

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
The Basketball Marketing Company, Inc.		10/25/2011	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Majestic Arbitrage LLC
Street Address:	1250 Broadway
Internal Address:	Suite 1203
City:	New York
State/Country:	NEW YORK
Postal Code:	10001
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 33

Property Type	Number	Word Mark
Serial Number:	85310003	AND 1
Registration Number:	3974394	AND 1
Serial Number:	77562714	AND 1 BASKETBALL COMPANY
Serial Number:	85149908	L2G
Serial Number:	85066394	AND 1
Registration Number:	3936514	
Registration Number:	3905111	CLUTCH
Registration Number:	3929306	
Serial Number:	77755773	AND1
Registration Number:	3974920	DEDICATED TO ALL THINGS BASKETBALL
Serial Number:	77444615	A1
Serial Number:	77444622	A1
Registration Number:	3028515	AND 1

CH \$840.00 85310003

Registration Number:	3031202	MIX TAPE
Registration Number:	2969524	AND 1
Registration Number:	2947759	I BALL
Registration Number:	2958059	HBC AND1 HIGH SCHOOL BASKETBALL CHAMPIONSHIP
Registration Number:	2922590	AND 1 MIXTAPE
Registration Number:	3052979	MIX TAPE
Registration Number:	2803755	AND1
Registration Number:	2828607	
Registration Number:	2953071	CHOSEN 1
Registration Number:	2558721	
Registration Number:	2597721	
Registration Number:	2645469	AND 1
Registration Number:	2962717	POSTGAME
Registration Number:	2638122	MIX TAPE
Registration Number:	2524407	MIX TAPE
Registration Number:	2357353	AND 1
Registration Number:	2250202	AND 1
Registration Number:	1897589	
Registration Number:	1898164	AND 1
Serial Number:	76337199	FUTURE

CORRESPONDENCE DATA

Fax Number: (347)226-5470

Phone: (212) 888-8200

Email: lmiller@fedkas.com

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Correspondent Name: Larry Miller

Address Line 1: 845 Third Ave., 11th Floor

Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	12670 /001 GK HERSH
NAME OF SUBMITTER:	Larry Miller
Signature:	/larry miller/
Date:	10/26/2011

Total Attachments: 14
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TRADEMARK
REEL: 004648 FRAME: 0782

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Trademark Security Agreement") is made as of this 29th day of October, 2011 by The Basketball Marketing Company, Inc., a ~~corporation~~ with its principal place of business located at 450 W. 33rd Street, (the "Grantor") in favor of Majestic Arbitrage LLC, a Delaware limited liability company, whose address is 1250 Broadway, Suite 1203, New York, New York 10001 (the "Lender"). New York NY 10001

WHEREAS, the Grantor is the owner and holder of the Trademarks listed on Schedule A annexed hereto and made a part hereof, together with all of the goodwill of the business symbolized by each of the Trademarks;

WHEREAS, the Grantor has agreed to guaranty certain debt due and owing from Galaxy International LLC ("Galaxy") to the Lender in accordance with the certain Guaranty Agreement, dated of even date herewith (the "Guaranty") and relative to that certain Secured Promissory Note, dated of even date herewith (the "Note")(any capitalized terms used, but not specifically defined herein, have the meaning provided for such terms in the Note);

WHEREAS, the Grantor will receive certain direct and indirect benefits relative to the loans granted by the Lender to Galaxy;

WHEREAS, to induce the Lender to grant the loans, advances and extensions of credit to Galaxy in accordance with the Note, the Grantor has offered to execute and deliver this Trademark Security Agreement to the Lender, granting and conveying to the Lender a security interest, first in priority, upon the Collateral (as such term is hereinafter defined);

NOW, THEREFORE, in consideration of the foregoing, in consideration of the premises set forth in the Note and in order to induce the Lender to grant the loans, advances and extensions of credit to the Grantor in accordance with the Note, the Grantor hereby agrees with the Lender for its benefit as follows:

1. Certain Defined Terms. As used in this Trademark Security Agreement, unless the context otherwise requires:

(a) "Collateral": means, collectively and individually--

(i) each of the Trademarks listed on Schedule A annexed hereto and made a part hereof and the goodwill of the business symbolized by each of those Trademarks;

