

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	SECURITY INTEREST
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CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
OLAMS, INC.		04/26/2007	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	BANK OF AMERICA, N.A., THE
Street Address:	335 Madison Avenue
Internal Address:	Sixth Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10017
Entity Type:	NATIONAL BANK: UNITED STATES

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	2448973	OMNI LOANS
Registration Number:	2479388	OMNI LOANS
Registration Number:	2448974	OMNI MILITARY LOANS
Registration Number:	2486985	OMNI MILITARY LOANS
Registration Number:	2755949	WE LOVE TO SAY YES
Registration Number:	2810184	OMNI FINANCIAL
Registration Number:	2812560	OMNI FINANCIAL

CORRESPONDENCE DATA

Fax Number: (973)425-0161
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 973-425-8748
 Email: jwhitteaker@mdmc-law.com
 Correspondent Name: JOHN F. WHITTEAKER
 Address Line 1: 1300 MOUNT KEMBLE AVENUE

OP \$190.00 2448973

Address Line 2: McELROY, DEUTSCH, MULVANEY & CARPENTER
Address Line 4: MORRISTOWN, NEW JERSEY 07962-2075

ATTORNEY DOCKET NUMBER:	B9582-1001
NAME OF SUBMITTER:	JOHN F. WHITTEAKER
Signature:	/JOHN F. WHITTEAKER/
Date:	05/22/2007

Total Attachments: 9

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Rider to Loan and Security Agreement

Assignment of Trademarks

THIS RIDER TO LOAN AND SECURITY AGREEMENT is executed as of this 16th day of March, 2007, by and between OLAMS, INC., a Delaware corporation, with an office at 1 Radisson Plaza, Suite 804, New Rochelle, New York 10801 ("Olams") (the "Grantor"), and THE BANK OF AMERICA, N.A., as Agent (the "Bank"), with an address at 335 Madison Avenue, Sixth Floor, New York, New York 10017. This Rider is incorporated into and made part of that certain Loan and Security Agreement ("Loan Agreement") between the Grantor and others and the Bank, dated November 20, 2006. All capitalized terms not otherwise defined in this Rider shall have the same meanings ascribed to such terms in the other Loan Agreement.

The Grantor has adopted, used and is using (or has filed applications for the registration of) the trademarks, servicemarks and tradenames listed on Schedule "A" attached hereto and made part hereof (all such marks or names hereinafter referred to as the "Trademarks").

The Bank desires to acquire a lien and security interest on the Trademarks and the registration thereof, together with all the goodwill of the Grantor associated therewith and represented thereby, as security for all of the Obligations (as defined in the Loan Agreement) to the Bank, and the Bank desires to have its security interest in such Trademarks confirmed by a document identifying same and in such form that it may be recorded in the United States Patent and Trademark Office.

NOW, THEREFORE, with the foregoing background deemed incorporated by reference and made a part hereof, the parties hereto, intending to be legally bound hereby, covenant and agree as follows:

- 1. Grant of Security Interest.** In consideration of and pursuant to the terms of the Loan Agreement, and for other good, valuable and sufficient consideration, the receipt of which is hereby acknowledged, and to secure the Grantor's present and future Obligations to the Bank, Grantor grants a lien and security interest to the Bank in all its present and future right, title and interest in and to the Trademarks, together with all licenses thereof, and the goodwill of the Grantor associated with and represented by the Trademarks, and the registration thereof, and the right (but not the obligation) to sue for past, present and future infringements, and the proceeds thereof, including, without limitation, license royalties and proceeds of infringement suits.
- 2. Maintenance of Trademarks.** The Grantor hereby covenants and agrees to maintain the Trademarks in full force and effect until all of the Obligations to the Bank are satisfied in full.
- 3. Representations and Warranties.** The Grantor represents and covenants that: (a) the Trademarks are subsisting and have not been adjudged invalid or unenforceable; (b) each of the Trademarks is valid and enforceable; (c) Grantor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Trademarks, and each of the Trademarks is free and clear of any liens, charges and encumbrances including, without limitation, pledges, assignments, licenses and covenants by the Grantor not to sue third persons; (d) the Grantor has the

