

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		Security Agreement and Assignment	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
C2 Brands, LLC		03/24/2011	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Rosenthal & Rosenthal, Inc.		
Street Address:	1370 Broadway		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10018		
Entity Type:	CORPORATION: NEW YORK		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	78667386	CAVI	
Serial Number:	85050325	CAVI	
CORRESPONDENCE DATA			
Fax Number:	(212)564-6083		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(212) 947-7200		
Email:	jdougherty@nationalcorp.com		
Correspondent Name:	Joseph Dougherty		
Address Line 1:	National Corporate Research		
Address Line 2:	10 E. 40th Street, 10th FL		
Address Line 4:	New York, NEW YORK 10016		
ATTORNEY DOCKET NUMBER:	N335520		
NAME OF SUBMITTER:	Carolyn A. Camacho		
Signature:	/Carolyn A. Camacho/		

OP \$65.00 78667386

Date:

03/29/2011

Total Attachments: 14

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ASSIGNMENT FOR SECURITY

WHEREAS, C2 BRANDS, LLC, a limited liability company organized under the laws of Delaware, located at 265 West 37th Street, New York, NY 10018 (the "Company"), has adopted, used and is using the marks annexed hereto as Schedule A (the "Marks"); and

WHEREAS, The Company is obligated to Rosenthal & Rosenthal, Inc. (the "Lender") located at 1370 Broadway, New York, New York 10018, pursuant to (i) a Guarantee dated the date hereof between the Lender and the Company and (ii) a certain Security Agreement in Trademarks, dated the date hereof made by the Company in favor of the Lender (the "Agreements"); and

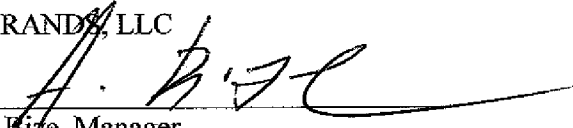
WHEREAS, pursuant to the Agreements, the Company is granting to the Lender a security interest in the Marks, the good will of the business symbolized by the Marks,

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Company does hereby assign unto the Lender for security and grant to the Lender a security interest in and to the Marks, together with the good will of the business symbolized by the Marks, which assignment for security and security interest shall secure all the Obligations as defined in the Agreements and in accordance with the terms and provisions thereof.

The Lender expressly acknowledges and affirms that the rights and remedies of the Lender with respect to the assignment for security and security interest granted hereby are more fully set forth in the Agreements.

Dated: March 24, 2011

C2 BRANDS, LLC

By 
Alex Bize, Manager

DRW/DXP/23543/00/383619.1

TRADEMARK
REEL: 004510 FRAME: 0264

STATE OF NEW ^{Jersey}YORK)
 ESSEX : SS.:
COUNTY OF NEW-YORK)

On this 24 day of March, 2011, before me personally came, Alex Bize to me known, who, being by me duly sworn, did depose and say that he resides at 220 Riverside Blvd, NYC 10169 and that he/she is the Manager of C2 BRANDS, LLC the limited liability company described in and which executed the foregoing instrument; and that he knows the seal of said limited liability company; and that he/she signed his/her name thereto by order of the Members of such limited liability company.

Wayne C Rutkay
Notary Public

WAYNE C. RUTKAY
NOTARY PUBLIC OF NEW JERSEY
COMMISSION EXPIRES 12/31/13

SCHEDULE A

Trademark	Serial Number	Registration Number
CAVI	78667386	3167839
CAVI	85050325	3907420

SECURITY INTEREST

WHEREAS, C2 Brands, LLC, a limited liability company formed under the laws of Delaware, located at 265 West 37th Street, New York, NY 10018 (the "Company"), has adopted, used and is using the marks and patents annexed hereto as Schedules A (the "Collateral"), and

