

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
BH S&B Holdings LLC		08/26/2008	LIMITED LIABILITY COMPANY: DELAWARE
BHY S&B Holdco LLC		08/26/2008	LIMITED LIABILITY COMPANY: DELAWARE
BH S&B Lico LLC		08/26/2008	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Ableco Finance LLC, as Collateral Agent
Street Address:	299 Park Avenue, 23rd Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10171
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 27

Property Type	Number	Word Mark
Serial Number:	78756953	4004
Serial Number:	78882592	BUILTRITE
Serial Number:	77147536	EVERYONE LOVES THE LONGBALL
Serial Number:	78974407	
Serial Number:	78974412	
Serial Number:	77193996	UNISOURCE
Serial Number:	77194009	UNISOURCE GROUP
Serial Number:	77178147	FAVORED BRANDS
Serial Number:	77178154	BALLER BRANDS
Serial Number:	77178134	STRIKING BRANDS
Serial Number:	77178024	SYMBOLIC BRANDS

CH \$690.00 78756953

Serial Number:	78756812	STEVE & BARRY'S
Serial Number:	78756839	SB
Serial Number:	78756827	S&B
Serial Number:	78859708	DO YOU FEEL ME?
Serial Number:	78859696	YOU FEEL ME?
Serial Number:	77036351	S.L.A.M. TOUR
Serial Number:	77036512	SLAM TOUR
Serial Number:	77037222	SPORTS LIFESTYLE AND MUSIC TOUR
Serial Number:	77154805	
Serial Number:	77154790	BELIEVE IT
Serial Number:	77216610	FOR AROUND \$10
Serial Number:	77311774	S&B MIX
Serial Number:	75654133	STEVE & BARRY'S UNIVERSITY SPORTSWEAR
Serial Number:	77063928	STEVE & BARRY'S UNIVERSITY SPORTSWEAR
Serial Number:	77331612	PREVOR AND SHORE
Serial Number:	77331677	PREVOR & SHORE

CORRESPONDENCE DATA

Fax Number: (212)230-7740
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 212-318-6556
 Email: kathleenmangual@paulhastings.com
 Correspondent Name: Kathleen Mangual
 Address Line 1: c/o Paul Hastings, LLP
 Address Line 2: 75 East 55th Street
 Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	45140.00206 BH S&B
NAME OF SUBMITTER:	Kathleen Mangual
Signature:	/s/ Kathleen Mangual
Date:	09/10/2008

Total Attachments: 24

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 26th day of August, 2008, among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and ABLECO FINANCE LLC, a Delaware limited liability company ("Ableco"), in its capacity as collateral agent for the Lender Group (together with its successors, and assigns, if any, in such capacity, "Collateral Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Financing Agreement dated as of August 26, 2008 (as amended, restated, supplemented or otherwise modified from time to time, including all exhibits and schedules thereto, the "Financing Agreement") among BH S&B Holdings LLC, a Delaware limited liability company ("Borrower"), the lenders from time to time party thereto (each a "Lender" and collectively, the "Lenders"), Collateral Agent, and Ableco, as administrative agent for the Lenders (together with its successors and assigns, if any, in such capacity, "Administrative Agent"), the Lender Group is willing to make certain financial accommodations available to Borrower from time to time pursuant to the terms and conditions thereof;

WHEREAS, the members of the Lender Group are willing to make the financial accommodations to Borrower as provided for in the Financing Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Collateral Agent, for the benefit of Lender Group, that certain Security Agreement dated of even date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Collateral Agent, for the benefit of Lender Group, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or the Financing Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to Collateral Agent, for the benefit of the Lender Group, a continuing first priority security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral");

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all goodwill, trade secrets, proprietary or confidential information, technical information, procedures, formulae, quality control standards, designs, operating and training manuals, customer lists, and other General Intangibles with respect to the foregoing;

(c) all reissues, continuations or extensions of the foregoing;

