

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
BC International Group, Inc.		06/30/2006	CORPORATION: NEW YORK

RECEIVING PARTY DATA

Name:	Wachovia Bank, National Association
Street Address:	12 East 49th Street
City:	New York
State/Country:	NEW YORK
Postal Code:	10017
Entity Type:	Association: UNITED STATES

PROPERTY NUMBERS Total: 24

Property Type	Number	Word Mark
Registration Number:	838873	BEN KAHN
Registration Number:	1037545	THE FUR VAULT
Registration Number:	1143687	BEN KAHN
Registration Number:	1166583	MAXIMILIAN
Registration Number:	2835308	MAXIMILIAN
Registration Number:	3010303	PLATINUM MIST
Registration Number:	3010304	SATIN MIST
Registration Number:	3010305	SILK GLOW
Registration Number:	3025734	SILK GLOSS
Registration Number:	3031187	YEAR ROUND PROTECTION PLAN
Registration Number:	3033622	SIGNATURE FUR PROTECTION PLAN
Registration Number:	3036109	MAXIMILIAN
Registration Number:	3075188	GOLD STAR PROTECTION PLAN
Registration Number:	3080046	MAXIMILIAN

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Registration Number:	3081218	LEGENDARY PROTECTION PLAN
Registration Number:	3081219	PLATINUM PROTECTION PLAN
Registration Number:	3081220	FIVE STAR PROTECTION PLAN
Serial Number:	76636461	THE FUR SALON
Serial Number:	76636460	BLACK DIAMOND
Serial Number:	76636455	FUR GALLERY
Serial Number:	76636454	BEN KAHN
Serial Number:	76636453	MAXIMILIAN
Serial Number:	76605317	FUR REGISTRY
Serial Number:	76590378	BLACK DIAMOND

CORRESPONDENCE DATA

Fax Number: (212)440-4401
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 2124404400
Email: bruce.levine@bipc.com
Correspondent Name: Bruce Levine
Address Line 1: One Chase Manhattan Plaza
Address Line 4: New York, NEW YORK 10005

NAME OF SUBMITTER:	David Abrams
Signature:	/David Abrams/
Date:	07/28/2006

Total Attachments: 12
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Trademark Schedule

Trademark	Application No. / Registration No.	Filed Date / Registration Date
Ben Kahn	838,873	11/14/1967
Ben Kahn	76/636,454	4/20/2005
Ben Kahn	1,143,687	12/16/1980
Black Diamond	76/590,378	5/4/2004
Black Diamond	76/636,460	4/20/2005
Five Star Protection Plan	3,081,220	4/18/2006
Fur Gallery	76/636,455	4/20/2005
Fur Registry	76/605,317	8/3/2004
Fur Salon	76/636,461	4/20/2005
Gold Star Protection Plan	3,075,188	4/4/2006
Legendary Protection Plan	3,081,218	4/18/2006
Maximilian	1,166,583	8/25/1981
Maximilian	3,080,046	4/11/2006
Maximilian	3,036,109	12/27/2005
Maximilian	2,835,308	4/20/2004
Maximilian	76/636,453	4/20/2005
Platinum Mist	3,010,303	11/1/2005
Platinum Protection Plan	3,081,219	4/18/2006
Satin Mist	3,010,304	11/1/2005
Signature Fur Protection Plan	3,033,622	12/27/2005
Silk Gloss	3,025,734	12/13/2005
Silk Glow	3,010,305	11/1/2005
The Fur Vault	1,037,545	4/6/1976
Year Round Protection Plan	3,031,187	12/20/2005

**COLLATERAL ASSIGNMENT OF TRADEMARKS
(SECURITY AGREEMENT)**

COLLATERAL ASSIGNMENT OF TRADEMARKS (SECURITY AGREEMENT) dated as of June 30, 2006, between BC INTERNATIONAL GROUP, INC., a New York corporation with offices at 922 Riverview Drive, Totowa, New Jersey 07512 (“Grantor”), and WACHOVIA BANK, NATIONAL ASSOCIATION, a national banking association with an office at 12 East 49th Street, New York, New York 10017 (“Grantee”).

