

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
Brunschwig & Fils, Inc.		03/28/2006	CORPORATION: NEW YORK

RECEIVING PARTY DATA

Name:	The Bank of New York
Street Address:	123 Main Street
Internal Address:	HR CEN 04
City:	White Plains
State/Country:	NEW YORK
Postal Code:	10602
Entity Type:	CORPORATION: NEW YORK

PROPERTY NUMBERS Total: 21

Property Type	Number	Word Mark
Registration Number:	3054154	KIRK BRUMMEL
Serial Number:	76275450	LE CARROSSE COLLECTION
Registration Number:	2889868	EVERYWHERE YOU LOOK, THE LOOK IS BRUNDSCHWIG.
Registration Number:	2671928	SARATOGA
Serial Number:	76257531	CARROSSERIE COLLECTION
Registration Number:	2092892	BRUNDSCHWIG INTERNATIONAL
Registration Number:	2263377	B & F INTERNATIONAL
Registration Number:	1942947	BRUNDSCHWIG & FILS SARATOGA COLLECTION
Registration Number:	1933131	BRUNDSCHWIG & FILS
Registration Number:	1931487	BRUNDSCHWIG & FILS
Registration Number:	1864290	BRUNDSCHWIG & FILS SARATOGA COLLECTION
Serial Number:	74225069	MAISONNETTE COLLECTION
Registration Number:	1846068	BIS COLLECTION

CH \$540.00 3054154

Registration Number:	1649771	
Registration Number:	1610849	GOOD-DESIGN-IS-FOREVER
Registration Number:	1411345	BRUNSCHWIG & FILS
Registration Number:	1136244	SIMPLY SUEDE
Registration Number:	1024931	B & F
Registration Number:	1026841	BRUNSCHWIG & FILS
Registration Number:	1012308	BRUNSCHWIG & FILS
Registration Number:	1012244	BRUNSCHWIG & FILS

CORRESPONDENCE DATA

Fax Number: (866)826-5420
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 3016380511
Email: ipresearchplus@comcast.net
Correspondent Name: IP Research Plus, Inc.
Address Line 1: 21 Tadcaster Circle
Address Line 2: Attn: Penelope J.A. Agodoa
Address Line 4: Waldorf, MARYLAND 20602

NAME OF SUBMITTER:	Penelope J.A. Agodoa
Signature:	/pja/
Date:	04/11/2006

Total Attachments: 16
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SCHEDULE A

TRADEMARK SCHEDULE

	SERIAL NUMBER	REG. NUMBER	WORD MARK	LIVE/DEAD
1	78535348	3054154	KIRK BRUMMEL	LIVE
2	76275450		LE CARROSSE COLLECTION	DEAD
3	76480851	2889868	EVERYWHERE YOU LOOK, THE LOOK IS BRUNSWIG	LIVE
4	76378644	2671928	SARATOGA	LIVE
5	76257531		CARROSSERIE COLLECTION	DEAD
6	75118290	2092892	BRUNSWIG INTERNATIONAL	LIVE
7	75118289	2263377	B & F INTERNATIONAL	LIVE
8	74632134	1942947	BRUNSWIG & FILS SARATOGA COLLECTION	LIVE
9	74600337	1933131	BRUNSWIG & FILS	LIVE
10	74596960	1931487	BRUNSWIG & FILS	LIVE
11	74328393	1864290	BRUNSWIG & FILS SARATOGA COLLECTION	DEAD
12	74225069		MAISONNETTE COLLECTION	DEAD
13	74225068	1846068	BIS COLLECTION	DEAD
14	73834815	1649771		LIVE
15	73826754	1610849	GOOD-DESIGN-IS-FOREVER	LIVE
16	73588447	1411345	BRUNSWIG & FILS	LIVE
17	73186661	1136244	SIMPLY SUEDE	DEAD
18	73036505	1024931	B&F	LIVE
19	73033112	1026841	BRUNSWIG & FILS	LIVE
20	73029268	1012308	BRUNSWIG & FILS	LIVE
21	73029267	1012244	BRUNSWIG & FILS	LIVE

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of March 28, 2006, between **BRUNDSCHWIG & FILS, INC.** (the "Grantor") and **THE BANK OF NEW YORK** (together with its successors and assigns, the "Bank").

