

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
PHAT FARM HOLDING COMPANY, LLC		07/16/2012	LIMITED LIABILITY COMPANY: NEW YORK

RECEIVING PARTY DATA

Name:	NORTH JERSEY COMMUNITY BANK
Street Address:	301 Sylvan Avenue
City:	Englewood Cliffs
State/Country:	NEW JERSEY
Postal Code:	07632
Entity Type:	CORPORATION: NEW JERSEY

PROPERTY NUMBERS Total: 36

Property Type	Number	Word Mark
Registration Number:	2272180	
Registration Number:	3759363	P
Registration Number:	3690698	P
Registration Number:	3451492	P
Registration Number:	3438436	P
Registration Number:	2528508	P
Registration Number:	2802598	P
Registration Number:	3823257	P
Registration Number:	3759362	P
Registration Number:	3812223	P
Registration Number:	3085753	P
Registration Number:	2600979	P
Registration Number:	3021315	P
Registration Number:	3640322	PHAT CLASSICS

TRADEMARK

Registration Number:	3861131	PHAT FARM
Registration Number:	3256767	PHAT FARM
Registration Number:	3181284	PHAT FARM
Registration Number:	1809325	PHAT FARM
Registration Number:	2415455	PHAT FARM
Registration Number:	2867117	PHAT FARM
Registration Number:	3013536	PHAT FARM
Registration Number:	2552152	PHAT FARM
Registration Number:	3184177	PHAT FARM P
Registration Number:	4006503	PHAT PREMIUM
Serial Number:	77479992	PHAT PREMIUM
Serial Number:	77479984	PHAT PREMIUM
Registration Number:	3716230	
Registration Number:	3693597	
Registration Number:	1819997	PHAT THREADS
Registration Number:	2610656	P
Registration Number:	3018211	P
Registration Number:	3018212	P
Registration Number:	3730098	PHAT FARM
Registration Number:	3220371	PHAT FARM
Registration Number:	3116645	PHAT P FARM
Registration Number:	2551715	P PHAT FARM

CORRESPONDENCE DATA

Fax Number: 2129830772
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 212-986-1200
Email: wcox@gordonherlands.com
Correspondent Name: William H. Cox
Address Line 1: 355 Lexington Avenue
Address Line 2: 10th Floor
Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER:	4875.10
NAME OF SUBMITTER:	William H. Cox
Signature:	/William H. Cox/

07/16/2012

Total Attachments: 33

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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement ("Agreement") is made this 16th day of July, 2012, by **PHAT FARM HOLDING COMPANY, LLC**, a New York limited liability company with offices at 1400 Broadway, Suite 1405, New York, New York 10018 and delivered to **NORTH JERSEY COMMUNITY BANK**, its successors and/or assigns, with offices at 301 Sylvan Avenue, Englewood Cliffs, New Jersey 07632 ("Lender").

BACKGROUND

A. This Agreement is being executed contemporaneously with that certain Promissory Note and Security Agreement of even date herewith between Borrower and Lender (as it may be supplemented, restated, superseded, amended or replaced from time to time, the "Loan Documents"), under which Borrower is granting Lender a lien on and security interest in certain assets of Borrower associated with or relating to services or products sold under Borrower's trademarks and the goodwill associated therewith, and under which Lender is entitled to foreclose or otherwise deal with such assets under the terms and conditions set forth therein. Capitalized terms not defined herein shall have the meanings given to such terms in the Loan Documents.

B. Borrower has acquired and Borrower or its predecessor has adopted, used and is using (or has filed applications for the registration of) the trademarks, service marks and trade names listed on Schedule "A" attached hereto and made part hereof (all such marks or names hereinafter collectively referred to as the "Trademarks").

C. Pursuant to the Loan Documents, Lender is acquiring a lien on, security interest in and a license to use the Trademarks and the registration thereof, together with all the goodwill of Borrower associated therewith and represented thereby, as security for all of Borrower's

Obligations (as defined in the Loan Documents), and Lender desires to have its security interest in such Trademarks confirmed by a document identifying same and in such form that it may be recorded in the United States Patent and Trademark Office.

NOW THEREFORE, with the foregoing background hereinafter deemed incorporated by reference and made a part hereof, and in consideration of the premises and mutual promises herein contained, the parties hereto, intending to be legally bound hereby, covenant and agree as follows:

1. In consideration of and pursuant to the terms of the Loan Documents, and for other good, valuable and sufficient consideration, the receipt of which is hereby acknowledged, and to secure Borrower's Obligations, Borrower grants to Lender a lien on and security interest in all of Borrower's present and future right, title and interest in and to the Trademarks, together with all the goodwill of Borrower associated with and represented by the Trademarks, and the registration thereof and the right (but not the obligation) to sue for past, present and future infringements, and the proceeds thereof, including, without limitation, license royalties and proceeds of infringement suits.

2. Borrower hereby covenants and agrees to maintain the Trademarks in full force and effect (except for certain non-U.S. trademark registrations) until all of Borrower's Obligations are indefeasibly paid and satisfied in full.

