

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
Show & Prove LLC		04/06/2006	LIMITED LIABILITY COMPANY: NEW JERSEY

RECEIVING PARTY DATA

Name:	The CIT Group/Commercial Services, Inc.
Street Address:	1211 Avenue of the Americas
City:	New York
State/Country:	NEW YORK
Postal Code:	10036
Entity Type:	CORPORATION: NEW YORK

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Serial Number:	78834791	STILL FREE
Serial Number:	78414260	MARC ECKO'S GETTING UP CONTENTS UNDER PRESSURE
Serial Number:	78446875	SWEAT EQUITY PROJECT
Serial Number:	78522446	HEIST
Serial Number:	78573607	GETTING UP
Serial Number:	78573623	GETTING UP
Serial Number:	78573631	GETTING UP
Serial Number:	78574324	X
Serial Number:	78574343	X
Serial Number:	78574352	X
Serial Number:	78611088	HIRE GROUND

CORRESPONDENCE DATA

Fax Number: (866)826-5420

900047542

**TRADEMARK
 REEL: 003297 FRAME: 0227**

CH \$290.00 78834791

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

ATTORNEY DOCKET NUMBER:	30760
NAME OF SUBMITTER:	Penelope J.A. Agodoa
Signature:	/pja/
Date:	04/25/2006

Total Attachments: 11
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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
 Show & Prove LLC
 40 West 23rd St.
 New York, NY 10010

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State: New York
 Other Limited Liability Company

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies):
 Name: The CIT Group/Commercial Services, Inc.
 Internal Address: _____
 Street Address: 1211 Avenue of the Americas
 City: New York State: NY ZIP: 10036

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State New York
 Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached Yes No
 (Designations must be a separate document from Assignment)
 Additional Name(s) & address(es) attached? Yes No

3. Nature of conveyances:

Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: April 06, 2006

4. Application Number(s) or registration number(s):
 A. Trademark Application.(s)
SEE ATTACHED SCHEDULE B

Additional numbers attached? Yes No

B. Trademark registration No.(s)
See Attached Schedule B

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Federal Research Corporation
 Internal Address: _____

Street Address: 400 Seventh Avenue, N.W., Suite 101

City: Washington State: DC ZIP: 20004

6. Total number of applications and registrations involved: 11

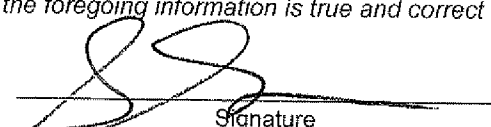
7. Total fee (37 CFR 3.41): \$ _____
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number: _____

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document

Sonali Shah, Esq.  April 6, 2006
 Name of Person Signing Signature Date

Total number of pages including coversheet, attachments and document: 11

Mail documents to be recorded with required coversheet information to:
 Commissioner of Patents & Trademarks, Box Assignments
 Washington, D.C. 20231

**GRANT OF SECURITY INTEREST IN
PATENTS, TRADEMARKS AND LICENSES**

THIS GRANT OF SECURITY INTEREST IN PATENTS, TRADEMARKS AND LICENSES (herein the "Agreement") made as of this 6 day of April, 2006, by **SHOW & PROVE LLC**, a New Jersey limited liability company having its principal place of business at 40 West 23rd Street, New York, NY 10010 (herein the "Company"), and **THE CIT GROUP/COMMERCIAL SERVICES, INC.**, a New York corporation ("CIT"), with offices at 1211 Avenue of the Americas, New York, New York 10036, CIT, as agent for Lenders (in such capacity, the "Agent").

WITNESSETH:

WHEREAS, the Company's affiliates, Complex Media, LLC, Ecko.Complex LLC, Ecko Direct, LLC, F-50, LLC., Flight Club, LLC, Marc Ecko Enterprises Accessories, LLC, and Zoo York LLC (the "Clients"), Agent and Lenders are parties to a Second Amended and Restated Financing Agreement dated as of the date hereof pursuant to which Agent and Lenders may make certain loans and advances to such affiliates, all as further set forth in the loan and security documents executed in connection therewith (as amended, restated, supplemented or otherwise modified from time to time, the "Financing Agreement"); and the Company has guaranteed the payment thereof to CIT pursuant to the Second Amended and Restated Guaranty dated as of the date hereof (the "Guaranty").