Reference is made to the Security Agreement, dated as of January 18, 2006, between the Grantor and the Bank (as amended, supplemented or otherwise modified from time to time, the "Security Agreement"). Unless defined herein, all capitalized terms used herein shall have the meaning ascribed to them in the Security Agreement.

In furtherance of the Security Interest granted by the Grantor to the Bank in accordance with the Security Agreement, Grantor is executing and delivering to the Bank this Trademark Agreement.

Accordingly, the Grantor and the Bank (and each of their respective successors or assigns), hereby agree as follows:

1. DEFINITIONS. The following terms shall have the meanings set forth in this Section 1 or elsewhere in this Trademark Agreement referred to below:

"Assignment of Marks" See Section 2(c).

"Associated Good Will" All good will of the Grantor and its business products and services appurtenant to, associated with or symbolized by the Trademarks and the use thereof.

"Event of Default" Any and all of the events described in Section 5 of the Security Agreement.

"Pledged Trademarks" All of the Grantor's right, title and interest in and to all of the Trademarks, the Trademark Registrations, the Trademark License Rights, the Trademark Rights, the Associated Goodwill, the Related Assets, and all accessions to, substitutions for, replacements of, and all products and proceeds of any and all of the foregoing.

"PTO" The United-States Patent and Trademark office.

"Related Assets" All assets, rights and interests of the Grantor that uniquely reflect or embody the Associated Goodwill, including the following:

(a) all trade secrets, confidential information, formulae, know-how, methods and operating systems, quality control procedures, service specifications, catalogs, price lists, and advertising materials, relating to the delivery, provision and sale of services under or in association with any of the Trademarks; and

(b) the following documents and things in the possession or under the control of the Grantor, or subject to its demand for possession or control, related to the production, delivery, provision and sale by the Grantor, or any licensee or contractor, of products or services sold by or under the authority of the Grantor in connection with the Trademarks or Trademark Rights, whether prior to, on or subsequent to the date hereof:

(i) all lists, contracts, ancillary documents and other information that identify, describe or provide information with respect to any customers or clients of the Grantor, its licensee or contractor, for services sold under or in connection with the Trademarks or Trademark Rights;

(ii) all agreements (including franchise agreements), service specification documents and operating and quality control manuals relating to or used in the delivery, provision and sale of services under or in connection with the Trademarks or Trademark Rights;

(iii) all agreements and documents constituting or concerning the present or future, current or proposed advertising and promotion by the Grantor, its licensees or contractors, of products or services sold under or in connection with the Trademarks or Trademark Rights.

"Trademark Agreement" This Trademark Security Agreement, as amended, supplemented or otherwise modified and in effect from time to time.

"Trademark License Rights" Any and all past, present or future rights and interests of the Grantor pursuant to any and all past, present and future franchising or licensing agreements in favor of the Grantor, or to which the Grantor is a party, pertaining to any Trademarks, Trademark Registrations, or Trademark Rights owned or used by third parties in the past, present or future, including the right (but not the obligation) in the name of the Grantor or the Bank to enforce, and sue and recover for, any breach or violation of any such agreement to which the Grantor is a party.

"Trademark Registrations" All past, present or future federal, state, local and foreign registrations of the Trademarks, all past, present and future applications for any such registrations (and any such registrations thereof upon approval of such applications), together with the right (but not the obligation) to apply for such registrations (and prosecute such applications) in the name of the Grantor or the Bank, and to take any and all actions necessary or appropriate to maintain such registrations in effect and renew and extend such registrations.

"Trademark Rights" Any and all present or future rights in, to and associated with the Trademarks throughout the world, whether arising under federal law, state law, common law, foreign law or otherwise, including the following: all such rights arising out of or associated with the Trademark Registrations; the right (but not the obligation) to register claims under any state, federal or foreign trademark law or regulation; the right

(but not the obligation) to sue or bring opposition or cancellation proceedings in the name of the Grantor or the Bank for any and all past, present and future infringements or dilution of or any other damages or injury to the Trademarks, the Trademark Rights, or the Associated Goodwill, and the rights to damages or profits due or accrued arising out of or in connection with any such past, present or future infringement, dilution, damage or injury; and the Trademark License Rights.