3. Borrower represents, warrants and covenants to Lender that:

(a) The Trademarks are subsisting and have not been adjudged invalid or unenforceable;

(b) All of the Trademarks (other than application for the registration thereof which have been filed) are registered, valid and enforceable;

(c) Borrower is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Trademarks, and each of the Trademarks is free and clear of any liens, charges and encumbrances including, without limitation, pledges, assignments, licenses (other than to Borrower and Lender hereunder and other than described in Schedule 4(h) to the Security Agreement) and covenants by Borrower not to sue third persons (except for certain coexistence agreements that have been provided by Borrower to the Lender);

(d) Borrower has the unqualified right, power and authority to enter into this Agreement and perform its terms;

(e) Borrower has complied with, and will continue for the duration of this Agreement to comply with the requirements set forth in 15 U.S.C. §1051-1127 and any other applicable statutes, rules and regulations in connection with its use of the Trademarks except where failure to comply would not have a material adverse effect on Borrower, its financial condition and/or its Property;

(f) Borrower has no notice of any suits or actions commenced or threatened against it, or notice of claims asserted or threatened against it, with reference to the Trademarks; and

(g) Borrower has used and will continue to use for the duration of this Agreement, consistent standards of quality in services or products leased or sold under the Trademarks and hereby grants to Lender and its employees and agents the right (with no obligation of any kind upon Lender to do so) to visit Borrower's affiliates, franchises or management locations and to inspect the use of the Trademarks and quality control records relating thereto at reasonable times during regular business hours to ensure Borrower's compliance with this paragraph 3(g).

4. Borrower further covenants that:

(a) Until all the Borrower's Obligations are indefeasibly paid and satisfied in full, Borrower will not enter into any agreement, including, without limitation, license agreements or options (other than license agreements in the ordinary course of Borrower's business similar to those described in Schedule 4(h) to the Security Agreement), which are inconsistent with Borrower's obligations under this Agreement, Borrower's obligations under the Loan Documents or which restrict or impair Lender's rights hereunder.

(b) If Borrower acquires rights to any new Trademarks, the provisions of this Agreement shall automatically apply thereto and such trademarks shall be deemed part of the Trademarks. Borrower shall give Lender prompt written notice thereof along with an amended Schedule "A."

5. So long as this Agreement is in effect and so long as Borrower has not received notice from Lender that an Event of Default has occurred under the Loan Documents and that Lender has not elected to exercise its rights hereunder: (i) Borrower shall continue to have the exclusive right to use the Trademarks; and (ii) Lender shall have no right to use the Trademarks or issue any exclusive or non-exclusive license with respect thereto, or assign, pledge or otherwise transfer title in the Trademarks to anyone else.

6. Borrower agrees not to sell, grant any option, assign or further encumber its rights and interest in the Trademarks to any entity or person other than Lender without the prior written consent of Lender.

7. Anything herein contained to the contrary notwithstanding, if and while an Event of Default exists under the Loan Documents, Borrower hereby covenants and agrees that Lender, as the holder of a security interest under the Uniform Commercial Code, as now or hereafter in

effect from time to time, in the State of New Jersey, may take such action permitted hereunder, in its exclusive discretion, to foreclose upon the Trademarks covered hereby. For such purposes, while an Event of Default exists, Borrower hereby authorizes and empowers Lender to make, constitute and appoint any officer or agent of Lender as Lender may select, in its exclusive discretion, as Borrower's true and lawful attorney-in-fact, with the power to endorse Borrower's name on all applications, documents, papers and instruments necessary for Lender to use the Trademarks or to grant or issue any exclusive or non-exclusive license under the Trademarks to anyone else, or necessary for Lender to assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone else including, without limitation, the power to execute a Trademark Assignment in the form attached hereto as Exhibit 1. Borrower hereby ratifies all that such attorney or agent shall lawfully do or cause to be done by virtue hereof, except for the gross negligence or willful misconduct of such attorney or agent. This power of attorney shall be irrevocable for the life of this Agreement, the Loan Documents, and until all Borrower's Obligations are indefeasibly paid and satisfied in full.

8. This Agreement shall be subject to the terms, provisions, and conditions set forth in the Loan Documents and may not be modified without the written consent of the party against whom enforcement is being sought.

9. All rights and remedies herein granted to Lender shall be in addition to any rights and remedies granted to Lender under the Loan Documents. In the event of an inconsistency between this Agreement and Loan Documents, the language of this Agreement shall control.

10. Upon Borrower's performance of all of the obligations under the Loan Documents and after all Borrower's Obligations are indefeasibly paid and satisfied in full,

Lender shall, at Borrower's expense, execute and deliver to Borrower all documents reasonably necessary to terminate Lender's security interest in the Trademarks.

11. Any and all reasonable fees, costs and expenses, of whatever kind or nature, including the reasonable attorneys' fees and legal expenses incurred by Lender in connection with the preparation of this Agreement and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, reasonable counsel fees, maintenance fees, encumbrances or costs otherwise incurred in protecting, maintaining, preserving the Trademarks, or in defending or prosecuting any actions or proceedings arising out of or related to the Trademarks, in each case in accordance with the terms of this Agreement, shall be borne and paid by Borrower on demand by Lender and until so paid shall be added to the principal amount of Borrower's Obligations to Lender and shall bear interest at the otherwise applicable rate prescribed in the Loan Documents.

