

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Steven Oshatz		05/04/2007	INDIVIDUAL: UNITED STATES
RECEIVING PARTY DATA			
Name:	Rosenthal & Rosenthal, Inc.		
Street Address:	1370 Broadway		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10018		
Entity Type:	CORPORATION: NEW YORK		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	3142757	RUBBER DOLL	
Serial Number:	76481748	RUBBER DOLL	
Registration Number:	2960670	RUBBER DOLL	
Registration Number:	2947578	RUBBER DOLL	
Registration Number:	3131039	RDOLL	
CORRESPONDENCE DATA			
Fax Number:	(866)459-2899		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	2123560972		
Email:	oleh.hereliuk@federalresearch.com		
Correspondent Name:	Rosenthal & Rosenthal, Inc.		
Address Line 1:	1370 Broadway		
Address Line 2:	Attn: Carolyn Camacho		
Address Line 4:	New York, NEW YORK 10018		
ATTORNEY DOCKET NUMBER:	384635		

CH \$140.00 3142757

NAME OF SUBMITTER:	John Flynn
Signature:	/JF/
Date:	05/10/2007

Total Attachments: 13
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Trademark Security Agreement

SECURITY AGREEMENT, dated as of May 4, 2007 between Steven Oshatz, an individual, having an address at 51 Diamond Dr., Newton, PA 18940 ("Oshatz"), and Rosenthal & Rosenthal, Inc., a New York corporation (the "Secured Party").

Oshatz and Secured Party hereby agree as follows:

SECTION 1. Definitions; Interpretation.

(a) Terms Defined in the Guarantee. All capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings assigned to them in the Guarantee.

(b) Certain Defined Terms. As used in this Agreement, the following terms shall have the following meanings:

"Collateral" has the meaning set forth in Section 2.

"Guarantee" means the Guarantee dated July 6, 2005, executed by Steven Oshatz in favor of Secured Party with respect to the obligations of R Doll LLC ("R Doll") under the Factoring Agreement between R Doll and Secured Party dated July 6, 2005 as amended and/or supplemented (the "Factoring Agreement").

"PTO" means the United States Patent and Trademark Office.

"UCC" means the Uniform Commercial Code as in effect in the State of New York.

(c) Terms Defined in UCC. Where applicable in the context of this Agreement and except as otherwise defined herein, terms used in this Agreement shall have the meanings assigned to them in the UCC.

(d) Construction. In this Agreement, the following rules of construction and interpretation shall be applicable: (i) no reference to "proceeds" in this Agreement authorizes any sale, transfer, or other disposition of any Collateral by Oshatz; (ii) "includes" and "including" are not limiting; (iii) "or" is not exclusive; and (iv) "all" includes "any" and "any" includes "all." To the extent not inconsistent with the foregoing, the rules of construction and interpretation applicable to the Guarantee shall also be applicable to this Agreement and are incorporated herein by this reference.

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SECTION 2. Security Interest.

(a) Grant of Security Interest. As security for the payment and performance of the Obligations, Oshatz hereby grants to Secured Party a security interest in, and a mortgage upon, all of Oshatz' right, title and interest in, to and under the following property, in each case whether now or hereafter existing or arising or in which Oshatz now has or hereafter owns, acquires or develops an interest and wherever located (collectively, the "Collateral"):

(i) all state (including common law), federal and foreign trademarks, service marks and trade names, and applications for registration of such trademarks, service marks and trade names (but excluding any application to register any trademark, service mark or other mark prior to the filing under applicable law of a verified statement of use (or the equivalent) for such trademark, service mark or other mark to the extent the creation of a security interest therein or the grant of a mortgage thereon would void or invalidate such trademark, service mark or other mark), all licenses relating to any of the foregoing and all income and royalties with respect to any licenses (including such marks, names and applications as described in Schedule A), whether registered or unregistered and wherever registered, all rights to sue for past, present or future infringement or unconsented use thereof, all rights arising therefrom and pertaining thereto and all reissues, extensions and renewals thereof;

(ii) the entire goodwill of or associated with the businesses now or hereafter conducted by Oshatz connected with and symbolized by any of the aforementioned properties and assets;

(iii) all general intangibles and all intangible intellectual or other similar property of Oshatz of any kind or nature, associated with or arising out of any of the aforementioned properties and assets and not otherwise described above; and

(iv) all proceeds of any and all of the foregoing Collateral (including license royalties, rights to payment, accounts receivable and proceeds of infringement suits) and, to the extent not otherwise included, all payments under insurance (whether or not Secured Party is the loss payee thereof) or any indemnity, warranty or guaranty payable by reason of loss or damage to or otherwise with respect to the foregoing Collateral.