“Trademarks” All of the trademarks, service marks, designs, logos, indicia, trade names, corporate names, company names, business names, fictitious business names, trade styles, elements of package or trade dress, and other source and product or service identifiers, used or associated with or appurtenant to the products, services and businesses of the Grantor, that (a) are set forth on Schedule A hereto, or (b) have been adopted, acquired, owned, held or used by the Grantor or are now owned, held or used by the Grantor, in the Grantor’s business, or with the Grantor’s products and services, or in which the Grantor has any right, title or interest, or (c) are in the future adopted, acquired, owned, held and used by the Grantor in the Grantor’s business or with the Grantor’s products and services, or in which the Grantor in the future acquires any right, title or interest.

2. GRANT OF SECURITY INTEREST.

(a) As security for the payment or performance, as applicable, in full of the Liabilities, the Grantor hereby grants, bargains, sells, conveys, assigns, sets over, mortgages, pledges, and hypothecates to the Bank a security interest in, all of the right, title and interest of the Grantor in, to and under the Pledged Trademarks, including, without limitation, the Pledged Trademarks listed in Schedule A (the “Security Interest”). Without limiting the foregoing, the Bank is hereby authorized to file one or more financing statements, continuation statements, or other documents for the purpose of perfecting, granting, confirming, continuing, enforcing or protecting the Security Interest granted by the Grantor, without the signature of the Grantor, and naming the Grantor, as debtor and the Bank as secured party, and, only after the occurrence and during the continuance of an Event of Default, filings with the PTO (or any successor office or any similar office in any other country).

(b) The Security Interest is granted as security only and shall not subject the Bank to, or in any way alter or modify, any obligation or Liability of the Grantor with respect to or arising out of the Collateral.

(c) In addition, the Grantor has executed in blank and delivered to the Bank an assignment of federally registered trademarks in substantially the form of Exhibit 1 hereto (the “Assignment of Marks”). The Grantor hereby authorizes the Bank to complete as assignee and record with the PTO the Assignment of Marks upon the occurrence and during the continuance of an Event of Default and the proper exercise of the Bank’s remedies under this Trademark Agreement and the Security Agreement.

(d) Pursuant to the Security Agreement, the Grantor has granted to the Bank a continuing security interest in and lien on the Collateral (including the Trademarks). The Security Agreement, and all rights and interests of the Bank in and to the Collateral (including the Trademarks) thereunder, are hereby ratified and confirmed in all respects. In no event shall this Trademark Agreement, the grant, pledge and mortgage of the Trademarks hereunder, or the recordation of this Trademark Agreement (or any document hereunder) with the PTO, adversely affect or impair, in any way or to any extent, the Security Agreement, the security interest of the Bank in the Collateral (including the Trademarks) pursuant to the Security Agreement and this Trademark Agreement, the attachment and perfection of such security interest under the Uniform Commercial Code (including the security interest in the Trademarks), or any present or future rights and interests of the Bank in and to the Collateral under or in connection with the Security Agreement, this Trademark Agreement or the Uniform Commercial Code. Any and all rights and interests of the Bank in and to the Trademarks (and any and all obligations of the Grantor with respect to the Trademarks) provided herein, or arising hereunder or in connection herewith, shall only supplement and be cumulative and in addition to the rights and interests of the Bank (and the obligations of the Grantor) in, to or with respect to the Collateral (including the Trademarks) provided in or arising under or in connection with the Security Agreement and shall not be in derogation thereof.

3. REPRESENTATIONS AND WARRANTIES. The Grantor represents and warrants that: (a) Schedule A sets forth a true and complete list of all United States Trademark Registrations now owned, licensed, controlled or used by the Grantor; (b) the Trademarks and Trademark Registrations, other than those identified as "dead" on Schedule A, now existing are subsisting and have not been adjudged invalid or unenforceable, in whole or in part, and there is no litigation or proceeding pending concerning the validity or enforceability of the now existing Trademarks or Trademark Registrations material to its business; (c) to the best of the Grantor's knowledge, each of the now existing Trademarks and Trademark Registrations, other than those identified as "dead" on Schedule A, is valid and enforceable; (d) the Grantor has the unqualified right to enter into this Trademark Agreement and to perform its terms; and (e) the Grantor has used, and will continue to use, proper statutory and other appropriate proprietary notices in connection with its use of the Trademarks material to its business; (i) the Grantor has used, and will continue to use for the duration of this Trademark Agreement, consistent standards of quality services sold or provided under the Trademarks.

