

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
FARCHITECTURE BB, LLC		07/30/2011	LIMITED LIABILITY COMPANY: CALIFORNIA

RECEIVING PARTY DATA

Name:	THE NEWSTAR GROUP, INC.
Street Address:	14701 Mulholland Drive
Internal Address:	Attention: Robert Margolis
City:	Los Angeles
State/Country:	CALIFORNIA
Postal Code:	90077
Entity Type:	CORPORATION: CALIFORNIA

Name:	DF LICENSING, LLC
Street Address:	10043 Hillgrove Drive
Internal Address:	Attention: Dan Fishman
City:	Beverly Hills
State/Country:	CALIFORNIA
Postal Code:	90210
Entity Type:	LIMITED LIABILITY COMPANY: CALIFORNIA

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Serial Number:	85159383	COOL HAUS ICE CREAM SANDWICHES

CORRESPONDENCE DATA

Fax Number: (310)282-2532
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 3102829432
 Email: psilver@silverfreedman.com

900198599

**TRADEMARK
 REEL: 004595 FRAME: 0716**

OP \$40.00 85159383

Correspondent Name: Perry S. Silver
Address Line 1: 2029 Century Park East
Address Line 2: 19th Floor
Address Line 4: Los Angeles, CALIFORNIA 90067

ATTORNEY DOCKET NUMBER:	FARCHITECTURE BB, LLC
NAME OF SUBMITTER:	Perry S. Silver
Signature:	/Perry S. Silver/
Date:	08/02/2011

Total Attachments: 11
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Security Agreement") is made as of July 30, 2011, by FARCHITECTURE BB, LLC, a California limited liability company ("Borrower") in favor of The Newstar Group, Inc., a California corporation, doing business as The Wistar Group ("Newstar"), and DF Licensing, LLC, a California limited liability company ("DF Licensing," and, together with Newstar, individually and collectively, the "Secured Party");

WITNESSETH

WHEREAS, Borrower has issued to Newstar a Promissory Note dated as of the date hereof in the principal amount of Two Hundred Fifty Thousand Dollars (\$250,000) (as amended and in effect from time to time, the "Newstar Promissory Note"), and to DF Licensing a Promissory Note dated as of the date hereof in the principal amount of Seven Hundred Fifty Thousand Dollars (\$750,000) (as amended and in effect from time to time, the "DF Licensing Promissory Note," and, together with the Newstar Promissory Note, the "Promissory Notes"), and Borrower and Secured Party have entered into other related loan documents of even date herewith (collectively, with the Promissory Notes, and as each may be amended or otherwise modified from time to time, the "Financing Agreements"), which Financing Agreements provide (i) for the grant by Borrower to Secured Party of a security interest in certain and all of Borrower's assets, including, without limitation, its trademarks and trademark applications;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Borrower agrees as follows:

1. Incorporation of Financing Agreements. The Financing Agreements and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Promissory Notes.

2. Grant and Reaffirmation of Grant of Security Interests; Filings and Recordings.

(a) To secure the complete and timely payment and satisfaction of all of the indebtedness, obligations and liabilities of Borrower to the Secured Party, individually or collectively, whether direct or indirect, joint or several, absolute or contingent, due or to become due, now existing or hereafter arising under or in respect of the Promissory Notes (or either of the Promissory Notes) or the instruments or agreements executed and delivered pursuant thereto or in connection therewith (the "Liabilities"), Borrower hereby grants to Secured Party, and hereby reaffirms its prior grant pursuant to the Financing Agreements of, a continuing security interest in Borrower's entire right, title and interest in and to all of its now owned or existing and hereafter acquired or arising trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other business identifiers, prints and labels on which any of the foregoing have appeared or appear, all registrations and recordings thereof, and all applications (other than "intent to use" applications until a verified statement of use

is filed with respect to such applications) in connection therewith, including, without limitation, the trademarks and applications listed on Schedule A attached hereto and made a part hereof and the trademarks, and renewals thereof, and all income, royalties, damages, payments and proceeds now or hereafter due and/or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the "Trademarks"); all rights corresponding to any of the foregoing throughout the world and the goodwill of the Borrower's business connected with the use of and symbolized by the Trademarks.

(b) Borrower agrees to furnish any such information to the Secured Party promptly upon the Secured Party's request. On a continuing basis, Borrower 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 or 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 Borrower'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 United States Patent and Trademark Office or any applicable state office. Secured Party may record this Security Agreement, an abstract thereof, or any other document describing Secured Party's interest in the Collateral with the United States Patent and Trademark Office, at the expense of Borrower. In addition, Borrower authorizes Secured Party to file financing statements describing the Collateral in any UCC filing office deemed appropriate by Secured Party.

