

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM338251

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Security Agreement Assignment		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
The Adoni Group, Inc.		04/02/2015	CORPORATION: NEW YORK
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Capital Business Credit LLC		
<b>Street Address:</b>	1700 Broadway		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10019		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	85449516	MODERN VICE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Email:</b>	marina.kelly@thomsonreuters.com		
<b>Correspondent Name:</b>	James Murray		
<b>Address Line 1:</b>	4400 Easton Commons Way Suite 125		
<b>Address Line 2:</b>	CT Corporation		
<b>Address Line 4:</b>	Columbus, OHIO 43219		
<b>NAME OF SUBMITTER:</b>	James Murray		
<b>SIGNATURE:</b>	/Marina Kelly, Thomson Reuters/		
<b>DATE SIGNED:</b>	04/15/2015		
<b>Total Attachments: 6</b>			
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## TRADEMARK SECURITY AGREEMENT ASSIGNMENT

This TRADEMARK SECURITY AGREEMENT ASSIGNMENT ("Assignment") dated as of April 2, 2015 ("Effective Date"), is entered into by and between Adoni Group, Inc., as debtor and debtor-in-possession ("Assignor") and Capital Business Credit LLC ("Assignee"). Capitalized terms used herein but not defined herein have the definitions assigned to them in the Trademark Security Agreement (defined below).

WHEREAS, Assignor sold certain of its assets associated with the "Modern Vice" brand (the "Sale") to Made in Midtown, Inc. ("Grantor") pursuant to 11 U.S.C. § 363 and order of the United States Bankruptcy Court for the Southern District of New York dated December 30, 2014 entered as ECF No. 151 (the "Sale Order") in Assignor's case there pending under case no. 114-02382 effective as of January 23, 2105;

WHEREAS, Grantor agreed to pay certain of the Sale purchase price to Assignor in five annual installments, and as security for Grantor's indebtedness and obligations to Assignor with respect to the Sale, including without limitation Grantor's obligation with respect to such deferred purchase price, Grantor granted to Assignor a security interest in substantially all of Grantor's personal property;

WHEREAS, pursuant to the Sale Order, Assignor's rights against Grantor with respect to the Sale are subject to Assignee's liens and security interests, and must be assigned and delivered to Assignee;

WHEREAS, Grantor and Assignor are parties to a Trademark Security Agreement, dated as of January 23, 2015 and recorded on February 2, 2015 at Reel 5450, Frame 0989, of the United States Patent and Trademark Office (as amended, restated, amended and restated, supplemented, and/or otherwise modified to date, the "Trademark Security Agreement") pursuant to which Grantor granted to Assignor a security interest in Grantor's trademarks and all trademarks acquired after the date of the Trademark Security Agreement, including, without limitation, the Trademarks described therein, the goodwill of the business symbolized by such Trademarks, and the registrations and applications therefor ("Trademark Collateral");

WHEREAS, Assignor desires to assign and transfer to Assignee all of its security interest in the Trademark Collateral; and

WHEREAS, Assignee has agreed to accept and assume from Assignor all security interests in and to the Trademark Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Assignment of Security Interest. In consideration of moneys paid and the rights and benefits received by Assignor directly or indirectly, Assignor hereby assigns, transfers, sells, and conveys to Assignee, all of Assignor's security interest throughout the world in and to the Trademark Collateral, including, but not limited to, those items

identified on Schedule A hereto. This assignment is made without recourse, representations or warranties of any kind.

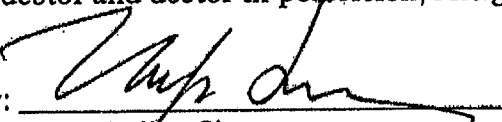
2. General. If any provision of this Assignment or the assignment of any interest is held to be illegal, invalid or unenforceable, such provision or assignment of security interest shall be limited or eliminated to the minimum extent necessary so that the remainder of this Assignment will continue in full force and effect and be enforceable. This Assignment shall be interpreted and controlled by and construed and enforced according to the laws of the State of New York without regard to conflicts of laws provisions thereof. This Assignment may be executed in multiple counterparts, each of which will be considered an original, but all of which together will constitute one and the same instrument.

[Signature Page Follows]

Each of the undersigned has caused this Assignment to be executed by the signature of its duly authorized officer as of the date above first written.

**ASSIGNOR:**

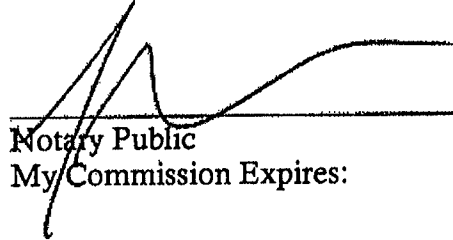
THE ADONI GROUP, INC.,  
as debtor and debtor-in-possession, Assignor

By:   
Marilyn Simon  
Chief Restructuring Officer

**ACKNOWLEDGMENT**

STATE OF NEW YORK :  
  :           SS  
COUNTY OF NEW YORK :

The foregoing instrument was acknowledged before me this 7<sup>th</sup> day of April, 2015, by Marilyn Simon, the Chief Restructuring Officer of The Adoni Group, Inc., debtor and debtor-in-possession, on behalf thereof.

  
\_\_\_\_\_  
Notary Public  
My Commission Expires:

(S E A L)

TERESA SADUTTO CARLEY  
NOTARY PUBLIC, STATE OF NY  
REG. # 02SA6204737  
NY COUNTY, EXP. 4-20-2017  
2017

ASSIGNEE:

CAPITAL BUSINESS CREDIT LLC

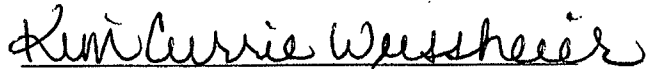
By: \_\_\_\_\_

  
Robert Grbic  
Senior Executive Vice President

**ACKNOWLEDGMENT**

STATE OF NEW YORK           :           :  
  :           :           SS  
COUNTY OF NEW YORK       :           :

The foregoing instrument was acknowledged before me this 8<sup>th</sup> day of April, 2015, by Robert Grbic, the Senior Executive Vice President of Capital Business Credit LLC, on behalf thereof.

  
\_\_\_\_\_  
Notary Public  
My Commission Expires:

(SEAL)

KIM CURRIE WEISSHEIER  
NOTARY PUBLIC, State of New York  
No. 5000687  
Qualified in Nassau County  
Certificate Filed in New York County  
Commission Expires August 17, 2018

**SCHEDULE A**  
**TRADEMARK APPLICATIONS**

<b>Title (Mark)</b>	<b>Serial No.</b>	<b>Filing Date</b>	<b>Classes</b>	<b>Country</b>
MODERN VICE	85/449,516	Oct. 18, 2011	IC 018. US 001 002 003 022 041  IC 025. US 022 039	USA

Schedule A