

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Komex International, Inc.		07/11/2011	CORPORATION: CALIFORNIA

**RECEIVING PARTY DATA**

<b>Name:</b>	Merchant Factors Corp.
<b>Street Address:</b>	1430 Broadway
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10018
<b>Entity Type:</b>	CORPORATION: NEW YORK

**PROPERTY NUMBERS Total: 19**

Property Type	Number	Word Mark
Registration Number:	3475294	AMERICAN FLAVOUR
Registration Number:	3042460	AMERICAN FLAVOUR USA
Registration Number:	2733751	BUBBLEGUM BG USA AMERICAN FLAVOUR
Registration Number:	2774387	BUBBLEGUM BG USA AMERICAN FLAVOUR
Registration Number:	2733795	BUBBLEGUM BG USA AMERICAN FLAVOUR
Registration Number:	2666942	BUBBLEGUM USA
Registration Number:	3543110	FLAVOUR BY BUBBLEGUM
Registration Number:	2893095	IT'S FABULOUS
Registration Number:	3048679	TS
Registration Number:	2828568	TYLERSKYE
Registration Number:	3949790	
Serial Number:	85238445	BB
Serial Number:	85070180	
Serial Number:	85238457	BLUBLACK

**CH \$490.00 3475294**

Serial Number:	85158030	BLUBLACK
Serial Number:	85238464	BLUBLACK
Serial Number:	85294917	BUBBLEGUM BG USA AMERICAN FLAVOUR
Serial Number:	85237830	DIAMOND BY BUBBLEGUM
Serial Number:	85238453	

**CORRESPONDENCE DATA**

Fax Number: (818)827-9099  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 8188279000  
Email: agrabell@ebg-law.com  
Correspondent Name: J. Alison Grabell c/o Ezra Brutzkus  
Address Line 1: 21650 Oxnard Street  
Address Line 2: Suite 500  
Address Line 4: Woodland Hills, CALIFORNIA 91367

ATTORNEY DOCKET NUMBER:	2464.018
NAME OF SUBMITTER:	J. Alison Grabell
Signature:	/J. Alison Grabell/
Date:	07/18/2011

Total Attachments: 2  
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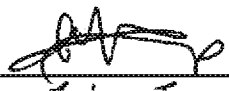
**GRANT OF SECURITY INTEREST IN AND MORTGAGE OF  
UNITED STATES TRADEMARKS**

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, **KOMEX INTERNATIONAL, INC.** ("**Grantor**"), with offices at addresses at 736 E 29th St., Los Angeles, CA 90011, hereby assigns, grants and mortgages to **MERCHANT FACTORS CORP.** ("**Grantee**"), with offices at 1430 Broadway, New York, NY 10018 and 800 South Figueroa St., Suite 730, Los Angeles, CA 90017, a collateral security interest in and a general lien upon, and a conditional assignment of the following (collectively referred to herein as the "**Collateral**"): (a) all of Grantor's right, title and interest in and to, and arising after the date hereof, the United States trademarks, trademark registrations and trademark applications (the "**Trademarks**") set forth on Schedule A attached hereto and as amended, supplemented or modified from time to time; (b) the goodwill of the business symbolized by each of the Trademarks; (c) in each case, together with all proceeds as set forth in the Agreement (as defined below); and (d) all causes of action arising prior to or after the date hereof for infringement of any of the Trademarks, claim of unfair competition and related causes of action regarding the same.


THIS SECURITY AGREEMENT is entered into to secure the full and prompt performance and payment of all the Obligations of the Grantor, as such term is defined in the Intellectual Property Security Agreement between the Grantor and the Grantee, dated as of July 11, 2011 (as amended from time to time, the "**Agreement**"). Upon the occurrence of an Event of Default, as that term is defined in the Agreement, Grantee shall exercise its rights and remedies with respect to the Collateral. This Security Agreement has been entered into in conjunction with the trademark security interest granted to the Grantee under the Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Security Agreement are deemed to conflict with the Agreement, the provisions of the Agreement shall govern.

The undersigned has executed this Security Agreement as of the date hereof.

**KOMEX INTERNATIONAL, INC.**

By:   
Name: John Ian  
Title: CEO  
Date: 7/11/11, 2011

**MERCHANT FACTORS CORP.**

By:   
Name: Adam Winters  
Title: President  
Date: 7/11, 2011

Schedule A

<u>MARK</u>	<u>REG./SER. NO</u>
AMERICAN FLAVOUR & STAR Design	3475294
AMERICAN FLAVOUR USA & Design	3042460
BB Design	85238445
BB Heart Design	85070180
bluBLACK	85238457
BLUBLACK (Stylized)	85158030
bluBlack (Stylized)	85238464
BUBBLEGUM BG USA AMERICAN FLAVOUR & Design	85294917
BUBBLEGUM BG USA AMERICAN FLAVOUR & Design	2733751
BUBBLEGUM BG USA AMERICAN FLAVOUR & Design	2774387
BUBBLEGUM BG USA AMERICAN FLAVOUR & Design	2733795
BUBBLEGUM USA	2666942
DIAMOND BY BUBBLEGUM (Stylized)	85237830
Flag Design	85238453
FLAVOUR BY BUBBLEGUM (Stylized)	3543110
IT'S FABULOUS! & Design	2893095
ts (Stylized)	3048679
TYLERSKYE	2828568
Woman Design	3949790

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