(b) Continuing Security Interest. Oshatz agrees that this Agreement shall create a continuing security interest in the Collateral which shall remain in effect until terminated in accordance with Section 11.

(c) Oshatz' use of Collateral. Oshatz shall be permitted to control and manage the Collateral, including the right to exclude others from making, using or selling items covered by the Collateral and any licenses thereunder, in the same manner and with the same effect as if this Agreement had not been entered into, so long as no default occurs in any of the obligations of R Doll under the Factoring Agreement and remains uncured.

SECTION 3. Supplement to the Guarantee. This Agreement has been entered into in conjunction with the security interests granted to Secured Party under the Guarantee or other security

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documents referred to therein. The rights and remedies of Secured Party with respect to the security interests granted herein are without prejudice to, and are in addition to those set forth in the Guarantee or any other security documents referred to therein, all terms and provisions of which are incorporated herein by reference.

SECTION 4. Representations and Warranties. Oshatz represents and warrants to Secured Party that:

- (a) Trademarks. To the best of Oshatz' knowledge, a true and correct list of all of the existing Collateral consisting of U.S. trademarks, trademark registrations or applications owned by Oshatz, in whole or in part, is set forth in Schedule A.
- (b) Oshatz owns the trademarks listed on Schedule A and to the best of Oshatz' knowledge none of such trademarks are subject to any liens or encumbrances.
- (c) Oshatz will not encumber or dispose of any interest in the Collateral, excepting only for the granting of licenses with respect to the Collateral, in the ordinary course of Oshatz' business, without the prior written consent of Secured Party

SECTION 5. Further Acts. On a continuing basis, Oshatz shall make, execute, acknowledge and deliver, and file and record in the proper filing and recording places, all such instruments and documents, and take all such action as may be necessary or advisable as may be requested by Secured Party to carry out the intent and purposes of this Agreement, or for assuring, confirming or protecting the grant or perfection of the security interest granted or purported to be granted hereby, to ensure Oshatz' compliance with this Agreement or to enable Secured Party to exercise and enforce its rights and remedies hereunder with respect to the Collateral, including any documents for filing with the PTO or any applicable state office. Secured Party may record this Agreement, an abstract thereof, or any other document describing Secured Party's interest in the Collateral with the PTO, at the expense of Oshatz. In addition, Oshatz authorizes Secured Party to file financing statements describing the Collateral in any UCC filing office deemed appropriate by Secured Party. If Oshatz shall at any time hold or acquire a commercial tort claim arising with respect to the Collateral, Oshatz shall promptly notify Secured Party in a writing signed by Oshatz of the brief details thereof and grant to the Secured Party in such writing a security interest therein and in the proceeds thereof, all upon the terms of this Agreement, with such writing to be in form and substance satisfactory to the Secured Party.

SECTION 6. Authorization to Supplement. If Oshatz shall obtain rights to any new trademarks, the provisions of this Agreement shall automatically apply thereto. Oshatz shall give prompt notice in writing to Secured Party with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Oshatz' obligations under this Section 6, Oshatz authorizes Secured Party to modify this Agreement by amending Schedule A to include any such new trademark rights. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule A shall in any way affect, invalidate or detract from Secured Party's continuing security interest in all Collateral, whether or not listed on Schedule A.

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SECTION 7 Remedies. Upon the breach of any of the terms hereof, or the breach of, or default under, the Guarantee, including Oshatz' failure to pay any of the Obligations, when due, Secured Party shall have all of the rights and remedies of a secured party under the UCC.

SECTION 8, Power of Attorney. Oshatz does hereby irrevocably constitute and appoint Secured Party and any of its officers or agents, with full power of substitution, as Debtor's true and lawful attorney-in-fact with full irrevocable (for the term of this Agreement) power and authority in Oshatz' place and stead and in its name or in Secured Party's own name, from time to time in Secured Party's discretion, for the purpose of carrying out the terms of this Security Agreement, to create, prepare, complete, execute, deliver, endorse or file, in the name and on behalf of Oshatz, any and all instruments, documents, applications, financing statements, and other agreements and writings required to be obtained, executed, delivered or endorsed by Oshatz under this Agreement, or necessary for the Secured Party to enforce its rights hereunder.

