

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<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>
W-T Global, LLC		04/30/2008	LIMITED LIABILITY COMPANY: NEW YORK
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Capital One, N.A.		
<b>Street Address:</b>	275 Broadhollow Road		
<b>City:</b>	Melville		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	11556-0926		
<b>Entity Type:</b>	INC. ASSOCIATION: NEW YORK		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2212766	WARREN-TRICOMI	
Registration Number:	2654841	WT	
Registration Number:	3238428	WARREN-TRICOMI	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(516)357-3333		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	516-357-3512		
<b>Email:</b>	harvey.epstein@rivkin.com		
<b>Correspondent Name:</b>	Rivkin Ralder LLP - Harvey Epstein		
<b>Address Line 1:</b>	926 RexCorp Plaza		
<b>Address Line 2:</b>	10th Floor West		
<b>Address Line 4:</b>	Uniondale, NEW YORK 11556-0926		
<b>ATTORNEY DOCKET NUMBER:</b>	9398-137		
<b>NAME OF SUBMITTER:</b>	Rivkin Ralder LLP		

**CH \$90.00 2212766**

Signature:

/RRLLP-EPM for HE/

Date:

05/02/2008

**Total Attachments: 12**

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### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

<b>1. Name of conveying party(ies):</b> W-T Global, LLC  <input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Corporation- State: _____ <input checked="" type="checkbox"/> Other <u>limited liability company</u> Citizenship (see guidelines) <u>USA (New York)</u> Additional names of conveying parties attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		<b>2. Name and address of receiving party(ies)</b> <input type="checkbox"/> Yes Additional names, addresses, or citizenship attached? <input checked="" type="checkbox"/> No  Name: <u>Capital One, N.A.</u> Internal Address: _____ Street Address: <u>275 Broadhollow Road</u> City: <u>Melville</u> State: <u>New York</u> Country: <u>USA</u> Zip: <u>11747</u> <input checked="" type="checkbox"/> Association      Citizenship <u>United States</u> <input type="checkbox"/> General Partnership      Citizenship _____ <input type="checkbox"/> Limited Partnership      Citizenship _____ <input type="checkbox"/> Corporation      Citizenship _____ <input type="checkbox"/> Other _____      Citizenship _____ If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No (Designations must be a separate document from assignment)	
<b>3. Nature of conveyance )/Execution Date(s) :</b> Execution Date(s) <u>April</u> , 2008  <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____			
<b>4. Application number(s) or registration number(s) and identification or description of the Trademark.</b> A. Trademark Application No.(s) B. Trademark Registration No.(s) <u>2212766, 2654841, 3238428</u>  Additional sheet(s) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown): <u>Warren-Tricomi, WT</u>			
<b>5. Name &amp; address of party to whom correspondence concerning document should be mailed:</b> Name: <u>Harvey Epstein, Esq.</u> Internal Address: _____ Street Address: <u>Rivkin Radler LLP</u> <u>926 RexCorp Plaza</u> City: <u>Uniondale</u> State: <u>New York</u> Zip: <u>11556-0926</u> Phone Number: <u>(516) 357-3000</u> Fax Number: <u>(516) 357-3333</u> Email Address: <u>harvey_epstein@rivkin.com</u>		<b>6. Total number of applications and registrations involved:</b> <input type="text" value="3"/>	
		<b>7. Total fee (37 CFR 2.6(b)(6) &amp; 3.41)</b> \$ <u>90.00</u> <input type="checkbox"/> Authorized to be charged by credit card <input type="checkbox"/> Authorized to be charged to deposit account <input type="checkbox"/> Enclosed	
		<b>8. Payment Information:</b> a. Credit Card      Last 4 Numbers _____ Expiration Date _____ b. Deposit Account Number _____ Authorized User Name _____	
<b>9. Signature:</b> <u>Harvey Epstein</u> Signature <u>Harvey Epstein, Esq.</u> Name of Person Signing		<u>May 4, 2008</u> Date Total number of pages including cover sheet, attachments, and document: <input type="text" value="12"/>	

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

**TRADEMARK AND TRADENAME**  
**SECURITY AGREEMENT AND MORTGAGE**

THIS TRADEMARK AND TRADENAME SECURITY AGREEMENT AND MORTGAGE (together with all amendments, if any, from time to time hereto, the "Trademark Security Agreement") is made as of this 30th day of April, 2008 by **W-T GLOBAL, LLC**, a New York limited liability company (the "Company") in favor of **CAPITAL ONE, N.A.** (the "Bank").

