

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
Michele Grendene		04/08/2011	INDIVIDUAL: ITALY
RECEIVING PARTY DATA			
Name:	F9 Investments, LLC		
Street Address:	16 Palm Ave.		
City:	Miami Beach		
State/Country:	FLORIDA		
Postal Code:	33139		
Entity Type:	LIMITED LIABILITY COMPANY: FLORIDA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2936520	CASA TUA	
CORRESPONDENCE DATA			
Fax Number:	(305)357-9050		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(305) 357-9030		
Email:	david.friedland@friedlandvining.com		
Correspondent Name:	David K. Friedland		
Address Line 1:	7301 SW 57 Court, Suite 515		
Address Line 4:	South Miami, FLORIDA 33143		
ATTORNEY DOCKET NUMBER:	CASA TUA		
NAME OF SUBMITTER:	David K. Friedland		
Signature:	/David K. Friedland/		
Date:	06/17/2011		

OP \$40.00 2936520

Total Attachments: 8

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SECURITY AGREEMENT

THIS SECURITY AGREEMENT ("Security Agreement") is made and entered into as of the 8th day of April, 2011, by and between MICHELE GRENDENE, LETICIA GRENDENE, CASA TUA ASPEN, LLC, a Delaware limited liability company, CASA TUA ASPEN MANAGER, LLC, a Delaware limited liability company (collectively, the "Borrower"), and F9 INVESTMENTS, LLC, a Florida limited liability company (the "Secured Party").

W I T N E S S E T H :

WHEREAS, Borrower is indebted to the Secured Party in the original principal amount of up to \$2,500,000.00 pursuant to that certain Amended, Consolidated and Restated Promissory Note, of even date herewith (the "Promissory Note"); and

WHEREAS, in order to further secure the Borrower's obligations under the Loan Documents (as defined in the Promissory Note), the parties hereto each desire to enter into this Security Agreement;

NOW, THEREFORE, in consideration of the mutual premises, covenants and agreements herein contained, the parties hereby agree as follows:

1. Security Interest. The Borrower hereby grants a continuing security interest in, and assigns to the Secured Party, the Collateral to secure payment and performance of all of the Obligations of the Borrower to the Secured Party.

2. Definitions. Definitions in the Code apply to words and phrases in this Security Agreement and, if Code definitions conflict, definitions in Article 9 (Chapter 679, Florida Statutes) of the Code shall apply. In addition to terms defined in the Code or elsewhere in this Security Agreement, the following terms have the meanings indicated below, which meanings shall be equally applicable to both the singular and the plural forms of such terms:

"Code" means the Uniform Commercial Code as in effect from time to time in the State of Florida (Chapters 671 through 680, inclusive, Florida Statutes).

"Collateral" means and includes any and all of the following owned by the Borrower or in which the Borrower has an interest, whether now owned or existing or hereafter created or acquired:

- (a) Accounts;
- (b) Chattel Paper;
- (c) Documents;
- (d) General Intangibles;
- (e) Goods, including Equipment;
- (f) Inventory and Equipment;
- (g) Instruments;
- (h) all cash or non-cash proceeds of any of the foregoing, including insurance proceeds;
- (i) all ledger sheets, files, records, documents and instruments evidencing an interest in or relating to the above;


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(i) Leasehold Improvements;

(j) all of Borrower's intellectual property, including, but not limited to all trademark filings for Casa Tua, including, but not limited to, U.S. Trademark Registration No. 2,936,520 and CTM Registration Certificate, Reg. No. 001793116 (Lender, at Borrower's sole and absolute expense, shall record in the Patent and Trademark Office and any and all other trade mark an register departments in the United States and internationally, any and all documentation required to perfect this Lien); and

(k) any and all property of the Borrower now or hereafter delivered to or left in or coming into possession, control or custody of the Secured Party, whether expressly as collateral security or for any other purpose and property described in collateral receipts or other documents signed or furnished by the Borrower and any and all replacements or any of the foregoing, whether or not in the possession of the Secured Party.