4. NO TRANSFER OR INCONSISTENT AGREEMENTS. Without the Bank's prior written consent, the Grantor will not (a) mortgage, pledge, assign, encumber, grant a security interest in, transfer, license or alienate any of the Trademarks except for a security interest granted to JPMorgan Chase Bank, N.A., or (b) enter into any agreement that is inconsistent with the Grantor's obligations under this Trademark Agreement or the Security Agreement.

5. AFTER-ACQUIRED TRADEMARKS, ETC.

(a) If, before the Liabilities of the Grantor shall have been finally paid and satisfied in full, the Grantor shall obtain any right, title or interest in or to any other or new Trademarks, Trademark Registrations or Trademark Rights, the provisions of this Trademark Agreement shall automatically apply thereto and the Grantor shall promptly provide to the Bank notice thereof in writing and execute and deliver to the Bank such documents or instruments as the Bank may reasonably request further to preserve or evidence the Bank's security interest therein.

(b) The Grantor authorizes the Bank to modify this Trademark Agreement and the Assignment of Marks, without the necessity of the Grantor's further approval or signature, by amending Schedule A hereto and the Annex to the Assignment of Marks solely for the purpose of including any future or other Trademarks, Trademark Registrations or Trademark Rights under Section 2 or Section 6.

6. TRADEMARK PROSECUTION.

(a) The Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with the Trademarks for so long as it owns the Trademarks.

(b) The Grantor shall have the right and to the extent deemed appropriate by the Grantor in its judgment the duty to prosecute diligently any trademark registration applications of the Trademarks pending as of the date of this Trademark Agreement or thereafter, to the extent deemed appropriate by the Grantor in its judgment to preserve and maintain all rights in the Trademarks and Trademark Registrations, including the filing of appropriate renewal applications and other instruments to maintain in effect the Trademark Registrations and the payment when due of all registration renewal fees and other fees, taxes and other expenses that shall be incurred or that shall accrue with respect to any of the Trademarks or Trademark Registrations. Any expenses incurred in connection with such applications and actions shall be borne by the Grantor. The Grantor shall not abandon any material filed trademark registration application, or any material Trademark Registration or Trademark, without the consent of the Bank, which consent shall not be unreasonably withheld unless abandonment is consistent with the applicable Grantor's judgment.

(c) The Grantor shall have the right and, to the extent consistent with its own judgment, the duty to bring suit or other action in the Grantor's own name to maintain and enforce the Trademarks, the Trademark Registrations and the Trademark Rights.

(d) In general, the Grantor shall take any and all such actions in its judgment (including, institution and maintenance of suits, proceedings or actions) as may be necessary or appropriate to properly maintain, protect, preserve, care for and enforce the Trademarks. To the extent consistent with the Grantor's judgment the Grantor shall not

take or fail to take any action, nor permit any action to be taken or not taken by others under its control, that would materially adversely affect the validity, grant or enforcement of the Trademarks.

(e) Promptly upon obtaining knowledge thereof, the Grantor will notify the Bank in writing of the institution of, or any final adverse determination in, any proceeding in the PTO or any similar office or agency of the United States or any foreign country, or any court, regarding the validity of any of the Trademarks or Trademark Registrations or the Grantor's rights, title or interests in and to the Trademarks, and of any event that does or reasonably could materially adversely affect the value of any of the Trademarks material to its business, the ability of the Grantor or the Bank to dispose of any of the Trademarks material to its business or the rights and remedies of the Bank in relation thereto (including but not limited to the levy of any legal process against any of the Trademarks) .

7. REMEDIES. Upon the occurrence and during the continuance of an Event of Default, the Bank shall have, in addition to all other rights and remedies given it by this Trademark Agreement (including, without limitation, those set forth in section 2(b)), and the Security Agreement, those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in the State of New York, and, without limiting the generality of the foregoing, the Bank may immediately, without demand of performance and without other notice (except as set forth next below) or demand whatsoever to the Grantor, all of which are hereby expressly waived, sell or license at public or private sale or otherwise realize upon the whole or from time to time any part of the Pledged Trademarks, or any interest that the Grantor may have therein, and after deducting from the proceeds of sale or other disposition of the Pledged Trademarks all expenses incurred by the Bank in attempting to enforce this Trademark Agreement (including all reasonable expenses for broker's fees and legal services), shall apply the residue of such proceeds toward the payment of the Liabilities as set forth in or by reference in the Security Agreement. Notice of any sale, license or other disposition of the Pledged Trademarks shall be given to the Grantor at least five (5) days before the time that any intended public sale or other public disposition of the Pledged Trademarks is to be made or after which any private sale or other private disposition of the Pledged Trademarks may be made, which the Grantor hereby agrees shall be reasonable notice of such public or private sale or other disposition. At any such sale or other disposition, the Bank may, to the extent permitted under applicable law, purchase or license the whole or any part of the Pledged Trademarks or interests therein sold, licensed or otherwise disposed of. Notwithstanding anything contained in any document, there shall be no assignment of intent to use rights, until those rights mature to registration.

