

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
Sokolin LLC		11/22/2006	LIMITED LIABILITY COMPANY: NEW YORK
RECEIVING PARTY DATA			
Name:	The Prudential Insurance Company of America, as Senior Collateral Agent		
Street Address:	Three Gateway Center, 18th Floor		
Internal Address:	100 Mulberry Street		
City:	Newark		
State/Country:	NEW JERSEY		
Postal Code:	07102		
Entity Type:	CORPORATION: NEW JERSEY		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2982785	SOKOLIN	
Registration Number:	3033579	D. SOKOLIN CO. EST. 1934	
CORRESPONDENCE DATA			
Fax Number:	(404)572-5128		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	404-572-3458		
Email:	slake@kslaw.com		
Correspondent Name:	Susan Lake, Paralegal		
Address Line 1:	1180 Peachtree Street		
Address Line 2:	King & Spalding LLP		
Address Line 4:	Atlanta, GEORGIA 30309		
ATTORNEY DOCKET NUMBER:	02176-015107		
NAME OF SUBMITTER:	Susan Lake		

CH \$65.00 2982785

900169126

TRADEMARK
REEL: 004258 FRAME: 0630

Signature:	/Susan Lake/
Date:	08/11/2010
<p>Total Attachments: 24</p> <p>source=Sokolin Trademark Security Agreement#page1.tif source=Sokolin Trademark Security Agreement#page2.tif source=Sokolin Trademark Security Agreement#page3.tif source=Sokolin Trademark Security Agreement#page4.tif source=Sokolin Trademark Security Agreement#page5.tif source=Sokolin Trademark Security Agreement#page6.tif source=Sokolin Trademark Security Agreement#page7.tif source=Sokolin Trademark Security Agreement#page8.tif source=Sokolin Trademark Security Agreement#page9.tif source=Sokolin Trademark Security Agreement#page10.tif source=Sokolin Trademark Security Agreement#page11.tif source=Sokolin Trademark Security Agreement#page12.tif source=Sokolin Trademark Security Agreement#page13.tif source=Sokolin Trademark Security Agreement#page14.tif source=Sokolin Trademark Security Agreement#page15.tif source=Sokolin Trademark Security Agreement#page16.tif source=Sokolin Trademark Security Agreement#page17.tif source=Sokolin Trademark Security Agreement#page19.tif source=Sokolin Trademark Security Agreement#page21.tif source=Sokolin Trademark Security Agreement#page22.tif source=Sokolin Trademark Security Agreement#page23.tif source=Sokolin Trademark Security Agreement#page24.tif source=Sokolin Trademark Security Agreement#page25.tif source=Sokolin Trademark Security Agreement#page26.tif</p>	

**TRADEMARK COLLATERAL
SECURITY AND PLEDGE AGREEMENT**

Dated as of November 22, 2006

by and between

SOKOLIN LLC

and

THE PRUDENTIAL INSURANCE COMPANY OF AMERICA,

as Senior Collateral Agent

TABLE OF CONTENTS

	Page
1. DEFINITIONS.....	1
2. GRANT OF SECURITY INTEREST.....	4
2.1. Security Interest; Assignment of Marks.....	4
2.2. Supplemental to Security Agreement.....	4
3. REPRESENTATIONS, WARRANTIES AND COVENANTS.....	5
4. INSPECTION RIGHTS.....	5
5. NO TRANSFER OR INCONSISTENT AGREEMENTS.....	6
6. AFTER-ACQUIRED TRADEMARKS, ETC.	6
6.1. After-acquired Trademarks.....	6
6.2. Amendment to Schedule.....	6
7. TRADEMARK PROSECUTION.....	6
7.1. Grantor Responsible.....	6
7.2. Grantor’s Duties, etc.....	6
7.3. Grantor’s Enforcement Rights.....	7
7.4. Protection of Trademarks, etc.....	7
7.5. Notification by Grantor.....	7
8. REMEDIES.....	7
9. COLLATERAL PROTECTION EXPENSES; PRESERVATION OF COLLATERAL.....	8
9.1. Expenses Incurred by the Senior Collateral Agent.....	8
9.2. The Senior Collateral Agent’s Obligations and Duties.....	8
10. POWER OF ATTORNEY.....	8
11. FURTHER ASSURANCES.....	9
12. TERMINATION.....	9
13. COURSE OF DEALING.....	9
14. EXPENSES.....	9
15. OVERDUE AMOUNTS.....	10
16. NO ASSUMPTION OF LIABILITY; INDEMNIFICATION.....	10
17. NOTICES.....	10

18. AMENDMENT AND WAIVER..... 10

19. GOVERNING LAW; CONSENT TO JURISDICTION..... 11

20. WAIVER OF JURY TRIAL. 11

21. COUNTERPARTS. 11

22. MISCELLANEOUS. 11

Schedule A -- Trademarks and Trademark Registrations

Exhibit 1 -- Assignment of Trademarks and Service Marks (U.S.)

