

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Ermine Investments of California, Inc.		05/10/2005	CORPORATION: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	George Wong		
<b>Street Address:</b>	15225 Alton Parkway, Suite 100		
<b>City:</b>	Irvine		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	92618		
<b>Entity Type:</b>	INDIVIDUAL:		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2045064	COUNTY CLOTHING CO.	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(949)265-1199		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	9492651100		
<b>Email:</b>	jharlow@fpsslawyers.com		
<b>Correspondent Name:</b>	Bryan M. Friedman		
<b>Address Line 1:</b>	19800 MacArthur Blvd., Ste. 1100		
<b>Address Line 4:</b>	Irvine, CALIFORNIA 92612-2425		
<b>NAME OF SUBMITTER:</b>	Bryan Friedman		
<b>Signature:</b>	/bryan friedman/		
<b>Date:</b>	08/18/2005		

OP \$40.00 2045064

Total Attachments: 3

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Aug. 14 2005 08:44AM P 2

Page

**TRADEMARK SECURITY AGREEMENT**

THIS TRADEMARK SECURITY AGREEMENT is made as of this 10th day of May, 2005, by and ERMINE INVESTMENTS OF CALIFORNIA, INC., a California corporation ("Debtor"), and GEORGE WONG, an individual ("Secured Party").

WHEREAS, Secured Party has loaned funds to Debtor on the terms set forth in that certain Promissory Note, of even date herewith, between Debtor and Secured Party (the "Note"); and

WHEREAS, in order to secure its obligations to Secured Party under the Note, Debtor desires to grant Secured Party a security interest in all of its right, title and interest in and to certain of its trademarks.

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

1. Debtor hereby grants to Secured Party a security interest in and to its right (including, without limitation, common-law rights), title and interest in and to those trademarks set forth on Exhibit A attached hereto and incorporated herein by this reference (the "Trademarks"), including all applications, registrations and recordings relating to the foregoing, and all reissues, renewals and extensions thereof, whether with the United States Patent and Trademark Office or any similar office or agency or the United States, any State thereof, any political subdivision thereof, together with the goodwill of the business symbolized by the Trademarks and all proceeds of same to secure all of Debtor's obligations and indebtedness now or hereafter owing Secured Party under the Note.
2. This Agreement is intended to create a security interest in the Trademarks and goodwill of the business for collateral purposes only. Subject to the security interest in the Trademarks and goodwill created by this Agreement, Debtor shall continue to own and utilize the Trademarks and goodwill and to control the nature and quality of the goods manufactured or sold and the services rendered under the Trademarks. Upon payment and performance of all of Debtor's obligations under the Note, the security interest of Secured Party in the Trademarks and goodwill will be released.
3. Debtor will not, without the prior written consent of Secured Party, sell, assign, grant a security interest in or otherwise transfer the Trademarks, or any rights therein whether by license or otherwise. Notwithstanding the foregoing, Debtor shall be permitted to transfer ownership of the Trademarks to a separate entity owned, in whole or in part, by Debtor, subject to Secured Party's security interest in the Trademarks, provided Debtor provides Secured Party with prior written notice of the intended transfer.
4. In the event Debtor defaults on its obligations under the Note, Secured Party shall have all of the rights and remedies set forth in the Note and all of the rights and remedies of a secured party under the Uniform Commercial Code and any other

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Aug. 14 2005 08:44AM P 3

*Handwritten initials/signature*

applicable state or federal laws. In addition to the foregoing, and all other rights and remedies of Secured Party, upon the occurrence of the an event of default, Secured Party shall have the immediate right to sell, assign and transfer to itself or to any other person all right, title and interest in and to the Trademarks, in addition to the goodwill of the business symbolized by the Trademarks. Secured Party shall credit the proceeds of any such sale or transfer against Debtor's liabilities under the Note.

5. Debtor agrees to execute and deliver to Secured Party any further documentation or papers, and take all such other actions, as are necessary to carry out the intent and purpose of this Agreement.

6. Debtor will take all reasonable and necessary actions during the term of this Agreement to maintain and protect the value of the Trademarks and all associated goodwill. Additionally, Debtor will maintain all current registrations and recordings of any rights in the Trademarks in full force and effect and will diligently prosecute any pending applications for additional rights thereto. Further, Debtor will defend at its own cost and expense any action, claim or proceeding affecting the Trademarks or the interest of Secured Party therein. Debtor agrees to reimburse Secured Party for all costs and expenses incurred by Secured Party in defending any such action, claim or proceeding.

7. This Agreement shall be in addition to the Guaranty and all other present and future instruments, documents and agreements between Debtor and Secured Party, and it shall not be deemed to affect, modify or limit any of the same or any rights of Secured Party under the Guaranty.

8. This Agreement may be recorded with the United States Patent and Trademark Office and such other office or agency of the United States, any State thereof or any political subdivision thereof as Secured Party may determine, in his sole and absolute discretion, to be reasonable or necessary.

9. This Agreement, the Note, and all transactions hereunder and/or evidenced hereby, shall be determined under, governed by, and construed in accordance with the laws of the State of California.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

ERMINE INVESTMENTS OF CALIFORNIA, INC.,  
a California corporation

By: *George Wong*  
George Wong, President

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EXHIBIT A

Trademarks

COUNTY CLOTHING CO.

TRADEMARK