"Obligations" shall include:

- (a) all indebtedness, obligations and liabilities of the Borrower to the Secured Party now or hereafter existing, incurred or created under the Loan Documents including, but not limited to, the Promissory Note and this Security Agreement;
- (b) All other liabilities (primary, secondary, direct, contingent, sole, joint or several) due or to become due or which may be hereafter contracted or acquired, of the Borrower to the Secured Party, whether such liabilities arise in the ordinary course of business or not; and
- (c) All costs incurred by the Secured Party to obtain, preserve, and enforce this Security Agreement and the security interest created hereunder, collect the Obligations and to maintain and preserve the Collateral, including, without limitation, taxes, assessments, insurance premiums, repairs, reasonable attorneys' fees and legal expenses, rent storage costs and expenses of sale.

"Receivables" means all Accounts, Chattel Paper, Instruments, Documents, General Intangibles (including, without limitation, tax refunds and insurance proceeds) and any and all other obligations and indebtedness owed to the Borrower from whatever source arising and whether now existing or hereafter arising and any proceeds from any of the above.

3. No Other Security Interests. So long as any Obligation to the Secured Party is outstanding, the Borrower will not, without the prior written consent of the Secured Party, grant to any third party a security interest in any of the Collateral or permit any lien or encumbrance to attach to any part of the Collateral or suffer or permit any levy to be made on any part of the Collateral, or permit any financing statement except that of the Secured Party to be on file with respect thereto except with respect to purchase money security interests and those liens or encumbrances which exist on the date hereof. Except as allowed in the Loan Agreement, of even date herewith, the Borrower will not sell, transfer, lease or otherwise dispose of any of the Collateral or any interest therein, or offer to do so or permit anything to be done to impair the value of the Collateral or the security interest.

4. Representations, Warranties and Covenants Regarding the Collateral. The Borrower represents, warrants and covenants as follows:

(a) The Collateral shall be kept at its location as of the date hereof. The Borrower will not permit any of the Collateral to be moved without the prior written consent of the Secured Party, other than Collateral which may be sold as permitted under Section 3 hereof.

(b) The Borrower will at all times keep the Collateral insured against loss, damage, theft and such other risks as the Secured Party may require in an amount not less than the full insurable value thereof and each such policy shall provide that loss thereunder and proceeds payable thereunder shall be payable to the Secured Party

as an additional loss payee (and the Secured Party may apply any proceeds of such insurance which may be received by the Secured Party toward payment of the Obligations, whether due or not due, in such order as the Secured Party may determine).

(c) The Borrower will at all times keep the Collateral in good order and repair and will not waste or destroy the Collateral or any part thereof.

(d) The Borrower will join with the Secured Party in executing financing statements, notices, affidavits or similar instruments in forms satisfactory to the Secured Party and such other documents as the Secured Party may from time to time request. The Borrower will do such other acts and things, all as the Secured Party may request, to maintain a valid, first perfected security interest in the Collateral (free of all other liens and claims whatsoever other than liens as of the date hereof) to secure the payment of the Obligations secured hereby.

(e) The Borrower will not use the Collateral or permit the same to be used in violation of any statute or ordinance. The Secured Party may examine and inspect the Collateral upon reasonable notice to the Borrower. The Borrower will pay promptly when due all taxes and assessments upon the Collateral or for its use or operation or upon this Security Agreement or other writing evidencing the Obligations, or any of them unless the Borrower receives written approval from Secured Party (which approval shall not be unreasonably withheld) that the Borrower may contest such taxes in good faith.

5. Special Covenants Regarding Receivables. Until the Secured Party requests that account debtors on Receivables be notified of the Secured Party's security interest, the Borrower shall continue to collect them, subject to the direction and control of the Secured Party at all times. Upon the occurrence of an Event of Default (as hereinafter defined), the Borrower shall, upon the request of the Secured Party, notify the account debtors of the security interest of the Secured Party in any Receivable and that payment thereof is to be made directly to the Secured Party, and the Secured Party may itself at any time, without notice to or demand upon the Borrower or the Debtor, so notify account debtors.