(d) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(e) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademark licensed under any Intellectual Property License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Intellectual Property License.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of all the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantors, or any of them, to Collateral Agent, the Lender Group, or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Collateral Agent, for the benefit of the Lender Group, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Collateral Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section 5, Grantors hereby authorize Collateral Agent unilaterally to modify this Agreement by amending Schedule I to include any such new trademark rights of Grantors. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Collateral Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

7. CONSTRUCTION. Unless the context of this Trademark Security Agreement or any other Loan Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Trademark Security Agreement or any other Loan Document refer to this Trademark Security Agreement or such other Loan Document, as the case may be, as a whole and not to any particular provision of this Trademark Security Agreement or such other Loan Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise specified. Any reference in this Trademark Security Agreement or in any other Loan Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein or in any other Loan Document to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash (or cash collateralization in accordance with the terms hereof) of all Obligations other than unasserted contingent indemnification Obligations. Any reference herein to any Person shall be construed to include such Person's successors and assigns. Any requirement of a writing contained herein or in any other Loan Document shall be satisfied by the transmission of a Record and any Record so

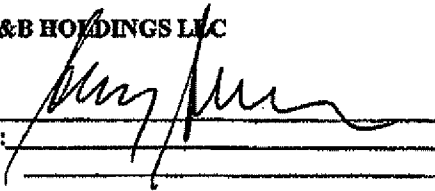
transmitted shall constitute a representation and warranty as to the accuracy and completeness of the information contained therein.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTORS:

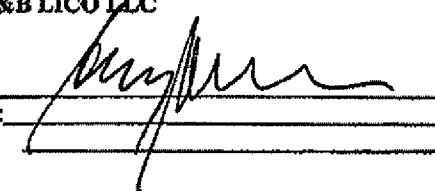
BH S&B HOLDINGS LLC

By: 
Name: _____
Title: _____

BHY S&B HOLDCO LLC

By: _____
Name: _____
Title: _____

BH S&B LICO LLC

By: 
Name: _____
Title: _____

TRADEMARK SECURITY AGREEMENT

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTORS:

BH S&B HOLDINGS LLC

By: _____
Name: _____
Title: _____

BHY S&B HOLDCO LLC

By: _____
Name: _____
Title: _____

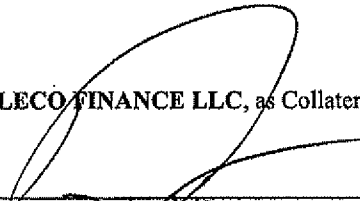
BH S&B LICO LLC

By: _____
Name: _____
Title: _____

TRADEMARK SECURITY AGREEMENT

COLLATERAL AGENT:

ABLECO FINANCE LLC, as Collateral Agent

By: 
Name: DAN WOLFE
Title: PRESIDENT

TRADEMARK SECURITY AGREEMENT


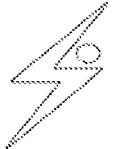
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SCHEDULE 1

to

TRADEMARK SECURITY AGREEMENT

U.S. TRADEMARKS

	TRADEMARK	SERIAL NO	INT'L CLASS	REG NO.	REG. DATE
1.	4004	78756953	025, 035	3264385	7.17.2007
2.	Builtrite	78882592	025		
3.	Everyone Loves The Longball	77147536	009, 018, 025		
4.		78974407	018, 025		
5.		78974412	018, 025		
6.	Unisource	77193996	035		

7.	Unisource Group	77194009	035		
8.	Favored Brands	77178147	035		
9.	Baller Brands	77178154	035		
10.	Striking Brands	77178134	035		
11.	Symbolic Brands	77178024	035		
12.	Steve & Barry's	78756812	018, 025, 035	3189172	12.26.200 6
13.	SB	78756839	018, 025, 035		
14.	S&B	78756827	018, 025, 035		
15.	Do You Feel Me?	78859708	025, 035		
16.	You Feel Me?	78859696	025, 035		
17.	S.L.A.M. Tour	77036351	041		