12. Subject to the terms of the Loan Documents, Borrower shall have the duty to prosecute diligently any application and/or registration with respect to the Trademarks pending as of the date of this Agreement or thereafter, until Borrower's Obligations are indefeasibly paid and satisfied in full, to preserve and maintain all rights in the Trademarks, and upon reasonable request of Lender, Borrower shall make federal application on registerable but unregistered Trademarks belonging to Borrower and licensed to Borrower. Any reasonable expenses incurred in connection with such applications shall be borne exclusively by Borrower. Borrower shall not abandon any Trademarks without the prior written consent of Lender.

13. Borrower shall have the right to bring suit in its own name to enforce the Trademarks, in which event Lender may, if Borrower reasonably deems it necessary, be joined

as a nominal party to such suit if Lender shall have been satisfied, in its sole discretion, that it is not thereby incurring any risk of liability because of such joinder. Borrower shall promptly, upon demand, reimburse and indemnify Lender for all damages, costs and expenses, including reasonable attorneys' fees and costs, incurred by Lender in the fulfillment of the provisions of this paragraph.

14. Upon the occurrence of an Event of Default under the Loan Documents, Lender may, without any obligation to do so, complete any obligation of Borrower hereunder, in Borrower's name or in Lender's name, but at the expense of Borrower.

15. No course of dealing between Borrower and Lender, nor any failure to exercise, nor any delay in exercising, on the part of Lender, any right, power or privilege hereunder, shall operate as a waiver thereof, and all of Lender's rights and remedies with respect to the Trademarks, whether established hereby or by the Loan Documents, or by any other future agreements between Borrower and Lender or by law, shall be cumulative and may be exercised singularly or concurrently.

16. This Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.

17. THIS AGREEMENT, AND ALL MATERS ARISING OUT OF OR RELATING TO THIS AGREEMENT, AND ALL RELATED AGREEMENTS AND DOCUMENTS, SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE SUBSTANTIVE LAWS OF THE STATE OF NEW JERSEY. THE PROVISIONS OF THIS AGREEMENT AND ALL OTHER AGREEMENTS AND DOCUMENTS REFERRED TO HEREIN ARE TO BE DEEMED SEVERABLE, AND THE INVALIDITY OR UNENFORCEABILITY OF ANY PROVISION SHALL NOT

AFFECT OR IMPAIR THE REMAINING PROVISIONS WHICH SHALL CONTINUE IN FULL FORCE AND EFFECT.

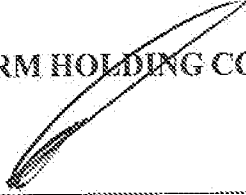
18. Borrower hereby irrevocably consents to the non-exclusive jurisdiction of the Courts of the State of New Jersey or the United States District Court for the District of New Jersey in any and all actions and proceedings whether arising hereunder or under any other agreement or undertaking. Borrower waives any objection which Borrower may have based upon lack of personal jurisdiction, improper venue or forum non conveniens. Borrower irrevocably agrees to service of process by certified mail, return receipt requested to the address of the appropriate party set forth on the signature page hereto.

19. BORROWER (AND LENDER BY ITS ACCEPTANCE HEREOF) HEREBY WAIVES ANY AND ALL RIGHTS IT MAY HAVE TO A JURY TRIAL IN CONNECTION WITH ANY LITIGATION, PROCEEDING OR COUNTERCLAIM ARISING WITH RESPECT TO RIGHTS AND OBLIGATIONS OF THE PARTIES HERETO OR UNDER THE LOAN DOCUMENTS OR WITH RESPECT TO ANY CLAIMS ARISING OUT OF ANY DISCUSSIONS, NEGOTIATIONS OR COMMUNICATIONS INVOLVING OR RELATED TO ANY PROPOSED RENEWAL, EXTENSION, AMENDMENT, MODIFICATION, RESTRUCTURE, FORBEARANCE, WORKOUT, OR ENFORCEMENT OF THE TRANSACTIONS CONTEMPLATED HEREUNDER OR UNDER THE LOAN DOCUMENTS.

[SIGNATURES TO FOLLOW ON SEPARATE PAGE]

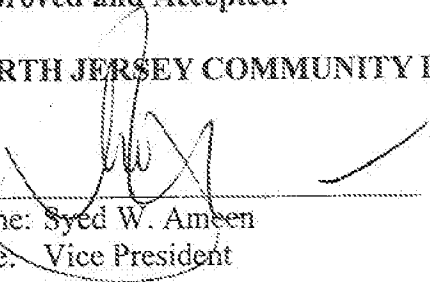
IN WITNESS WHEREOF, the parties hereto have executed this Trademark Security Agreement, under seal, the day and year first above written.