WHEREAS, The Company is obligated to Rosenthal & Rosenthal, Inc. (the "Lender") located at 1370 Broadway, New York, New York 10018, pursuant to (i) a Guarantee dated on or about ~~March~~ ^{JUNE} 17, 2010, and (ii) a certain Trademark Security Agreement in U.S. Trademarks, Patents and Licenses dated the date hereof made by the Company in favor of the Lender ("US. Trademark and Patents Security Agreement"); and

WHEREAS, pursuant to the U.S. Trademark and Patent Security Agreement, the Company is granting to the Lender a security interest in the Collateral, together with the good will of the business symbolized by the Collateral;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Company does hereby grant to the Lender a security interest in and to the Collateral, together with the good will of the business symbolized by the Collateral, which security interest shall secure all the Obligations as defined in the U.S. Trademark and Patent Security Agreement and in accordance with the terms and provisions thereof.

The Company expressly acknowledges and affirms that the rights and remedies of the Lender with respect to the security interest granted hereby are more fully set forth in the U.S. Trademark and Patent Security Agreement.

Dated: March 24, 2011

C2 BRANDS, LLC

By A. Bize
Alex Bize, Manager

STATE OF ^{Jersey}New York)
 : SS.:
COUNTY OF ^{Essex}New York)

On the 27 day of March in the year 2011 before me, the undersigned, personally appeared Alex Bize, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Wayne C. Rutkay
Notary Public

WAYNE C. RUTKAY
NOTARY PUBLIC OF NEW JERSEY
Commission Expires 3/10/2012

SCHEDULE A

Trademark	Serial Number	Registration Number
CAVI	78667386	3167839
CAVI	85050325	3907420

Trademark Security Agreement

SECURITY AGREEMENT, dated as of March 27, 2011 between C2 Brands, LLC, a Delaware Limited Liability Company (the "Debtor"), and Rosenthal & Rosenthal, Inc., a New York corporation (the "Secured Party").

Debtor and Secured Party hereby agree as follows:

SECTION 1. Definitions; Interpretation.

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

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

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

"Guarantee" means the Guarantee, dated of even date herewith, executed by Debtor in favor of Secured Party with respect to the obligations of Contemporary Streetwear, LLC ("Contemporary") under the Factoring Agreement between Contemporary and Secured Party dated Oct. 16, 2009 as amended and/or supplemented (the "Factoring Agreement").

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

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

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

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

SECTION 2. Security Interest.

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

(i) all state (including common law), federal and foreign trademarks, service marks and trade names, and applications for registration of such trademarks, service marks and trade names (but excluding any application to register any trademark, service mark or other mark prior

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

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

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

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

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

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

SECTION 3. Supplement to Guarantee. This Agreement has been entered into in conjunction with the security interests granted to Secured Party under the Guarantee or other security documents referred to therein. The rights and remedies of Secured Party with respect to the security interests granted herein are without prejudice to, and are in addition to those set forth in the Guarantee or any other security documents referred to therein, all terms and provisions of which are incorporated herein by reference.

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

- (a) Trademarks. To the best of Debtor's knowledge, a true and correct list of all of the existing Collateral consisting of U.S. trademarks, trademark registrations or applications owned by Debtor, in whole or in part, is set forth in Schedule A.
- (b) Debtor owns the trademarks listed on Schedule A and to the best of Debtor's knowledge none of such trademarks are subject to any liens or encumbrances.

- (c) Debtor will not encumber or dispose of any interest in the Collateral, excepting only for the granting of licenses with respect to the Collateral, in the ordinary course of Debtor's business, without the prior written consent of Secured Party

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

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

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

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

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

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

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

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

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

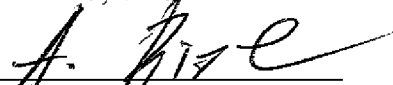
SECTION 14. No Inconsistent Requirements. Debtor acknowledges that this Agreement and the other documents, agreements and instruments entered into or executed in connection herewith may contain covenants and other terms and provisions variously stated regarding the same or similar matters, and Debtor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

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

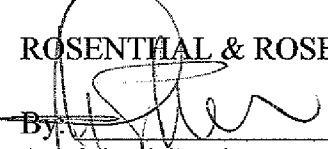
SECTION 16. Notices. All notices and other communications hereunder shall be in writing and shall be mailed, sent or delivered in accordance with the Guarantee.