TRADEMARK COLLATERAL SECURITY AND PLEDGE AGREEMENT

THIS TRADEMARK COLLATERAL SECURITY AND PLEDGE AGREEMENT, dated as of November 22, 2006, is by and between **SOKOLIN LLC**, a New York limited liability company, (together with its successors and assigns, the "Grantor"), and **THE PRUDENTIAL INSURANCE COMPANY OF AMERICA**, as collateral agent (hereinafter, in such capacity and together with its successors and assigns as permitted under the Securities Purchase Agreement, the "Senior Collateral Agent") for **THE PRUDENTIAL INSURANCE COMPANY OF AMERICA** (together, with its successors and assigns, "Prudential" and, together with the holders from time to time of Senior Notes, the "Prudential Entities"; the Prudential Entities and the Senior Collateral Agent are referred to herein, collectively, as the "Secured Parties").

WHEREAS, the Grantor, the Prudential Entities, the Senior Collateral Agent and various other institutions on the signature pages thereto are parties to a Securities Purchase Agreement, dated as of the date hereof (as amended and in effect from time to time, the "Securities Purchase Agreement"), and the Grantor entered into a Senior Note Agreement, dated as of the date hereof (as amended and in effect from time to time, the "Senior Note Agreement"), and certain other Financing Documents (as defined in the Senior Note Agreement) with the Prudential Entities, pursuant to which the Prudential Entities, subject to the terms and conditions contained in therein, has extended or will extend, certain financial accommodations to the Grantor;

WHEREAS, it is a condition precedent to the Prudential Entities' making of any loans or otherwise extending credit to the Grantor under the Senior Note Agreement that the Grantor execute and deliver to the Senior Collateral Agent an agreement in substantially the form hereof;

WHEREAS, the Grantor has executed and delivered a Security Agreement, dated as of the date hereof (as amended and in effect from time to time, the "Security Agreement"), to the Senior Collateral Agent, pursuant to which the Grantor has granted to the Senior Collateral Agent, for the benefit of the Secured Parties, a security interest in all of the Grantor's right, title and interest in and to its personal property and fixture assets, including without limitation the trademarks, service marks, trademark and service mark registrations, and trademark and service mark registration applications listed on Schedule A attached hereto, all to secure the payment and performance of the Obligations (as defined in the Senior Note Agreement);and

WHEREAS, this Trademark Agreement is supplemental to the provisions contained in the Security Agreement;

NOW, THEREFORE, in consideration of the premises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. DEFINITIONS.

Capitalized terms used herein and not otherwise defined herein shall have the respective meanings provided therefor in the Senior Note Agreement and the Security Agreement, as

applicable. In addition, the following terms shall have the meanings set forth in this §1 or elsewhere in this Trademark Agreement referred to below:

Assignment of Marks. See §2.1.

Associated Goodwill. All goodwill of the Grantor and its business, products and services appurtenant to, associated with or symbolized by the Trademarks and the use thereof.

Obligations. The Obligations (as defined in the Senior Note Agreement).

Pledged Trademarks. All of the Grantor's right, title and interest in and to all of the Trademarks, the Trademark Registrations, the Trademark License Rights, the Trademark Rights, the Associated Goodwill, the Related Assets, and all accessions to, substitutions for, replacements of, and all products and proceeds of any and all of the foregoing.

PTO. The United States Patent and Trademark Office.

Related Assets. All assets, rights and interests of the Grantor that uniquely reflect or embody the Associated Goodwill, including the following:

(a) all patents, inventions, copyrights, trade secrets, confidential information, formulae, methods or processes, compounds, recipes, know-how, methods and operating systems, drawings, descriptions, formulations, manufacturing and production and delivery procedures, quality control procedures, product and service specifications, catalogs, price lists, and advertising materials, relating to the manufacture, production, delivery, provision and sale of goods or services under or in association with any of the Trademarks; and

(b) the following documents and things in the possession or under the control of the Grantor, or subject to its demand for possession or control, related to the production, delivery, provision and sale by the Grantor, or any affiliate, franchisee, licensee or contractor, of products or services sold by or under the authority of the Grantor in connection with the Trademarks or Trademark Rights, whether prior to, on or subsequent to the date hereof:

(i) all lists, contracts, ancillary documents and other information that identify, describe or provide information with respect to any customers, dealers or distributors of the Grantor, its affiliates or franchisees or licensees or contractors, for products or services sold under or in connection with the Trademarks or Trademark Rights, including all lists and documents containing information regarding each customer's, dealer's or distributor's name and address, credit, payment, discount, delivery and other sale terms, and history, pattern and total of purchases by brand, product, style, size and quantity;

(ii) all agreements (including franchise agreements), product and service specification documents and operating, production and quality control manuals relating to or used in the design, manufacture, production, delivery,

provision and sale of products or services under or in connection with the Trademarks or Trademark Rights;

(iii) all documents and agreements relating to the identity and locations of all sources of supply, all terms of purchase and delivery, for all materials, components, raw materials and other supplies and services used in the manufacture, production, provision, delivery and sale of products or services under or in connection with the Trademarks or Trademark Rights; and

(iv) all agreements and documents constituting or concerning the present or future, current or proposed advertising and promotion by the Grantor (or any of its affiliates, franchisees, licensees or contractors) of products or services sold under or in connection with the Trademarks or Trademark Rights.

Trademark Agreement. This Trademark Collateral Security and Pledge Agreement, as amended and in effect from time to time.