(ii) each of the Licenses;

(iii) all accounts, contract rights and general intangibles of the Grantor arising under or relating to the Licenses, whether now existing or hereafter arising, including, without limitation, (1) all moneys due and to become due under any License, (2) any damages arising out of or for breach or default in respect of any such License, (3) all other amounts from time to time paid or payable under or in connection with any such License, and (4) the right of the Grantor to terminate any such License or to perform and to exercise all remedies thereunder;

(iv) any claims by the Grantor against third parties, and all proceeds of suits, for infringement of the Trademarks, and the rights to sue for past, present and future infringements and all rights corresponding thereto in the United States; and

(v) as to all of the foregoing (i) through (iv) inclusive, and any and all cash proceeds, non-cash proceeds and products thereof, additions and accessions thereto, replacements and substitutions therefor, and all related books, records, journals, computer print-outs and data, of the Grantor.

(b) "Licenses": Collectively and individually, any and all Trademark license agreements granted by the Grantor to third parties, whether now existing or hereafter arising, as any of same may from time to time be amended or supplemented, including, but not limited to, the license agreements listed on Schedule B annexed hereto and made a part hereof.

(c) "Obligations": All loans, advances, indebtedness, notes, liabilities, overdrafts, outstanding letters of credit not drawn upon, letters of credit drawn upon and not yet reimbursed, outstanding acceptances, and other amounts, liquidated or unliquidated, of every kind, nature and description, whether arising under this Agreement, the Guaranty, or otherwise, provided by Lender to Galaxy in accordance with the Note.

(d) "Trademarks": Collectively and individually, all

(i) trademarks, trade names, trade dress, service marks, prints and labels on which said trademarks, trade names, trade dress and service marks have appeared or appear, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all right, title and interest therein and thereto, all applications thereof filed under Section 1(a) of the Lanham Act (15 U.S.C.A. 1051(a)), and all registrations and recordings of any of the foregoing, including, without limitation, registrations and recordings in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof, or any other country or any political subdivision thereof, all whether now or hereafter owned or licensable by any Grantor, including, but not limited to, those listed on Schedule A annexed hereto and made a part hereof; and

(ii) trademarks, trade names, trade dress and service marks, whether now or hereafter owned by the Grantor which has not or is not required to be registered or recorded in any jurisdiction; and

(iii) reissues, extensions or renewals thereof and all licenses thereof (including, without limitation, all license agreements).

2. Grant of Security. To secure payment and performance of all of the Obligations of the Grantor to the Lender, the Grantor hereby mortgages to and pledges to the Lender and grants and conveys to the Lender a security interest in all of the Grantor's right, title and interest in and to the Collateral, which security interest is to remain in full force and effect until all of the Obligations to the Lender are fully paid and satisfied.

3. Representations, Warranties and Covenants of the Grantor. The Grantor incorporates by reference its representations, warranties, covenants and agreements relating to the Collateral as more fully set forth in the Note and the following:

(a) No Additional Trademarks. As of the date hereof, the Grantor does not own any Trademarks, or have any Trademarks registered in or the subject of pending applications in the United States Patent and Trademark Office or any similar office or agency in any other country or any political subdivision thereof, other than those grants, registrations or applications for registrations listed on Schedules A annexed hereto and made a part hereof. The Grantor agrees and acknowledges that it shall not grant any Licenses for use of the Trademarks to any member of Galaxy or to any affiliates of members of Galaxy without the prior written consent of the Lender. Notwithstanding the aforementioned sentence, the Lender agrees and acknowledges

that the Grantor is hereby permitted and authorized to enter into license agreements with High Life LLC and ES Originals, Inc.