**BACKGROUND STATEMENT**

(A) WHEREAS, 768 Fifth Avenue LLC, Joel B. Warren, Edward Tricomi and Roxana Pintilie (individually and collectively, the "Borrower") have entered into a Letter Agreement dated as of the date hereof (as amended and in effect from time to time, the "**Letter Agreement**", (and all documents in connection with the Letter Agreement including, without limitation, this Security Agreement are collectively, the "**Loan Documents**"), with the Bank, pursuant to which the Bank, subject to the terms and conditions contained therein, is to make loans or otherwise to extend credit to the Borrower; and

(B) WHEREAS, the Company, together with certain other affiliates of the Borrower, have jointly and severally guaranteed the obligations of the Borrower to the Bank pursuant to that certain Guaranty dated as of the date hereof (the "Guaranty"); and

(C) WHEREAS, the Company is the owner and holder of the Trademarks listed on Schedule A annexed hereto and made a part hereof, together with all of the goodwill of the business symbolized by each of the Trademarks; and

(D) WHEREAS, it is a condition precedent to the Bank's making any loans or otherwise extending credit to the Borrower under the Letter Agreement that the Company execute and deliver to the Bank a security agreement in the form hereof; and

(E) WHEREAS, the Company wishes to grant security interests in favor of the Bank as herein provided.

NOW, THEREFORE, in consideration of the foregoing, in consideration of the premises set forth in the Letter Agreement, the Borrower hereby agrees with the Bank for their benefit as follows:

1. Certain Defined Terms. As used in this Trademark Security Agreement, unless the context otherwise requires:

(a) "Collateral" Shall mean, collectively and individually--

(i) each of the Trademarks listed on Schedule A annexed hereto and made a part hereof and the goodwill of the business symbolized by each of those Trademarks;

(ii) each of the Licenses;

(iii) all accounts, contract rights and general intangibles of the Company arising under or relating to the Licenses, whether now existing or hereafter arising, including, without limitation, (1) all moneys due and to become due under any License, (2) any damages arising out of or for breach or default in respect of any such License, (3) all other amounts from time to time paid or payable under or in connection with any such License, and (4) the right of the Company to terminate any such License or to perform and to exercise all remedies thereunder;

(iv) any claims by the Company against third parties, and all proceeds of suits, for infringement of the Trademarks, and the rights to sue for past, present and future infringements and all rights corresponding thereto; and

(v) as to all of the foregoing (i) through (iv) inclusive, and any and all cash proceeds, non-cash proceeds and products thereof, additions and accessions thereto, replacements and substitutions therefor, and all related books, records, journals, computer print-outs and data, of the Company.

(b) "Licenses" Collectively and individually, any and all Trademark license agreements granted by the Company to third parties, whether now existing or hereafter arising, as any of same may from time to time be amended or supplemented.

(c) "Obligations" Means any and all obligations of the Borrower or the Company under the Letter Agreement, the notes issued thereunder, the Guaranty and the other Loan Documents.

(d) "Trademarks" Collectively and individually, all--

(i) trademarks, trade names, trade dress, service marks, prints and labels on which said trademarks, trade names, trade dress and service marks have appeared or appear, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all right, title and interest therein and thereto, all applications thereof filed under the Lanham Act, and all registrations and recordings of any of the foregoing, including, without limitation, registrations and recordings in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof, or any other country or any political subdivision thereof, all whether now or hereafter owned or licensable by the Company, including, but not limited to, those listed on Schedule A annexed hereto and made a part hereof; and

(ii) trademarks, trade names, trade dress and service marks, whether now or hereafter owned by the Company which has not or is not required to be registered or recorded in any jurisdiction; and

(iii) reissues, extensions or renewals thereof and all licenses thereof (including, without limitation, all license agreements).

2. Grant of Security. To secure payment and performance of all of the Obligations, the Company hereby mortgages to and pledges to the Bank and grants and conveys to the Bank a security interest in all of the Company's right, title and interest in and to the Collateral, which

security interest shall remain in full force and effect until all of the Obligations are fully paid and satisfied.