Trademark License Rights. Any and all past, present or future rights and interests of the Grantor pursuant to any and all past, present and future franchising or licensing agreements in favor of the Grantor, or to which the Grantor is a party, pertaining to any Trademarks, Trademark Registrations, or Trademark Rights owned or used by third parties in the past, present or future, including the right (but not the obligation) in the name of the Grantor or the Senior Collateral Agent to enforce, and sue and recover for, any breach or violation of any such agreement to which the Grantor is a party.

Trademark Registrations. All past, present or future federal, state, local and foreign registrations of the Trademarks, all past, present and future applications for any such registrations (and any such registrations thereof upon approval of such applications), together with the right (but not the obligation) to apply for such registrations (and prosecute such applications) in the name of the Grantor or the Senior Collateral Agent, and to take any and all actions necessary or appropriate to maintain such registrations in effect and renew and extend such registrations.

Trademark Rights. Any and all past, present or future rights in, to and associated with the Trademarks throughout the world, whether arising under federal law, state law, common law, foreign law or otherwise, including the following: all such rights arising out of or associated with the Trademark Registrations; the right (but not the obligation) to register claims under any state, federal or foreign trademark law or regulation; the right (but not the obligation) to sue or bring opposition or cancellation proceedings in the name of the Grantor or the Senior Collateral Agent for any and all past, present and future infringements or dilution of or any other damages or injury to the Trademarks, the Trademark Rights, or the Associated Goodwill, and the rights to damages or profits due or accrued arising out of or in connection with any such past, present or future infringement, dilution, damage or injury; and the Trademark License Rights.

Trademarks. All of the trademarks, service marks, designs, logos, indicia, trade names, corporate names, company names, business names, fictitious business names, trade styles, elements of package or trade dress, and other source and product or service identifiers, used or

associated with or appurtenant to the products, services and businesses of the Grantor, including all goodwill associated with any of the foregoing , that (i) are set forth on Schedule A hereto, or (ii) have been adopted, acquired, owned, held or used by the Grantor or are now owned, held or used by the Grantor, in the Grantor's business, or with the Grantor's products and services, or in which the Grantor has any right, title or interest, or (iii) are in the future adopted, acquired, owned, held and used by the Grantor in the Grantor's business or with the Grantor's products and services, or in which the Grantor in the future acquires any right, title or interest.

Use. With respect to any Trademark, all uses of such Trademark by, for or in connection with the Grantor or its business or for the direct or indirect benefit of the Grantor or its business, including all such uses by the Grantor itself, by any of the affiliates of the Grantor, or by any franchisee, licensee or contractor of the Grantor.

2. GRANT OF SECURITY INTEREST.

2.1. Security Interest; Assignment of Marks. As collateral security for the payment and performance in full of all of the Obligations, the Grantor hereby unconditionally grants to the Senior Collateral Agent, for the benefit of the Secured Parties, a continuing security interest in and first priority lien on the Pledged Trademarks, and pledges (but does not transfer title to) the Pledged Trademarks to the Senior Collateral Agent for the benefit of the Secured Parties. In addition, the Grantor has executed in blank and delivered to the Senior Collateral Agent an assignment of federally registered trademarks in substantially the form of Exhibit 1 hereto (the "Assignment of Marks"), and the Grantor hereby authorizes the Senior Collateral Agent to complete as assignee and record with the PTO the Assignment of Marks upon the occurrence and during the continuance of an Event of Default and the proper exercise of the Senior Collateral Agent's remedies under this Trademark Agreement, the Senior Note Agreement and the Security Agreement.

2.2. Supplemental to Security Agreement. Pursuant to the Security Agreement, the Grantor has granted to the Senior Collateral Agent, for the benefit of the Secured Parties, a continuing security interest in and lien on the Collateral (including the Pledged Trademarks). The Security Agreement, and all rights and interests of the Senior Collateral Agent in and to the Collateral (including the Pledged Trademarks) thereunder, are hereby ratified and confirmed in all respects. In no event shall this Trademark Agreement, the grant of a security interest in the Pledged Trademarks hereunder, or the recordation of this Trademark Agreement (or any document hereunder) with the PTO, adversely affect or impair, in any way or to any extent, the Security Agreement, the security interest of the Senior Collateral Agent in the Collateral (including the Pledged Trademarks) pursuant to the Security Agreement and this Trademark Agreement, the attachment and perfection of such security interest under the Uniform Commercial Code (including the security interest in the Pledged Marks), or any present or future rights and interests of the Secured Parties in and to the Collateral under or in connection with the Security Agreement, this Trademark Agreement or the Uniform Commercial Code. Any and all rights and interests of the Senior Collateral Agent in and to the Pledged Trademarks (and any and all obligations of the Grantor with respect to the Pledged Trademarks) provided herein, or arising hereunder or in connection herewith, shall only supplement and be cumulative and in addition to the rights and interests of the Senior Collateral Agent (and the obligations of the Grantor) in, to or with respect to the Collateral (including the Pledged Trademarks) provided in

or arising under or in connection with the Security Agreement and shall not be in derogation thereof.