unqualified right to enter into this Rider and perform its terms; (e) the Grantor has used, and will continue to use for the duration of this Rider, proper notices as required by 15 U.S.C. §§ 1051-1127 in connection with its use of the Trademarks; and (f) the Grantor has used, and will continue to use for the duration of this Rider, consistent standards of quality in products leased or sold under the Trademarks and hereby grant to the Bank and its employees and agents the right to visit the Grantor's locations which lease, sell, or store products under any of the Trademarks and to inspect the products and quality control records relating thereto at reasonable times and upon reasonable notice during regular business hours to ensure the Grantor's compliance with this subparagraph 3(f).

4. **Covenants.** Grantor further covenants that: (a) until all of the Obligations have been satisfied in full, it will not without the prior written consent of Bank, which consent will not be unanimously withheld, enter into any agreement including, without limitation, license agreements, which are inconsistent with the Grantor's obligations under this Rider; and (b) if the Grantor acquires rights to any new Trademarks, the provisions of this Rider shall automatically apply thereto and the Grantor shall give the Bank prompt written notice thereof along with an amended Schedule "A".

5. **Exclusive Use of Trademarks.** So long as this Rider is in effect and so long as Grantor has not received notice from the Bank that an Event of Default has occurred under the Loan Agreement and that the Bank has elected to exercise its rights hereunder, Grantor shall continue to have the exclusive right to use the Trademarks and the Bank shall have no right to use the Trademarks or issue any exclusive or non-exclusive license with respect thereto, or assign, pledge or otherwise transfer title in the Trademarks to anyone else.

6. **Negative Pledge.** Grantor agrees not to sell, assign, license or further encumber its rights and interest in the Trademarks without prior written consent of the Bank, which consent will not be unanimously withheld.

7. **Remedies Upon Default.** (a) Anything herein contained to the contrary notwithstanding, if and while Grantor shall be in default hereunder or an Event of Default exists under the Loan Agreement, the Grantor hereby covenant and agree that the Bank, as a holder of a security interest under the Uniform Commercial Code, as now or hereafter in effect in New York, and in such other jurisdictions where any trademark may be located may take such action permitted under the Loan Agreement or permitted by law, in its exclusive discretion, to foreclose upon the Trademarks covered hereby.

(b) For such purposes, and in the event of Grantor's default hereunder or an Event of Default under the Loan Agreement and while such default or Event of Default exists, Grantor hereby authorizes and empowers the Bank to make, constitute and appoint any officer or agent of the Bank as the Bank may select, in its exclusive discretion, as the Grantor's true and lawful attorney-in-fact, with the power to endorse the Grantor's name on all applications, documents, assignments, papers and instruments necessary for the Bank to assign or use the Trademarks or to grant or issue any exclusive or non-exclusive license under the Trademarks to anyone else, or necessary for the Bank to assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone else. Grantor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof, except for the gross negligence or wilful misconduct of such attorney. This power of attorney shall

be irrevocable for the life of this Rider and the Loan Agreement, and until all the Obligations are satisfied in full.

(c) Grantor expressly acknowledges that this Rider shall be recorded with the Patent and Trademark Office in Washington, DC. At Bank's request, Grantor shall also execute and deliver to the Bank such documents as the Bank shall reasonably require to assign all rights in the Trademarks to the Bank, which documents shall be held by the Bank, in escrow, until the occurrence of an Event of Default hereunder or under the Loan Agreement. After such occurrence, the Bank may, at its sole option, record such escrowed documents with the Patent and Trademark Office.

8. **Subject to Loan Agreement.** This Rider shall be subject to the terms, provisions and conditions set forth in the Loan Agreement and may not be modified without the written consent of the party against whom enforcement is being sought.