3. Representations, Warranties and Covenants of the Company. The Company hereby, to the best of its knowledge, represents and warrants, covenants and agrees as follows:

(a) Title to the Trademarks. The Company has sole, exclusive, full, clear and unencumbered right, title and interest in and to the Trademarks and the registrations of the Trademarks are valid and subsisting and in full force and effect. The Trademarks have not been abandoned, suspended, voluntarily terminated or canceled by the Company, have not been adjudged invalid or unenforceable and, to the best of the Company's knowledge, there is no reason why the Trademarks should be adjudged invalid or unenforceable.

(b) Use of the Trademarks. Except to the extent that (i) the Bank, upon prior written notice by the Company shall consent, or (ii) the Company determines in its reasonable business judgment that a Trademark of the Company has negligible economic value or such Trademark is no longer utilized in the ordinary course of the Company's business, the Company (either itself or through licensees) has used and will continue to use the Trademarks on each and every trademark class of goods and services applicable to its current line and/or business, including, as reflected in its current catalogs, brochures and price lists in order to maintain the Trademarks in full force free from any claim of abandonment for nonuse and the Company will not (and will not permit any licensee thereof to) do any act or knowingly omit to do any act whereby any of the Trademarks may become invalidated, abandoned, unenforceable, avoided, avoidable or otherwise materially diminished in value, and shall notify the Bank immediately if it knows of any reason or has reason to know of any ground under which any of the foregoing may occur.

(c) License or Assignment of Trademarks. Without the prior written consent of the Bank, the Company shall not license or assign any of the Trademarks to any party.

(d) Further Assurances. The Company will perform all acts and execute all further instruments and documents, including, without limitation, assignments for security in form suitable for filing with the United States Patent and Trademark Office, reasonably requested by the Bank at any time to evidence, perfect, maintain, record and enforce the Bank's interest in the Collateral or otherwise in furtherance of the provisions of this Trademark Security Agreement, and the Company hereby authorizes the Bank to execute and file (with or without the signature of the Company) one or more financing statements (and similar documents) or copies thereof or this Trademark Security Agreement with respect to the Collateral signed only by the Bank.

(e) Pledge of Additional Trademarks. In the event the Company, either itself or through any agent, employee, licensee or designee shall:

(i) file or record an application for the registration of any Trademark with the United States Patent and Trademark Office or any similar office or agency of the United States, any State thereof, or any other country or any political subdivision thereof; or

(ii) file or record any assignment of any Trademark which the Company may acquire, own or license from a third party, with the United States Patent and Trademark Office or any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof;

the Company shall promptly, but in no event more than fifteen (15) days subsequent to such filing, notify the Bank thereof, and, upon request of the Bank shall promptly, but in no event more than twenty (20) days subsequent to such notice, execute and deliver any and all assignments, agreements, instruments, documents and papers as the Bank may reasonably request to evidence the Bank's interest in such trademark and the goodwill of the Company relating thereto or represented thereby. The Company hereby grants the Bank a power of attorney, irrevocable until the Obligations are fully paid and satisfied, to modify this Trademark Security Agreement by amending Schedule A, as applicable, to include any future Trademarks or Licenses, including, without limitation, registrations or applications appurtenant thereto, covered by this Trademark Security Agreement.

(f) Company's Authority, Etc. The Company has the right and power to mortgage and pledge the Collateral and to grant the security interest in the Collateral herein granted; and the Collateral is not now, and at all times hereafter will not be subject to any liens, licenses, pledges, assignments, registered license agreement, covenants not to sue by the Borrower or other encumbrance of any nature whatsoever, and the Company has not received any notice from any third party claiming any right or interest in and to any of the Collateral or that the Company's use thereof infringes the rights of any third party.

(g) Negative Pledge. The Company will not, without the prior written consent of the Bank (which shall not be unreasonably withheld, conditioned or delayed), assign (by operation of law or otherwise), sell, mortgage, lease, transfer, pledge, hypothecate, grant a security interest in or lien upon, grant an exclusive or non-exclusive license upon, or otherwise encumber, grant rights to any other person upon or dispose of any of the Collateral, and nothing in this Trademark Security Agreement shall be deemed a consent by the Bank to any such action. The Company shall defend the Collateral against and shall take such other action as is necessary to remove any lien, security interest, claim, right or other encumbrance of any nature whatsoever in or to the Collateral, and will defend the right, title and interest of the Bank in and to any of the Company's rights under the Collateral against the claims or demands of all persons whomsoever.