WHEREAS, to secure payment and performance of its obligations under the Guaranty, and as a condition precedent to the effectiveness of the Financing Agreement, the Company and Agent agreed to grant to Agent, for itself and for the ratable benefit of Lenders, a security interest in all of the Company's Intellectual Property Collateral (as defined herein);

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce Agent and the Lenders to continue to make loans to the Clients pursuant to the Financing Agreement, the Company agrees with Agent, for the benefit of the Lenders, as follows (and, in the case of attachments, in the forms attached hereto):

1. **Definitions.** Capitalized terms used herein and defined in the Financing Agreement shall have the meanings set forth therein unless otherwise specifically defined herein.
2. **Grant of Security Interest.** To secure the payment of the "Obligations" (as defined in the Financing Agreement and the Guaranty), the Company hereby grants to Agent for its benefit and the benefit of Lenders a continuing first priority security interest, effective immediately, in all of the Company's right, title and interest in and to all of the following described property, whether now owned or hereafter acquired (collectively herein the "Intellectual Property Collateral"):
 - (i) Trademarks, trademark registrations, recordings and/or applications, tradenames, trade styles, service marks, prints and labels on which any of the foregoing have or may appear, designs, general intangibles pertaining to any of the foregoing, including, without limitation, the trademarks and applications, if any, listed on **Schedule B** attached

hereto and made a part hereof, and any and all reissues and/or renewals thereof, and all income, royalties, damages and payments now and hereafter due and/or payable in connection therewith including, without limitation, damages and payments for past or future infringements thereof (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the "Trademark Collateral");

- (ii) Patents and patent applications and/or registrations together with the inventions and improvements described and claimed therein including, without limitation, the patents and applications, if any, listed on **Schedule A**, attached hereto and made a part hereof, and any and all reissues and renewals thereof and all income, royalties, damages and payments now and hereafter due and/or payable in connection therewith including, without limitation, damages and payments for past or future infringements thereof (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the "Patent Collateral");
- (iii) Any license agreement in which the Company is or becomes licensed to use any patents and/or trademarks owned by a third party including, without limitation, the licenses, if any, listed on **Schedule C** attached hereto and made a part hereof (all of the foregoing are sometimes referred to herein individually and/or collectively as the "License Collateral");
- (iv) The goodwill of the Company's business connected with and symbolized by the Intellectual Property Collateral;
- (v) Any and all of the Company's rights and interests in any of the foregoing as they relate to the Company's Accounts, Inventory, Equipment and General Intangibles, or any Collateral bearing any of the foregoing, including without limitation the right to sell Inventory, goods and property bearing or covered by any of the foregoing Intellectual Property; and
- (vi) All cash and non-cash proceeds, royalties and income of the foregoing, including without limitation any amounts obtained pursuant to any infringement action.

3. **Agent's Rights.** Upon the occurrence of any Event of Default hereunder, Agent shall have all the rights and remedies of a secured party under the Uniform Commercial Code and any other applicable state or federal laws. Agent will give the Company reasonable notice of the time and place of any public sale of the Intellectual Property Collateral or the time after which any private sale of the Intellectual Property Collateral or any other intended disposition thereof is to be made. Unless otherwise provided by law, the requirement of reasonable notice shall be met if such notice is mailed, postage prepaid to the address of the Company set forth above at least ten (10) days before the date of such sale or disposition. In addition to the foregoing and all other rights and remedies of Agent upon the occurrence of any Event of Default hereunder, Agent shall thereupon have the immediate right to transfer to itself or to sell, assign and transfer to any other person all right, title and interest in and to all or any part of the Intellectual Property Collateral. A formal irrevocable power of attorney (in the form annexed hereto) is being executed and delivered by the Company to Agent concurrently with this Agreement to enable such rights to be carried out. The Company agrees that, in the event Agent exercises its rights hereunder and/or pursuant to said power of attorney in accordance with its terms, after written

notification of such exercise from Agent to the Company, the Company shall never thereafter, without the prior written authorization of the owner or owners of such Intellectual Property Collateral, use any of such Intellectual Property Collateral. The condition of the foregoing provision is such that unless and until there occurs an Event of Default under this agreement, the Company shall continue to own and use the Intellectual Property Collateral in the normal course of their business and to enjoy the benefits, royalties and profits therefrom provided, however, that from and after the occurrence of an Event of Default such right will, upon the exercise by Agent of the rights provided by this agreement, be revoked and the right of the Company to enjoy the uses, benefits, royalties and profits of said Intellectual Property Collateral will wholly cease, whereupon Agent or its transferee(s) shall be entitled to all of the Company's right, title and interest in and to the Intellectual Property Collateral hereby so assigned. This Agreement will not operate to place upon Agent any duty or responsibility to maintain the Intellectual Property Collateral.

