

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
David Shelsky		09/07/2010	Individual: UNITED STATES
RECEIVING PARTY DATA			
Name:	Rosenthal & Rosenthal, Inc.		
Street Address:	1370 Broadway		
Internal Address:	2nd Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10018		
Entity Type:	CORPORATION: NEW YORK		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2143024	COUSIN JOHNNY	
Registration Number:	2318400	PAW HANDKNIT BY COUSIN JOHNNY	
CORRESPONDENCE DATA			
Fax Number:	(800)494-7512		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	202-370-4761		
Email:	ecallahan@nationalcorp.com		
Correspondent Name:	Elspeth Callahan		
Address Line 1:	1100 G St NW Suite 420		
Address Line 2:	National Corporate Research		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20005		
ATTORNEY DOCKET NUMBER:	F129061		
NAME OF SUBMITTER:	Carolyn Camacho		

OP \$65.00 2143024

900171665

**TRADEMARK
 REEL: 004278 FRAME: 0834**

Signature:	/Carolyn Camacho/
Date:	09/15/2010
Total Attachments: 7 source=Trademark Filing#page2.tif source=Trademark Filing#page3.tif source=Trademark Filing#page4.tif source=Trademark Filing#page5.tif source=Trademark Filing#page6.tif source=Trademark Filing#page7.tif source=Trademark Filing#page8.tif	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of September 7, 2010, is made between DAVID SHELSKY, an individual, residing at 4 Beaverbrook Road, Lyme, CT 06371 (hereinafter referred to as the "Grantor"), and ROSENTHAL & ROSENTHAL, INC., a corporation organized under the laws of the State of New York, with a place of business at 1370 Broadway, New York, New York, 10018 (hereinafter referred to as the "Secured Party"), with respect to the following:

A. Grantor executed a Guaranty dated April 4, 2009 in favor of Secured Party of the Obligations, as defined therein, which Grantor terminated on January 26, 2010 with respect to any Obligations having their inception on or after January 26, 2010 (the "Guaranty"); and

B. In settlement of the Grantor's obligations under the Guaranty and all claims by Secured Party against Grantor, Grantor has executed a settlement agreement dated the date hereof, among Grantor, Tuleh LLC, Stefanie J. Gottesman and Secured Party (the "Settlement Agreement"); and

C. Grantor is the owner of certain trademarks, identified below, in which Grantor is granting a security interest to Secured Party.

NOW THEREFORE, in consideration of the mutual promises, covenants, conditions, representations, and warranties hereinafter set forth and for other good and valuable consideration, the parties hereto mutually agree as follows:

1. DEFINITIONS AND CONSTRUCTION.

1.1 Definitions. The following terms, as used in this Agreement, have the following meanings:

"Code" means the New York Uniform Commercial Code, as amended and supplemented from time to time, and any successor statute.

"Collateral" means:

(i) All of Grantor's right to the trademarks and trademark registrations listed on Schedule B, attached hereto, as the same may be updated hereafter from time to time;

(ii) All general intangibles relating to the foregoing; and

(iii) All proceeds of any and all of the foregoing (including, without limitation, license royalties and proceeds of infringement suits) and, to the extent not otherwise included, all payments under insurance, or any indemnity, warranty, or guaranty payable by reason of loss or damage to or otherwise with respect to the Collateral.

“Obligations” means all obligations, liabilities, and indebtedness of Grantor to Secured Party, whether direct, indirect, liquidated, or contingent, arising under this Agreement and/or the Settlement Agreement.

1.2 Construction. Unless the context of this Agreement clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, and the term “including” is not limiting. The words “hereof,” “herein,” “hereby,” “hereunder,” and other similar terms refer to this Agreement as a whole and not to any particular provision of this Agreement. Any reference herein to the Settlement Agreement includes any and all alterations, amendments, extensions, modifications, renewals, or supplements thereto or thereof, as applicable. Neither this Agreement nor any uncertainty or ambiguity herein shall be construed or resolved against Secured Party or Grantor, whether under any rule of construction or otherwise. On the contrary, this Agreement has been reviewed by Grantor, Secured Party, and their respective counsel, and shall be construed and interpreted according to the ordinary meaning of the words used so as to fairly accomplish the purposes and intentions of Secured Party and Grantor.