9. **Inconsistent with Loan Agreement.** All rights and remedies herein granted to the Bank shall be in addition to any rights and remedies granted to the Bank under the Loan Agreement. In the event of an inconsistency between this Rider and the Loan Agreement, the language of the Loan Agreement shall control. The terms and conditions of the Loan Agreement are hereby incorporated herein by reference.

10. **Termination of Agreement.** Upon payment and performance of all Obligations under the Loan Agreement and full satisfaction of all of the Grantor's liabilities and obligations to the Bank, the Bank shall execute and deliver to the Grantor all documents necessary to terminate the Bank's security interest in the Trademarks.

11. **Fees and Expenses.** Any and all reasonable fees, costs and expenses, of whatever kind or nature, including the reasonable attorneys' fees and legal expenses incurred by the Bank in connection with the preparation of this Rider and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, reasonable counsel fees, maintenance fees, encumbrances or costs otherwise incurred in protecting, maintaining, preserving the Trademarks, or in defending or prosecuting any actions or proceedings arising out of or related to the Trademarks, in each case in accordance with the terms of this Rider, shall be borne and paid by the Grantor on demand by the Bank and until so paid shall be added to the principal amount of the Obligations to the Bank and shall bear interest at the contract rate therefor.

12. **Prosecution of Trademark Applications.** (a) Subject to the terms of the Loan Agreement, the Grantor shall have the duty to prosecute diligently any Trademark application with respect to the Trademarks pending as of the date of this Rider or thereafter, until the Obligations shall have been satisfied in full, to preserve and maintain all rights in the Trademarks, and upon reasonable request of the Bank, the Grantor shall make federal application on registerable but unregistered Trademarks belonging to any Grantor. Any reasonable expenses incurred in connection with such applications shall be borne by the Grantor. The Grantor shall not abandon any Trademark without the written consent of the Bank.

(b) Grantor shall have the right to bring suit in its own name to enforce the Trademarks, in which event the Bank may, if the Grantor deems it necessary or after an Event of Default under the Loan Agreement, be joined as a nominal party to such suit if the Bank shall have been satisfied that it is not thereby incurring any risk of liability because of such joinder. Grantor shall promptly, upon demand, reimburse and indemnify the Bank for all damages, reasonable costs and reasonable expenses, including attorneys' fees, incurred by the Bank in the fulfillment of the provisions of this paragraph.

13. Additional Remedies. Upon the occurrence of an Event of Default under the Loan Agreement, the Bank may, without any obligation to do so, complete any obligation of Grantor hereunder, in Grantor's name or in the Bank's name, but at the Grantor's expense, and the Grantor hereby agree to reimburse the Bank in full for all reasonable expenses, including reasonable attorneys' fees, incurred by the Bank in protecting, defending and maintaining the Trademarks.

14. GOVERNING LAW. THIS RIDER WILL BE INTERPRETED AND THE RIGHTS AND LIABILITIES OF THE PARTIES HERETO DETERMINED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, EXCLUDING ITS CONFLICT OF LAWS RULES, EXCEPT THAT THE FEDERAL LAWS OF THE UNITED STATES OF AMERICA SHALL GOVERN TO THE EXTENT APPLICABLE.

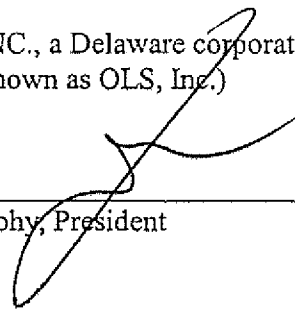
15. Counterparts. This Rider may be signed in any number of counterpart copies and by the parties hereto on separate counterparts, but all such copies shall constitute one and the same instrument.

WITNESS the due execution hereof as a document under seal, as of the date first written above.