(b) Responsibility and Liability. The Grantor assumes all responsibility and liability arising from the use of the Trademarks and Licenses, and hereby indemnifies and holds the Lender and each director, officer, employee, affiliate and agent thereof, harmless from and against any claim, suit, loss, damage or expense (including attorneys' fees and expenses) arising out of any alleged defect in any product manufactured, promoted or sold by the Grantor in connection with any of the Trademarks or otherwise arising out of the Grantor's operation of its business from the use of the Trademarks. In any suit, proceeding or action brought by the Lender under any License for any sum owing thereunder, or to enforce any provisions of such License, the Grantor will indemnify and keep the Lender harmless from and against all expense, loss or damage suffered by reason of any defense, set off, recoupment, claim, counterclaim, reduction or liability whatsoever of the obligee thereunder or arising out of a breach of the Grantor of any obligation thereunder or arising out of any other agreement, indebtedness or liability at any time owing to or in favor of such obligee or its successors from the Grantor, and all such obligations of the Grantor will be and remain enforceable against and only against the Grantor and will not be enforceable against the Lender.

(c) Protection of the Trademarks. The Grantor agrees that if it learns of any use by any person of any term or design likely to cause confusion with any Trademark, or of any claim of any lien, security interest, claim, right or other encumbrance of any nature whatsoever in or to the Collateral, the Grantor will promptly notify the Lender of such use, lien, security interest, claim, right or other encumbrance and, if requested by the Lender, will join with the Lender, at the Grantor's expense, in such action as the Lender, in its reasonable discretion, may deem advisable for the protection of the Lender's interest in and to the Trademarks, it being understood that the foregoing does not preclude the Grantor from bringing an action against a person for the protection of the Grantor's interest in and to such Trademarks.

(d) Other Liens. The Grantor shall not create or permit to exist any mortgage, assignment, pledge, hypothecation, security interest, lien or other encumbrance relative to the Collateral.

(e) Solvency. The granting of the security interest in the Collateral to the Lender in accordance with the terms of this Agreement will not render the Grantor insolvent or otherwise unable to pay its expenses as same become due and owing.

(f) Corporate Representations. The Grantor represents that it is a corporation duly organized, validly existing and in good standing under the laws of its state of organization and that it has the power and authority to execute, deliver and perform, any and all necessary action in accordance with this Agreement. The Grantor is the owner of the Trademarks free of any adverse lien, security interest, or encumbrance, other than liens granted to the Lender.

4. Lender's Appointment as Attorney-in-Fact. The Grantor hereby irrevocably constitutes and appoints the Lender, and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full irrevocable power and authority in the place and stead of the Grantor and in the name of the Grantor or in its own name, from time to time in the Lender's discretion, for the purposes of carrying out the terms of this Trademark Security Agreement, to take, at the Grantor's expense, any and all appropriate action and to execute any and all documents and instruments which may be necessary or desirable to accomplish the purposes of this Trademark Security Agreement, including, but not limited to filing this Trademark Security Agreement and/or financing statements (noting such provisions hereof as the Lender shall select in such financing statements) with the United States Patent and

Trademark Office and/or any other applicable local, state, federal and/or foreign government entities, agencies, or filing offices. The Lender agrees and acknowledges that any and all costs and expenses relative to perfecting its security interest in accordance with this Trademark Security Agreement shall be reasonable. In addition, the Lender agrees and acknowledges that it shall only perfect its security interests in those foreign jurisdictions where the Grantor receives at least annual minimum royalties of \$20,000.00 (in U.S. dollars) relative to the Trademarks.

5. Event of Default. The occurrence of any one or more of the following constitutes an Event of Default under this Agreement:

(a) The occurrence of any default or event of default under the Note or the Guaranty;

(b) A breach by the Grantor of any covenant contained in this Trademark Security Agreement;

(c) If any warranty or representation contained in this Trademark Security Agreement, including, without limitation, the warranties and representations contained in Section 3 of this Trademark Security Agreement, is incorrect in any material respect.