4. **Fees.** The Company will pay all filing fees with respect to the security interest created hereby which Agent may deem necessary or advisable in order to perfect and maintain the perfection of its security interest in the Intellectual Property Collateral.

5. **Representations and Warranties.** The Company represents and warrants: that the Company lawfully possess and own the Intellectual Property Collateral and that except for the security interest granted hereby, the Intellectual Property Collateral will be kept free from all liens, security interests, claims and encumbrances whatsoever; that the Company has not made or given any prior assignment, transfer or security interest in the Intellectual Property Collateral or any of the proceeds thereof; that the Intellectual Property Collateral is and will continue to be, in all respects, in full force and effect; and that there are no known infringements of the Intellectual Property Collateral. The Company agrees not to take any action inconsistent with the terms and intent hereof, provided that the Company may enter into licensing agreements in the ordinary course of its business on fair and reasonable terms, provided further that no Event of Default (as defined herein below) has occurred and that any such agreement does not adversely effect Agent's rights and interests hereunder. The Company hereby further agrees to provide notice to Agent of any hereafter acquired Intellectual Property Collateral, provided that any such Collateral shall be automatically subject to the terms hereof and provided that the Company shall take any such additional action as Agent shall reasonably request with respect thereto.

6. **Application of Proceeds.** The proceeds of any sale, transfer or disposition of the Intellectual Property Collateral shall be applied first to all costs and expenses, including, but not limited to, reasonable attorneys' fees and expenses and court costs, incurred by Agent in connection with such sale and the exercise of Agent's rights and remedies hereunder and under the Financing Agreement; next, such proceeds shall be applied to the payment, in whole or in part, of the Obligations in accordance with the terms of the Financing Agreement; and the balance, if any, shall be paid to the Company or as a court of competent jurisdiction may direct.

7. **Defense of Claims.** The Company will defend at its own cost and expense any action, claim or proceeding affecting the Intellectual Property Collateral or the interest of Agent therein. The Company agrees to reimburse Agent for all costs and expenses incurred by Agent in defending any such action, claim or proceeding.

8. **Rights Cumulative.** This Agreement shall be in addition to the Financing Agreement and Guaranty and shall not be deemed to affect, modify or limit the Financing Agreement or the Guaranty or any rights that Agent and Lenders have under the Financing Agreement and Guaranty. The Company agrees to execute and deliver to Agent (at the Company's expense) any further documentation or papers necessary to carry out the intent or purpose of this agreement including, but not limited to, financing statements under the Uniform Commercial Code.

9. **Construction and Invalidity.** Any provisions hereof contrary to, prohibited by or invalid under any laws or regulations shall be inapplicable and deemed omitted here from, but shall not invalidate the remaining provisions hereof.

10. **CHOICE OF LAW.** THE COMPANY AGREES THAT THE VALIDITY, INTERPRETATION AND ENFORCEMENT OF THIS AGREEMENT AND ALL RIGHTS HEREUNDER SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK. THIS AGREEMENT TOGETHER WITH THE AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT OF THE COMPANY AND CIT WITH RESPECT TO THE INTELLECTUAL PROPERTY COLLATERAL, CAN ONLY BE CHANGED OR MODIFIED IN WRITING AND SHALL BIND AND BENEFIT THE COMPANY, CIT AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS. THE COMPANY AND AGENT EACH HEREBY EXPRESSLY WAIVES ANY RIGHT OF TRIAL BY JURY ON ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION ARISING HEREUNDER.

11. **Events of Default.** Any of the following constitutes an Event of Default under this Agreement:

- (i) The Company fails to perform or observe any agreement, covenant or condition required under this Agreement;
- (ii) Any warranty or representation made by Company, in this Agreement shall be or becomes false or misleading in any material respect; or
- (iii) The occurrence of any Event of Default under the Financing Agreement which is not waived in writing by Agent and Lenders.