Borrower:
PHAT FARM HOLDING COMPANY, LLC

By: 
Name: Anthony LoConte
Title: Managing Member

Address: c/o UFVS Management
270 Bowman Avenue
Purchase, New York 10577

Approved and Accepted:
NORTH JERSEY COMMUNITY BANK

By: 
Name: Syed W. Ameen
Title: Vice President

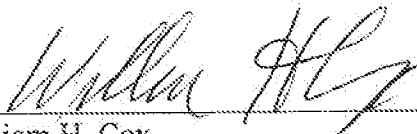
ACKNOWLEDGMENT

STATE OF NEW JERSEY

:SS

COUNTY OF BERGEN

On this 16th day of July, 2012, before me personally appeared ANTHONY LOCONTE, to me known and being duly sworn, deposes and says that he/she is the Managing Member of Phat Farm Holding Company, LLC, the company described in the foregoing Agreement; that he/she signed the Agreement as such officer pursuant to the authority vested in him/her by law and the governance documents of the company; that the within Agreement is the voluntary act of such company; and he/she desires the same to be recorded as such.



William H. Cox
An Attorney at Law of New Jersey





Schedule A to Trademark Security Agreement






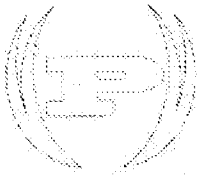
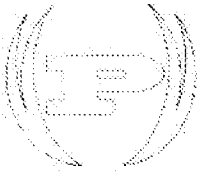

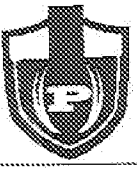
Schedule of Intellectual Property Collateral

LICENSES




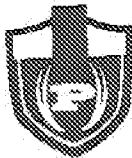

1. Trademark License Agreement between Phat Fashions, LLC and RKLR Licensing, LLC dated October 1, 2011 and as amended July 1, 2012.
2. Trademark License Agreement between Phat Fashions, LLC and Aquarius Ltd. dated November 2001 and as amended on November 1, 2005, September 4, 2007, December 31, 2008, March 31, 2009, July 1, 2010, May 3, 2011 and July 1, 2012.
3. Trademark License Agreement between Phat Fashions, LLC and Tworogr Associates, Ltd. d/b/a Modo Eyewear dated April 17, 2012.
4. Trademark License Agreement between Phat Fashions, LLC and Vichen Corporation dated June 6, 2006 and as amended on November 1, 2008, January 1, 2010, January 1, 2011, January 1, 2012 and July 1, 2012.

TRADEMARKS


<u>Trademark</u>	<u>Status in Trademark Office</u>	<u>Federal Registration Number</u>	<u>Registration Date</u>
	Registered	2,272,180	8/24/1999
	Registered (Virginia)	2658	11/6/2002
	Registered	3,759,363	3/9/2010
	Registered	3,690,698	9/29/2009


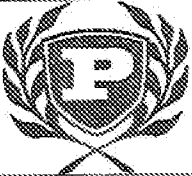
	Registered	3,451,492	6/17/2008
	Registered	3,438,436	5/27/2008
	Registered	2,528,508	1/8/2002
	Registered	2,802,598	1/6/2004
	Registered (Virginia)	2656	10/28/2002
	Registered	3,823,257	7/20/2010
	Registered	3,759,362	3/9/2010
	Registered	3,812,223	6/29/2010
	Registered	3,085,753	4/25/2006







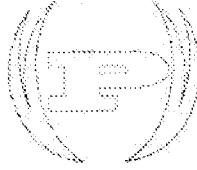

	Registered	2,600,979	7/30/2002
	Registered	3,021,315	11/29/2005
PHAT CLASSICS	Registered	3,640,322	6/15/2009
PHAT FARM	Registered	3,861,131	10/12/2010]
PHAT FARM	Registered	3,256,767	6/26/2007
PHAT FARM	Registered	3,181,284	12/5/2006
PHAT FARM	Registered (Virginia)	2651	10/28/2002
PHAT FARM	Registered	1,809,325	12/7/1993
PHAT FARM	Registered	2,415,455	12/26/2000
PHAT FARM	Registered	2,867,117	7/27/2004
PHAT FARM	Registered	3,013,536	11/8/2005
<i>Phat Farm</i>	Registered	2,552,152	3/26/2002
	Registered	2,551,715	3/26/2002
	Registered (Virginia)	2652	10/28/2002
<i>Phat Farm</i>	Registered	3,184,177	12/12/2006
<i>Phat Premium</i>	Registered	4,006,503	8/2/2011
<i>Phat Premium</i>	Pending	[s/n 77/479,992]	[filed 5/21/2008
<i>Phat Premium</i>	Pending	[s/n 77/479,984]	[filed 5/21/2008]
	Registered	3,716,230	11/24/2009

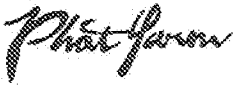



	Registered	3,693,597	10/6/2009
PHAT THREADS	Registered	1,819,997	2/8/1994
	Registered	2,610,656	8/20/2002
	Registered	3,018,211	11/22/2005
	Registered	3,018,212	11/22/2005
PHAT FARM	Registered	3,730,098	12/22/2009
PHAT FARM	Registered	3,220,371	3/20/2007
	Registered	3,116,645	7/18/2006


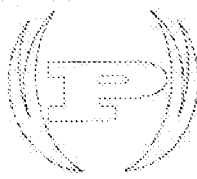



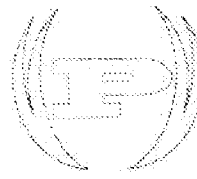

Foreign Registrations and Applications





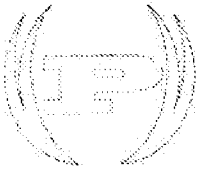
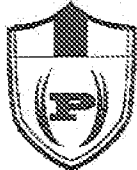

