

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT															
NATURE OF CONVEYANCE:	Assignment of Security Interests in Trademarks															
CONVEYING PARTY DATA																
<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:30%;">Name</th> <th style="width:30%;">Formerly</th> <th style="width:15%;">Execution Date</th> <th style="width:25%;">Entity Type</th> </tr> </thead> <tbody> <tr> <td>Capstone Capital Group I, LLC</td> <td></td> <td>04/30/2010</td> <td>LIMITED LIABILITY COMPANY: DELAWARE</td> </tr> <tr> <td>Capstone Business Credit, LLC</td> <td></td> <td>04/30/2010</td> <td>LIMITED LIABILITY COMPANY: DELAWARE</td> </tr> </tbody> </table>		Name	Formerly	Execution Date	Entity Type	Capstone Capital Group I, LLC		04/30/2010	LIMITED LIABILITY COMPANY: DELAWARE	Capstone Business Credit, LLC		04/30/2010	LIMITED LIABILITY COMPANY: DELAWARE			
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<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:20%;">Name:</td> <td>Amincor, Inc.</td> </tr> <tr> <td>Street Address:</td> <td>1350 Avenue of the Americas</td> </tr> <tr> <td>Internal Address:</td> <td>24th Floor</td> </tr> <tr> <td>City:</td> <td>New York</td> </tr> <tr> <td>State/Country:</td> <td>NEW YORK</td> </tr> <tr> <td>Postal Code:</td> <td>10019</td> </tr> <tr> <td>Entity Type:</td> <td>CORPORATION: NEVADA</td> </tr> </table>		Name:	Amincor, Inc.	Street Address:	1350 Avenue of the Americas	Internal Address:	24th Floor	City:	New York	State/Country:	NEW YORK	Postal Code:	10019	Entity Type:	CORPORATION: NEVADA	
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CORRESPONDENCE DATA																
<p>Fax Number: (212)894-5765 <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i></p> <p>Phone: 2129406365 Email: bret.danow@kattenlaw.com Correspondent Name: Bret J. Danow Address Line 1: 575 Madison Avenue</p>																

CH \$115.00 1319471

Address Line 4: New York, NEW YORK 10022-2585

ATTORNEY DOCKET NUMBER: 343608-00001

NAME OF SUBMITTER: Bret J. Danow

Signature: /s/

Date: 01/06/2011

Total Attachments: 3
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ASSIGNMENT OF SECURITY INTEREST IN TRADEMARKS

This Assignment of Security Interest in Trademarks (this "Assignment"), dated as of April 30, 2010, is made by and among Capstone Capital Group I, LLC, a Delaware limited liability company ("Capstone Capital"), Capstone Business Credit, LLC, a Delaware limited liability company ("Capstone Business", and together with Capstone Capital, collectively, "Capstone"), having offices at 1350 Avenue of the Americas, 24th Floor, New York, NY 10019 and Amincor, Inc., a Nevada corporation, having offices at 1350 Avenue of the Americas, 24th Floor, New York, NY 10019 (the "Assignee");

WHEREAS, pursuant to a certain Security Agreement dated as of December 24, 2008, between Capstone Capital and Whaling Distributors Inc. ("WDI"), WDI granted to Capstone Capital security interests in the trademark registrations listed on the attached Schedule A, and the goodwill associated therewith (the "Trademarks"), which security interests were recorded with the United States Patent and Trademark Office on December 24, 2008 at Reel/Frame No. 3916/0896 and corrected pursuant to a Corrective Assignment recorded on Reel Frame No. 3923/0490 and at Reel/Frame No. 3916/0955 and corrected pursuant to a Corrective Assignment recorded on Reel Frame No. 3918/0517 (collectively, the "CCGI Security Agreement");

WHEREAS, pursuant to a certain Security Agreement dated as of December 24, 2008, between Capstone Business and WDI, WDI granted to Capstone Business a security interest in Trademarks, which security interest was recorded with the United States Patent and Trademark Office on December 24, 2008 at Reel/Frame No. 3917/0001 and corrected pursuant to a Corrective Assignment recorded on Reel Frame No. 3918/0550 (the "CBC Security Agreement" and together with the CCGI Security Agreement, collectively the "Security Agreements");

WHEREAS, Capstone wishes to assign the security interests granted under the Security Agreements to Assignee.

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

1. Assignment. Effective as of April 30, 2010, Capstone does hereby assign, convey, transfer, deliver, set over and vest to Assignee, its successors and assigns, the security interests granted pursuant to the Security Agreements, in all right, title and interest in and to: (i) the Trademarks, including all applications or registrations therefor; (ii) all income, royalties, damages and payments now due or payable or which hereafter become due or payable in respect to thereto; (iii) all causes of action (in law or equity) and rights to sue, counterclaim and/or recover for past, present or future infringement thereof; and (iv) all rights corresponding to the foregoing throughout the world.

2. Governing Law; Jurisdiction. This Assignment shall be governed by and construed in accordance with the laws of the State of New York without giving effect to its conflicts of law principles. The parties agree that all disputes arising under or relating to this Assignment shall only be brought in the courts of the State of New York, County of New York, and the United States District Court for the Southern District of New York.

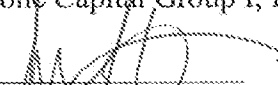
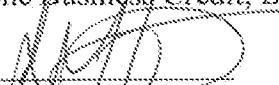
3. Successors and Assigns. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

4. Further Agreements. Capstone agrees to execute and deliver to the Assignee such additional documents, instruments or agreements as may be necessary or appropriate to effectuate the purposes of this Assignment.

5. Entire Agreement. This Assignment constitutes the entire agreement among the parties hereto with respect to the matters referred to herein and therein, and no other agreement, verbal or otherwise shall be binding between the parties hereto unless it shall be in writing and signed by the party against whom enforcement is sought.

6. Amendments; Waivers. This Assignment shall not be amended except by a writing signed by all of the parties hereto. No waiver of any provision of this Assignment shall be implied from any course of dealing between the parties hereto or from any failure by any party hereto to assert its rights hereunder on any occasion or series of occasions.

IN WITNESS WHEREOF, the undersigned have executed this Assignment of Security Interest in Trademarks effective as of April 30, 2010.

Capstone Capital Group I, LLC By:  Name: <u>Joseph M. Ingrassia</u> Title: <u>owner</u>	Capstone Business/Credit, LLC By:  Name: <u>Joseph M. Ingrassia</u> Title: <u>owner</u>
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Schedule A

Trademarks

NEWPORT HARBOR (Registration No. 1,319,471)

NEWPORT HARBOR, REFLECTING QUALITY & SAFETY SINCE 1969 (Registration No. 3,764,824)

NEWPORT HARBOR (Registration No. 2,285,443)

NEWPORT HARBOR (Registration No. 2,189,971)