18.	SLAM Tour	77036512	041		
19.	Sports Lifestyle And Music Tour	77037222	041		
20.		77154805	025		
21.	Believe it	77154790	035		
22.	For Around \$10	77216610	035		
23.	S&B MIX	77311774	041	3453165	6.24.2008
24.	Steve & Barry's University Sportswear	75654133	035	2399262	10.31.200 0
25.	Steve & Barry's University Sportswear	77063928	018, 025	3390814	3.4.2008
26.	PREVOR AND SHORE	77331612	018, 025		
27.	PREVOR & SHORE	77331677	018, 025		

EXHIBIT A
INTERNATIONAL MARKS


CANADA

<u>MARK</u>	<u>APPLICATION NO.</u>	<u>FILING DATE</u>
BUILTRITE	1,351,969	6/15/2007
	1,351,971	6/15/2007
STEVE & BARRY'S	1,351,962	6/15/2007


CHINA

<u>MARK</u>	<u>APPLICATION NO.</u>	<u>FILING DATE</u>
BUILTRITE	6,030,104	4/29/2007
BUILTRITE	6,030,103	4/29/2007
BUILTRITE in Chinese Characters	6,030,102	4/29/2007
BUILTRITE in Chinese Characters	6,030,101	4/29/2007
	6,030,097	4/29/2007
	6,030,096	4/29/2007
STEVE & BARRY'S	6,030,095	4/29/2007
STEVE & BARRY'S	6,030,074	4/29/2007
STEVE & BARRY'S	6,030,073	4/29/2007
STEVE & BARRY'S in Chinese Characters	6,030,072	4/29/2007
STEVE & BARRY'S in Chinese Characters	6,030,071	4/29/2007
STEVE & BARRY'S in Chinese Characters	6,030,070	4/29/2007


EUROPEAN COMMUNITY

<u>MARK</u>	<u>APPLICATION NO.</u>	<u>FILING DATE</u>
BUILTRITE	6,033,071	6/15/2007
	6,036,146	6/15/2007
STEVE & BARRY'S	6,034,326	6/15/2007

INDIA

<u>MARK</u>	<u>APPLICATION NO.</u>	<u>FILING DATE</u>
BUILTRITE	1,544,504	3/28/2007
	1,544,505	3/28/2007
STEVE & BARRY'S	1,544,509	3/28/2007

JAPAN

<u>MARK</u>	<u>APPLICATION NO.</u>	<u>FILING DATE</u>
BUILTRITE	2007-62763 (Reg. No. 5,141,231)	6/19/2007
	2007-62765 (Reg. No. 5,109,956)	6/19/2007
STEVE & BARRY'S	2007-62758	6/19/2007

KOREA

<u>MARK</u>	<u>APPLICATION NO.</u>	<u>FILING DATE</u>
BUILTRITE	40-2007-31969	6/14/2007



STEVE & BARRY'S

40-2007-31967

6/14/2007

45-2007-2374

6/14/2007

PAKISTAN

MARK

APPLICATION NO.

FILING DATE

BUILTRITE

239,105

6/22/2007

BUILTRITE

238,104

6/22/2007



238,099

6/22/2007



238,098

6/22/2007

STEVE & BARRY'S

238,109

6/22/2007

STEVE & BARRY'S

238,108

6/22/2007

STEVE & BARRY'S

238,097

6/22/2007

TAIWAN

MARK

APPLICATION NO.