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

C2 BRANDS, LLC

By: 
Alex Bize, Manager

ROSENTHAL & ROSENTHAL, INC.

By: 
J. Michael Stanley, Managing Director

STATE OF ^{Jersey} New York)
 : SS.:
COUNTY OF ^{Essex} New York)

On the 24th day of March in the year 2011 before me, the undersigned, personally appeared ALEX BIZE, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

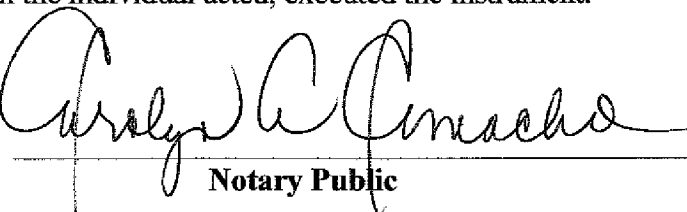

Notary Public

WAYNE C. RUTKAY
NOTARY PUBLIC OF NEW JERSEY
My Comm. Expires 3/18/2013

STATE OF New York)
 : SS.:
COUNTY OF New York)

On the 24th day of March in the year 2011 before me, the undersigned, personally appeared J.MICHAEL STANLEY, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

CAROLYN A. CAMACHO
NOTARY PUBLIC, State of New York
No. 01CA6148806
Qualified in Richmond County
Commission Expires December 20, 2016


Notary Public

SCHEDULE A

Trademark	Serial Number	Registration Number
CAVI	78667386	3167839
CAVI	85050325	3907420

SPECIAL POWER OF ATTORNEY

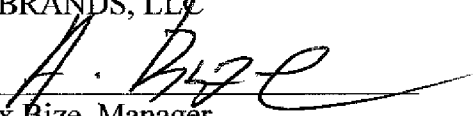
STATE OF NEW YORK)
)
COUNTY OF NEW YORK) ss.:

KNOW ALL MEN BY THESE PRESENTS, that C2 BRANDS, LLC, a Corporation formed under the laws of the State of Delaware, with its principal office at 265 West 37th Street, NY NY 10018 (hereinafter called the "Company"), hereby appoints and constitutes Rosenthal & Rosenthal, Inc., a New York corporation with offices at 1370 Broadway, NY NY 10018 (hereafter called the "Lender"), its true and lawful attorney, with full power of substitution, and with full power and authority to perform the following acts on behalf of the Company:

1. To execute, endorse, register and record any and all documents, statements, certificates or other paper in the Company's name that are necessary or advisable to properly and completely effect the transfer to Lender of all right, title and interest of the Company in and to any trademarks, service marks, trade names, licenses, copyrights, patents and domain names wherever located, and all applications and registrations thereof filed in any government or other office anywhere in the world (hereinafter, the "Intellectual Property Security Agreement"); and
2. To execute, endorse, register and record any and all documents, statements, certificates or other papers necessary or advisable in order to obtain the purposes described above as the Lender may in its sole discretion determine.


This Power of Attorney is made pursuant to an Trademark Security Agreement, effective as of March 24, 2011 executed by the Company and may not be revoked until the payment in full of all Obligations as defined in such Intellectual Property Security Agreement.

C2 BRANDS, LLC

By: 
Alex Bize, Manager

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

On March 24, 2011 before me, the undersigned, personally appeared Alex Bize to me known, who being by me duly sworn did depose and say that he is the Manager of C2 BRANDS, LLC described in and 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 company duly executed the instrument.


Notary Public

WAYNE C. RUTKAY
NOTARY PUBLIC OF NEW JERSEY
Commission Expires 3/18/2013