Trademark	Country	Status in Trademark Office	Federal Registration Number	Registration Date
PHAT FARM	Argentina	Pending	[s/n 3,042,402]	[filed 10/29/2010]
CLASSIC AMERICAN FLAVA	Australia	Registered	866004	2/14/2001
PHAT FARM	Australia	Registered	1,066,409	7/11/2005
	Australia	Registered	1,064,767	7/13/2005
PHAT FARM	Bahrain	Registered	44078	4/10/2005
PHAT FARM	Bahrain	Registered	44079	4/10/2005
PHAT FARM	Benelux	Renewed	619587	11/3/1997
CLASSIC AMERICAN FLAVA	Bolivia	Pending	[s/n 14480]	[filed 11/9/1999]
PHAT FARM	Bolivia	Registered	87438-C	7/18/2002




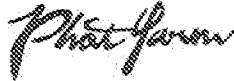
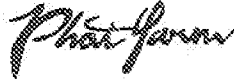


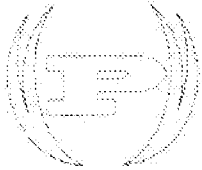
CLASSIC AMERICAN FLAVA	Brazil	Registered	822.460.181	12/13/2005
PHAT FARM	Brazil	Pending (Suspended)	[s/n 821.346.300]	1/11/1999
	Bulgaria	Registered	62248	12/3/2007
PHAT FARM	Bulgaria	Registered	76817	5/17/2011
<i>Phat farm</i>	Bulgaria	Registered	76818	5/17/2011
	Bulgaria	Registered	000447756	5/10/2003
CLASSIC AMERICAN FLAVA	Canada	Registered	586083	7/29/2003
	Canada	Registered	585254	7/15/2003
	Canada	Registered	761110	3/9/2010
	Canada	Registered	635879	3/22/2005
PHAT CLASSICS	Canada	Pending	[s/n 1,379,625]	[filed 1/17/2008]
PHAT FARM	Canada	Registered	536709	11/6/2000
<i>Phat farm</i>	Canada	Registered	578514	3/28/2003
<i>Phat farm</i>	Canada	Registered	571500	11/29/2002
	Canada	Registered	578443	3/27/2005

	Canada	Registered	578524	3/28/2003
PHAT FARM	Chile	Registered	879693	1/18/2000
	China (Peoples' Republic)	Registered	4,924,863	5/21/2009
	China (Peoples' Republic)	Registered	6,943,682	8/28/2010
	China (Peoples' Republic)	Registered	6,943,683	8/28/2010
	China (Peoples' Republic)	Pending	[s/n 6,943,684]	[filed 9/8/2008]
	China (Peoples' Republic)	Registered	6,943,685	8/28/2010
	China (Peoples' Republic)	Pending	[s/n 4,924,856]	[filed 9/30/2005]
<i>Phat Farm</i>	China (Peoples' Republic)	Registered	4,924,864	5/21/2009
	China (Peoples' Republic)	Registered	4,924,865	5/14/2009
PHAT CLASSICS	China (Peoples' Republic)	Registered	6,515,514	1/7/2010
PHAT FARM	China (Peoples' Republic)	Registered	4,681,384	1/28/2009




PHAT FARM	China (Peoples' Republic)	Registered	1,310,594	9/7/1999
PHAT FARM	China (Peoples' Republic)	Registered	1,305,776	8/21/1999
	China (Peoples' Republic)	Registered	1,684,551	12/21/2001
	China (Peoples' Republic)	Registered	1,660,889	11/7/2001
	China (Peoples' Republic)	Registered	1,668,145	11/21/2001
CLASSIC AMERICAN FLAVA	Colombia	Registered	259761	11/15/2002
PHAT FARM	Colombia	Registered	225901	4/13/2000
PHAT FARM	Cyprus, Republic	Pending	[s/n 71303]	[filed 4/14/2005]
PHAT FARM	Cyprus, Republic of	Pending	[s/n 71304]	[filed 4/14/2005]
PHAT FARM	Denmark	Registered	3388/99	9/15/1999
PHAT FARM	Dominican Republic	Registered	107842	10/30/1999
PHAT FARM	Dominican Republic	Registered	107838	10/30/1999
CLASSIC AMERICAN FLAVA	Ecuador	Registered	4070-00	6/29/2000
PHAT FARM	Ecuador	Registered	3432-00	6/26/2000
PHAT FARM	Egypt	Pending	[s/n 201587]	[filed 5/23/2007]
PHAT FARM	Egypt	Registered	201588	10/13/2009
CLASSIC AMERICAN FLAVA	El Salvador	Registered	89 Book 137	8/21/2001
PHAT FARM	El Salvador	Registered	50 Book 130	5/14/2001
CLASSIC AMERICAN FLAVA	European Community	Registered	1,396,365	6/29/2001
	European Community	Registered	004643417	8/2/2007