FILING DATE

BUILTRITE

096,028,708

6/15/2007



096,028,704

6/15/2007

STEVE & BARRY'S

096,028,711

6/15/2007

TRADEMARK LICENSES

Celebrity Endorsements

1. Endorsement and License Agreement dated as of December 5, 2006 by and between Symbolic Brands LLC and Chickiii Productions, Inc as amended and modified by the First Amendment dated February 21, 2008 and as assigned by the Assignment and Assumption Agreement dated September 17, 2007 by and between 4004 Incorporated and Symbolic Brands LLC. (Amanda Bynes)
2. Endorsement and License Agreement dated as of February 27, 2007 by and between Baller Brands LLC and Ben Wallace as assigned by the Assignment and Assumption Agreement dated September 17, 2007 by and between 4004 Incorporated and Baller Brands LLC. (Ben Wallace)
3. Endorsement Agreement dated as of May 2, 2006 by and between Symbolic Brands LLC and Gerry "Bubba" Watson as assigned by the Assignment and Assumption Agreement dated September 17, 2007 by and between 4004 Incorporated and Symbolic Brands LLC. (Bubba Watson).
4. Endorsement and License Agreement dated as of October 21, 2007 by and between Symbolic Brands LLC and Flying Pigz LLC. (Laird Hamilton).
5. Endorsement and License Agreement dated as of February 14, 2008 by and between Symbolic Brands LLC and Muhammad Ali Enterprises LLC. (Muhammad Ali)
6. Endorsement and License Agreement dated as of July 27, 2006 by and between Striking Brands LLC and 45220, Inc. as assigned by the Assignment and Assumption Agreement dated September 17, 2007 by and between 4004 Incorporated and Striking Brands LLC. (Sarah Jessica Parker).
7. Endorsement and License Agreement dated as of January 1, 2007 by and between Symbolic Brands LLC and Venusian at Large, LLC as assigned by the Assignment and Assumption Agreement dated September 17, 2007 by and between 4004 Incorporated and Symbolic Brands LLC. (Venus Williams).

NON-COLLEGIATE LICENSE AGREEMENTS

1. Settlement Agreement dated November 7, 2005 Agreement between All U, Inc. and Steve & Barry's LLC. (Various t-shirt designs)
2. License Agreement dated July 6, 2007 between Bigfoot 4X4, Inc. and Favored Brands LLC. (Bigfoot 4x4)
3. License Agreement dated December 14, 2005 between The Brooklyn Brewery Corporation and Favored Brands LLC as assigned by the Assignment and Assumption Agreement dated August 21, 2007 by and between 4004 Incorporated and Favored Brands LLC. (Brooklyn Brewery)
4. Settlement Agreement dated May 25, 2006 between Burma-Bibas, Inc. and Steve & Barry's LLC. (Various Hawaiian shirt patterns)
5. Product License Agreement dated June 7, 2007 between Cartoon Network Enterprises, Inc. and Favored Brands LLC. (Cartoon Network)
6. Settlement Agreement dated March 23, 2006 between COA Inc. and Steve & Barry's LLC. (Cheerleaders of America)
7. Trademark Licensing Agreement for Use of Marks Owned by the Children's Defense Fund dated April 18, 2008 between Children's Defense Fund and Striking Brands LLC and Steve & Barry's LLC.
8. License Agreement dated October 25, 2007 between CBS Consumer Products, CBS Broadcasting Inc. and Favored Brands LLC. (Classic Roster)
9. Reality Roster License Agreement dated September 24, 2007 between CBS Consumer Products, CBS Enterprises, A Division of CBS Inc, and Favored Brands LLC. (Reality Roster)
10. License Agreement dated September 24, 2007 between CBS Consumer Products and Favored Brands LLC. (Star Trek Roster)
11. License Agreement dated October 14, 2003 between Chrysler LLC (formerly Daimler-Chrysler Corporation) and 4004 Incorporated as modified and extended by Letter Amendment ("Amendment B") dated October 6, 2006. (Chrysler)
12. Short Form License Agreement dated May 20, 2007 between Classic Media Inc. and Favored Brands LLC. (Bullwinkle)
13. Short Form License Agreement dated May 20, 2007 between Classic Media Inc. and Favored Brands LLC. (Underdog – Classic Media)
14. License Agreement dated October 20, 2005 between Coors Global Properties, Inc. and Favored Brands LLC as assigned by the Assignment and Assumption Agreement dated August 21, 2007 by and between 4004 Incorporated and Favored Brands LLC. (Coors)
15. License Agreement dated August 28, 2007 between Scott Adams, Inc. and Favored Brands LLC. (Dilbert)
16. License Agreement dated November 29, 2004 between Daimler-Chrysler Corp. and 4004 Incorporated as modified and extended by Amendment #1 executed January 8, 2008. (Dodge)