6. Defaults and Remedies. If any one of the following "Events of Default" shall then exist and be continuing:

(a) Any default by the Borrower with respect to the payment of any of the Obligations following any applicable cure periods under the Loan Documents; or

(b) The Borrower shall default in the performance of any material agreement, covenant or obligation contained herein, then the Secured Party may, in addition to any other rights and remedies which it may have, immediately and without demand, exercise any and all of the rights and remedies granted to a secured party upon default under the Code; and upon request or demand of the Secured Party, the Borrower shall at its expense assemble all or any part of the Collateral and make it available to the Secured Party at a convenient place designed by the Secured Party. The Secured Party and its agents are authorized to enter into or onto any premises where the Collateral may be located for the purpose of taking possession of such Collateral. Any notice of sale or disposition of the Collateral delivered pursuant to Section 7(b) hereof or at such other address of the Borrower as may from time to time be shown on the Secured Party's records, at least 10 days prior to such action, shall constitute reasonable notice to the Borrower. Any proceeds of any disposition of any of the Collateral may be applied by the Secured Party toward payment of such of the Obligations and in such order of application as the Secured Party may from time to time elect. Except as otherwise expressly provided in this Security Agreement, until default, the Borrower may have possession of the Collateral and use it in any lawful manner not inconsistent with this Security Agreement. The Secured Party's rights under this Security Agreement and any other documents executed pursuant to the Promissory Note shall be cumulative.

7. Miscellaneous.

(a) Governing Law. This Security Agreement and all agreements and instruments contemplated by this Security Agreement shall be construed and enforced in accordance with, and governed by, the laws of the State of Florida.

(b) Notices. All notices, requests, demands and other communications required or permitted to be given hereunder shall be in writing and shall be deemed to have been duly given when delivered in person, or when sent by email, facsimile transmission (with receipt confirmed), or when sent by registered or certified mail, return receipt requested, prepaid and addressed as follows (or at such other addresses as the parties may designate by written notice in the manner aforesaid):

If to the Secured Party:

F9 Investments, LLC
16 Palm Avenue
Miami Beach, Florida 33139
Attention: Thomas D. Sullivan
Facsimile No.: ()
Email: ts2@lumberliquidators.com

With a copy to:

Mark S. Meland, Esq.
Meland, Russin & Budwick, P.A.
200 South Biscayne Boulevard, Suite 3000
Miami, Florida 33131
Facsimile No.: (305) 358-1221
Email: mmeland@melandrussin.com

If to the Borrower:

c/o Michele Grendene
4621 Lake Road
Miami Beach, Florida 33139
Facsimile No.: (305) 532-7729
Email: mgrendene@casatualifestyle.com

With a copy to:

Marshall Pasternack, Esq.
Bilzin Sumberg Baena Price & Axelrod LLP
1450 Brickell Avenue, 23rd Floor
Miami, Florida 33131-3456
Facsimile No.: (305) 351-2247
Email: mpasternack@bilzin.com

(c) Assignment. Neither this Security Agreement nor any right, remedy, obligation or liability arising hereunder or by reason hereof nor any of the documents executed in connection herewith may be assigned by the parties hereto without the consent of each other party hereto.

(d) Benefit. This Security Agreement shall inure to the benefit of, and be binding upon, the parties hereto and their respective successors and permitted assigns.

(e) Amendments and Waivers. This Security Agreement sets forth the entire understanding of the parties with respect to the subject matter hereof and may be modified only by a written instrument duly executed by each party. No breach of any covenant, agreement, warranty or representation shall be deemed waived unless expressly waived in writing by the party who might assert such breach.

(f) Captions. The captions contained in this Security Agreement are inserted only as a matter of convenience and in no way define, limit or extend the scope of intent of this Security Agreement or any provision hereof.