8. COLLATERAL PROTECTION. If Grantor shall fail to do any act that it has covenanted to do hereunder, or if any representation or warranty of the Grantor hereunder shall be breached, the Bank, in its own name or that of the Grantor (in the sole discretion of the Bank), may (but shall not be obligated to) do such act or remedy such

breach (or cause such act to be done or such breach to be remedied), and the Grantor agrees promptly to reimburse the Bank for any cost or expense incurred by the Bank in so doing.

9. POWER OF ATTORNEY. If any Event of Default shall have occurred and be continuing, the Grantor does hereby make, constitute and appoint the Bank (and any officer or agent of the Bank as the Bank may select in its exclusive discretion) as the Grantor's true and lawful attorney-in-fact, with full power of substitution and with the power to endorse the Grantor's name on all applications, documents, papers and instruments necessary for the Bank to use the Pledged Trademarks, or to grant or issue any exclusive or nonexclusive license of any of the Pledged Trademarks to any third person, or to take any and all actions necessary for the Bank to assign, pledge, convey or otherwise transfer title in or dispose of any of the Pledged Trademarks or any interest of the Grantor therein to any third person, and, in general, to execute and deliver any instruments or documents and do all other acts that the Grantor is obligated to execute and do hereunder. The Grantor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof and releases the Bank from any claims, liabilities, causes of action or demands arising out of or in connection with any action taken or omitted to be taken by the Bank under this power of attorney (except for the Bank's gross negligence or willful misconduct). This power of attorney is coupled with an interest and shall be irrevocable for the duration of this Trademark Agreement.

10. FURTHER ASSURANCES. The Grantor shall, at any time and from time to time, and at its expense, make, execute, acknowledge and deliver, and file and record as necessary or appropriate with governmental or regulatory authorities, agencies or offices, such agreements, assignments, documents and instruments, and do such other and further acts and things (including, without limitation, obtaining consents of third parties), as the Bank may reasonably request or as may be necessary or appropriate in order to implement and effect fully the intentions, purposes and provisions of this Trademark Agreement, or to assure and confirm to the Bank the grant, perfection and priority of the Bank's security interest in the Trademarks.

11. TERMINATION. At such time as all of the Liabilities have been finally paid and satisfied in full, this Trademark Agreement shall terminate and the Bank shall, upon the written request and at the expense of the Grantor, execute and deliver to the Grantor all assignments, releases and other instruments as may be necessary or proper to reassign and reconvey to and re-vest in the Grantor the entire right, title and interest to the Pledged Trademarks previously granted, assigned, transferred and conveyed to the Bank by the Grantor pursuant to this Trademark Agreement, as fully as if this Trademark Agreement had not been made, subject to any disposition of all or any part thereof that may have been made by the Bank pursuant hereto or to the Security Agreement.

12. COURSE OF DEALING. No course of dealing between the Grantor and the Bank nor any failure to exercise, nor any delay in exercising, on the part of the Bank,

any right, power or privilege hereunder or under the Security Agreement or any other agreement 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. NO ASSUMPTION OF LIABILITY; INDEMNIFICATION. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, THE BANK ASSUMES NO LIABILITIES OF THE GRANTOR WITH RESPECT TO ANY CLAIM OR CLAIMS REGARDING THE GRANTOR'S OWNERSHIP OR PURPORTED OWNERSHIP OF, OR RIGHTS OR PURPORTED RIGHTS ARISING FROM, ANY OF THE TRADEMARKS OR ANY USE, LICENSE OR SUBLICENSE THEREOF, WHETHER ARISING OUT OF ANY PAST, CURRENT OR FUTURE EVENT, CIRCUMSTANCE, ACT OR OMISSION OR OTHERWISE, ABSENT THE BANK'S GROSS NEGLIGENCE OR WILFUL MISCONDUCT, AND ABSENT THE BANK'S GROSS NEGLIGENCE OR WILFUL MISCONDUCT ALL OF SUCH LIABILITIES SHALL BE EXCLUSIVELY THE RESPONSIBILITY OF THE GRANTOR, AND, ABSENT THE BANK'S GROSS NEGLIGENCE OR WILFUL MISCONDUCT, THE GRANTOR SHALL INDEMNIFY THE BANK FOR ANY AND ALL COSTS, EXPENSES, DAMAGE AND CLAIMS, INCLUDING LEGAL FEES, INCURRED BY THE BANK WITH RESPECT TO SUCH LIABILITIES.