3. REPRESENTATIONS, WARRANTIES AND COVENANTS.

The Grantor represents, warrants and covenants that: (i) Schedule A sets forth a true and complete list of all Trademarks and Trademark Registrations now owned by the Grantor; (ii) the Trademarks and Trademark Registrations are subsisting and have not been adjudged invalid or unenforceable, in whole or in part, and there is no litigation or proceeding pending concerning the validity or enforceability of the Trademarks or Trademark Registrations; (iii) to the best of the Grantor's knowledge, each of the Trademarks and Trademark Registrations is valid and enforceable; (iv) to the best of the Grantor's knowledge, there is no material infringement by others of the Trademarks, Trademark Registrations or Trademark Rights; (v) no claim has been received by the Grantor that the use by the Grantor of any of the Trademarks does or may violate the rights of any third person, and to the best of the Grantor's knowledge, there is no infringement by the Grantor of the trademark rights of others; (vi) the Grantor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Trademarks (other than ownership and other rights reserved by third party owners with respect to Trademarks that the Grantor is licensed to use), free and clear of any liens, charges, encumbrances and adverse claims, including pledges, assignments, licenses, registered user agreements and covenants by the Grantor not to sue third persons, other than the security interest created by the Security Agreement and this Trademark Agreement; (vii) the Grantor has the unqualified right to enter into this Trademark Agreement and to perform its terms and has entered and will enter into written agreements with each of its present and future employees, agents, consultants, licensors and licensees that will enable them to comply with the covenants herein contained; (viii) the Grantor has used, and will continue to use, proper statutory and other appropriate proprietary notices in connection with its use of the Trademarks; (ix) the Grantor has used, and will continue to use for the duration of this Trademark Agreement, consistent standards of quality in its provision of products and services sold or provided under the Trademarks; (x) this Trademark Agreement, together with the Security Agreement, will create in favor of the Senior Collateral Agent, for the benefit of the Secured Parties, a valid and perfected first priority security interest in the Pledged Trademarks upon making the filings referred to in clause (xi) of this §3; and (xi) except for the filing of financing statements under the Uniform Commercial Code as set forth in Part 2.21(c) of Annex 3 to the Securities Purchase Agreement and the recording of this Trademark Agreement with the PTO, no authorization, approval or other action by, and no notice to or filing with, any governmental or regulatory authority, agency or office by the Grantor is required either (A) for the grant by the Grantor or the effectiveness of the security interest granted hereby or for the execution, delivery and performance of this Trademark Agreement by the Grantor, or (B) for the perfection of or the exercise by the Senior Collateral Agent of any of its rights and remedies hereunder.

4. INSPECTION RIGHTS.

The Grantor hereby grants to the Senior Collateral Agent and its employees and agents the right in accordance with Section 4.4 of the Senior Note Agreement to visit the Grantor's plants and facilities that inspect or store products sold under any of the Trademarks, and to inspect the products and quality control records relating thereto during regular business hours,

provided that, in conducting such inspections, the Senior Collateral Agent will use its best efforts not to disturb unnecessarily the conduct of the Grantor's ordinary business operations.

5. NO TRANSFER OR INCONSISTENT AGREEMENTS.

Without the Senior Collateral Agent's prior written consent, the Grantor will not (i) mortgage, pledge, assign, encumber, grant a security interest in, transfer, license (other than non-exclusive licenses granted in the ordinary course of business) or alienate any of the Pledged Trademarks, or (ii) enter into any agreement (for example, a license agreement) that is inconsistent with the Grantor's obligations under this Trademark Agreement or the Security Agreement.

6. AFTER-ACQUIRED TRADEMARKS, ETC.

6.1. After-acquired Trademarks. If, before the Obligations shall have been finally paid and satisfied in full, the Grantor shall obtain any right, title or interest in or to any other or new Trademarks, Trademark Registrations or Trademark Rights, the provisions of this Trademark Agreement shall automatically apply thereto and the Grantor shall promptly provide to the Senior Collateral Agent notice thereof in writing and execute and deliver to the Senior Collateral Agent such documents or instruments as the Senior Collateral Agent may reasonably request further to implement, preserve or evidence the Senior Collateral Agent's interest therein.

6.2. Amendment to Schedule. The Grantor authorizes the Senior Collateral Agent to modify this Trademark Agreement and the Assignment of Marks, without the necessity of the Grantor's further approval or signature, by amending Exhibit A hereto and the Annex to the Assignment of Marks to include any future or other Trademarks, Trademark Registrations or Trademark Rights under §2 or §6.

7. TRADEMARK PROSECUTION.

7.1. Grantor Responsible. The Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in its discretion in connection with the Pledged Trademarks, and shall hold the Secured Parties harmless from any and all costs, damages, liabilities and expenses that may be incurred by the Secured Parties in connection with the Secured Parties' interest in the Pledged Trademarks or any other action or failure to act in connection with this Trademark Agreement or the transactions contemplated hereby other than costs, damages, liabilities and expenses resulting from the Secured Parties' gross negligence or willful misconduct. In respect of such responsibility, the Grantor may retain trademark counsel of its choosing, reasonably acceptable to the Senior Collateral Agent.