3. Warranties and Representations. Borrower warrants and represents to Secured Party that:

(a) no Trademark has been adjudged invalid or unenforceable by a court of competent jurisdiction nor has any such Trademark been cancelled, in whole or in part and each such Trademark is presently subsisting;

(b) Borrower is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each Trademark, free and clear of any liens, charges, licenses and encumbrances, including without limitation, covenants by Borrower not to sue third persons in respect of such Trademarks;

(c) Borrower has no notice of any suits or actions commenced or threatened with reference to any Trademark; and

(d) Borrower has the unqualified right to execute and deliver this Security Agreement and perform all of its obligations hereunder.

4. Restrictions on Future Agreements. Borrower agrees that until Borrower's Liabilities shall have been satisfied in full and the security agreements executed in connection therewith shall have been terminated, Borrower shall not, without the prior written consent of Secured Party, sell or assign its interest in any Trademark or enter into any other agreement with

respect to any Trademark which would affect the validity or enforcement of the rights transferred to Secured Party under this Security Agreement.

5. New Trademarks. Borrower represents and warrants that, based on a diligent investigation by Borrower, the Trademarks listed on Schedule A constitute all of the federally registered Trademarks, and federal applications for registration of Trademarks (other than "intent to use" applications until a verified statement of use is filed with respect to such applications) now owned by Borrower. If, before Borrower's Liabilities shall have been satisfied in full or before the security agreements executed in connection therewith have been terminated, Borrower shall (i) become aware of any existing Trademarks of which Borrower has not previously informed Secured Party, or (ii) become entitled to the benefit of any Trademarks, which benefit is not in existence on the date hereof, the provisions of this Security Agreement above shall automatically apply thereto and Borrower shall give to Secured Party prompt written notice thereof. Borrower hereby authorizes Secured Party to modify this Security Agreement by amending Schedule A to include any such Trademarks.

6. Term. The term of this Security Agreement shall extend until the payment in full of Borrower's Liabilities and the termination of the security agreements executed in connection therewith. Borrower agrees that upon the occurrence of an Event of Default, the use by Secured Party of all Trademarks shall be without any liability for royalties or other related charges from Secured Party to Borrower.

7. Product Quality. Borrower agrees to maintain the quality of any and all products in connection with which the Trademarks are used, consistent with commercially reasonable business practices. Upon the occurrence of an Event of Default, Borrower agrees that Secured Party, or a conservator appointed by Secured Party, shall have the right to establish such additional product quality controls as Secured Party, or said conservator, in its reasonable judgment may deem necessary to assure maintenance of the quality of products sold by Borrower under the Trademarks.

8. Release of Security Agreement. This Security Agreement is made for collateral purposes only. Upon final, indefeasible payment in full of Borrower's Liabilities and termination of the security agreements executed in connection therewith, Secured Party shall, upon Borrower's written request and at Borrower's expense, take such actions as may be necessary or proper to terminate the security interests created hereby.

9. Expenses. All expenses incurred in connection with the performance of any of the agreements set forth herein shall be borne by Borrower. All fees, costs and expenses, of whatever kind or nature, including reasonable attorneys' fees and legal expenses, incurred by Secured Party in connection with the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, reasonable counsel fees, maintenance fees, encumbrances or otherwise in protecting, maintaining or preserving the Trademarks, in defending or prosecuting any actions or proceedings arising out of or related to the Trademarks or in enforcing any rights or remedies hereunder, shall be borne by and paid by Borrower and until paid shall constitute Liabilities.

10. Duties of Borrower. Borrower shall have the duty (a) to file and prosecute diligently any Trademark applications pending as of the date hereof or hereafter until Borrower's Liabilities

shall have been finally and indefeasibly paid in full and the security agreements executed in connection therewith have been terminated, (b) to preserve and maintain all rights in the Trademarks, as commercially reasonable and (c) to ensure that the Trademarks are and remain enforceable, as commercially reasonable. Any expenses incurred in connection with Borrower's Liabilities under this Section 10 shall be borne by Borrower.

11. Secured Party's Right to Sue. After an Event of Default, Secured Party shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Trademarks and, if Secured Party shall commence any such suit, Borrower shall, at the request of Secured Party, do any and all lawful acts and execute any and all proper documents required by Secured Party in aid of such enforcement and Borrower shall promptly, upon demand, reimburse and indemnify Secured Party for all costs and expenses incurred by Secured Party in the exercise of its rights under this Section 11.

12. Waivers. No course of dealing between Borrower and Secured Party, nor any failure to exercise, nor any delay in exercising, on the part of Secured Party, any right, power or privilege hereunder or under the Financing Agreements shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

13. Severability. The provisions of this Security Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Security Agreement in any jurisdiction.