WITNESSETH:

WHEREAS, Grantee and Grantor have entered into a Loan and Security Agreement dated the date hereof (together with all supplements and amendments thereto and all extensions, renewals, restatements and replacements thereof, the “Loan Agreement,” and such Loan Agreement together with all agreements, instruments and documents now or hereafter entered into or delivered in connection therewith, collectively, the “Loan Documents”), pursuant to which Grantee may make loans and advances and provide other financial arrangements to Grantor, subject to the terms and provisions of the Loan Documents;

WHEREAS, Grantor grants to Grantee a security interest in certain of its personal property pursuant to the Loan Agreement;

WHEREAS, Grantor owns all right, title, and interest in and to, among other things, certain United States and foreign trademarks, trademark registrations, and trademark applications and trade names, including, but not limited to, those set forth on Exhibit 1 hereto (the “Trademarks”);

WHEREAS, in order to secure Grantor’s Obligations (as defined in the Loan Agreement) to Grantee, Grantor has agreed to grant to Grantee a security interest in the Trademarks and the goodwill and certain other assets with respect to the Trademarks, as further set forth herein, and Grantee has requested Grantor to enter into this Agreement to evidence such security interest. All capitalized terms used herein and not defined shall have the meanings ascribed thereto in the Loan Agreement.

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that for valuable consideration received and to be received, as security for the full payment and performance of the Obligations, and to induce Grantee to make loans and advances to Borrower, Grantor hereby grants to Grantee a security interest in the following property of Grantor:

- (a) the Trademarks;

- (b) all registrations of the Trademarks in any state of the United States and any foreign countries and localities;
- (c) all trade names, trademarks and trademark registrations hereafter adopted or acquired and used by Grantor, including, but not limited to, those which are based upon or derived from the Trademarks or any variations thereof (the "Future Trademarks");
- (d) all extensions, renewals, and continuations of the Trademarks and Future Trademarks and the registrations referred to in clause (b) above;
- (e) all rights to sue for past, present and future infringements of the Trademarks and Future Trademarks;
- (f) all packaging, labeling, trade names, service marks, logos, and trade dress including or containing the Trademarks and Future Trademarks, or a representation thereof, or any variation thereof;
- (g) all licenses and other agreements under which Grantor is licensor, and all fees, rents, royalties, proceeds or monies thereunder, in each case relating to the Trademarks and Future Trademarks, and the use thereof; and
- (h) all goodwill of Grantor's business connected with, symbolized by or in any way related to the items set forth in clauses (a) through (g) above.

All of the foregoing items set forth in clauses (a) through (h) are hereinafter referred to collectively as the "Collateral."

Grantor hereby covenants with Grantee as follows:

1. Grantor's Obligations. Grantor agrees that, notwithstanding this Agreement, it will perform and discharge and remain liable for all its covenants, duties, and obligations arising in connection with the Collateral and any licenses and agreements related thereto. Grantee shall have no obligation or liability in connection with the Collateral or any licenses or agreements relating thereto by reason of this Assignment or any payment received by Grantee relating to the Collateral and Grantee shall not be required to perform any covenant, duty or obligation of Grantor arising in connection with the Collateral or any license or agreement related thereto or to take any other action regarding the Collateral or any such licenses or agreement.

2. Representations and Warranties. Grantor represents and warrants to Grantee that: (a) Grantor is the beneficial and record owner of the Collateral, and no adverse claims have been made with respect to its title to or the validity of the Collateral; (b) the Trademarks are the only trademarks, trademark registrations, trademark applications and trade names in which Grantor has any or all right, title and interest; (c) none of the Collateral is subject to any mortgage, pledge, lien, security interest, lease, charge, encumbrance or license (by

Grantor as licensor); and (d) when this Agreement is filed in the United States Patent and Trademark Office (the "Trademark Office") and the Grantee has taken the other actions contemplated by the Loan Agreement and in this Agreement, this Agreement will create a legal and valid perfected and continuing lien on and security interest in the Collateral in favor of Grantee, enforceable against Grantor and all third parties, subject to no other mortgage, lien, charge, encumbrance, or security or other interest.