7.2. Grantor's Duties, etc. The Grantor shall have the right and the duty, in its discretion and through trademark counsel of its choosing, reasonably acceptable to the Senior Collateral Agent, to prosecute diligently any trademark registration applications of the Trademarks pending as of the date of this Trademark Agreement or thereafter, to preserve and maintain all rights in the Trademarks and Trademark Registrations, including the filing of appropriate renewal applications and other instruments to maintain in effect the Trademark Registrations and the payment when due of all registration renewal fees and other fees, taxes and

other expenses that shall be incurred or that shall accrue with respect to any of the Trademarks or Trademark Registrations. Any expenses incurred in connection with such applications and actions shall be borne by the Grantor. The Grantor shall not abandon any material filed trademark registration application, or any material Trademark Registration or Trademark, without notice thereof to the Senior Collateral Agent.

7.3. Grantor's Enforcement Rights. The Grantor shall have the right and the duty in its discretion to bring suit or other action in the Grantor's own name to maintain and enforce the Trademarks, the Trademark Registrations and the Trademark Rights. The Grantor may require the Senior Collateral Agent to join in such suit or action as necessary to assure the Grantor's ability to bring and maintain any such suit or action in any proper forum if (but only if) the Senior Collateral Agent is completely satisfied that such joinder will not subject the Senior Collateral Agent to any risk of liability. The Grantor shall promptly, upon demand, reimburse and indemnify the Senior Collateral Agent for all damages, costs and expenses, including legal fees, incurred by the Senior Collateral Agent pursuant to this §7.3 other than damages, costs and expenses resulting from the Senior Collateral Agent's gross negligence or willful misconduct.

7.4. Protection of Trademarks, etc. In general, the Grantor shall take any and all such actions (including institution and maintenance of suits, proceedings or actions) as may be necessary or appropriate in its discretion to properly maintain, protect, preserve, care for and enforce the Pledged Trademarks. The Grantor shall not take or fail to take any action, nor permit any action to be taken or not taken by others under its control, that would materially adversely affect the validity, grant or enforcement of the Pledged Trademarks.

7.5. Notification by Grantor. Promptly upon obtaining knowledge thereof, the Grantor will notify the Senior Collateral Agent in writing of the institution of, or any final adverse determination in, any proceeding in the PTO or any similar office or agency of the United States or any foreign country, or any court, regarding the validity of any of the material Trademarks or Trademark Registrations or the Grantor's rights, title or interests in and to the Pledged Trademarks, and of any event that has or could reasonably be expected to materially adversely affect the value of the Pledged Trademarks, the ability of the Grantor or the Senior Collateral Agent to dispose of the Pledged Trademarks or the rights and remedies of the Senior Collateral Agent in relation thereto (including but not limited to the levy of any legal process against the Pledged Trademarks).

8. REMEDIES.

Upon the occurrence and during the continuance of an Event of Default, the Senior Collateral Agent shall have, in addition to all other rights and remedies given it by this Trademark Agreement, the Senior Note Agreement, the Security Agreement and the other Financing Documents, those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in the State of New York, and, without limiting the generality of the foregoing, the Senior Collateral Agent may immediately, in accordance with applicable law and without demand of performance and without other notice (except as set forth below) or demand whatsoever to the Grantor, all of which are hereby expressly waived, sell or license at public or private sale or otherwise realize upon the whole or from time to time any part of the Pledged Trademarks, or any interest that the Grantor may have therein, and after deducting

from the proceeds of sale or other disposition of the Pledged Trademarks all expenses reasonably incurred by any Secured Party in attempting to enforce this Trademark Agreement (including all reasonable expenses for broker's fees and legal services), shall apply the residue of such proceeds toward the payment of the Obligations as set forth in or by reference in the Security Agreement. Notice of any sale, license or other disposition of the Pledged Trademarks shall be given to the Grantor at least ten (10) days before the time that any intended public sale or other public disposition of the Pledged Trademarks is to be made or after which any private sale or other private disposition of the Pledged Trademarks may be made, which the Grantor hereby agrees shall be reasonable notice of such public or private sale or other disposition. At any such sale or other disposition, the Senior Collateral Agent may, to the extent permitted under applicable law, purchase or license the whole or any part of the Pledged Trademarks or interests therein sold, licensed or otherwise disposed of.

9. COLLATERAL PROTECTION EXPENSES; PRESERVATION OF COLLATERAL.

9.1. Expenses Incurred by the Senior Collateral Agent. If the Grantor shall fail to do any act that it has covenanted to do hereunder, or if any representation or warranty of the Grantor shall be breached, the Senior Collateral Agent, in its own name or that of the Grantor (in the sole discretion of the Senior Collateral Agent), may (but shall not be obligated to) do such act or remedy such breach (or cause such act to be done or such breach to be remedied), and the Grantor agrees promptly to reimburse the Senior Collateral Agent for any cost or expense reasonably incurred by the Senior Collateral Agent in so doing.