14. REIMBURSEMENT OF SECURED PARTY

(a) The Grantor agrees to pay on demand to the Bank (i) all reasonable out-of-pocket expenses incurred by the Bank, including the reasonable fees, charges and disbursements of counsel for the Bank, in connection with the preparation and administration of this Trademark Agreement or any amendments, modifications or waivers of the provisions of this Trademark Agreement and the Security Agreement, (ii) all out-of-pocket expenses incurred by the Bank, including the reasonable fees, charges and disbursements of any counsel for the Bank, in connection with the enforcement or protection of its rights in connection with the Security Agreement, including its rights under this Section, or in connection with any loans made including all such out-of-pocket expenses incurred during any workout, restructuring or negotiations in respect of such loans, (iii) the reasonable out of pocket expenses in connection with the custody or preservation of, or the sale of, collection from, or realization upon, any of the Collateral owned or held by or on behalf of such Grantor, or (iv) reasonable out-of-pocket expenses incurred as a result of the failure of such Grantor to perform or observe any of the provisions hereof.

(b) The Grantor agrees to indemnify the Bank, its Affiliates and each of their respective control persons, officers, directors, employees and agents (each, an "Indemnitee") against, and hold each Indemnitee harmless from, any and all losses, claims, damages, liabilities and related expenses, including the fees, charges and

disbursements of any counsel for such Indemnitee, incurred by or asserted against such Indemnitee arising out of, in connection with, or as a result of (i) the execution or delivery of the Security Agreement, this Trademark Agreement or any agreement or instrument contemplated thereby, the performance by the Grantor of its obligations thereunder or the consummation by the Grantor of any transactions contemplated thereby, (ii) any loan or the use of the proceeds from such loan, (iii) any actual or alleged presence or release of hazardous materials on or from any property owned or operated by the Grantor or any of its subsidiaries, or any environmental liability related in any way to the Grantor or any of its subsidiaries or (iv) any actual or prospective claim, litigation, investigation or proceeding relating to any of the foregoing, whether based on contract, tort or any other theory and regardless of whether such Indemnitee is a party thereto, *provided that* such indemnity shall not, as to such Indemnitee, be available to the extent that such losses, claims, damages, liabilities or related expenses arise from any prepayment of the loans, reductions or termination of such loans or are determined by a court of competent jurisdiction by final and non-appealable judgment to have resulted from the gross negligence or willful misconduct of such Indemnitee.

(c) Any amounts payable as provided hereunder shall be additional Liabilities secured hereby and by the Security Agreement. The provisions of this Section shall remain operative and in full force and effect regardless of the termination of this Trademark Agreement or the Security Agreement, the consummation of the transactions contemplated hereby, the repayment of any Liabilities, the invalidity or unenforceability of any term or provision of this Trademark Agreement or the Security Agreement or any investigation made by or on behalf of the Bank.

15. WAIVERS; AMENDMENT

(a) No failure or delay of the Bank in exercising any power or right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or power, or any abandonment or discontinuance of steps to enforce such a right or power, preclude any other or further exercise thereof or the exercise of any other right or power. The rights and remedies of the Bank hereunder and under the Security Agreement are cumulative and are not exclusive of any rights or remedies that they would otherwise have. No waiver of any provision of this Trademark Agreement or the Security Agreement or consent to any departure by the Grantor therefrom shall in any event be effective unless the same shall be permitted by paragraph (b) of this Section, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given. No notice or demand on the Grantor in any case shall entitle the Grantor to any other or further notice or demand in similar or other circumstances.

(b) Neither this Trademark Agreement nor any provision hereof may be waived, amended or modified except pursuant to a written agreement entered into by, between or among the Bank and the other parties hereto.

16. NOTICES

All communications and notices hereunder to the Grantor shall be given at the address set forth in the Security Agreement.