17. Settlement and License Agreement dated September 4, 2007 between Don McMillan and Steve & Barry's LLC as modified by Amendment dated September 27, 2007.
18. License Agreement dated October 13, 2005 between Doug Herbert Racing, Inc. and 4004 Incorporated. (Doug Herbert)
19. License Agreement dated June 12, 2006 between Concord Brands, Ltd. and Favored Brands LLC as assigned by the Assignment and Assumption Agreement dated October 21, 2007 by and between 4004 Incorporated and Favored Brands LLC. (Dubble Bubble)
20. License Agreement dated December 27, 2007 by and between E.S. Originals, Inc. and Striking Brands, LLC. (Fabric Bottom Shoes)
21. License Agreement dated September 19, 2007 between CCM IP, S.A. and Favored Brands LLC. (FEMSA)
22. License Agreement dated March 20, 2008 between FremantleMedia North America, Inc. and Favored Brands LLC. (The Price is Right Classic Games)
23. License Agreement dated September 27, 2007 between Paws, Inc. and Favored Brands LLC. (Garfield)
24. License Agreement dated February 20, 2006 between General Mills, Inc. and Favored Brands LLC as assigned by the Assignment and Assumption Agreement dated August 21, 2007 by and between 4004 Incorporated and Favored Brands LLC. (General Mills)
25. License Agreement dated August 21, 2003 between General Motors Corporation and 4004 Incorporated as extended and modified by the First Amendment dated June 15, 2007 and as further modified by the Second Amendment dated April 4, 2008. (General Motors)
26. License Agreement dated September 18, 2006 between General Motors Corporation and 4004 Incorporated. (General Motors Archive)
27. Settlement Agreement dated October 19, 2005 between Good Sports, Inc. and Steve & Barry's LLC. (Certain shirt designs)
28. License Agreement dated January 23, 2007 between Hasbro Inc. and Favored Brands LLC as assigned by the Assignment and Assumption agreement dated August 21, 2007 by and between 4004 Incorporated and Favored Brands LLC, and as modified by the First Amendment dated November 28, 2007 and as further modified by the Second Amendment dated July 8, 2008. (Hasbro)
29. License Agreement dated January 3, 2006 between the Hershey Company and Favored Brands LLC as modified by Amendment dated August 21, 2007 and as assigned by the Assignment and Assumption Agreement dated August 21, 2007 by and between 4004 Incorporated and Favored Brands LLC. (Hershey)
30. License Agreement dated January 1, 2007 Agreement between Indianapolis Motor Speedway LLC and Favored Brands LLC as assigned by the Assignment and assumption agreement dated January 1, 2006 by and between 4004 Incorporated and Favored Brands LLC and as extended by License Agreement dated January 1, 2007. (Indy 500)
31. License Agreement dated May 18, 2007 between DaimlerChrysler Company LLC and 4004 Incorporated. (Jeep)