6. Remedies. Upon the occurrence of an Event of Default, in addition to all other rights and remedies of the Lender, whether under law, in equity or otherwise (all such rights and remedies being cumulative, not exclusive and enforceable alternatively, successively or concurrently):

(i) the Lender has all of the rights and remedies set forth in the Note or the Guaranty;

(ii) the Lender may appear before the United States Patent and Trademark Office as owner of the Collateral, without recording or filing any documents to evidence the Lender's ownership in the Collateral;

(iii) in addition to the foregoing, in order to implement the assignment, sale or other disposal of any of the Collateral, the Lender may, at any time, pursuant to the authority granted in the Special Power of Attorney (such authority becoming effective on the occurrence of an Event of Default), execute and deliver on behalf of the Grantor, one or more instruments of assignment of the Trademarks (or any application or registration thereof), in form suitable for filing, recording or registration in any country. The Grantor agrees to pay when due all reasonable costs and expenses incurred in any such transfer of the Trademarks, including any taxes, fees and reasonable attorneys' fees, and all such costs shall be added to the Obligations to the Lender. The Lender may apply the proceeds actually received from any such license, assignment, sale or other disposition to the payment of the Obligations to the Lender as provided for in the Note. The Grantor remains liable for any deficiency with respect to the Obligations to the Lender, which bear interest and are payable at the Default Rate of interest under the Note. The rights of the Grantor to receive any surplus are subject to any duty of the Lender imposed by law to the holder of any subordinate security interest in the Collateral known to the Lender. Nothing contained herein is to be construed as requiring the Lender to take any such action at any time.

(iv) The Lender may assign, sell or otherwise dispose of the Collateral or any part thereof, in accordance with applicable law either with or without special conditions or stipulations except that if notice to the Grantor of intended disposition of Collateral is required by law, the giving of ten (10) days prior written notice to the Grantor of any proposed disposition shall be deemed reasonable notice thereof and the Grantor waives any other notice with respect

thereto. The Lender shall have the power to buy the Collateral or any part thereof, and the Lender shall also have the power to execute assurances and perform all other acts which the Lender may, in its discretion, deem appropriate or proper to complete such assignment, sale, or disposition.

(v) The Lender, following thirty (30) days after any uncured Event of Default, may grant such license or licenses relating to the Collateral for such term or terms, on such conditions, and in such manner, as the Lender shall in its discretion deem appropriate. Such license or licenses may be general, special or otherwise, and may be granted on an exclusive or non-exclusive basis throughout all or any part of the United States of America, its territories and possessions, and all foreign countries.

(vi) The Lender may first apply the proceeds actually received from any such license, assignment, sale or other disposition of any of the Collateral to the costs and expenses thereof, including, without limitation, reasonable attorneys' fees and all legal, travel and other expenses which may be incurred by the Lender. Thereafter, the Lender may apply any remaining proceeds to such of the Obligations as the Lender may in its reasonable discretion determine. The Grantor shall remain liable to the Lender for any of the Obligations remaining unpaid after the application of such proceeds, and the Grantor shall pay, on demand any such unpaid amount, together with the interest at the Lender the rate then applicable to the obligations set forth in the Note.

(vii) The Grantor shall supply to the Lender, Grantor's knowledge and expertise relating to the manufacture and sale of the products and services bearing the Trademarks and Grantor's customer lists and other records relating to the Trademarks and the distribution thereof. Grantor also agrees to provide any and all additional reasonable assistance and cooperation to the Lender so as to permit the Lender to exercise its rights and remedies as detailed herein.

(viii) Nothing contained herein shall be construed as requiring the Lender to take any such action at any time. All of the Lender's rights and remedies, whether provided under this Agreement, applicable law, or otherwise, shall be cumulative and none is exclusive. Such rights and remedies may be enforced alternatively, successively, or concurrently.

(ix) The Lender may terminate any Licenses entered into by the Grantor without the Lender's consent.

7. Execution of Special Power of Attorney. Concurrently with the execution and delivery of this Trademark Security Agreement, the Grantor is executing and delivering to the Lender a certain Special Power of Attorney for the implementation of the sale, assignment, licensing or other disposition of the Collateral pursuant to this Trademark Security Agreement.

8. Amendments and Modification. No provision hereof may be modified, altered, waived or limited except by a written instrument expressly referring to this Trademark Security Agreement and executed by the party to be charged.