12. **Notices.** The Company covenants and agrees that, with respect to the Intellectual Property Collateral, it will give Agent written notice in the manner provided in the Financing Agreement of:

- (i) any claim by a third party that the Company has infringed on the rights of a third party;
- (ii) any suspected infringement by a third party on the rights of the Company; or
- (iii) any Intellectual Property Collateral created, arising or acquired by the Company after the date hereof.

13. **Further Assurances.** The Company will take any such action as Agent may reasonably require to further confirm or protect Agent's rights under this Agreement in the Intellectual

Property Collateral. In furtherance thereof, the Company hereby grants to Agent a power of attorney coupled with an interest which shall be irrevocable during the term of this Agreement to execute any documentation or take any action on the Company's behalf required to effectuate the terms, provisions and conditions of this Agreement.

14. **Termination.** This Agreement shall terminate upon termination of the Financing Agreement and full, final and indefeasible payment in cash of all Obligations of the Clients thereunder. Upon the Clients' request, Agent shall within a reasonable time after any such termination execute and deliver to the Clients (at the Clients' expense) such documents and instruments as are reasonably necessary to evidence such termination and release of the security interest granted herein on any applicable public record.

15. **The Agent.** Each reference herein to any right granted to, benefit conferred upon, or power exercisable, exercised, or action taken by, the Agent shall be deemed to be a reference to the right granted to, benefit conferred upon, and power exercisable, exercised, and action taken by, the Agent in its capacity as Agent for the benefit of the Lenders, all as more fully set forth in the Financing Agreement.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the 6th day of April, 2006.

Company:

SHOW & PROVE LLC

By:  _____

Name: Seth Gerszberg

Title: President

Agreed and Accepted this ___ day of April,
2006:

**THE CIT GROUP/COMMERCIAL
SERVICES, INC., as Agent**

By:  _____

Name: Anthony Montemarano

Title: Vice President

STATE OF)

COUNTY OF)

On April 6th, 2006, before me, the undersigned, a notary public in and for said State, personally appeared Seth Gerszberg known to me to be the President of Show & Prove LLC, the limited liability Company that executed the within instrument, and acknowledged to me that such limited liability Company executed the within instrument pursuant to their operating agreements and a resolution of their board of managers.

WITNESS my hand and official seal.



Notary Public

Joselyn Fine
Notary Public, State of New York
No. 01FI6139884
Qualified in New York County
Commission Expires 1/17/2010

**SCHEDULE A TO GRANT OF SECURITY INTEREST IN PATENTS,
TRADEMARKS AND LICENSES**

**between
SHOW & PROVE LLC
and
THE CIT GROUP/COMMERCIAL SERVICES, INC.**

U.S. PATENTS

NONE

**SCHEDULE B TO GRANT OF SECURITY INTEREST IN PATENTS,
TRADEMARKS AND LICENSES**

between
SHOW & PROVE LLC
and
THE CIT GROUP/COMMERCIAL SERVICES, INC.

U.S. TRADEMARKS

Owner	Trademark	Application No.	Application Date	Registration No.	Registration Date
Show & Prove LLC	STILL FREE	78/834,791	Mar/10/2006		
Show & Prove LLC	MARC ECKO'S GETTING UP CONTENTS UNDER PRESSURE & Design	78/414,260	May/06/2004		
Show & Prove LLC	SWEAT EQUITY PROJECT	78/446,875	Jul/07/2004		
Show & Prove LLC	HEIST	78/522,446	Nov/24/2004		
Show & Prove LLC	GETTING UP	78/573,607	Feb/23/2005		
Show & Prove LLC	GETTING UP	78/573,623	Feb/23/2005		
Show & Prove LLC	GETTING UP	78/573,631	Feb/23/2005		
Show & Prove LLC	X Design (paint drip)	78/574,324	Feb/24/2005		
Show & Prove LLC	X Design (paint drip)	78/574,343	Feb/24/2005		
Show & Prove LLC	X Design (paint drip)	78/574,352	Feb/24/2005		
Show & Prove LLC	HIRE GROUND	78/611,088	Apr/18/2005		

**SCHEDULE C TO GRANT OF SECURITY INTEREST IN PATENTS,
TRADEMARKS AND LICENSES**

between

SHOW & PROVE LLC

and

THE CIT GROUP/COMMERCIAL SERVICES, INC.

U.S. LICENSES

NONE