32. Non-exclusive License Agreement dated April 11, 2007 between Just Born, Inc. and Favored Brands LLC as assigned by the Assignment and Assumption Agreement dated August 21, 2007 by and between 4004 Incorporated and Favored Brands LLC. (Just Born)
33. Settlement and License Agreement dated October 25, 2007 between Just Born, Inc. and Steve & Barry's LLC. (Peeps)
34. License Agreement dated October 10, 2006 between Kellogg Company and Favored Brands LLC as assigned by the Assignment and Assumption Agreement dated August 21, 2007 by and between 4004 Incorporated and Favored Brands LLC. (Kellogg)
35. License Agreement dated March 12, 2007 between Haggerty Enterprises and Favored Brands LLC as assigned by the Assignment and Assumption. (Lava Lamp)
36. License Agreement dated March 1, 2007 between WM. Hoest Enterprises, Inc. and Favored Brands LLC as assigned by the Assignment and Assumption Agreement dated August 21, 2007 by and between 4004 Incorporated and Favored Brands LLC. (Lockhorns)
37. License Agreement dated September 15, 2005 between Marvel Enterprises Inc. and Favored Brands LLC as assigned by the Assignment and Assumption agreement dated August 221, 2007 by and between 4004 Incorporated and Favored Brands LLC and as modified and extended by the Amendment dated January 19, 2008. (Marvel)
38. License Agreement dated December 28, 2007 between Mister Men Limited and Favored Brands LLC (Little Miss and Mister Men Limited)
39. License Agreement dated October 10, 2007 between Live Nation Motor Sports, Inc. and Favored Brands LLC. (Monster Jam)
40. License Agreement dated August 31, 2006 between the New York Metropolitan Transportation Authority and Favored Brands LLC as assigned by the Assignment and Assumption Agreement dated August 21, 2007 by and between 4004 Incorporated and Favored Brands LLC. (MTA)
41. Merchandise License Agreement dated July 5, 2007 between MTV Networks, a division of Viacom International Inc. and Favored Brands LLC. (MTV & VH1).
42. License Agreement dated October 2, 2007 between Nathan's Famous Systems, Inc and Favored Brands LLC. (Nathan's)
43. License Agreement dated September 1, 2007 between Societe des Produits Nestle S.A. and Favored Brands LLC. (Nestle)
44. Merchandising License Agreement dated September 25, 2007 between Paramount Licensing Inc. and Favored Brands LLC. (Paramount)
45. License Agreement dated January 1, 2008 between PepsiCo, Inc. and 4004 Incorporated. (Pepsi)
46. License Agreement dated April 1, 2007 between Pez Candy, Inc. and Favored Brands LLC. (Pez)

47. License Agreement dated February 5, 2007 between Act III Licensing and Favored Brands LLC as assigned by the Assignment and Assumption Agreement dated August 21, 2007 by and between 4004 Incorporated and Favored Brands LLC. (Princess Bride)
48. License Agreement dated July 18, 2007 between The Weinstein Company and Steve & Barry's LLC. (Project Runway)
49. License Agreement dated August 22, 2007 between Lions Gate Films, Inc. and Favored Brands LLC. (Reservoir Dogs)
50. Settlement and License Agreement dated May 24, 2007 between Capital Concepts, Inc. d/b/a bCreative, Inc. and Steve & Barry's LLC. (Retrospoofs)
51. License Agreement dated August 21, 2007 between Capital Concepts, Inc. d/b/a bCreative, Inc. and Favored Brands LLC. (b Creative Retrospoofs)
52. License Agreement dated April 1, 2008 between New Line Productions, Inc and Favored Brands LLC. (Semi-Pro)
53. License Agreement dated April 21, 2008 between Home Box Office, Inc. and Favored Brands LLC. (Sex and the City)
54. License Agreement dated August 27, 2007 between Shakespeare Company, LLC and Favored Brands LLC. (Shakespeare Fishing Supplies)
55. Merchandising License Agreement dated March 12, 2007 between Ce De Candy, Inc. and Favored Brands LLC as assigned by the Assignment and Assumption Agreement dated August 21, 2007 by and between 4004 Incorporated and Favored Brands LLC. (Smarties)
56. License Agreement dated April 27, 2007 between Hormel Foods, LLC and its licensing representative, Design Plus, and Favored Brands LLC. (Spam)
57. License Agreement dated December 15, 2005 Agreement between Speed Racer Enterprises, Inc and Favored Brands LLC as modified and extended by First Renewal Addendum dated October 1, 2007. (Speed Racer)
58. Corporate Donation and License Agreement dated April 14, 2008 between Talk About Curing Autism (TACA) and Symbolic Brands LLC.
59. License agreement dated August 23, 2007 between Ragdoll Worldwide Limited and Favored Brands LLC. (Teletubbies)
60. License Agreement dated September 1, 2005 between Tootsie Roll Industries, Inc. and Favored Brands LLC as modified by letter amendment dated December 2, 2006. (Tootsie Roll)
61. License Agreement dated October 1, 2006 between The Topps Company, Inc. and Favored Brands LLC as assigned by the Assignment and Assumption Agreement dated August 21, 2007 by and between 4004 Incorporated and Favored Brands LLC. (Topps-Bazooka Joe)
62. License Agreement dated August 9, 2007 between Turtle Wax, Inc. and Favored Brands LLC. (Turtle Wax)