2. GRANT OF SECURITY INTEREST.

2.1 Grant of Security Interest. Grantor hereby grants to Secured Party a first-priority security interest in all of Grantor’s right, title, and interest in and to the Collateral to secure the Obligations.

3. EVENTS OF DEFAULT.

Any of the following events shall be an “Event of Default”:

3.1 Settlement Agreement. An “Event of Default” (as defined in the Settlement Agreement) shall have occurred; or

3.2 Breach. Grantor fails to observe or perform any covenant, condition, or agreement to be observed or performed pursuant to the terms hereof, which materially and adversely affects Secured Party.

4. SPECIFIC REMEDIES.

Upon the occurrence of any Default, Secured Party shall have, in addition to, other rights given by law or in this Agreement and the Settlement Agreement, all of the rights and remedies with respect to the Collateral of a secured party under the Code, including the following:

4.1 Notification. Secured Party may notify licensees to make royalty payments on license agreements directly to Secured Party;

4.2 Sale. Secured Party may sell or assign the Collateral and associated goodwill at public or private sale for such amounts, and at such time or times as Secured Party deems advisable. Any requirement of reasonable notice of any disposition of the Collateral shall be satisfied if such notice is sent to Grantor five (5) days prior to such disposition. Grantor shall be credited with the net proceeds of such sale only when they are actually received by Secured Party

and Grantor shall continue to be liable for any deficiency remaining after the Collateral is sold or collected. Secured Party shall not be entitled to the excess, if any, between the proceeds from any disposition of the Collateral and the amount of the Obligations then remaining due, which excess, if any, shall be turned over by Secured Party to Grantor upon receipt. If the sale is to be a public sale, Secured Party shall also give notice of the time and place by publishing a notice one time at least five (5) days before the date of the sale in a newspaper of general circulation in the county in which the sale is to be held. To the maximum extent permitted by applicable law, Secured Party may be the purchaser of any or all of the Collateral and associated goodwill at any public sale and shall be entitled, for the purpose of bidding and making settlement or payment of the purchase price for all or any portion of the Collateral sold at any public sale, to use and apply all or any part of the Obligations as a credit on account of the purchase price of any collateral payable by Secured Party at such sale.

5. CHOICE OF LAW AND VENUE; JURY TRIAL WAIVER.

5.1 CHOICE OF LAW AND VENUE. THE VALIDITY OF THIS AGREEMENT, ITS CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT, AND THE RIGHTS OF THE PARTIES HERETO WITH RESPECT TO ALL MATTERS ARISING HEREUNDER OR RELATED HERETO SHALL BE DETERMINED UNDER, GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO ITS CONFLICT OF LAWS PRINCIPLES. THE PARTIES AGREE THAT ALL ACTIONS OR PROCEEDINGS ARISING IN CONNECTION WITH THIS AGREEMENT SHALL BE TRIED AND LITIGATED ONLY IN THE STATE AND FEDERAL COURTS LOCATED IN THE COUNTY OF NEW YORK, STATE OF NEW YORK. EACH OF GRANTOR AND SECURED PARTY WAIVES, TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, ANY RIGHT EACH MAY HAVE TO ASSERT THE DOCTRINE OF FORUM NON CONVENIENS OR TO OBJECT TO VENUE TO THE EXTENT ANY PROCEEDING IS BROUGHT IN ACCORDANCE WITH THIS SECTION 10.

5.2 JURY TRIAL WAIVER. GRANTOR AND SECURED PARTY HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW OR STATUTORY CLAIMS. GRANTOR AND SECURED PARTY REPRESENT THAT EACH HAS REVIEWED THIS WAIVER AND EACH KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL. IN THE EVENT OF LITIGATION, A COPY OF THIS AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.

6. GENERAL PROVISIONS

6.1 Effectiveness. This Agreement shall be binding and deemed effective when executed by Grantor and Secured Party.

6.2 Successors and Assigns. This Agreement shall bind and inure to the benefit of the respective successors and assigns of each of the parties; provided, however, that Grantor may not

assign this Agreement or any rights or duties hereunder without Secured Party's prior written consent and any prohibited assignment shall be absolutely void. Secured Party may assign this Agreement and its rights and duties hereunder and no consent or approval by Grantor is required in connection with any such assignment.

