

Form PTO-1594 (Rev. 12-11)
OMB Collection 0651-0027 (exp. 04/30/2015)

06/06/2012
700487223

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Fourth Toro Family Limited Partnership

- Individual(s)
- Partnership
- Corporation- State: _____
- Other _____
- Association
- Limited Partnership

Citizenship (see guidelines) New York

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) 11/30/2011

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: American Service Group, Inc.

Street Address: 245 Park Avenue - 39th Floor

City: New York

State: New York

Country: _____ Zip: 10167

- Individual(s) Citizenship _____
- Association Citizenship _____
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship New York
- Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) _____ Text

B. Trademark Registration No.(s)

75166204

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Harry Abrams

Internal Address: _____

Street Address: 245 Park Avenue - 39th Floor

City: New York

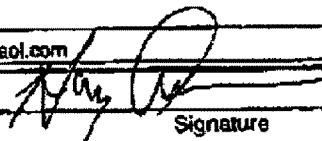
State: New York Zip: 10167

Phone Number: 212 286 1100

Docket Number: _____

Email Address: amfag@aol.com

B. Signature:



Harry Abrams

Name of Person Signing

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 2.6(b)(6) & 3.41)

\$40.00

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

06/08/2012

Date

Total number of pages including cover sheet, attachments, and document

6

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22315-1450

OP \$40.00 75166204

SECURITY AGREEMENT

\$12,000

November 30, 2011

THE FOURTH TORO FAMILY LIMITED PARTNERSHIP, its general partner NEW YORK WEST SIDE BAGELS, INC., and the general partner's president HELMER TORO (collectively referred to herein as (the "Debtor"), located at 639 West 46th Street, New York, NY 10036, and AMERICAN SERVICES GROUP, INC., located at 245 Park Avenue - 39th Floor, New York, NY 10167 (the "Secured Party"), agree as follows:

1. **Creation of security interest.** The Debtor hereby grants to the Secured Party a security interest in the Collateral described in the annexed "Intellectual Property Transfer Agreement" of even date to secure payment of the Debtor's obligation to the Secured Party under a "Promissory Note" of even date also annexed hereto.
2. **Collateral.** The property which is subject to the security interest created by this agreement consists of all Debtor's present and future real and personal property, including:

All right, title and interest in the name and logo of "H&H Bagels"

plus all assets, including furniture, fixtures and equipment now or hereafter placed in the premises of, and/or used in the businesses of the Debtor named above wherever located, not heretofore encumbered, in the possession of or under the control of Debtor, together with any proceeds of such property.

3. **Insurance.** The Debtor shall keep all goods, real property and/or personal purchased under this agreement fully and properly insured, at its own expense. The Secured Party's shall be named as a co-insured and loss payee in all policies of insurance, copies of which shall be made available to the Secured Parties on request.
4. **Risk of Loss.** The loss or destruction of, or damage to, any of the goods, real property and/or personal property purchased pursuant to the aforementioned Promissory Note of even date and/or this Security Agreement shall not cancel or reduce the indebtedness owed to the Secured Party and the Debtor shall remain liable to the Secured Party for any part of the purchase price remaining unpaid.

AMERICAN SERVICES GROUP, INC.
Secured Party

Helmer Toro
THE FOURTH TORO FAMILY L.P.;
NEW YORK WEST SIDE BAGELS, INC.;
and HELMER TORO *President of General Partner*
Debtor

PROMISSORY INSTALLMENT NOTE
Secured by a Security Agreement

Principal amount: \$12,000.00

Date: November 30, 2011

FOR VALUE RECEIVED, the undersigned hereby promises to pay to the order of American Services Group, Inc., the sum of twelve thousand Dollars (\$12,000.00) without interest. Said sum shall be paid in twelve (12) consecutive monthly payments of \$1,000.00 each commencing December 30, 2011, via cash or electronic transfer as follows:

Chase Bank
For Account of: American Services Group, Inc..
Account # 827423872
Routing # 021000021

This note shall at the option of any holder thereof be immediately due and payable upon the occurrence of any of the following: 1) Failure to make any payment due within ninety (90) days of its due date. 2) Breach of any condition of any security interest, mortgage, loan agreement, pledge agreement or guarantee granted as collateral security for this note. 3) Breach of any condition of any loan agreement, security agreement or mortgage, if any, having a priority over any loan agreement, security agreement or mortgage on collateral granted, in whole or in part, as collateral security for this note. 4) Upon the death, incapacity, dissolution or liquidation of the undersigned, or any endorser or guarantor hereto. 5) Upon the filing by the undersigned of an assignment for the benefit of creditors, bankruptcy or other form of insolvency, or by suffering an involuntary petition in bankruptcy or receivership not vacated within thirty (30) days.