9. Binding Nature. This Trademark Security Agreement is binding upon and inures to the benefit of the successors, assigns or other legal representatives of the Grantor, and is, together with the rights and remedies of the Lender hereunder, binding upon and inures to the benefit of the Lender, its successors, assigns or other legal representatives.

10. GOVERNING LAW. THIS TRADEMARK SECURITY AGREEMENT IS TO BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE

STATE OF NEW YORK WITHOUT GIVING EFFECT TO THE CONFLICT OF LAW PRINCIPLES THEREOF.

11. Notices. All notices, requests, demands and other communications provided for hereunder are to be in writing (unless otherwise expressly provided herein) and sent and deemed to have been received as set forth in the Note.
12. Counterparts. This Trademark Security Agreement may be executed in counterparts, each of which, when taken together, are to be deemed one and the same instrument.
13. Headings. Section headings herein are included for convenience of reference only and do not constitute a part of this Trademark Security Agreement for any other purpose.
14. Acknowledgment of Receipt. The Grantor acknowledges receipt of a copy of this Trademark Security Agreement.
15. No Waiver. No course of dealing between the Grantor and the Lender, and no delay or omission of the Lender in exercising or enforcing any of the Lender's rights and remedies hereunder constitutes a waiver thereof; and no waiver by the Lender of any Event of Default operates as a waiver of any other Event of Default.
16. Severability. If any of the provisions of this Trademark Security Agreement contravene or are held invalid under the laws of any jurisdiction, this Trademark Security Agreement is to be construed as if not containing such provisions and the rights, remedies, warranties, representations, covenants, and provisions hereof are to be construed and enforced accordingly in such jurisdiction and do not in any manner affect such provision in any other jurisdiction, or any other provisions of this Trademark Security Agreement in any jurisdiction. In the event of any inconsistency between the provisions of this Trademark Security Agreement and the Note, the terms of the Note prevail.
17. Interest Granted to Lender. Notwithstanding any provision of this Trademark Security Agreement to the contrary, the interest granted to the Lender under this Trademark Security Agreement is intended to be a pledge and a security interest only, and the execution of this Trademark Security Agreement is not intended to create an assignment or a transfer of title or any other property rights to the Trademarks.
18. **WAIVER OF JURY TRIAL. THE GRANTOR WAIVES TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT ON ANY MATTER WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS TRADEMARK SECURITY AGREEMENT.**

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be duly executed as of the day and year first above written.

ATTEST/WITNESS:

Print Name:
Title:

By: _____
Print Name:
Title:

As to the representations in Section 3(f) only:

Eli Harari


Edward Esses

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be duly executed as of the day and year first above written.

ATTEST/WITNESS:




Morris Shlain
Print Name:
Title: fo

By: 
Print Name: Edward Esses
Title: CEO

As to the representations in Section 3(f) only:

Eli Harari


Edward Esses


IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be duly executed as of the day and year first above written.

ATTEST/WITNESS:

Print Name:
Title:

By: _____
Print Name:
Title:

As to the representations in Section 3(f) only:



Eli Harari

Edward Esses

Schedule A
to
Trademark and Tradename Security Agreement and Mortgage
TRADEMARKS

Trademarks

Redacted

Redacted

United States	AND 1	85/310003	5/2/11	Pending
United States	AND 1	3974394	6/7/11	Registered
United States	AND 1 BASKETBALL COMPANY and design	77/562714	9/4/08	Pending
United States	L2G	85/149908	Filed 10/11/10	Pending
United States	AND 1	85/066394	Filed 6/18/10	Pending
United States	Miscellaneous Design (LO QI DOWNTIME Logo)	3936514	3/29/11	Registered
United States	CLUTCH	3905111	1/11/11	Registered
United States	Miscellaneous Design (basketball player)	3929306	3/8/11	Registered
United States	AND 1	77/755773	Filed 6/9/09	Pending
United States	DEDICATED TO ALL THINGS BASKETBALL	3974920	6/7/11	Registered
United States	A1 and design	77/444615	Filed 4/10/08	Pending
United States	A1 and design	77/444622	Filed 4/10/08	Pending
United States	AND 1	3028515	12/13/05	Registered
United States	MIX TAPE	3031202	12/20/05	Registered
United States	AND 1	2969524	7/19/05	Registered
United States	I BALL	2947759	5/10/05	Registered
United States	D	2584520	6/25/02	Expired
United States	GET YOURS	2799393	12/23/03	Cancelled
United States	MAIN EVENT	2744186	7/29/03	Cancelled
United States	SKIP TO MY LOU	2585365	6/25/02	Cancelled
United States	HBC and design	2958059	5/31/05	Registered (Client has listed as inactive in their database, mark is in grace period for filing 8&15 - grace period ends 11/17/11)
United States	AND 1 MIXTAPE and design	2922590	2/1/05	Registered
United States	MIX TAPE	3052979	1/31/06	Registered
United States	AND 1 and design	2803755	1/6/04	Registered
United States	Basketball Player Design	2828607	3/30/04	Registered
United States	CHOSEN 1	2953071	5/17/05	Registered (Mark is listed as inactive on client docket, it is in grace)