9.2. The Senior Collateral Agent's Obligations and Duties. Anything herein to the contrary notwithstanding, the Grantor shall remain obligated and liable under each contract or agreement comprised in the Pledged Trademarks to be observed or performed by the Grantor thereunder. The Senior Collateral Agent shall not have any obligation or liability under any such contract or agreement by reason of or arising out of this Agreement or the receipt by the Senior Collateral Agent of any payment relating to any of the Pledged Trademarks, nor shall the Senior Collateral Agent be obligated in any manner to perform any of the obligations of the Grantor under or pursuant to any such contract or agreement, to make inquiry as to the nature or sufficiency of any payment received by the Senior Collateral Agent in respect of the Pledged Trademarks or as to the sufficiency of any performance by any party under any such contract or agreement, to present or file any claim, to take any action to enforce any performance or to collect the payment of any amounts which may have been assigned to the Senior Collateral Agent or to which the Senior Collateral Agent may be entitled at any time or times.

10. POWER OF ATTORNEY.

If any Event of Default shall have occurred and be continuing, the Grantor does hereby make, constitute and appoint the Senior Collateral Agent (and any officer or agent of the Senior Collateral Agent as the Senior Collateral Agent may select in its exclusive discretion) as the Grantor's true and lawful attorney-in-fact, with full power of substitution and with the power during the continuance of such Event of default to endorse the Grantor's name on all applications, documents, papers and instruments necessary for the Senior Collateral Agent to use the Pledged Trademarks or to grant or issue any exclusive or nonexclusive license of any of the Pledged Trademarks to any third person, or to take any and all actions necessary for the

Senior Collateral Agent to assign, pledge, convey or otherwise transfer title in or dispose of any of the Pledged Trademarks or any interest of the Grantor therein to any third person, and, in general, to execute and deliver any instruments or documents and do all other acts that the Grantor is obligated to execute and do hereunder. The Grantor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof and releases the Secured Parties from any claims, liabilities, causes of action or demands arising out of or in connection with any action taken or omitted to be taken by the Senior Collateral Agent under this power of attorney (except for the Senior Collateral Agent's gross negligence or willful misconduct). This power of attorney is coupled with an interest and shall be irrevocable for the duration of this Trademark Agreement.

11. FURTHER ASSURANCES.

The Grantor shall, at any time and from time to time, and at its expense, make, execute, acknowledge and deliver, and file and record as necessary or appropriate with governmental or regulatory authorities, agencies or offices, such agreements, assignments, documents and instruments, and do such other and further acts and things (including, without limitation, using commercially reasonable efforts to obtain consents of third parties), as the Senior Collateral Agent may reasonably request or as may be necessary or appropriate in order to implement and effect fully the intentions, purposes and provisions of this Trademark Agreement, or to assure and confirm to the Senior Collateral Agent the grant, perfection and priority of the Senior Collateral Agent's security interest in the Pledged Trademarks.

12. TERMINATION.

At such time as all of the Obligations have been finally paid and satisfied in full, this Trademark Agreement shall terminate and the Senior Collateral Agent shall, upon the written request and at the expense of the Grantor, execute and deliver to the Grantor all deeds, assignments and other instruments as may be necessary or proper to reassign and reconvey to and re-vest in the Grantor the entire right, title and interest to the Pledged Trademarks previously granted, assigned, transferred and conveyed to the Senior Collateral Agent by the Grantor pursuant to this Trademark Agreement, as fully as if this Trademark Agreement had not been made, subject to any disposition of all or any part thereof that may have been made by the Senior Collateral Agent pursuant hereto or the Security Agreement.

13. COURSE OF DEALING.

No course of dealing between the Grantor and the Senior Collateral Agent, nor any failure to exercise, nor any delay in exercising, on the part of the Senior Collateral Agent, any right, power or privilege hereunder or under the Security Agreement or any other 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.

14. EXPENSES.

Any and all reasonable costs and expenses, of whatever kind or nature, including the reasonable attorneys' fees and expenses incurred by the Senior Collateral Agent in connection

with the preparation of this Trademark Agreement and all other documents relating hereto, the consummation of the transactions contemplated hereby or the enforcement hereof, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance or renewal fees, encumbrances, or otherwise protecting, maintaining or preserving the Pledged Trademarks, or in defending or prosecuting any actions or proceedings arising out of or related to the Pledged Trademarks, shall be borne and paid by the Grantor.

15. OVERDUE AMOUNTS.

Until paid, all amounts due and payable by the Grantor hereunder shall be a debt secured by the Pledged Trademarks and other Collateral and shall bear, whether before or after judgment, interest at the rate of interest for overdue principal set forth in the Senior Note Agreement.

16. NO ASSUMPTION OF LIABILITY; INDEMNIFICATION.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, THE SECURED PARTIES ASSUME NO LIABILITIES OF THE GRANTOR WITH RESPECT TO ANY CLAIM OR CLAIMS REGARDING THE GRANTOR'S OWNERSHIP OR PURPORTED OWNERSHIP OF, OR RIGHTS OR PURPORTED RIGHTS ARISING FROM, ANY OF THE PLEDGED TRADEMARKS OR ANY USE, LICENSE OR SUBLICENSE THEREOF, WHETHER ARISING OUT OF ANY PAST, CURRENT OR FUTURE EVENT, CIRCUMSTANCE, ACT OR OMISSION OR OTHERWISE. ALL OF SUCH LIABILITIES SHALL BE EXCLUSIVELY THE RESPONSIBILITY OF THE GRANTOR, AND THE GRANTOR SHALL INDEMNIFY THE SECURED PARTIES FOR ANY AND ALL COSTS, EXPENSES, DAMAGES AND CLAIMS, INCLUDING LEGAL FEES, INCURRED BY THE SECURED PARTIES WITH RESPECT TO SUCH LIABILITIES OTHER THAN COSTS, EXPENSES, DAMAGES AND CLAIMS RESULTING FROM THE SECURED PARTIES' GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