14. Modification. This Security Agreement cannot be altered, amended or modified in any way, except as specifically provided in Section 5 hereof or by a writing signed by the parties hereto.

15. Cumulative Remedies, Power of Attorney; Effect on Financing Agreements. All of Secured Party's rights and remedies with respect to the Trademarks, whether established hereby or by the Financing Agreements, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Borrower hereby authorizes Secured Party upon the occurrence of an Event of Default, to make, constitute and appoint any officer or agent of Secured Party as Secured Party may select, in its sole discretion, as Borrower's true and lawful attorney-in-fact, with power to (i) endorse Borrower's name on all applications, documents, papers and instruments necessary or desirable for Secured Party in the use of the Trademarks or (ii) take any other actions with respect to the Trademarks as Secured Party deems to be in the best interest of Secured Party, or (iii) grant or issue any exclusive or non-exclusive license under the Trademarks to anyone, or (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone. Borrower hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney is coupled with an interest and shall be irrevocable until Borrower's Liabilities shall have been paid in full and the Financing Agreements have been terminated. Borrower acknowledges and agrees that this Security Agreement is not intended to limit or restrict in any way the rights and remedies of Secured Party under the Financing Agreements but rather is intended to facilitate the exercise of such rights and remedies. Secured

Party shall have, in addition to all other rights and remedies given it by the terms of this Security Agreement and the Financing Agreements, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in California.

16. Power of Attorney Forms. Borrower will, concurrently with the execution and delivery of this Security Agreement, execute and deliver to Secured Party three (3) originals of a Powers of Attorney in the form of Exhibit 1 attached hereto for the implementation of the assignment, sale or other disposition of the Trademarks pursuant to Secured Party's exercise of the rights and remedies granted to Secured Party hereunder and under the Financing Agreements.

17. Binding Effect; Benefits. This Security Agreement shall be binding upon Borrower and its respective successors and assigns, and shall inure to the benefit of Secured Party, its successors, nominees and assigns.

18. Governing Law. THIS SECURITY AGREEMENT IS INTENDED TO TAKE EFFECT AS A SEALED INSTRUMENT AND SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF CALIFORNIA. Borrower agrees that any action or claim arising out of, or any dispute in connection with, this Agreement, any rights, remedies, obligations, or duties hereunder, or the performance or enforcement hereof or thereof, may be brought in the courts of the State or any federal court sitting in Los Angeles County, California therein and consents to the non-exclusive jurisdiction of such court and to service of process in any such suit being made upon Borrower by mail at the address specified in Section 14 of the Promissory Notes. Borrower hereby waives any objection that it may now or hereafter have to the venue of any such suit or any such court or that such suit is brought in an inconvenient court.

19. Headings. Paragraph headings used herein are for convenience only and shall not modify the provisions which they precede.

20. Further Assurances. Borrower agrees to execute and deliver such further agreements, instruments and documents, and to perform such further acts, as Secured Party shall reasonably request from time to time in order to carry out the purpose of this Security Agreement and agreements set forth herein.

21. Survival of Representations. All representations and warranties of Borrower contained in this Security Agreement shall survive the execution and delivery of this Security Agreement and shall be remade on the date of each borrowing under the Promissory Notes.

22. Notices. All notices required or permitted hereunder shall be in writing and shall be deemed effectively given: (a) upon personal delivery to the party to be notified; (b) when sent by confirmed electronic mail, telex or facsimile if sent during normal business hours of the recipient, if not, then on the next business day; (c) five (5) days after having been sent by registered or certified mail, return receipt requested, postage prepaid; or (d) one (1) day after deposit with a nationally recognized overnight courier, specifying next day delivery, with written verification of receipt. All communications shall be sent to the Company at the address as set forth on the signature page hereof, to the Purchasers at the address set forth in the signature page hereto or at such other

address or electronic mail address as the Company or the Purchasers may designate by ten (10) days advance written notice to the other parties hereto.

23. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Agreement may be executed by facsimile copies or scanned email signature, and any such facsimile or scanned email signature shall be treated for all purposes as if it were a signed original.

(Signatures follow on the next page)

IN WITNESS WHEREOF, Borrower has duly executed this Security Agreement as of the date first written above.

"Debtor"

FARCHITECTURE BB, LLC

By:  _____

Name: Faya Estelle

Title: Manager

Address:

1308 Factory Place, #102
Los Angeles, California 90013
Facsimile: 310.427.6492

Accepted:

"Secured Parties"

THE NEWSTAR GROUP, INC.

By: _____
Robert Margolis, President

Wilstar
c/o Robert Margolis
14701 Mulholland Drive
Los Angeles, California 90077
Facsimile: 818.817.9703

DF LICENSING, LLC

By: _____
Dan Fishman, Manager

Dan Fishman
10043 Hillgrove Drive
Beverly Hills, California 90210
Facsimile: 323.556.3456

IN WITNESS WHEREOF, Borrower has duly executed this Security Agreement as of the date first written above.