17. BINDING EFFECT; SEVERAL AGREEMENT; ASSIGNMENTS

This Trademark Agreement shall become effective as to the Grantor when a counterpart hereof executed on behalf of the Grantor shall have been delivered to the Bank and a counterpart hereof shall have been executed on behalf of the Bank, and thereafter shall be binding upon the Grantor and the Bank and their respective successors and assigns, and shall inure to the benefit of the Grantor, the Bank and their respective successors and assigns, except that the Grantor shall not have the right to assign its rights or obligations hereunder or any interest herein or in the Collateral (and any such attempted assignment shall be void) except as expressly contemplated by this Trademark Agreement or the Security Agreement.

18. SURVIVAL OF AGREEMENT; SEVERABILITY

(a) All covenants, agreements, representations and warranties made by the Grantor herein and in the certificates or other instruments prepared or delivered in connection with or pursuant to this Trademark Agreement or the Security Agreement shall be considered to have been relied upon by the Bank and shall survive the execution and delivery of this Trademark Agreement and the Security Agreement and the making of any loan, regardless of any investigation made by the Bank or on its behalf, and shall continue in full force and effect until this Trademark Agreement shall terminate.

(b) In the event any one or more of the provisions contained in this Trademark Agreement or the Security Agreement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein or therein shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic and other effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

19. GOVERNING LAW

THIS TRADEMARK AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

20. COUNTERPARTS

This Trademark Agreement may be executed in one or more counterparts, each of which shall constitute an original, but all of which, when taken together, shall constitute but one contract (subject to Section 17), and shall become effective as provided in Section 17. Delivery of an executed counterpart of this Trademark Agreement by facsimile transmission shall be as effective as delivery of a manually executed counterpart of this Trademark Agreement.

21. HEADINGS

Section headings used herein are for convenience of reference only, are not part of this Trademark Agreement and are not to affect the construction of, or to be taken into consideration in interpreting, this Trademark Agreement.

22. WAIVER OF JURY TRIAL

THE GRANTOR AND THE BANK EACH WAIVE TRIAL BY JURY IN CONNECTION WITH THIS TRADEMARK AGREEMENT OR ANY DISPUTE OR OTHER MATTERS.

23. MISCELLANEOUS. This Trademark Agreement and all rights and obligations hereunder shall be binding upon the Grantor and its successors and assigns, and shall inure to the benefit of the Bank and its successors and assigns. If any term of this Trademark Agreement shall be held to be invalid, illegal or unenforceable, the validity of all other terms hereof shall in no way be affected thereby, and this Trademark Agreement shall be construed and be enforceable as if such invalid, illegal or unenforceable term had not been included herein. The Grantor acknowledges receipt of a copy of this Trademark Agreement.

[The remainder of this page has been intentionally left blank]

IN WITNESS WHEREOF, this Trademark Agreement has been executed as of the day and year first above written.

BRUNSWIG & FILS, INC.

By: T. Olivier Peardon
Name: T. OLIVIER PEARDON
Title: PRESIDENT + CEO.

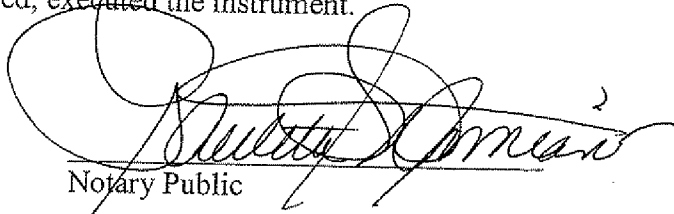
THE BANK OF NEW YORK

By:

Cathie A. Schaffer
Name: Cathie A. Schaffer
Title: Vice President

STATE OF NEW YORK)
) ss:
COUNTY OF ~~NEW YORK~~)
Westchester

On the ^{28th} day of March, 2006 before me, the undersigned, a notary public in and for said state, personally appeared T. OLIVIER PEARDON 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/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


PAULETTE S. ...
Notary Public, New York
No. 123456789
Qualified in Westchester
County of Birth: 6/2/07

IN WITNESS WHEREOF, this Trademark Agreement has been executed as of the day and year first above written.

BRUNSWIG & FILS, INC.

By: _____
Name:
Title:

THE BANK OF NEW YORK

By: 
Name: Cathie A. Schaffer
Title: Vice President

[Signature Page to Trademark Security Agreement]