6.3 Section Headings. Headings and numbers have been set forth herein for convenience only. Unless the contrary is compelled by the context, everything contained in each section applies equally to this entire Agreement.

6.4 Interpretation. Neither this Agreement nor any uncertainty or ambiguity herein shall be construed or resolved against Secured Party or Grantor, whether under any rule of construction or otherwise. On the contrary, this Agreement has been reviewed by all parties and shall be construed and interpreted according to the ordinary meaning of the words used so as to fairly accomplish the purposes and intentions of all parties hereto.

6.5 Severability of Provisions. Each provision of this Agreement shall be severable from every other provision of this Agreement for the purpose of determining the legal enforceability of any specific provision.

6.6 Amendments in Writing. This Agreement can only be amended by a writing signed by both Secured Party and Grantor.

6.7 Counterparts; Telefacsimile Execution. This Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Agreement. Delivery of an executed counterpart of this Agreement by telefacsimile shall be equally as effective as delivery of a manually executed counterpart of this Agreement. Any party delivering an executed counterpart of this Agreement by telefacsimile also shall deliver a manually executed counterpart of this Agreement but the failure to deliver a manually executed counterpart shall not affect the validity, enforceability, and binding effect of this Agreement.

6.8 Notices. Except as otherwise provided herein, all notices, demands, and requests that either party is required or elects to give to the other shall be in writing and must be sent by certified or registered mail to the addresses indicated above.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first written above.

SECURED PARTY:

ROSENTHAL & ROSENTHAL,
INC.
a New York corporation

By: 
By: J. Michael Stanley
Title: Managing Director

GRANTOR:


DAVID SHELSKY

State of New York)
County of New York) ss.:

On the 8 day of September, 2010 before me, the undersigned, personally appeared J. Michael Stanley to me known, who being by me duly sworn did depose and say that he is the Managing Director of Rosenthal & Rosenthal, Inc. which executed the foregoing instrument; that he executed the same in such capacity and that he had authority to execute such instrument and that by his signature on the instrument, the corporation duly executed the instrument.


Notary Public

ALISON MARIE O'CONNELL
Notary Public, State of New York
No. 01OC8223544
Qualified in Queens County
Commission Expires June 14, 2014

State of Connecticut }
County of New London } Old Lyme

On the 7 day of September in the year 2010 before me, the undersigned, personally appeared DAVID SHELSKY, personally known to me or proved to me on the basis of satisfactory evidence to the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.


Notary Public

ELIZABETH K. DILL
NOTARY PUBLIC
MY COMMISSION EXPIRES AUGUST 31, 2004
2014

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first written above.

SECURED PARTY:

ROSENTHAL & ROSENTHAL,
INC.
a New York corporation

By: _____
By: J. Michael Stanley
Title: Managing Director

GRANTOR:

David Shelsky 9/7/10
DAVID SHELSKY

State of New York)
County of New York) ss.:

On the ____ day of September, 2010 before me, the undersigned, personally appeared J. Michael Stanley to me known, who being by me duly sworn did depose and say that he is the Managing Director of Rosenthal & Rosenthal, Inc. which executed the foregoing instrument; that he executed the same in such capacity and that he had authority to execute such instrument and that by his signature on the instrument, the corporation duly executed the instrument.

Notary Public

State of Connecticut }
County of New London } Old Lyme

On the 7 day of September in the year 2010 before me, the undersigned, personally appeared DAVID SHELSKY, personally known to me or proved to me on the basis of satisfactory evidence to the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Elizabeth K. Dill
Notary Public

ELIZABETH K. DILL
NOTARY PUBLIC
MY COMMISSION EXPIRES AUGUST 31, 2014
2014

SCHEDULE A
REGISTERED TRADEMARKS

<u>Trademark</u>	<u>Registration Date</u>	<u>Registration No.</u>
COUSIN JOHNNY	03/10/1988	2143024
PAW HANDKNIT BY COUSIN JOHNNY	02/15/2000	2318400