

**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
Sekses Dsitrbution, LLC		07/11/2011	LIMITED LIABILITY COMPANY: 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: 18**

Property Type	Number	Word Mark
Registration Number:	3809255	COMUNE
Registration Number:	3915447	COMUNE
Registration Number:	3682261	COMUNE
Registration Number:	2953730	MICROSERIN
Registration Number:	3855378	COMU E
Registration Number:	3819092	N
Registration Number:	3809258	N
Registration Number:	3943260	
Registration Number:	3732390	S SANDANISTA
Registration Number:	3743089	S
Registration Number:	3740825	SANDANISTA
Registration Number:	3732374	SANDANISTA
Registration Number:	3950175	SANDANISTA
Registration Number:	3685854	SOMETHING BETTER CHANGE

**TRADEMARK**

**900197325**

**REEL: 004585 FRAME: 0402**

**CH \$465.00 3809255**

Registration Number:	3966055	
Serial Number:	85149942	S N
Serial Number:	85138315	SPRING OF NATIONS
Serial Number:	77888139	SAN DANISTA

**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:	2464.020
NAME OF SUBMITTER:	J. Alison Grabell
Signature:	/J. Alison Grabell/
Date:	07/18/2011

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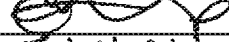
**GRANT OF SECURITY INTEREST IN AND MORTGAGE OF  
UNITED STATES TRADEMARKS**

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, **SEKSES DISTRIBUTION, LLC** ("Grantor"), with offices 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 4, 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.

**SEKSES DISTRIBUTION, LLC**

By:   
Name: JOHN INN  
Title: CEO  
Date: July 11, 2011

**MERCHANT FACTORS CORP.**

By:   
Name: Adam Winkler  
Title: President  
Date: July 14, 2011

**Schedule A**

<b><u>MARK</u></b>	<b><u>REG./SER. NO</u></b>
<b>commune (Stylized)</b>	3809255
<b>COMUNE</b>	3915447
<b>COMUNE (Stylized)</b>	3682261
<b>DROP CITY</b>	3953730
<b>N COMUNE (Stylized)</b>	3855378
<b>N (Stylized)</b>	3819092
<b>N (Stylized)</b>	3809258
<b>S &amp; Design</b>	3943260
<b>S N (Stylized)</b>	85149942
<b>S SAN DANISTA &amp; Design</b>	77888139
<b>S SANDANISTA &amp; Design</b>	3732390
<b>S (Stylized)</b>	3743089
<b>SANDANISTA</b>	3740825
<b>SANDANISTA (Stylized)</b>	3732374
<b>SANDANISTA (Stylized)</b>	3950175
<b>SOMETHING BETTER CHANGE</b>	3685854
<b>SPRING OF NATIONS (Stylized)</b>	85138315
<b>Triangle Design</b>	3966055