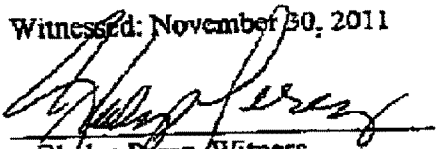
In the event this note shall be in default and placed for collection, then the undersigned agrees to pay all reasonable attorney fees and costs of collection. Payments not made within five (5) days of due date shall be subject to a late charge of two (2%) percent per day of said payment. All payments hereunder shall be made to such address as may from time to time be designated by any holder.

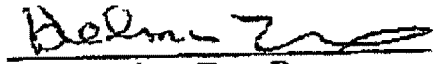
The undersigned and all other parties to this note, whether as endorsers or guarantors, agree to remain fully bound until this note shall be fully paid and waive demand, presentment and protest and all notices hereto and further agree to remain bound, notwithstanding any extension, modification, waiver, or other indulgence or discharge or release of any obligor hereunder or exchange, substitution, or release of any collateral granted as security for this note. No modification or indulgence by any holder hereof shall be binding unless in writing; and any indulgence on any one occasion shall not be an indulgence for any other

or future occasion. Any modification or change in terms, hereunder granted by any holder hereof, shall be valid and binding upon the undersigned, notwithstanding the acknowledgement of the undersigned. The rights of any holder hereof shall be cumulative and not necessarily successive. This note shall take effect as a sealed instrument and shall be construed, governed and enforced in accordance with the laws of the State of New York.

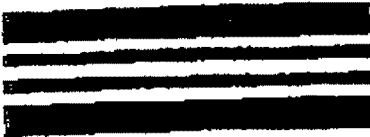
Upon payment in full this document becomes null and void.

Witnessed: November 30, 2011


Gladys Pérez, Witness


Helmer Toro, Borrower





412724

2012 Apr 16 PM12:51

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (Read and check CAREFULLY)

A. NAME & PHONE OF CONTACT AT FILER (optional)
Harry Altman (212) 228-4168

B. SEND ACKNOWLEDGMENT TO: (name and Address)

American Services Group, Inc.
245 Park Avenue - 33rd Floor
New York, NY 10017, USA

THE ABOVE SPACE IS FOR FILER'S OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (Do not use - do not abbreviate or describe names)

1a. ORGANIZATION'S NAME: Fossil Two Family Limited Partnership

OR 1b. INDIVIDUAL'S LAST NAME: FIRST NAME: MIDDLE NAME: SUFFIX:

1c. MAILING ADDRESS: 620 West 44th Street CITY: New York STATE: NY POSTAL CODE: 10036 COUNTRY: USA

1d. SECURED PARTIES: ADDL INFO RE ORGANIZATION: 1e. TYPE OF ORGANIZATION: 1f. JURISDICTION OF ORGANIZATION: 1g. ORGANIZATIONAL ID # (if any): NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (Do not use - do not abbreviate or describe names)

2a. ORGANIZATION'S NAME:

OR 2b. INDIVIDUAL'S LAST NAME: FIRST NAME: MIDDLE NAME: SUFFIX:

2c. MAILING ADDRESS: CITY: STATE: POSTAL CODE: COUNTRY:

2d. SECURED PARTIES: ADDL INFO RE ORGANIZATION: 2e. TYPE OF ORGANIZATION: 2f. JURISDICTION OF ORGANIZATION: 2g. ORGANIZATIONAL ID # (if any): NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR SPT) - insert only one secured party name (Do not use)

3a. ORGANIZATION'S NAME: American Services Group, Inc.

OR 3b. INDIVIDUAL'S LAST NAME: FIRST NAME: MIDDLE NAME: SUFFIX:

3c. MAILING ADDRESS: 245 Park Avenue - 33rd Floor CITY: New York STATE: NY POSTAL CODE: 10017 COUNTRY: USA

4. THIS FINANCING STATEMENT covers the following collateral: Secured by signed Security Agreements with Provisionary Insolvency Rules, both dated November 16, 2011.

3. ALTERNATIVE DESIGNATION OF ASSIGNMENT: LESSOR/LESSOR CONSIGNEE/CONSIGNEE BULK/BUYER OF SELLER/BUYER ASSET OTHER (SEE INSTRUCTIONS)

4. OPTIONAL FILER REFERENCE DATA

FILING OFFICE COPY - NATIONAL UCC FINANCING STATEMENT (FORM UCC-1) (REV. 05/2002) Filing Number-201204168131724