

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		Assignment of Security Interest	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Capstone Business Credit, LLC		05/05/2011	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
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		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3205784	CHARM AND LUCK	
Registration Number:	3339525	CHARM AND LUCK WORKING HARD TO MAKE YOU CUTER	
CORRESPONDENCE DATA			
Fax Number:	(212)894-5765		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	212-940-6365		
Email:	bret.danow@kattenlaw.com		
Correspondent Name:	Bret J. Danow		
Address Line 1:	575 Madison Avenue		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	343608-00001		
NAME OF SUBMITTER:	Bret J. Danow		
Signature:	/s/		

CH \$65.00 3205784

900191428

TRADEMARK
 REEL: 004537 FRAME: 0919

Date:

05/10/2011

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 May 5th, 2011, is made by and between Capstone Business Credit, LLC, a limited liability company organized under the laws of the State of Delaware, having offices at 1350 Avenue of the Americas, 24th Floor, New York, NY 10019 ("CBC") and Amincor, Inc., a Nevada corporation, having offices at 1350 Avenue of the Americas, 24th Floor, New York, NY 10019 (the "Assignee");

WHEREAS, CBC has been granted a security interest (the "Security Interest") in the trademarks applications and registrations identified on Schedule A attached hereto (collectively the "Trademarks") pursuant to that certain Security Agreement by and between CBC and Charm and Luck, LLC, which was recorded with the United States Patent and Trademark Office on July 18, 2008 at Reel/Frame: 3818/0828 (the "Security Agreement"); and

WHEREAS, CBC wishes to assign the Security Interest granted under the Security Agreement 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. CBC does hereby assign, convey, transfer, deliver, set over and vest to Assignee, its successors and assigns, the Security Interest granted pursuant to the Security Agreement, 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. Headings. The headings of the paragraphs of this Assignment have been included only for convenience, and shall not be deemed in any manner to modify or limit any of the provisions of this Assignment or be used in any manner in the interpretation of this Assignment.

5. Interpretation. Whenever the context so requires in this Assignment, all words used in the singular shall be construed to have been used in the plural (and vice versa), each gender shall be construed to include any other genders, and the word "person" shall be construed to include a natural person, a corporation, a firm, a partnership, a joint venture, a trust, an estate or any other entity.

6. Partial Invalidity. Each provision of this Assignment shall be valid and enforceable to the fullest extent permitted by law. If any provision of this Assignment or the application of such provision to any person or circumstances shall, to any extent, be invalid or unenforceable, then the remainder of this Assignment, or the application of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected by such invalidity or unenforceability.

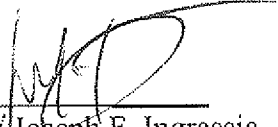
7. Further Agreements. The Assignor agrees to execute and deliver to the Assignee such additional documents, instruments or agreements as may be necessary or appropriate to effectuate the purposes of this Assignment.

8. 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.

9. 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 this 5th day of May, 2011.

CAPSTONE BUSINESS CREDIT, LLC

By: 
Name: Joseph F. Ingrassia
Title: Managing Member

Schedule A

TRADEMARKS

Trademark or Service Mark	Registration Number
CHARM AND LUCK	3,205,784
CHARM AND LUCK WORKING HARD TO MAKE YOU CUTER	3,339,525