(g) Construction. This Security Agreement shall be interpreted without regard to any presumption or rule requiring construction against the party causing this Security Agreement to be drafted.

(h) Severability. If any provision of this Security Agreement shall, for any reason, be held violative of any applicable law, and so much of this Security Agreement is held to be unenforceable, then the invalidity of such specific provision herein shall not be held to invalidate any other provisions herein which shall remain in full force and effect.

(i) Expenses. Except as otherwise provided herein, whether or not the transactions contemplated hereunder shall be consummated, each party hereto shall pay its own expenses incident to the preparation for, and entering into this Security Agreement and for consummating the transactions contemplated herein.

(j) Attorneys' Fees. In the event of any litigation between the parties to this Security Agreement, the prevailing party shall be entitled to immediate payment of all costs incurred by such party in such dispute, including, but not limited to, court costs and reasonable attorneys' fees.

(k) Adequacy of Disclosures. Notwithstanding anything contained in this Security Agreement to the contrary, wherever any disclosure is required by the terms of this Security Agreement, it shall be adequate if the disclosure is made in any part of this Security Agreement and it shall not be necessary for either party to repeat the disclosure in more than one schedule.

(l) Incorporation by Reference. All exhibits and schedules attached to this Security Agreement, if any, and referred to herein as specifically incorporated herein by reference as appropriate.

(m) Counterparts. This Security Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute but one and the same instrument.

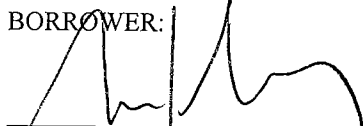
(n) Waiver of Jury Trial. BORROWER AND, BY ITS ACCEPTANCE HEREOF, THE SECURED PARTY EACH HEREBY WAIVE THE RIGHT EITHER MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY LITIGATION ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS SECURITY AGREEMENT OR WITH RESPECT TO DEALINGS BETWEEN THE SECURED PARTY AND BORROWER CONCERNING ANY COURSE OF CONDUCT, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF EITHER PARTY. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE SECURED PARTY TO PROVIDE CREDIT TO THE BORROWER.

[SIGNATURES ON FOLLOWING PAGE]

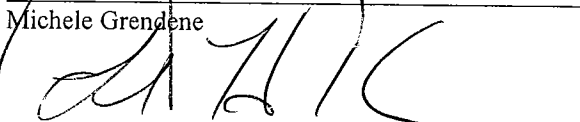
Handwritten signatures in black ink, appearing to be initials or names, located in the bottom right corner of the page.

IN WITNESS WHEREOF, the parties hereto have executed this Security Agreement on the date first written above.

BORROWER:

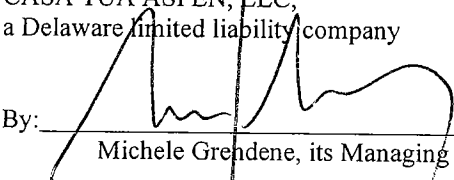


Michele Grendene



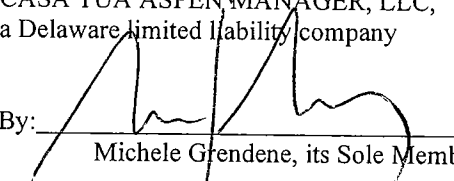
Leticia Grendene

CASA TUA ASPEN, LLC,
a Delaware limited liability company

By: 

Michele Grendene, its Managing Member

CASA TUA ASPEN MANAGER, LLC,
a Delaware limited liability company

By: 

Michele Grendene, its Sole Member

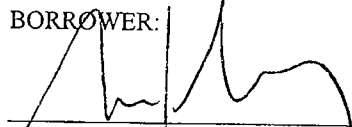
LENDER:

F9 Investments, LLC,
a Florida limited liability company

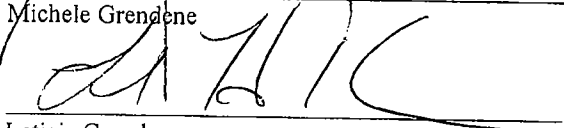
By: _____
Thomas D. Sullivan, Manager

IN WITNESS WHEREOF, the parties hereto have executed this Security Agreement on the date first written above.