				period for filing 8&15 – Grace period ends 11/17/11
United States	Basketball Player Design	2558721	4/9/02	Registered
United States	Basketball Player Design	2597721	7/23/02	Registered
United States	AND 1 and design	2645489	11/5/02	Registered
United States	POSTGAME	2962717	6/21/05	Registered
United States	MIX TAPE	2638122	10/22/02	Registered
United States	MIX TAPE	2524407	1/1/02	Registered
United States	AND 1 and basketball player design	2357353	6/13/00	Registered
United States	AND 1 and basketball player design	2250202	6/1/99	Registered
United States	Basketball Player Design	1897589	6/6/95	Registered
United States	AND 1	1898164	6/6/95	Registered
United States	FUTURE	76/337,199	11/13/01	Suspended Registered

Redacted

Schedule B
to
Trademark and Tradename Security Agreement and Mortgage

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SPECIAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that as of this _____ day of _____, 2011, The Basketball Marketing Company, Inc., a Delaware corporation with its principal place of business located at 450 W 33rd St, NY NY 10001 (the "Grantor"), pursuant to a certain Trademark Security Agreement of even date herewith (the "Trademark Security Agreement") by the Grantor in favor of Majestic Arbitrage LLC, a Delaware limited liability company, whose address is 1250 Broadway, Suite 1203, New York, New York 10001 (the "Lender"), hereby appoints and constitutes the Lender as its true and lawful attorney, with full power of substitution, and with full power and authority to perform the following acts on behalf of the Grantor, in accordance with the terms and provisions of the Trademark Security Agreement:

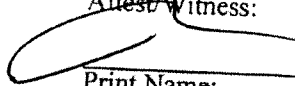
1. Assigning, selling or otherwise disposing of all right, title and interest of the Grantor in and to the Trademarks, as such term is defined in the Trademark Security Agreement, including, without limitation, those Trademarks listed on Schedule A annexed to the Trademark Security Agreement, any Trademarks that the Grantor may now or hereafter acquire, and any Trademarks which may be added to Schedule A annexed to the Trademark Security Agreement subsequent to the date of this Special Power of Attorney, all applications filed under Section 1(a) of the Lanham Act (15 U.S.C.A. 1051(a)), and all registrations and recordings of any of the foregoing, and for the purpose of the recording, registering and filing of, or accomplishing any other formality with respect to the foregoing, and to execute and deliver any and all other agreements, documents, instruments or assignment or other papers necessary or advisable to effect such purpose, in each case, in accordance with the terms and provisions of the Trademark Security Agreement; and


2. To execute any and all documents, statements, certificates or other papers necessary or advisable in order to obtain the purposes described above as the Lender may in its sole discretion determine.

This Special Power of Attorney is made pursuant to the Trademark Security Agreement and may not be revoked until the Obligations, as such term is defined in the Trademark Security Agreement, to the Lender is fully paid and satisfied.

IN WITNESS WHEREOF, the Grantor has caused this Special Power of Attorney to be duly executed as of the day and year first above written.

Attest/Witness:


Print Name:
Title: MICHAEL GORMAN

By: 
Print Name: Cathie Essey
Title: CEO