	European Community	Registered	005264569	8/2/2007
	European Community	Registered	004643433	3/2/2007
	European Community	Registered	004643326	3/2/2007
	European Community	Registered	004643292	4/17/2009
PHAT CLASSICS	European Community	Registered	006584049	1/20/2009
PHAT FARM	European Community	Registered	004479523	9/25/2006
PHAT FARM	European Community	Registered	881482	10/19/1999
PHAT FARM	France	Registered	97/702.680	11/4/1997
PHAT FARM	Germany	Registered	396.55.627	4/30/1997
	Germany	Registered	300.73.335	7/11/2001
PHAT FARM	Guatemala	Registered	104677	6/5/2000
CLASSIC AMERICAN FLAVA	Honduras	Registered	79271	10/12/2000
PHAT FARM	Honduras	Registered	77400	6/14/2000
	Hong Kong	Registered	300497908	9/20/2005
	Hong Kong	Registered	300497917	9/20/2005



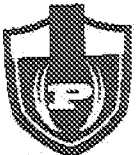
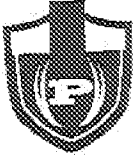



	Hong Kong	Registered	300497926	9/20/2005
	Hong Kong	Registered	300497890	9/20/2005
<i>Phat Farm</i>	Hong Kong	Registered	3780/2002	9/22/2000
<i>Phat Farm</i>	Hong Kong	Registered	4218/2001	9/22/2000
	Hong Kong	Registered	6286/2002	9/22/2000
PHAT FARM	India	Registered	1,275,910	3/29/2008
	Japan	Registered	4980466	8/18/2006
	Japan	Registered	4980465	8/18/2006
	Japan	Registered	4980467	8/18/2006
	Japan	Registered	4980464	8/18/2006
PHAT CLASSICS	Japan	Registered	5199837	1/23/2009
PHAT FARM	Japan	Registered	4660257	4/4/2003
PHAT FARM	Japan	Renewed	3234428	12/25/1996
<i>Phat Farm</i>	Japan	Registered	4510370	9/28/2001

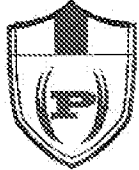
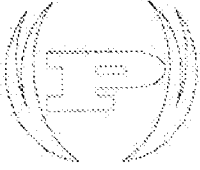




				
	Japan	Registered	4510371	9/28/2001
PHAT FARM	Jordan	Registered	91566	4/10/2007
PHAT FARM	Jordan	Registered	91565	4/10/2007
				
	Korea, Republile of	Registered	40-0729668	11/30/2007
				
	Korea, Republic of	Registered	40-714764	6/26/2007
PHAT CLASSICS	Korea, Republic of	Registered	790305	5/28/2009
PHAT FARM	Korea, Republic of	Registered	0458180	11/8/1999
				
	Korea, Republic of	Registered	503491	10/11/2001
				
	Korea, Republic of	Registered	522951	6/14/2002
				
	Korea, Republic of	Registered	522952	6/14/2002
PHAT FARM	Kuwait	Registered	59465	7/16/2005
PHAT FARM	Kuwait	Registered	59256	5/28/2005
PHAT FARM	Kuwait	Registered	58935	5/28/2005
PHAT FARM	Lebanon	Registered	110637	4/17/2007
				
	Macao	Registered	19200	2/9/2006
				
	Macao	Registered	19201	2/9/2006







	Macao	Registered	19199	2/9/2006
	Macao	Registered	19198	2/9/2006
PHAT FARM	Macao	Registered	19196	2/9/2006
CLASSIC AMERICAN FLAVA	Mexico	Registered	649991	11/16/1999
	Mexico	Registered	714315	4/4/2001
PHAT FARM	Mexico	Renewed	618088	7/9/1998
	Mexico	Registered	689044	9/22/2000
	Mexico	Registered	702461	9/22/2000
CLASSIC AMERICAN FLAVA	New Zealand	Renewed	602615	8/13/1999
PHAT FARM	New Zealand	Registered	297099	8/24/1998
	New Zealand	Registered	623829	9/22/2000
	New Zealand	Registered	623830	9/22/2000
	New Zealand	Registered	623831	9/22/2000
CLASSIC AMERICAN FLAVA	Nicaragua	Registered	46855 C.C.	2/1/2001
PHAT FARM	Nicaragua	Registered	46048 C.C.	1/5/2001

				
	Norway	Registered	237046	1/2/2007
PHAT FARM	Norway	Registered	202430	1/2/2007
<i>Phat farm</i>				
	Norway	Registered	237044	1/2/2007
PHAT FARM	Oman	Registered	43812	11/11/2007
PHAT FARM	Oman	Registered	43813	1/30/2008
PHAT FARM	Panama	Registered	120122	3/20/2002
<i>Phat farm</i>				
	Panama	Registered	112698	1/31/2001
<i>Phat farm</i>				
	Panama	Registered	112699	1/31/2001
				
	Panama	Registered	112700	1/31/2001
CLASSIC AMERICAN FLAVA				
	Paraguay	Registered	228175	8/31/2000
PHAT FARM	Paraguay	Registered	222338	2/7/2000
CLASSIC AMERICAN FLAVA				
	Peru	Registered	66163	7/31/2000
PHAT FARM	Peru	Registered	058266	10/15/1999
<i>Phat farm</i>				
	Philippines	Registered	42003009309	11/22/2007
PHAT FARM		Pending (Published)	[s/n 44404]	[filed 4/25/2007]
PHAT FARM		Pending (Published)	[s/n 44405]	[filed 4/25/2007]
				