BORROWER:

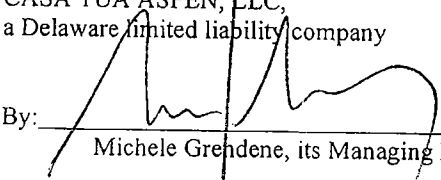


Michele Grendene



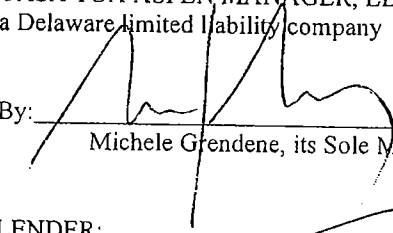
Leticia Grendene

CASA TUA ASPEN, LLC,
a Delaware limited liability company

By: 

Michele Grendene, its Managing Member

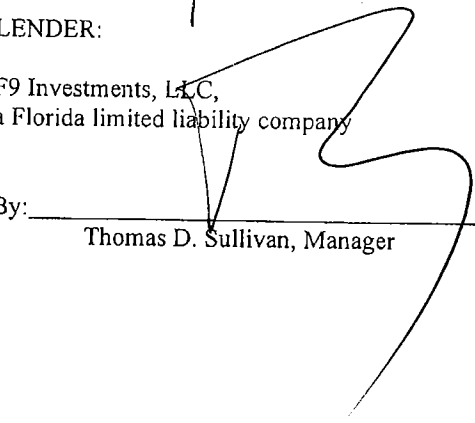
CASA TUA ASPEN MANAGER, LLC,
a Delaware limited liability company

By: 

Michele Grendene, its Sole Member

LENDER:

F9 Investments, LLC,
a Florida limited liability company

By: 

Thomas D. Sullivan, Manager

STATE OF FLORIDA)
)ss:
COUNTY OF MIAMI DADE)

The foregoing instrument was sworn to, subscribed and acknowledged before me this 8th day of April, 2011, by Michele Grendene and Leticia Grendene, who are personally known to me or has produced as identification.



AMARILLYS GINORIS
MY COMMISSION # DD 810141
EXPIRES: August 14, 2012
Bonded Thru Budget Notary Services

Amarillys Ginoris
Print Name: Amarillys Ginoris
Notary Public, State of Florida
Florida at Large
My commission expires: 8/14/12

STATE OF FLORIDA)
)ss:
COUNTY OF MIAMI DADE)

The foregoing instrument was sworn to, subscribed and acknowledged before me this 8th day of April, 2011, by Michele Grendene, as Managing Member of Casa Tua Aspen, LLC, a Delaware limited liability company, on behalf of the company. He is personally known to me or has produced F. drivers lic. as identification.



AMARILLYS GINORIS
MY COMMISSION # DD 810141
EXPIRES: August 14, 2012
Bonded Thru Budget Notary Services

Amarillys Ginoris
Print Name: Amarillys Ginoris
Notary Public, State of Florida
Florida at Large
My commission expires: 8/14/12

STATE OF FLORIDA)
)ss:
COUNTY OF MIAMI DADE)

The foregoing instrument was sworn to, subscribed and acknowledged before me this 8th day of April, 2011, by Michele Grendene, as the sole member of Casa Tua Aspen Manager, LLC, a Delaware limited liability company, on behalf of the company. He is personally known to me or has produced as identification.



AMARILLYS GINORIS
MY COMMISSION # DD 810141
EXPIRES: August 14, 2012
Bonded Thru Budget Notary Services

Amarillys Ginoris
Print Name: Amarillys Ginoris
Notary Public, State of Florida
Florida at Large
My commission expires: 8/14/12