SECTION 9. Binding Effect. This Agreement shall be binding upon, inure to the benefit of and be enforceable by Oshatz, Secured Party and their respective successors and assigns. Oshatz may not assign, transfer, hypothecate or otherwise convey its rights, benefits, obligations or duties hereunder except as specifically permitted by the Guarantee.

SECTION 10. Governing Law. This Agreement shall be governed by, and construed in accordance with, the law of the State of New York, except as required by mandatory provisions of law or to the extent the validity, perfection or priority of the security interests hereunder, or the remedies hereunder, in respect of any Collateral are governed by the law of a jurisdiction other than New York.

SECTION 11. Entire Agreement; Amendment. This Agreement and the Guarantee, together with the Schedule A hereto, contains the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior drafts and communications relating to such subject matter. Neither this Agreement nor any provision hereof may be modified, amended or waived except by the written agreement of the parties, as provided in the Guarantee. Notwithstanding the foregoing, Secured Party unilaterally may re-execute this Agreement or modify, amend or supplement the Schedule A hereto as provided in Section 6 hereof. To the extent that any provision of this Agreement conflicts with any provision of the Guarantee, the provision giving Secured Party greater rights or remedies shall govern, it being understood that the purpose of this Agreement is to add to, and not detract from, the rights granted to Secured Party under Guarantee.

SECTION 12. Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement. Delivery of an executed counterpart of this Agreement by facsimile shall be equally as effective as delivery of a manually executed counterpart. Any party hereto delivering a counterpart of this Agreement by facsimile shall also deliver a manually executed counterpart, but the failure to so deliver a manually executed counterpart shall not affect the validity, enforceability, or binding effect hereof.

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SECTION 13. Termination. Upon payment and performance in full of all Obligations, the security interests created by this Agreement shall terminate and Secured Party (at Oshatz' expense) shall promptly execute and deliver to Oshatz such documents and instruments reasonably requested by Oshatz as shall be necessary to evidence termination of all such security interests given by Oshatz to Secured Party hereunder, including cancellation of this Agreement by written notice from Secured Party to the PTO.

SECTION 14. No Inconsistent Requirements. Oshatz acknowledges that this Agreement and the other documents, agreements and instruments entered into or executed in connection herewith may contain covenants and other terms and provisions variously stated regarding the same or similar matters, and Oshatz agrees that all such covenants, terms and provisions are cumulative and all shall be performed and satisfied in accordance with their respective terms.

SECTION 15. Severability. If one or more provisions contained in this Agreement shall be invalid, illegal or unenforceable in any respect in any jurisdiction or with respect to any party, such invalidity, illegality or unenforceability in such jurisdiction or with respect to such party shall, to the fullest extent permitted by applicable law, not invalidate or render illegal or unenforceable any such provision in any other jurisdiction or with respect to any other party, or any other provisions of this Agreement.

SECTION 16. Notices. All notices and other communications hereunder shall be in writing and shall be mailed, sent or delivered in accordance with the Guarantee.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement, as of the date first above written.



Steven Oshatz

ROSENTHAL & ROSENTHAL, INC.

By: 

Title: _____

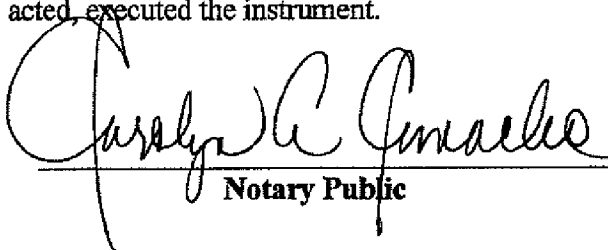
TRADEMARK

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STATE OF New York)
 : ss.:
COUNTY OF New York ()

On the 4th day of May in the year 2007 before me, the undersigned, personally appeared Steven Oshatz, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

CAROLYN A. CAMACHO
NOTARY PUBLIC, State of New York
No. 01CA6148806
Qualified in Kings County
Commission Expires June 26, 2010