ATTEST:
[Corporate Seal]

OLAMS, INC., a Delaware corporation
(formerly known as OLS, Inc.)

By: 
Dana Marsigliano, Secretary

By: 
Andre Bohy, President (SEAL)

BANK OF AMERICA, N.A., AS AGENT

By: _____
Kevin W. Corcoran, Vice President

WITNESS the due execution hereof as a document under seal, as of the date first written above.

ATTEST:
[Corporate Seal]

OLAMS, INC., a Delaware corporation
(formerly known as OLS, Inc.)

By: _____
Dana Marsigliano, Secretary

By: _____ (SEAL)
Andre Bohy, President

BANK OF AMERICA, N.A., AS AGENT

By: *Kevin W. Corcoran V.P.*
Kevin W. Corcoran, Vice President

STATE OF NEW YORK :
COUNTY OF KINGS :

On this the 16TH day of MARCH, 2007, before me, a Notary Public, the undersigned officer, personally appeared Kevin W. Corcoran, who acknowledged himself to be the Vice President of Bank of America, N.A., as Agent and that he, as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing on behalf of said bank as such officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Hannelore-Gabriela Braunstein
Notary Public

My Commission Expires:

HANNELORE-GABRIELA BRAUNSTEIN
Notary Public, State of New York
No. 01BR060758
Qualified in Kings County
Commission Expires July 2, 2007

STATE OF :
COUNTY OF :

On this the ___ day of _____, 2006, before me, a Notary Public, the undersigned officer, personally appeared Andre Bohy who acknowledged himself to be the President of OLAMS, Inc., a Delaware corporation and that he, as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing on behalf of said corporation as such officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public

My Commission Expires:

STATE OF NEW YORK

:
:
:

COUNTY OF

On this the ___ day of _____, 2007, before me, a Notary Public, the undersigned officer, personally appeared Kevin W. Corcoran, who acknowledged himself to be the Vice President of Bank of America, N.A., as Agent and that he, as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing on behalf of said bank as such officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

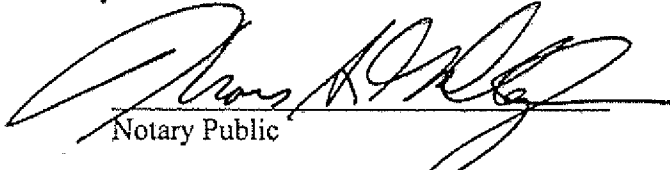
Notary Public

My Commission Expires:

STATE OF *New York* :
COUNTY OF *Westchester* :

On this the *25th* day of *April*, 2007, before me, a Notary Public, the undersigned officer, personally appeared Andre Bohy who acknowledged himself to be the President of OLAMS, Inc., a Delaware corporation and that he, as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing on behalf of said corporation as such officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.


Notary Public

My **THOMAS J. GALLAGHER** Expires:
NOTARY PUBLIC, State of New York
NO. 02GA6068413
Qualified in Westchester County
Commission Expires June 23, 20 10

SCHEDULE "A"
TO
RIDER TO LOAN AGREEMENT - TRADEMARKS

OLAMS, INC.:

<u>TRADEMARK</u>	<u>APPLICATION OR REGISTRATION NO.</u>	<u>REGISTRATION OR FILING DATE</u>
OMNI LOANS (Design)	2,448,973	Registered 5/8/2001
OMNI LOANS (Type Form)	2,479,388	Registered 8/21/2001
OMNI MILITARY LOANS (Design)	2,448,974	Registered 5/8/2001
OMNI MILITARY LOANS (Type Form)	2,486,985	Registered 9/11/2001
WE LOVE TO SAY YES (Typed Form)	2,755,949	Registered 8/26/2001
OMNI FINANCIAL (Typed Form)	2,810,184	Registered 2/03/2004
OMNI FINANCIAL (Design)	2,812,560	Registered 2/10/2004

and all licenses thereof