

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Assignment for Security		
<b>CONVEYING PARTY DATA</b>			
Name	Formerly	Execution Date	Entity Type
TPR Holdings LLC		04/04/2013	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
Name:	ROSENTHAL & ROSENTHAL, INC.		
Street Address:	1370 Broadway		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10018		
Entity Type:	CORPORATION: NEW YORK		
<b>PROPERTY NUMBERS Total: 1</b>			
Property Type	Number	Word Mark	
Registration Number:	4266020	OSCAR BLANDI	
<b>CORRESPONDENCE DATA</b>			
Fax Number:	2124074990		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	212-407-4000		
Email:	nytrademark@loeb.com		
Correspondent Name:	Tamara F. Carmichael		
Address Line 1:	345 Park Avenue		
Address Line 4:	New York, NEW YORK 10154		
ATTORNEY DOCKET NUMBER:	215043-10003		
NAME OF SUBMITTER:	Tamara F. Carmichael		
Signature:	/Tamara F. Carmichael/		

CH \$40.00 4266020

Date:

04/25/2013

**Total Attachments: 5**

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## ASSIGNMENT FOR SECURITY

WHEREAS, Blandi Products LLC, a limited liability company formed under the laws of New York, located at 950 Third Avenue, New York New York 10022 (“Blandi”) has adopted, used and is using the marks annexed hereto as Schedule A (the “Marks”); and

WHEREAS, to secure its obligations to TPR Holdings, LLC (the “Company”) under an Intercompany Note dated of even date herewith (as amended, modified, restated and supplemented from time to time, the “Note”), Blandi has granted a lien and security interest in and to the Marks to the Company, pursuant to that certain Intellectual Property Security Agreement entered into between Blandi and the Company dated of even date herewith (as amended, modified, restated and supplemented from time to time, the “IP Security Agreement”); and

WHEREAS, the Company is obligated to Rosenthal & Rosenthal, Inc. (the “Lender”) located at 1370 Broadway, New York, New York 10018, pursuant to (i) a Factoring Agreement dated of even date herewith between the Lender and the Company (the “Factoring Agreement”) and (ii) other security documents related thereto, dated of even date herewith, made by the Company in favor of the Lender (together with the Factoring Agreement, the “Agreements”); and

WHEREAS, pursuant to the Agreements, the Company is granting to the Lender a security interest in all of its right, title and interest in substantially all of its assets, including, without limitation, the Company’s rights under the Note and the IP Security Agreement;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Company, as security for the Obligations (as such term is defined in the Factoring Agreement), does hereby assign unto the Lender for security and grant to the Lender a security interest in and to all of the right, title and interest of the Company in the Note and the IP Security Agreement.

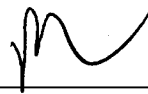
The assignment set forth herein shall continue in effect until all of the Obligations have been indefeasibly paid in full and the Factoring Agreement has been terminated in accordance with the terms thereof, at which time the Lender shall release to the Company, Lender's interests in the Note and the IP Security Agreement and the other rights assigned to Lender hereby.

At any time or from time to time, upon Lender's written request, the Company will execute and deliver to Lender such further documents and do such other acts and things as Lender may reasonably request in order to further effect the purposes of this assignment or any schedule, amendment or supplement hereto, or a financing or continuation statement with respect hereto, in accordance with the laws of any applicable jurisdictions. The Company hereby authorizes Lender to effect any such filing or recording statements (or amendments thereto) without the signature of the Company, and Lender's costs and expenses with respect thereto shall be part of the Obligations and shall be payable by the Company on demand.

This assignment and all obligations of the parties hereunder shall be binding upon the successors and assigns of the Company and shall, together with the rights and remedies of Lender hereunder, inure to the benefit of Lender and its successors and assigns. THIS ASSIGNMENT SHALL BE GOVERNED BY, AND BE CONSTRUED AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND PERFORMED IN THAT STATE.

Dated: April 4, 2013

TPR HOLDINGS, LLC

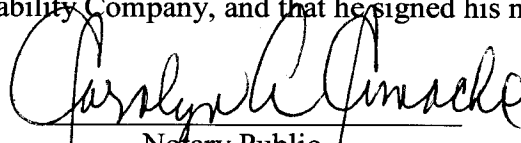
By   
Brian Robinson, Managing Member

STATE OF NEW YORK )

: ss.:

COUNTY OF NEW YORK )

On this 7th day of April, 2013, before me personally came, BRIAN ROBINSON, to me known, who, being by me duly sworn, did depose and say that he is the Managing Member of TPR HOLDINGS, LLC the Limited Liability Company described in and which executed the foregoing instrument; and that he knows the seal of said Limited Liability Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Managers of said Limited Liability Company, and that he signed his name thereto by like order.

  
Notary Public

CAROLYN A. CAMACHO  
NOTARY PUBLIC, State of New York  
No. 01CA6148806  
Qualified in Richmond County  
Commission Expires December 20, 2015

**SCHEDULE A**

**MARK**

**SERIAL/REG. NO.**

Oscar Blandi	75983754/4266020
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