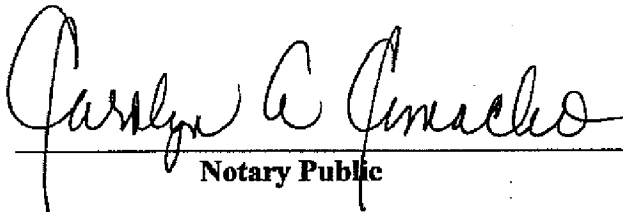


Notary Public

STATE OF New York)
 : ss.:
COUNTY OF New York ()

On the 4th day of May in the year 2007 before me, the undersigned, personally appeared J.MICHAEL STANLEY, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

CAROLYN A. CAMACHO
NOTARY PUBLIC, State of New York
No. 01CA6148806
Qualified in Kings County
Commission Expires June 26, 2010



Notary Public

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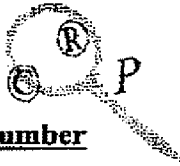
SCHEDULE A

Trademark	Serial Number	Registration Number
Rubber Doll	76978230	3142757
Rubber Doll	76481748	
Rubber Doll	76977460	2960670
Rubber Doll	76977459	2947578
RDOLL		3131039

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TRADEMARK CHAIN OF TITLE SEARCH



<u>Number</u>	<u>Mark</u>	<u>Assignments</u>	<u>Status</u>
2947578	RUBBER DOLL	0	Registered

Registration Number: 2947578

Mark (words only): RUBBER DOLL

Current Status: Registered.

Date of Status: 2005-05-10

Filing Date: 2003-01-13

Registration Date: 2005-05-10

Register: Principal

LAST APPLICANT(S)/OWNER(S) OF RECORD

1. OSHATZ, STEVEN L.

Address:

OSHATZ, STEVEN L.

51 Diamond Drive

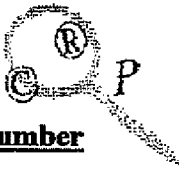
Newtown, PA 189402404

United States

Legal Entity Type: Individual

Country of Citizenship: United States

TRADEMARK CHAIN OF TITLE SEARCH



<u>Number</u>	<u>Mark</u>	<u>Assignments</u>	<u>Status</u>
2960670	RUBBER DOLL	0	Registered

Registration Number: 2960670

Mark (words only): RUBBER DOLL

Standard Character claim: No

Current Status: Registered.

Date of Status: 2005-06-07

Filing Date: 2003-01-13

Registration Date: 2005-06-07

Register: Principal

LAST APPLICANT(S)/OWNER(S) OF RECORD

1. OSHATZ, STEVEN L.

Address:

OSHATZ, STEVEN L.

51 Diamond Drive

Newtown, PA 189402404

United States

Legal Entity Type: Individual

Country of Citizenship: United States

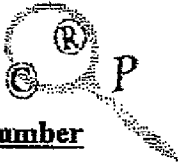
IP Research Plus Inc.

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TRADEMARK CHAIN OF TITLE SEARCH



<u>Number</u>	<u>Mark</u>	<u>Assignments</u>	<u>Status</u>
76-481748	RUBBER DOLL	0	Extension 4 Granted

Serial Number: 76481748

Registration Number: (NOT AVAILABLE)

Mark (words only): RUBBER DOLL

Current Status: A request for the fourth extension of time to file a statement of use has been granted.

Date of Status: 2007-02-15

Filing Date: 2003-01-13

The Notice of Allowance Date is: 2004-12-21

Register: Principal

LAST APPLICANT(S)/OWNER(S) OF RECORD

1. OSHATZ, STEVEN L.

Address:

OSHATZ, STEVEN L.

51 Diamond Drive

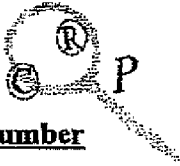
Newtown, PA 189402404

United States

Legal Entity Type: Individual

Country of Citizenship: United States

TRADEMARK CHAIN OF TITLE SEARCH



<u>Number</u>	<u>Mark</u>	<u>Assignments</u>	<u>Status</u>
3142757	RUBBER DOLL	0	Registered

Registration Number: 3142757

Mark (words only): RUBBER DOLL

Current Status: Registered.

Date of Status: 2006-09-12

Filing Date: 2003-01-13

Registration Date: 2006-09-12

Register: Principal

LAST APPLICANT(S)/OWNER(S) OF RECORD

1. OSHATZ, STEVEN L.

Address:

OSHATZ, STEVEN L.
51 Diamond Drive
Newtown, PA 189402404
United States

Legal Entity Type: Individual

Country of Citizenship: United States