"Debtor"

FARCHITECTURE BB, LLC

By: _____

Name: _____

Title: Manager

Address:

1308 Factory Place, #102
Los Angeles, California 90013
Facsimile: 310.427.6492

Accepted:

"Secured Parties"

THE NEWSTAR GROUP, INC.

By: Robert Margolis, Pres.
Robert Margolis, President

Wilstar
c/o Robert Margolis
14701 Mulholland Drive
Los Angeles, California 90077
Facsimile: 818.817.9703

DF LICENSING, LLC

By: _____
Dan Fishman, Manager

Dan Fishman
10043 Hillgrove Drive
Beverly Hills, California 90210
Facsimile: 323.556.3456

IN WITNESS WHEREOF, Borrower has duly executed this Security Agreement as of the date first written above.

"Debtor"

FARCHITECTURE BB, LLC

By: _____

Name: _____

Title: Manager

Address:

1308 Factory Place, #102
Los Angeles, California 90013
Facsimile: 310.427.6492

Accepted:

"Secured Parties"

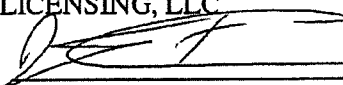
THE NEWSTAR GROUP, INC.

By: _____

Robert Margolis, President

Wilstar
c/o Robert Margolis
14701 Mulholland Drive
Los Angeles, California 90077
Facsimile: 818.817.9703

DF LICENSING, LLC

By:  _____

Dan Fishman, Manager

Dan Fishman
10043 Hillgrove Drive
Beverly Hills, California 90210
Facsimile: 323.556.3456

SCHEDULE A
TRADEMARKS

Word Mark: COOL HAUS ICE CREAM SANDWICHES

Goods and Services: IC 030. US 046. G & S: Ice cream sandwiches. FIRST USE: 20090430. FIRST USE IN COMMERCE: 20090430

IC 035. US 100 101 102. G & S: Mobile retail store services featuring ice cream sandwiches. FIRST USE: 20090430. FIRST USE IN COMMERCE: 20090430

Standard Characters Claimed:

Mark Drawing Code: (4) STANDARD CHARACTER MARK

Serial Number: 85159383

Filing Date: October 22, 2010

Current Filing Basis: 1A

Original Filing Basis: 1A

Owner: (APPLICANT) Farchitecture BB, LLC LIMITED LIABILITY COMPANY
CALIFORNIA 1308 Factory Pl #102 Los Angeles CALIFORNIA 90013

EXHIBIT I

SPECIAL POWER OF ATTORNEY

STATE OF CALIFORNIA)
)
COUNTY OF LOS ANGELES) SS.

KNOW ALL MEN BY THESE PRESENTS, that FARCHITECTURE BB, LLC (hereinafter, the "Company"), hereby appoints and constitutes each of The Newstar Group, Inc., a California corporation, doing business as The Wilstar Group ("Newstar"), and DF Licensing, LLC, a California limited liability company ("DF Licensing," and, together with Newstar, individually and collectively, the "Secured Party"), and the Secured Party's officers and managers, 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. Execution and delivery of any and all agreements, documents, instruments of assignment, or other papers which Secured Party, in their sole discretion, deems necessary or advisable for the purpose of assigning, selling, or otherwise disposing of all of right, title, and interest of the Company in and to any trademarks and all registrations, recordings, reissues, extensions, and renewals thereof, or for the purpose of recording, registering and filing of, or accomplishing any other formality with respect to the foregoing.

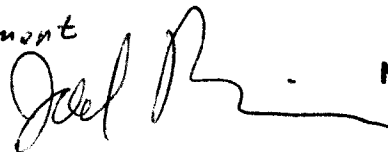
2. Execution and delivery of any and all documents, statements, certificates or other papers which Secured Party, in their sole discretion, deems necessary or advisable to further the purposes described in subparagraph 1 hereof.


This Power of Attorney is made pursuant to a Trademark Security Agreement between the Company and Secured Party of even date herewith (the "Security Agreement") and may not be revoked until indefeasible payment in full of all the Company's "Liabilities," as such term is defined in the Security Agreement.

Dated as of July 30, 2011

FARCHITECTURE BB, LLC

on this July 28, 2011 Before me personally came Freya Suzanne Esrelier, ~~some name and known~~ and signed Before me the foregoing instrument



By: 
Name: Freya Esrelier
Title: Manager, Co-Principal

JOEL REISMAN
Notary Public State Of New York
NO: 01RE6227757
Qualified In Kings County
My Commission Expires 09/07/2014