(h) No Additional Trademarks. As of the date hereof, the Company, the Borrower and each of their respective affiliates does not own any Trademarks, or have any Trademarks registered in or the subject of pending applications in the United States Patent and Trademark Office or any similar office or agency in any other country or any political subdivision thereof, other than those grants, registrations or applications for registrations listed on Schedules A annexed hereto and made a part hereof.

(i) Additional Further Assurances. The Company will take all necessary steps in any proceeding before the United States Patent and Trademark Office or any similar office or agency in any other country, or any political subdivision thereof, (i) to maintain each registration and grant of the Trademarks and Licenses, and (ii) in accordance with its reasonable business judgment and at its expense, to halt any infringement of the Trademarks and shall

properly exercise its duty to control the nature and quality of the goods and/or services offered by any licensees in connection with the Licenses.

(j) Responsibility and Liability. The Company assumes all responsibility and liability arising from the use of the Trademarks and Licenses, and hereby indemnifies and holds the Bank and each director, officer, employee, affiliate and agent thereof, harmless from and against any claim, suit, loss, damage or expense (including reasonable attorneys' fees and expenses) arising out of any alleged defect in any product manufactured, promoted or sold by the Company in connection with any of the Trademarks or otherwise arising out of the Company's operation of its business from the use of the Trademarks. In any suit, proceeding or action brought by the Bank under any License for any sum owing thereunder, or to enforce any provisions of such License, the Company will indemnify and keep the Bank harmless from and against all reasonable expense, loss or damage suffered by reason of any defense, set off, recoupment, claim, counterclaim, reduction or liability whatsoever of the obligee thereunder or arising out of a breach of the Company of any obligation thereunder or arising out of any other agreement, indebtedness or liability at any time owing to or in favor of such obligee or its successors from the Company, and all such obligations of the Company shall be and remain enforceable against and only against the Company and shall not be enforceable against the Bank.

(k) Bank's Rights. The Bank may, in its sole discretion, pay any amount or do any act required of the Company hereunder or requested by the Bank to preserve, defend, protect, maintain, record or enforce the Company's obligations contained herein, the Obligations, the Collateral, or the right, title and interest granted the Bank herein, and which the Company fails to do or pay, and any such payment shall be deemed an advance by the Bank to the Borrower and shall be payable on demand together with interest thereon at the default rate as specified in the Letter Agreement.

(l) Protection of the Trademarks. The Company agrees that if it learns of any use by any person of any term or design likely to cause confusion with any Trademark, or of any claim of any lien, security interest, claim, right or other encumbrance of any nature whatsoever in or to the Collateral, the Company shall promptly notify the Bank of such use, lien, security interest, claim, right or other encumbrance and, if requested by the Bank, shall join with the Bank, at the Company's expense, in such action as the Bank, in its reasonable discretion, may deem advisable for the protection of the Bank's interest in and to the Trademarks, it being understood that the foregoing shall not preclude the Company from bringing an action against a person for the protection of the Company's interest in and to such Trademarks.

#### 4. Remedies.

(a) Upon the occurrence and during the continuance of an Event of Default (as defined in the Loan Letter), in addition to all other rights and remedies of the Bank, whether under law, in equity or otherwise (all such rights and remedies being cumulative, not exclusive and enforceable alternatively, successively or concurrently):

(i) the Bank shall have all of the rights and remedies set forth in the Letter Agreement;



(ii) immediately upon the Bank's written request, the Company shall not make any further use of the Trademarks or any mark similar thereto for any purposes except in the ordinary course of business;

(iii) the Bank may, at any time and from time to time, license, whether general, special or otherwise, and whether on an exclusive or nonexclusive basis, any of the Trademarks, throughout the world for such term or terms, on such conditions, and in such manner, as the Bank shall in their sole discretion determine;

(iv) the Bank may (without assuming any obligations or liability thereunder), at any time, enforce (and shall have the exclusive right to enforce) against any licensee or sublicensee all rights and remedies of the Company in, to and under any one or more license agreements with respect to the Collateral, including, without limitation the Licenses, and take or refrain from taking any action under any license or sublicense thereof, and the Company hereby releases the Bank from, and agree to hold the Bank free and harmless from and against, any claims arising out of any such action taken or omitted to be taken with respect to any such license agreements;