	Romania	Registered	074175	1/11/2006
PHAT FARM	Romania	Registered	074173	1/11/2006
<i>Phat farm</i>				
	Romania	Registered	074174	1/11/2006

	Russian Federation	Registered	322296	3/12/2007
PHAT FARM	Russian Federation	Registered	321364	2/19/2007
<i>Phat Farm</i>	Russian Federation	Registered	321363	3/7/2007
PHAT FARM	Saudi Arabia	Registered	996/76	6/19/2008
PHAT FARM	Saudi Arabia	Pending	[s/n 109454]	[filed 9/18/2006]
	South Africa	Registered	2004/01934	8/19/2008
	South Africa	Registered	2004/01932	8/25/2008
	South Africa	Registered	2004/01935	8/25/2008
CLASSIC AMERICAN FLAVA	South Africa	Registered	2004/01914	8/4/2008
CLASSIC AMERICAN FLAVA	South Africa	Registered	2004/01912	8/4/2008
CLASSIC AMERICAN FLAVA	South Africa	Registered	2004/01915	8/4/2008
	South Africa	Registered	2004/01920	8/13/2008
	South Africa	Registered	2004/01919	8/19/2008
	South Africa	Registered	2004/01917	8/26/2008

	South Africa	Registered	2006/20283	11/19/2009
	South Africa	Registered	2004/01922	8/13/2008
	South Africa	Registered	2004/01925	8/25/2008
	South Africa	Registered	2004/01924	8/19/2008
	South Africa	Registered	2004/01927	8/19/2008
	South Africa	Registered	2004/01929	8/19/2008
	South Africa	Registered	2004/01930	8/25/2008
PHAT FARM	South Africa	Pending	[s/n 2004/01904]	[filed 2/11/2004]
PHAT FARM	South Africa	Pending	[s/n 2004/01902]	[filed 2/11/2004]
PHAT FARM	South Africa	Pending	[s/n 2004/01905]	[filed 2/11/2004]
	South Africa	Registered	2004/01937	12/2/2008
	South Africa	Registered	2004/01939	12/18/2008
	South Africa	Registered	2004/01940	2/11/2004

PHAT FARM	Sweden	Registered	331746	6/28/1999
CLASSIC AMERICAN FLAVA	Switzerland	Registered	473.602	11/26/1999
	Switzerland	Registered	543.073	2/23/2006
PHAT FARM	Switzerland	Renewed	452.818	1/7/1998
	Taiwan	Registered	1252966	3/1/2007
	Taiwan	Registered	1252968	3/1/2007
	Taiwan	Registered	1252967	3/1/2007
PHAT CLASSICS	Taiwan	Registered	1335278	11/1/2008
PHAT FARM	Taiwan	Registered	1207765	5/1/2006
<i>Phat Farm</i>	Taiwan	Registered	976977	12/16/2001
<i>Phat Farm</i>	Taiwan	Registered	961537	9/16/2001
	Taiwan	Registered	974471	9/15/2001
PHAT FARM	Thailand	Registered	179319	4/22/2002
	Turkey	Registered	2006/10383	1/18/2006
PHAT FARM	Turkey	Registered	2005/08322	3/11/2005
PHAT FARM	Turkey	Registered	2002/14794	6/17/2002
<i>Phat Farm</i>	Turkey	Registered	2006/01499	1/19/2006

	United Arab Emirates	Registered	84617	10/3/2007
PHAT CLASSICS	United Arab Emirates	Pending	[s/n 105511]	[filed 1/17/2008]
PHAT FARM	United Arab Emirates	Registered	81909	5/24/2007
PHAT FARM	United Arab Emirates	Registered	58640	3/14/2006
PHAT FARM	United Arab Emirates	Pending (Opposed)	[s/n 68628]	[filed 4/10/2005]
PHAT FARM	United Kingdom	Renewed	2150235	10/31/1997
CLASSIC AMERICAN FLAVA	Uruguay	Registered	318.577	6/27/2000
PHAT FARM	Uruguay	Registered	314.449	2/16/2000
CLASSIC AMERICAN FLAVA	Venezuela	Registered	P-224.647	9/5/2000
PHAT FARM	Venezuela	Registered	P-218.439	2/25/2000
	Venezuela	Registered	[s/n 18151/02]	11/10/2011
	Canada	Registered	703855	12/27/2007
PHAT FARM	Canada	Registered	703853	12/27/2007
PHAT FARM	Japan	Registered	4660257	4/4/2003
PHAT FARM	Mexico	Registered	712288	3/19/2001
	Mexico	Registered	869872	2/25/2005
	South Africa	Registered	2004/01931	8/25/2008
	South Africa	Registered	2004/01933	8/25/2008

