

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
RC Licensing LLC		11/10/2010	LIMITED LIABILITY COMPANY: NEW JERSEY
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Israel Discount Bank of New York		
<b>Street Address:</b>	511 Fifth Avenue		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10017		
<b>Entity Type:</b>	BANK: NEW YORK		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2361325	CHERESKIN	
Registration Number:	2098372	CHERESKIN	
Registration Number:	2074271	CHERESKIN	
Registration Number:	1167426	RON CHERESKIN	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(716)849-0349		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	(716) 856-4000		
<b>Email:</b>	ksuzan@hodgsonruss.com		
<b>Correspondent Name:</b>	Kenneth D. Suzan		
<b>Address Line 1:</b>	Hodgson Russ LLP		
<b>Address Line 2:</b>	140 Pearl Street, Suite 100		
<b>Address Line 4:</b>	Buffalo, NEW YORK 14202		
<b>ATTORNEY DOCKET NUMBER:</b>	RC LICENSING		

**CH \$115.00 2361325**

**900177095**

**TRADEMARK  
 REEL: 004412 FRAME: 0339**

NAME OF SUBMITTER:	Kenneth D. Suzan
Signature:	/Kenneth D. Suzan/
Date:	11/10/2010
<b>Total Attachments: 4</b> source=RC Licensing - Trademark Security Agreement (2)#page1.tif source=RC Licensing - Trademark Security Agreement (2)#page2.tif source=RC Licensing - Trademark Security Agreement (2)#page3.tif source=RC Licensing - Trademark Security Agreement (2)#page4.tif	

## TRADEMARK SECURITY AGREEMENT

**THIS AGREEMENT (TRADEMARK)** (this "Agreement"), dated as of November 10, 2010, between RC LICENSING LLC, a New Jersey limited liability company, 195 Carter Drive, Suite 568a, Edison, New Jersey 08817 (the "Grantor"), and ISRAEL DISCOUNT BANK OF NEW YORK, 511 Fifth Avenue, New York, New York 10017 (the "Secured Party");

### WITNESSETH:

**WHEREAS** the Grantor has executed and delivered a Security Agreement, dated November \_\_\_\_, 2010 (together with all amendments, supplements, restatements, replacements and other modifications, if any, from time to time made thereto, the "Security Agreement");

**AND WHEREAS** the Grantor is required to execute and deliver this Agreement and to grant to the Secured Party a continuing security interest in all of the Trademark Collateral (as hereinafter defined) to secure all Obligations;

**AND WHEREAS** the Grantor has duly authorized by all necessary corporate and other action on the part of the Grantor the execution, delivery and performance of this Agreement;

**NOW THEREFORE** for good and valuable consideration the receipt of which is hereby acknowledged, the Grantor agrees, for the benefit of each of the Secured Party, as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Security Agreement.
2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure the payment and performance of all Obligations, the Grantor does hereby mortgage, pledge, hypothecate to the Secured Party, and grant to the Secured Party a security interest in all of the Grantor's right, title and interest in and to the following property (the "Trademark Collateral"), whether now owned or hereafter acquired or existing:
  - (a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade dress, service marks, logos, other source of business identifiers, and designs, now existing anywhere in the world or hereafter adopted or acquired, whether currently in use or not, all registrations and recordings thereof and all applications therefor, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office, or any equivalent office in any foreign country, including those referred to in Schedule 1.2(a)(i) annexed hereto, and all reissues,

extensions or renewals thereof (all of the foregoing items in this clause (a) being collectively called a "Trademark");

- (b) all Trademark licenses and other agreements providing the Grantor with the right to use any items described in clause (a), including each Trademark license referred to in Schedule 1.2(b) annexed hereto;
- (c) all of the goodwill of the business connected with the use of, and symbolized by the items described in, clause (a);
- (d) the right to sue third parties for past, present and future infringements of any Trademark Collateral described in clauses (a) and (b); and
- (e) all proceeds of, and rights associated with, the foregoing, including any claim by the Grantor against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration or Trademark license, including any Trademark, Trademark registration or Trademark license referred to in Schedules 1.2(a)(i) and 1.2(b), or for any injury to the goodwill associated with the use of any such Trademark or for breach or enforcement of any Trademark license and all rights corresponding thereto throughout the world.

3. Security Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of recording the security interest of the Secured Party in the Trademark Collateral with the United States Patent and Trademark Office. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Secured Party for the benefit of each of the Secured Party under the Security Agreement. The Security Agreement (and all rights and remedies of the Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

4. Release of Security Interest. Upon indefeasible payment in full of all Obligations, the Secured Party shall, at the Grantor's expense, execute and deliver to the Grantor all instruments and other documents as may be necessary or proper to release the lien on and security interest in the Trademark Collateral which has been granted hereunder.

5. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Party with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

**IN WITNESS WHEREOF** the Grantor hereto has caused this Agreement to be duly executed and delivered by its officer thereunto duly authorized as the day and year first above written.

**RC LICENSING LLC**

By: ML  
Name: *Martin Egan*  
Title: *Member*

**Schedule A**  
Domestic Trademarks

<b><u>TRADEMARK</u></b>	<b><u>REGISTRATION NUMBER</u></b>	<b><u>COUNTRY</u></b>	<b><u>CLASS</u></b>
CHE@ESKIN	2361325	USA	25
RON CHERESKIN [Word Mark]	2098372	USA	25
RON CHERESKIN [Word Mark]	2074271	USA	25
RON CHERESKIN [Word Mark]	1167426	USA	25