17. NOTICES.

All notices and other communications made or required to be given pursuant to this Trademark Agreement shall be made or given in the same manner as set forth in Section 7.1 of the Senior Note Agreement and at the address set forth therein with copies to parties requested therein, or at such other address for notice as the Grantor shall last have furnished in writing to the person giving the notice. Any such notice or demand shall be deemed to have been duly given or made and to have become effective as set forth in Section 7.1(b) of the Senior Note Agreement.

18. AMENDMENT AND WAIVER.

This Trademark Agreement is subject to modification only by a writing signed by the Senior Collateral Agent (with the consent of the Required Senior Holders) and the Grantor, except as provided in §6.2. The Senior Collateral Agent shall not be deemed to have waived any right hereunder unless such waiver shall be in writing and signed by the Senior Collateral

Agent. A waiver on any one occasion shall not be construed as a bar to or waiver of any right on any future occasion.

19. GOVERNING LAW; CONSENT TO JURISDICTION.

THIS TRADEMARK AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK (WITHOUT REGARD TO CONFLICTS OF LAW RULES). The Grantor agrees that any suit for the enforcement of this Trademark Agreement may be brought in the courts of the State of New York or any federal court sitting therein and consents to the non-exclusive jurisdiction of such court and to service of process in any such suit being made upon the Grantor by mail at the address specified in §17. The Grantor hereby waives any objection that it may now or hereafter have to the venue of any such suit or any such court or that such suit is brought in an inconvenient court.

20. WAIVER OF JURY TRIAL.

THE GRANTOR WAIVES ITS RIGHT TO A JURY TRIAL WITH RESPECT TO ANY ACTION OR CLAIM ARISING OUT OF ANY DISPUTE IN CONNECTION WITH THIS TRADEMARK AGREEMENT, ANY RIGHTS OR OBLIGATIONS HEREUNDER OR THE PERFORMANCE OF ANY SUCH RIGHTS OR OBLIGATIONS. Except as prohibited by law, the Grantor waives any right which it may have to claim or recover in any litigation referred to in the preceding sentence any special, exemplary, punitive or consequential damages or any damages other than, or in addition to, actual damages. The Grantor (i) certifies that neither the Secured Parties nor any representative, agent or attorney of the Secured Parties has represented, expressly or otherwise, that the Secured Parties would not, in the event of litigation, seek to enforce the foregoing waivers, and (ii) acknowledges that, in entering into the Senior Note Agreement and the other Financing Documents to which any Secured Party is a party, such Secured Party is relying upon, among other things, the waivers and certifications contained in this §20.

21. COUNTERPARTS.

Two or more duplicate originals of this Trademark Agreement may be signed by the parties, each of which shall be an original but all of which together shall constitute one and the same instrument. This Trademark Agreement may be executed in any number of counterparts and shall be effective when at least one counterpart shall have been executed by each party to this Trademark Agreement, and each set of counterparts which, collectively, show execution by each party to this Trademark Agreement shall constitute one duplicate original. Delivery of an executed counterpart of a signature page to this Trademark Agreement via telecopier shall be as effective as delivery of a manually executed counterpart to this Trademark Agreement.

22. MISCELLANEOUS.

The headings of each section of this Trademark Agreement are for convenience only and shall not define or limit the provisions thereof. This Trademark Agreement and all rights and obligations hereunder shall be binding upon the Grantor and its respective successors and assigns, and shall inure to the benefit of the Secured Parties and their successors and assigns

from time to time. In the event of any irreconcilable conflict between the provisions of this Trademark Agreement and the Senior Note Agreement, or between this Trademark Agreement and the Security Agreement, the provisions of the Senior Note Agreement or the Security Agreement, as the case may be, shall control. If any term of this Trademark Agreement shall be held to be invalid, illegal or unenforceable, the validity of all other terms hereof shall in no way be affected thereby, and this Trademark Agreement shall be construed and be enforceable as if such invalid, illegal or unenforceable term had not been included herein. The Grantor acknowledges receipt of a copy of this Trademark Agreement.

[Remainder of page intentionally left blank. Next page is signature page.]

IN WITNESS WHEREOF, this Trademark Agreement has been executed as of the day and year first above written.

SOKOLIN LLC

By: _____
Name: David Sokolin
Title: President

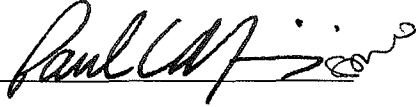
CERTIFICATE OF ACKNOWLEDGMENT

STATE OF New York)
) ss.
COUNTY OF Suffolk)

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this 22 day of November, 2006, personally appeared David Sokolin to me known personally, and who, being by me duly sworn, deposes and says that [s]he is the President of SOKOLIN LLC, and that said instrument was signed and sealed on behalf of said company by authority of its Members, and said President acknowledged said instrument to be the free act and deed of said company.