CLASSIC AMERICAN FLAVA	South Africa	Registered	2004/01913	8/4/2008
CLASSIC AMERICAN FLAVA	South Africa	Registered	2004/01911	8/4/2008
	South Africa	Registered	2004/01918	8/13/2008
	South Africa	Registered	2004/01916	8/4/2008
	South Africa	Registered	2004/01921	8/19/2008
	South Africa	Registered	2004/01923	8/19/2008
	South Africa	Registered	2004/01926	8/19/2008
	South Africa	Registered	2004/01928	8/19/2008
PHAT FARM	South Africa	Pending	[s/n 2004/01901]	[filed 2/11/2004]
PHAT FARM	South Africa	Pending	[s/n 2004/01903]	[filed 2/11/2004]
	South Africa	Registered	2004/01936	12/18/2008
	South Africa	Registered	2004/01938	12/2/2008
PHAT FARM	Turkey	Registered	2002/14794	6/17/2002

DOMAIN NAMES

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wwwphatfarm.cc
wwwphatfarm.info
wwwphatfarm.net
wwwphatfarm.tv
wwwphatfarm.ws
thephatfarm.com
thephatfarm.net
thephatfarm.org
satfarm.com
premiumbyphatfarm.biz
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phatfarmkids.info
phatfarmkids.net
phatfarmkids.org
phatfarms.com
pfl29.com
pfl29.info
pfl29.net
pfl29.org
wwwphatfarm.cc
wwwphatfarm.inf

Exhibit 1 to Trademark Security Agreement

TRADEMARK ASSIGNMENT

WHEREAS, PHAT FARM HOLDING COMPANY, LLC, a New York limited liability company ("Grantor"), is the registered owner of the United States trademarks, tradenames and registrations listed on Schedule "A" attached hereto and made a part hereof (the "Trademarks"), which are registered in the United States Patent and Trademark Office; and

WHEREAS, NORTH JERSEY COMMUNITY BANK ("Grantee") having a place of business at 301 Sylvan Avenue, Englewood Cliffs, New Jersey 07632, is desirous of acquiring the Trademarks;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound hereby, Grantor, its successors and assigns, does hereby transfer, assign and set over unto Grantee, its successors, transferees and assigns, all of its present and future right, title and interest in and to the Trademarks and all proceeds thereof and all goodwill associated therewith.

IN WITNESS WHEREOF, the undersigned has caused this Trademark Assignment to be executed as of the _____ day of _____, _____.

PHAT FARM HOLDING COMPANY, LLC

Witness: _____

By: _____
As Attorney-in-fact

ACKNOWLEDGMENT

STATE OF NEW JERSEY :
 SS
COUNTY OF BERGEN :

On this the _____ day of _____, _____ before me a Notary Public for the said County and State, personally appeared _____ known to me or satisfactorily proven to me to be attorney-in-fact on behalf of **PHAT FARM HOLDING COMPANY, LLC** ("Grantor"), and he/she acknowledged to me that he/she executed the foregoing Trademark Assignment on behalf of Grantor, and as the act and deed of Grantor for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

(Individual Notary)

My Commission Expires:

SCHEDULE A TO TRADEMARK ASSIGNMENT

<u>TRADEMARKS</u>	<u>APPLICATION/ REGISTRATION NO.</u>	<u>COUNTRY</u>	<u>REGISTRATION DATE</u>
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See Schedule A to Trademark Security Agreement

POWER OF ATTORNEY

PHAT FARM HOLDING COMPANY, LLC, a New York limited liability company ("Grantor"), hereby authorizes **NORTH JERSEY COMMUNITY BANK**, its successors and assigns, and any officer or agent thereof (collectively "Grantee") as Grantor's true and lawful attorney-in-fact, with the power to endorse Grantor's name on all applications, assignments, documents, papers and instruments necessary for Grantee to enforce and effectuate its rights under a certain Trademark Security Agreement between Grantor and Grantee dated the date hereof (as it may hereafter be supplemented, restated, superseded, amended or replaced, the "Trademark Agreement"), including, without limitation, the power to use the Trademarks (as defined in the Trademark Agreement), to grant or issue any exclusive or nonexclusive license under the Trademarks to anyone else, or to assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks.

This Power of Attorney is given and any action taken pursuant hereto is intended to be so given or taken pursuant to a certain Loan and Security agreement bearing even date herewith between Grantor and Grantee as it may be supplemented, restated, superseded, amended or replaced from time to time.

Grantor hereby unconditionally ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof.

This Power of Attorney shall be coupled with an interest and irrevocable for the life of the Trademark Agreement.

IN WITNESS WHEREOF, the Grantor has executed this Power of Attorney, under seal, this 16th day of July, 2012.

PHAT FARM HOLDING COMPANY, LLC

Witness: _____

By: _____
Name: Anthony LoConte
Title: Managing Member

Witness: _____

Attest: _____
William H. Cox
An Attorney at Law of New Jersey

ACKNOWLEDGMENT

STATE OF NEW JERSEY :
 SS
COUNTY OF BERGEN :

On this 16th day of July, 2012, before me personally appeared ANTHONY LOCONTE, to me known and being duly sworn, deposes and says that he/she is Managing Member of PHAT FARM HOLDING COMPANY, LLC, the Grantor company described in the foregoing Power of Attorney; that he/she signed the Power of Attorney as such officer pursuant to the authority vested in him/her by law; that the within Power of Attorney is the voluntary act of such company; and he/she desires the same to be recorded as such.

William H. Cox
An Attorney at Law of New Jersey