

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | Notice of Trademark Collateral Security Interest |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|------------|----------|----------------|-----------------------|
| 180S, Inc. | | 04/04/2005 | CORPORATION: DELAWARE |

RECEIVING PARTY DATA

| | |
|------------------------|---|
| Name: | Patriarch Partners Agency Services, LLC |
| Street Address: | 112 South Tryon Street |
| City: | Charlotte |
| State/Country: | NORTH CAROLINA |
| Postal Code: | 28284 |
| Entity Type: | Limited Liability Company: DELAWARE |

PROPERTY NUMBERS Total: 30

| Property Type | Number | Word Mark |
|----------------|----------|--------------|
| Serial Number: | 75161595 | ARCTIC 180°S |
| Serial Number: | 75167921 | EARGRIPS |
| Serial Number: | 75326907 | FACCIA |
| Serial Number: | 75326908 | FACCIA |
| Serial Number: | 75326909 | FACCIA |
| Serial Number: | 75853292 | 180S |
| Serial Number: | 75853293 | 180S |
| Serial Number: | 75853294 | 180 DEGREES |
| Serial Number: | 76278136 | FACCIA BELLA |
| Serial Number: | 76338714 | 180S |
| Serial Number: | 76379487 | COLOR XPL |
| Serial Number: | 76446052 | GORGONZ |
| Serial Number: | 76446189 | G |
| Serial Number: | 76446613 | 180°S |

CH \$765.00 75161595

| | | |
|----------------|----------|---------------------------------|
| Serial Number: | 76448545 | G |
| Serial Number: | 76448971 | EXHALE HEATING SYSTEM |
| Serial Number: | 76449050 | GORGONZ |
| Serial Number: | 76481899 | G GORGONZ PERFORMANCE WORK GEAR |
| Serial Number: | 76976397 | FROM THE BLUE |
| Serial Number: | 78161584 | DEAD SPACE |
| Serial Number: | 78200780 | FTB |
| Serial Number: | 78229081 | MULTIZONE |
| Serial Number: | 78231690 | 180 S |
| Serial Number: | 78291574 | 180°S |
| Serial Number: | 78291575 | 180S |
| Serial Number: | 78291579 | ONE EIGHTIES |
| Serial Number: | 78410973 | PUSH |
| Serial Number: | 78411189 | |
| Serial Number: | 78493991 | EXOLITE |
| Serial Number: | 78494037 | 180S |

CORRESPONDENCE DATA

Fax Number: (202)728-0744
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 2027216405
Email: christine.wilson@t-t.com
Correspondent Name: Thomson & Thomson
Address Line 1: 1750 K Street, NW
Address Line 2: Suite 200
Address Line 4: Washington, DISTRICT OF COLUMBIA 20006

| | |
|--------------------|--------------------|
| NAME OF SUBMITTER: | CHRISTINE WILSON |
| Signature: | /CHRISTINE WILSON/ |
| Date: | 05/23/2005 |

Total Attachments: 6
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NOTICE OF TRADEMARK COLLATERAL SECURITY INTEREST

THIS NOTICE OF TRADEMARK COLLATERAL SECURITY INTEREST (this "Notice"), is made by and between 180S, INC., a Delaware corporation (the "Trademark Owner"), and PATRIARCH PARTNERS AGENCY SERVICES, LLC, a Delaware limited liability company, as agent for itself and the Lenders referenced below (in such capacity, the "Agent").

WHEREAS, Trademark Owner has adopted, used and is using, and is the sole owner of the trademarks set forth on Schedule 1 hereof (collectively, the "Trademarks");

WHEREAS, 180s, Inc. and the other Borrowers have issued the Secured Revolving Note dated as of April 4, 2005 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"; capitalized terms used but not defined herein shall have the meanings ascribed to them in the Credit Agreement) to Agent for the benefit of the lenders thereunder (the "Lenders");

WHEREAS, the Trademark Owner and Agent have entered into that certain Security Agreement, dated as of April 4, 2005 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement");

WHEREAS, to secure the due and prompt payment and performance of the Obligations (as defined in the Security Agreement), Trademark Owner pledged, assigned, hypothecated and transferred, and granted to the Agent, for itself and for the benefit of the Lenders, a continuing security interest in all of the Trademark Owner's right, title and interest in certain collateral, including the Trademarks; and

WHEREAS, it is the purpose of this document to memorialize the aforementioned security interest in a form suitable for recordation in the United States Patent and Trademark Office;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, effective as of the date of the Credit Agreement set forth

above, to secure the due and prompt payment and performance of the Obligations, Trademark Owner hereby confirms its pledge, assignment and grant to the Agent, for itself and for the benefit of the Lenders, of a continuing security interest in and lien on and to the Trademarks and all registrations and applications for registrations of the Trademarks, including the registrations and applications identified on Schedule 1, together with the goodwill of the business symbolized by the Trademarks and together with all of Trademark Owner's right to sue and recover for infringement of the Trademarks, free and clear of all liens, claims, charges, security interests, and other interests or encumbrances.