63. Corporate Donation and License Agreement dated November 20, 2007 between the United Nations Educational Scientific and Cultural Organization, an Inter-Governmental Organization of the United Nations System, and Steve & Barry's LLC. (UNESCO)
64. License Agreement dated September 13, 2007 between World Events Productions and Favored Brands LLC as modified by the Amendment dated by November 8, 2007. (Voltron)
65. License Agreement dated November 21, 2006 between Wham-O, Inc. and 4004 Incorporated as modified by the Letter Amendment dated January 19, 2007. (Wham-O)
66. Non-Exclusive License Agreement dated August 16, 2006 between WPT Enterprises, Inc. and Favored Brands LLC as assigned by the Assignment and Assumption Agreement dated August 21, 2007 by and between 4004 Incorporated and Favored Brands LLC. (World Poker)
67. License Agreement dated May 1, 2006 between World Wrestling Entertainment, Inc. and Favored Brands LLC as assigned by the Assignment and Assumption Agreement dated August 21, 2007 by and between 4004 Incorporated and Favored Brands LLC. (WWE)

COLLEGIATE LICENSE AGREEMENTS

Collegiate Licensing Agreements	
Contract Counterparty	Type of Agreement
Ohio State University	License Agreement
West Virginia University	License Agreement
Adelphi University	Logo License Agreement
Armstrong Atlantic State University	License Agreement
Ashland University	License Agreement
Augsburg College	Standard Form License Agreement
Aurora University	Standard Form License Agreement
Baldwin-Wallace College	Standard Form License Agreement
Bowie State university	Standard License Agreement
Student Association, Inc.	License Agreement
Central Texas College	Standard Form License Agreement
University of Chicago	License Agreement
SUNY Cortland College	Standard Form License Agreement
Long Island University CW Post Campus	Standard Form License Agreement
Dallas Baptist University	Standard Form License Agreement
Dartmouth College	License Agreement
Colorado Seminary, Owner and Operator of University of Denver	License and Manufacturing Agreement
Doane College	Standard Form License Agreement
Duquesne University of the Holy Spirit	Trademark License Agreement
College of Our Lady of the Elms	Standard Form License Agreement
Trustees of Fordham University	Fordham University Nonexclusive Trademark License

The Board of Regents of the University System of Georgia	Non-Exclusive License Agreement
Grambling State University	Grambling State University Licensing Contract
Trustees of Hamilton College	Standard Form License Agreement
College of Holy Cross	Non-Exclusive License Agreement
Indiana Tech	Standard Form License Agreement
Indiana Wesleyan University	Trademark License Agreement
The John Hopkins University	Agreement
Illinois Central College	Licensing Agreement
Trustees of Indiana University	Non-Exclusive License Agreement
Lamar University	Licensing Agreement
Michigan State University	Michigan State University Trademark License Agreement
Michigan Technological University	License Agreement
Minnesota State University Moorhead	Non-Exclusive Vendor License
Missouri State University	Non-Exclusive License Agreement
Massachusetts Institute of Technology	Trademark License Agreement
Mount Holyoke College	Trademark License Agreement
Georgia Southern University	License Agreement
Myers University	Non-Exclusive Licensor Agreement
Nebraska Wesleyan University	Standard Form License Agreement
University of New Haven	License Agreement
Campus Auxiliary Services of SUNY New Paltz	Standard Form License Agreement
University of North Carolina Pembroke	Standard Form License Agreement