(v) the Bank may foreclose upon the Collateral for the purpose of using, assigning, selling or otherwise disposing of the Collateral or any of it, either with or without special or other conditions or stipulations, and record any documents with the United States Patent and Trademark Office necessary to evidence the Bank's ownership in the Collateral;

(vi) the Bank may appear before the United States Patent and Trademark Office as owner of the Collateral, without recording or filing any documents to evidence the Bank's ownership in the Collateral;

(vii) whether or not the Bank forecloses upon the Collateral in accordance with this Trademark Security Agreement, the Bank may, at any time and from time to time, assign, sell, or otherwise dispose of, the Collateral or any of it either with or without special or other conditions or stipulations, with power to buy the Collateral or any part of it, and with power also to execute assurances, and do all other acts and things for completing the assignment, sale or disposition which the Bank shall, in its sole discretion, deem appropriate or proper; and

(viii) in addition to the foregoing, in order to implement the assignment, sale or other disposal of any of the Collateral, the Bank may, at any time, pursuant to the authority granted in the Power of Attorney, as described in Paragraph 6 below, execute and deliver on behalf of the Company, one or more instruments of assignment of the Trademarks (or any application or registration thereof), in form suitable for filing, recording or registration in any country. The Company agrees to pay when due all reasonable costs and expenses incurred in any such transfer of the Trademarks, including any taxes, fees and reasonable attorneys' fees, and all such costs shall be added to the Obligations. The Bank may apply the proceeds actually received from any such license, assignment, sale or other disposition to the payment of the Obligations as provided for in the Letter Agreement. The Company shall remain liable for any deficiency with respect to the Obligations, which shall bear interest and be payable at the Default

Rate under the Letter Agreement. The rights of the Company to receive any surplus shall be subject to any duty of the Bank imposed by law to the holder of any subordinate security interest in the Collateral known to the Bank. Nothing contained herein shall be construed as requiring the Bank to take any such action at any time.

(b) Notwithstanding anything contained in this Trademark Security Agreement to the contrary, the Bank shall not foreclose upon, dispose of or be deemed the owner of any Trademark unless and until the Bank have provided the Company with not less than fifteen (15) days advance written notice of its intent to foreclose upon, dispose of or take an ownership interest in any Trademark.

5. Bank's Appointment as Attorney-in-Fact. The Company hereby irrevocably constitutes and appoints the Bank, and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full irrevocable power and authority in the place and stead of the Company and in the name of the Company or in its own name, from time to time in the Bank's discretion (following the occurrence of an Event of Default), for the purposes of carrying out the terms of this Trademark Security Agreement, to take any and all appropriate action and to execute any and all documents and instruments which may be necessary or desirable to accomplish the purposes of this Trademark Security Agreement.

6. Amendments and Modification. No provision hereof shall be modified, altered, waived or limited except by a written instrument expressly referring to this Trademark Security Agreement and executed by the party to be charged.

7. Binding Nature. This Trademark Security Agreement shall be binding upon and inure to the benefit of the successors, assigns or other legal representatives of the Company, and shall, together with the rights and remedies of the Bank hereunder, be binding upon and inure to the benefit of the Bank, its successors, assigns or other legal representatives.

8. GOVERNING LAW. THIS TRADEMARK SECURITY AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO THE CONFLICT OF LAW PRINCIPLES THEREOF INSOFAR AS SUCH PRINCIPLES WOULD DEFER TO THE SUBSTANTIVE LAWS OF SOME OTHER JURISDICTION. THIS NEW YORK LAW ELECTION IS BEING MADE, IN WHOLE OR IN PART, IN RELIANCE ON NEW YORK GENERAL OBLIGATIONS LAW SECTION 5-1401.

9. Notices. All notices, requests, demands and other communications provided for hereunder shall be in writing (unless otherwise expressly provided herein) and shall be sent and deemed to have been received as set forth in the Letter Agreement.

10. Continuing Security Interest; Assignments. This Trademark Security Agreement shall create a continuing security interest in the Collateral and shall (a) remain in full force and effect until payment in full in cash or in another manner acceptable to Bank and satisfaction of the Obligations, (b) be binding upon and inure to the benefit of, and be enforceable by, the Company, its successors and assigns, and (c) be binding upon and inure to the benefit of, and be enforceable by, the Bank and its successors, transferees and assigns. Upon the payment in full in

cash or in another manner acceptable to Bank and satisfaction of the Obligations then outstanding, the security interest granted hereby shall terminate and all rights granted as security in the Collateral to the Bank shall revert to the Company. Upon any such termination, the Bank will, at Company's expense, execute and deliver to the Company such documents as the Company shall reasonably request to evidence such termination.