[Signature]
Notary Public 026E6151850
My commission expires: 8-28-2010

**THE PRUDENTIAL INSURANCE COMPANY OF AMERICA,
as Senior Collateral Agent**

By: 
Name: **Paul L. Meiring**
Title: **Vice President**

[Signature Page to Trademark Collateral Security and Pledge Agreement]

**TRADEMARK
REEL: 004258 FRAME: 0648**

SCHEDULE A

TRADEMARKS AND TRADEMARK REGISTRATIONS

U.S. Registered Trademarks

Trademark or Service Mark	Registration Number	Registration Date
Sokolin Trademark / Service Mark	2,982,785	08/09/2005
D. Sokolin Co. Est. 1934, Trademark / Service Mark	3,033,597	12/27/2005

ASSIGNMENT OF TRADEMARKS AND SERVICE MARKS (U.S.)

WHEREAS, [_____], a [_____] organized and existing under the laws of the State of [_____], having a place of business at [_____] (the "Grantor"), has adopted and used and is using the trademarks and service marks (the "Marks") identified on the Annex hereto, and is the owner of the registrations of and pending registration applications for such Marks in the United States Patent and Trademark Office identified on such Annex; and

WHEREAS, THE PRUDENTIAL INSURANCE COMPANY OF AMERICA, as collateral agent (the "Assignee"), is desirous of acquiring the Marks and the registrations thereof and registration applications therefor;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Grantor does hereby assign, sell and transfer unto the Assignee all right, title and interest in and to the Marks, together with (i) the registrations of and registration applications for the Marks, (ii) the goodwill of the business symbolized by and associated with the Marks and the registrations thereof, and (iii) the right to sue and recover for, and the right to profits or damages due or accrued arising out of or in connection with, any and all past, present or future infringements or dilution of or damage or injury to the Marks or the registrations thereof or such associated goodwill.

This Assignment of Trademarks and Service Marks (U.S.) is intended to and shall take effect as a sealed instrument at such time as the Assignee shall complete this instrument by inserting its name in the second paragraph above and signing its acceptance of this Assignment of Trademarks and Service Marks (U.S.) below.

IN WITNESS WHEREOF, the Grantor, by its duly authorized officer, has executed this assignment, as an instrument under seal, on this ___ day of _____, _____.

[_____]

By: _____
Title:

The foregoing assignment of the Marks and the registrations thereof and registration applications therefor by the Grantor to the Assignee is hereby accepted as of the ____ day of _____, _____.

**THE PRUDENTIAL INSURANCE COMPANY
OF AMERICA, as Senior Collateral Agent**

By _____
Name:
Title:

STATE OF _____)
) ss.
COUNTY OF _____)

On this the ____ day of _____, _____, before me appeared _____, the person who signed this instrument, who acknowledged that (s)he is the _____ of [_____] and that being duly authorized (s)he signed such instrument as a free act on behalf of said corporation.

[Seal]

Notary Public

My commission expires:

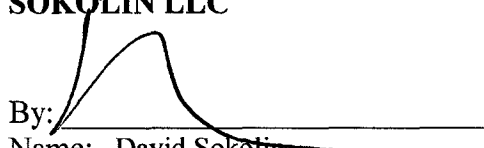
ANNEX

Trademarks and Trademark Registrations

<u>Trademark or Service Mark</u>	Registrations --	
	United States Patent and Trademark Office Registration No.	Registration Date
Sokolin Trademark/Service Mark	2,982,785	8/9/2005
D. Sokolin Co. Est. 1934, Trademark/Service Mark	3,033,579	12/27/2005

IN WITNESS WHEREOF, the Grantor, by its duly authorized officer, has executed this assignment, as an instrument under seal, on this 22 day of November, 2006.

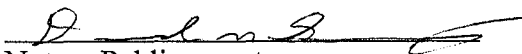
SOKOLIN LLC

By: 
Name: David Sokolin
Title: President

CERTIFICATE OF ACKNOWLEDGMENT

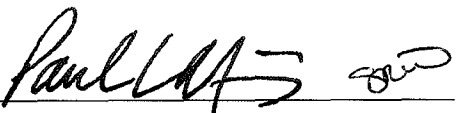
STATE OF New York)
) ss.
COUNTY OF Suffolk)

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this 22 day of November, 2006, personally appeared David Sokolin to me known personally, and who, being by me duly sworn, deposes and says that ~~she~~he is the President of **SOKOLIN LLC**, and that said instrument was signed and sealed on behalf of said company by authority of its Members, and said President acknowledged said instrument to be the free act and deed of said company.


Notary Public 026E6151 850
My commission expires: 8-23-2010

The foregoing assignment of the Marks and the registrations thereof and registration applications therefor by the Grantor to the Assignee is hereby accepted as of the ___ day of November, 2006.

**THE PRUDENTIAL INSURANCE COMPANY
OF AMERICA, as Senior Collateral Agent**

By 

Name:

Title: Vice President

[Signature Page to Assignment of Trademarks and Service Marks (U.S.)]