Northern Michigan university	Revocable License to Use Certain Indicia of Northern Michigan University
Oklahoma City University	Standard Form License Agreement
Oswego College Foundation, Inc.	Non-Exclusive Merchandising Agreement
Robert Morris College	Trademark License Agreement
Saginaw Valley State University	Saginaw Valley State Non-Exclusive License
Shawnee State University	Non-Exclusive License Agreement
St. John Fisher College	Standard Form License Agreement
SUNY Institute of Technology at Utica/Rome	Standard Form License Agreement
Union College Bookstore	Standard Form License Agreement
Wilkes University	Trademark License Agreement
University of Wisconsin-Eau Claire	Agreement
University of Wisconsin-Oskosh	Licensing Agreement
Yale University	Yale University Trademark License Agreement
Illinois Central College	Standard Form License Agreement
Cleveland State University	Collective Membership Mark License Agreement
New York Institute of Technology	License Agreement
Thomas Moore College	License Agreement
University of Tampa (Grant Donaldson)	License Agreement
Edinboro University (Bruce Whitehair)	License Agreement
Howard University	Trademark License Agreement

University of Massachusetts	Non-Exclusive License Agreement
Bluefield College	Non-Exclusive License Agreement
Wiley College	Standard Form License Agreement
West Liberty State College	Non-Exclusive License Agreement
Columbus State University Foundation	License Agreement
University of Buffalo	Non-Exclusive License Agreement
College of Saint Rose	Non-Exclusive License Agreement

Additional Collegiate Licensing Agreements:

Contract Counterparty	Type of Agreement
Arkansas Northeastern	Licensing Agreement
Central Oklahoma, University of	Licensing Agreement
University of Scranton	Licensing Agreement
Concord University	Licensing Agreement
Geneseo	Licensing Agreement
Illinois Wesleyan	Licensing Agreement
IUPUI	Licensing Agreement
Ithaca College	Licensing Agreement
Kansas, University of	Licensing Agreement
Kutztown State University	Licensing Agreement
Northwood University	Licensing Agreement
Stetson University	Licensing Agreement
Texas - San Antonio	Licensing Agreement
Virginia Military Institute	Licensing Agreement
Virginia Polytechnic Institute	Licensing Agreement
West Virginia University Institute of Technology	Licensing Agreement
Austin Peay State University	Licensing Agreement
Bradley University	Licensing Agreement
Central Arkansas, University of	Licensing Agreement
Eastern Kentucky University	Licensing Agreement
East Tennessee State University	Licensing Agreement
Oakland University	Licensing Agreement

University of Nevada-Law Vegas	Licensing Agreement
Ball State	Licensing Agreement
Langston University	Trademark Agreement
Loyola College	Standard License Agreement
University of Mary Hardin-Baylor	Standard Form License Agreement
Prairie View A&M University	License Agreement
Southwest Baptist University	Standard Form License Agreement
Texas Southern University	Non Exclusive License
Trustees of the University of Pennsylvania	Trademark License Agreement
Webster University	Standard Form License Agreement
College of William & Mary	Standard License Agreement
Board of Regents of the University of Wisconsin System, University of Wisconsin	Standard Form License Agreement
Wittenberg University	Standard Form License Agreement
Hampton University	Standard Licensing Agreement
Hope College	Letter Agreement
Morehouse College	Licensing Agreement
University of Nebraska at Omaha	Non-Exclusive License Renewal Agreement
University of Wisconsin Green Bay	Revocable License
Brown University	Trademark License Agreement
Foundation for Cal State San Bernardino	Agreement
Regents of the University of California	License Agreement
Carnegie Mellon University	License Agreement
College of Misericordia	Standard Form License Agreement

Hood College	Standard Form License Agreement
Houston Baptist University	Standard Form License Agreement
John Carroll University	Licensing Agreement