11. Counterparts. This Trademark Security Agreement may be executed in counterparts, each of which, when taken together, shall be deemed one and the same instrument.

12. Headings. Section headings herein are included for convenience of reference only and shall not constitute a part of this Trademark Security Agreement for any other purpose.

13. Acknowledgment of Receipt. The Company acknowledges receipt of a copy of this Trademark Security Agreement.

14. No Waiver. No course of dealing between the Company and the Bank, and no delay or omission of the Bank in exercising or enforcing any of the Bank's rights and remedies hereunder shall constitute a waiver thereof; and no waiver by the Bank of any Event of Default shall operate as a waiver of any other Event of Default.

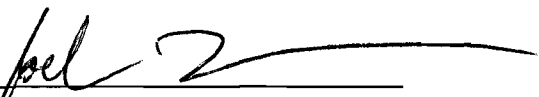
15. Severability. If any of the provisions of this Trademark Security Agreement shall contravene or be held invalid under the laws of any jurisdiction, this Trademark Security Agreement shall be construed as if not containing such provisions and the rights, remedies, warranties, representations, covenants, and provisions hereof shall be construed and enforced accordingly in such jurisdiction and shall not in any manner affect such provision in any other jurisdiction, or any other provisions of this Trademark Security Agreement in any jurisdiction.

16. Interest Granted to Bank. Notwithstanding any provision of this Trademark Security Agreement to the contrary, the interest granted to the Bank under this Trademark Security Agreement is intended to be a pledge and a security interest only, and the execution of this Trademark Security Agreement is not intended to create an assignment or a transfer of title or any other property rights to the Trademarks.

17. WAIVER OF JURY TRIAL. THE COMPANY WAIVES TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT ON ANY MATTER WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS TRADEMARK SECURITY AGREEMENT.

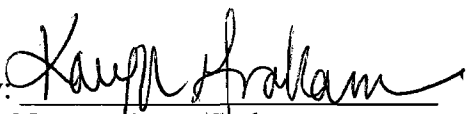
IN WITNESS WHEREOF, the Company has caused this Trademark Security Agreement to be duly executed as of the day and year first above written.

W-T GLOBAL, LLC

By:   
Name: Joel B. Warren  
Title: Member / General Manager

Acknowledged and Agreed:

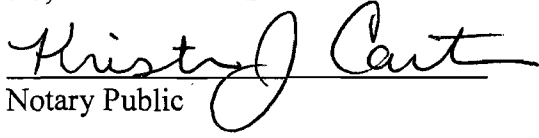
**CAPITAL ONE, N.A.**

By:   
Name: Karyn Graham  
Title: Vice President

ACKNOWLEDGMENT

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

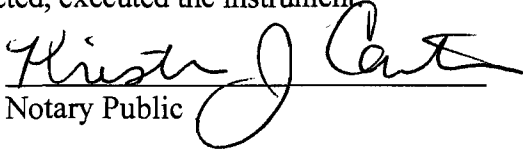
On the 30th day of April, 2008, before me, the undersigned, a notary public in and for said State, personally appeared Joel B. Warren, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person on behalf of which the individual(s) acted, executed the instrument.

  
Notary Public

**KRISTIN J. CARTER**  
Notary Public, State of New York  
No. 01CA6127617  
Qualified in Queens County  
Commission Expires May 31, 2009

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

On the 30th day of April, 2008, before me, the undersigned, a notary public in and for said State, personally appeared Karyn Graham, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person on behalf of which the individual(s) acted, executed the instrument.

  
Notary Public

**KRISTIN J. CARTER**  
Notary Public, State of New York  
No. 01CA6127617  
Qualified in Queens County  
Commission Expires May 31, 2009

**SCHEDULE A TO SECURITY AGREEMENT AND MORTGAGE**

**TRADEMARKS**

<u>Trademark</u>	<u>Registration/Serial Number</u>	<u>Date of Registration</u>
Warren-Tricomi	3238428	05/01/07
Warren-Tricomi	2212766	12/22/98
WT	2654841	11/26/02