANA	3,094,689	05/23/06
ROOM IN A BOX (RIB)	3,540,607	12/02/08
SILHOUETTE	3,127,444	08/08/06
innovative:	3,094,768	05/23/06
i	3,172,858	11/21/06
BUILDING GREAT VISIONS IN STONE	3,121,324	07/25/06
INNOVATIVE: EVERLASTING STAIN GUARD	3,184,297	12/12/06
i innovative:	3,097,224	5/30/06
EVERLIFE STONE	76/645,642	08/25/05
STONE SPECIFIER	1,508,167	1988
EDGELOCK	3,243,352	05/22/07
PERMASHIELD	76/658,001	04/07/06
PERMASHIELD & DESIGN	76/658,009	04/07/06
IS Logo	3,333,170	11/13/07

Trademarks/Service Marks	Ser./Reg. No.	Filing/Reg. Date
BEAUTIFUL, NATURAL NO-STAIN STONE	3,411,303	04/15/08
INNOVATIVE TECHNOLOGIES	3,078,149	04/11/06

Mark	Serial No.	Reg. No.	Goods	Status
EVERLIFE	77350549	3558730	Class 20 - Granite countertops	Registered
PERMASHIELD & Design	76658009		Class 20 - heat and water based seal coating sold as an integral component of granite countertops	Opposition Pending
PERMASHIELD	76658001	3287310	Class 2 - Seal coating treatment for use in the process of sealing granite countertops	Registered

FOREIGN TRADEMARKS

Foreign Trademarks	Ser./Reg. No.	Filing/Reg. Date
STONE SPECIFIER	2,690,133	07/29/94
INNOVATIVE STONE INTERNATIONAL	2,690,134	07/29/94
ROOM IN A BOX (RIB)	Ser. No. RM2001C006 031	Filed: 10/29/01

EXHIBIT D

Mask Works

NONE

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RECORDED: 04/08/2010

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