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IN WITNESS WHEREOF, this Notice has been duly executed, sealed and delivered by an authorized officer of each of the undersigned.

TRADEMARK OWNER:

180S, INC.

By: 

Name: *Brian Le Gette*
Title: *CEO*

AGENT:

PATRIARCH PARTNERS AGENCY SERVICES,
LLC

By: _____

Name: Lynn Tilton
Title: Manager

FROM

IN WITNESS WHEREOF, this Notice has been duly executed, sealed and delivered by an authorized officer of each of the undersigned.

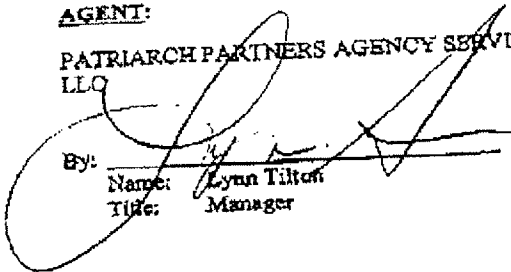
TRADEMARK OWNER:

1805, INC.

By: _____
Name:
Title:

AGENT:

PATRIARCH PARTNERS AGENCY SERVICES,
LLC

By:  _____
Name: Lynn Tilton
Title: Manager

Notice Of Trademark Collateral Security Interest

SCHEDULE 1
TO
NOTICE OF TRADEMARK COLLATERAL SECURITY INTEREST

| Trademark | Country Class(es) | Appl. No. Filing Date | Registration No. Registration Date |
|---------------------------|-------------------------|------------------------|------------------------------------|
| ARCTIC 180°s [and design] | U.S. (Class 25) | 75,161,595 9/6/96 | 2,143,509 3/10/98 |
| Eargrips | U.S. (Class 25) | 75/167,921 9/18/96 | 2,135,074 2/3/98 |
| Faccia | U.S. (Class 18) | 75/326,907 7/18/97 | 2,193,551 10/6/98 |
| Faccia | U.S. (Class 25) | 75/326,908 7/18/97 | 2,193,552 10/6/98 |
| Faccia | U.S. (Class 9) | 75/326,909 7/18/97 | 2,195,378 10/13/98 |
| 180s | U.S. (Class 25) | 75/853,292 11/19/99 | N/A |
| 180°s [and design] | U.S. (Class 25) | 75/853,293 11/19/99 | N/A |
| 180 Degrees | U.S. (Class 25) | 75/853,294 11/19/99 | N/A |
| Faccia Bella | U.S. (Class 25) | 76/278,136 6/28/01 | 2,735,360 7/8/03 |
| 180s | U.S. (Classes 9, 18) | 76/338,714 11/13/01 | N/A |
| Color XPL | U.S. (Class 9) | 76/379,487 3/6/02 | 2,845,675 5/28/04 |
| Gorgonz | U.S. (Classes 9, 25) | 76/446,052 8/30/02 | N/A |
| G [and design] | U.S. (Classes 9, 25) | 76/446,189 8/30/02 | N/A |
| 180°s | U.S. (Classes 9, 25) | 76/446,613 9/4/02 | 2,724,071 6/10/03 |
| G [and design] | U.S. (Class 9) | 76/448,545 9/11/02 | N/A |
| Exhale Heating System | U.S. (Class 25) | 76/448,971 9/11/02 | N/A |

| Trademark | Country | Appl. No. Filing Date | Registration No. Registration Date |
|--|-------------------------|----------------------------------|---|
| Gorgonz | U.S. (Class 9) | 76/449,050 9/11/02 | N/A |
| G Gorgonz Performance Work Gear [and design] | U.S. (Classes 9, 25) | 76/481,899 1/10/03 | N/A |
| From the Blue | U.S. (Class 25) | 76/976,397 9/11/02 | N/A |
| Dead Space | U.S. (Class 25) | 78/161,584 9/6/02 | N/A |
| FTB | U.S. (Classes 9, 25) | 78/200,780 1/7/03 | 2,890,258 9/28/04 |
| Multizone | U.S. (Class 25) | 78/229,081 3/24/03 | N/A |
| 180°s [and design] | U.S. (Class 18) | 78/231,690 3/30/03 | N/A |
| 180°s | U.S. (Class 25) | 78/291,574 8/25/03 | N/A |
| 180s | U.S. (Class 25) | 78/291,575 8/25/03 | N/A |
| One Eighties | U.S. (Class 25) | 78/291,579 8/25/03 | N/A |
| Push | U.S. (Classes 9, 25) | 78/410,973 4/29/04 | N/A |
| 0 [and design] | U.S. (Classes 9, 25) | 78/411,189 4/30/04 | N/A |
| Exolite | U.S. (Class 25) | 78/493,991 10/4/04 | N/A |
| 180s [and design] | U.S. (Classes 9, 25) | 78/494,037 10/4/04 | N/A |
| Ear Warmer Product Configuration | U.S. (Class 25) | TBD 1/19/05 | N/A |