

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
Vega Acquisition Corporation		02/28/2007	CORPORATION: NEW YORK
RECEIVING PARTY DATA			
Name:	Coach Farm, Inc.		
Street Address:	105 Mill Hill Road		
City:	Pine Plains		
State/Country:	NEW YORK		
Postal Code:	12567		
Entity Type:	CORPORATION: NEW YORK		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	77021994	COACH FARM	
Registration Number:	1416821	COACH FARM	
Registration Number:	1551143	YO-GOAT	
CORRESPONDENCE DATA			
Fax Number:	(212)818-9606		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	212-818-9200		
Email:	mlerner@ssbb.com		
Correspondent Name:	Mark Lerner, Esq.		
Address Line 1:	Satterlee Stephens, 230 Park Ave.		
Address Line 2:	Suite 1130		
Address Line 4:	New York, NEW YORK 10169		
ATTORNEY DOCKET NUMBER:	102031.11 - SECURITY AGRE		
NAME OF SUBMITTER:	Mark Lerner		

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Signature:	/ml/
Date:	03/01/2007
Total Attachments: 4 source=security agreement#page1.tif source=security agreement#page2.tif source=security agreement#page3.tif source=security agreement#page4.tif	

SECURITY INTEREST IN REGISTERED TRADEMARKS

THIS SECURITY INTEREST IN REGISTERED TRADEMARKS ("*Security Interest in Registered Trademarks*") dated as of February 28, 2007, is made by Vega Acquisition Corporation, a New York corporation (the "*Grantor*"), in favor of Coach Farm, Inc., a New York corporation, under the Security Agreement described below (the "*Grantee*").

WHEREAS, the Grantor is, as of the date hereof, acquiring substantially all of the assets of the Grantee that are used in and/or associated with the business that has been conducted by the Grantee; and

WHEREAS, the Grantor is, as of the date hereof, executing and delivering its Promissory Notes to the Grantee as partial payment for the assets being acquired (the "*Notes*"); and

WHEREAS, as a condition precedent to the consummation of the sale of assets under the Purchase Agreement, the Grantor has executed and delivered to the Grantee a Security Agreement of even date herewith (as the same may be supplemented or amended from time to time, the "*Security Agreement*") in which the Grantor has granted to the Grantee a continuing first priority security interest in certain registered trademarks set forth on Schedule A hereto (the "*Registered Trademarks*");

WHEREAS, it is a condition precedent to obligations of the Grantee to consummate the sale of assets under the Purchase Agreement, and in conjunction with the Security Agreement, the Grantor is required to execute and deliver this Security Interest in Registered Trademarks;

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Security Interest in Registered Trademarks;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Grantor agrees as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Security Interest in Registered Trademarks, including its preamble and recitals, have the meanings provided or provided by reference in the Security Agreement.

SECTION 2. Grant of Security Interest. As security for the full and timely payment, observance and performance of the obligations pursuant to the Security Agreement, the Grantor hereby grants to the Grantee a continuing security interest in all of the Grantor's right, title, and interest in and to the Registered Trademarks.

SECTION 3. Purpose. This Security Interest in Registered Trademarks has been executed and delivered by the Grantor for the purpose of registering with the United States Patent and Trademark Office ("PTO") the grant of a security interest in the Registered Trademarks. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Grantee under the Security Agreement with respect to the Registered Trademarks. The Security Agreement (and all rights and remedies of the Grantee thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the security interest in the Registered Trademarks granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference as if fully set forth herein.

SECTION 5. Filing this Security Interest in Registered Trademarks. The Grantee, when it files this Security Interest in Registered Trademarks with the PTO, shall: (i) complete accurately, and include as part of such filing, the PTO's "Recordation Form Cover Sheet" for Registered Trademarks and shall indicate on such cover sheet that the nature of the conveyance is a security agreement, and (ii) provide the Grantor with copies of such filings.

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IN TESTIMONY WHEREOF, the Grantor has caused this Security Interest in Registered Trademarks to be executed by the undersigned thereunto duly authorized as of the date first above written.

VEGA ACQUISITION CORPORATION

By: *Alain C. Foster*
Name: ALAIN C. FOSTER
Title: PRESIDENT

STATE OF NEW YORK)
)ss
COUNTY OF NEW YORK)

On this 28th day of February, 2007, there appeared before me *Alain C. Foster* personally known to me, who acknowledged that he/she signed the foregoing Security Interest In Registered Trademarks as his/her voluntary act and deed on behalf and with full authority of Vega Acquisition Corporation

James H. Bell

JAMES H. BELL
Notary Public, State of New York
No. 02PE6060453
Qualified in New York County
Commission Expires June 25, 2008

**SCHEDULE A
TO
SECURITY INTEREST IN REGISTERED TRADEMARKS**

<u>Title</u>	<u>Serial Number</u>	<u>Registration Number</u>
Coach Farm	77021994	(registration pending)
Coach Farm	73540974	1416821
Yo-Goat	73744574	1551143