3. Covenants. Grantor will maintain and renew all items of Collateral and all registrations of the Collateral and will defend the Collateral against the claims of all persons. Grantor will maintain the same standards of quality (which Grantee has reviewed) for the goods and services in connection with which the Trademarks are used as Grantor maintained for such goods and services prior to entering into this Agreement. Grantee shall have the right to enter upon Grantor's premises at all reasonable times during regular business hours to monitor such quality standards. Without limiting the generality of the foregoing, Grantor shall not permit the expiration, termination or abandonment of any Trademark or Future Trademark without the prior written consent of Grantee, unless Grantor determines, in its good faith judgment, that such Trademark or Future Trademark is not material to the conduct of its business. Grantor will use the Collateral subject to the terms of the covenants in the Loan Documents and this Agreement. If, before the Obligations have been satisfied in full and the Loan Documents have been terminated, Grantor shall obtain rights to or be licensed to use any new trademark, or become entitled to the benefit of any trademark application or trademark registration, the provisions of Section 1 hereof shall automatically apply thereto and Grantor shall give Grantee prompt notice thereof in writing.

4. Intentionally Omitted.

5. Remedies Upon Default. Whenever any Event of Default, under and as defined in the Loan Documents (an "Event of Default"), shall occur and be continuing, Grantee shall have all the rights and remedies granted to it in such event by the Loan Documents, which rights and remedies are specifically incorporated herein by reference and made a part hereof, and any and all rights and remedies of law available to Grantee. Grantee in such event may collect directly any payments due to Grantor in respect of the Collateral and, subject to any limitations imposed under any license agreements constituting part of the Collateral, may sell, license, lease, assign, or otherwise dispose of the Collateral in the manner set forth in the Loan Documents. Grantor agrees that, in the event of any disposition of the Collateral upon any such Event of Default, it will duly execute, acknowledge, and deliver all documents necessary or advisable to record title to the Collateral in any transferee or transferees thereof, including, without limitation, valid, recordable assignments of the Trademarks and Future Trademarks. In the event Grantor fails or refuses to execute and deliver such documents, within (3) three business days of a request by Grantee to so execute and deliver, Grantor hereby irrevocably appoints Grantee as its attorney-in-fact, with power of substitution, to execute, deliver, and record any such documents on Grantor's behalf. Notwithstanding any provision hereof to the contrary, during the continuance of an Event of Default, Grantor may sell merchandise or services bearing the Trademarks and Future Trademarks in the ordinary course of its business and in a manner consistent with its past practices, until it receives written notice from Grantee to the contrary. The preceding sentence shall not limit any right or remedy granted to Grantee with respect to

Grantor's inventory under the Loan Documents or any other agreement now or hereinafter in effect.

6. Power of Attorney. Concurrently with the execution and delivery hereof, Grantor shall execute and delivery to the Grantee, in the form of Exhibit 2 hereto, five (5) originals of a Special Power of Attorney for the implementation of the assignment, sale or other disposal of the Trademarks and Future Trademarks as provided for in Section 5. Grantee hereby agrees that it shall not exercise the rights granted in such Special Power of Attorney prior to an Event of Default. Grantor hereby releases Grantee from any claims, causes of action and demands at any time arising out of or with respect to any actions taken or omitted to be taken by Grantee under the powers of attorney granted therein, other than actions taken or omitted to be taken through the bad faith, willful misconduct or gross negligence of Grantee, as determined by a final, non-appealable order of a court of competent jurisdiction.

7. Cumulative Remedies. The rights and remedies provided herein are cumulative and not exclusive of any other rights or remedies provided by law. The rights and remedies provided herein are intended to be in addition to and not in substitution of the rights and remedies provided by the Loan Documents or any other agreement or instrument delivered in connection therewith.

8. Amendments and Waivers. This Agreement may not be modified, supplemented, or amended, or any of its provisions waived at the request of Grantor, without the prior written consent of Grantee. Grantor hereby authorizes Grantee to modify this Agreement by amending Exhibit 1 hereto to include any Future Trademarks or additional licenses.

9. Waiver of Rights. No course of dealing between the parties to this Agreement or any failure or delay on the part of any such party in exercising any rights or remedies hereunder shall operate as a waiver of any rights and remedies of such party or any other party, and no single or partial exercise of any rights or remedies by one party hereunder shall operate as a waiver or preclude the exercise of any other rights and remedies of such party or any other party. No waiver by Grantee of any breach or default by Grantor shall be deemed a waiver of any other previous breach or default or of any breach or default occurring thereafter.

10. Assignment. The provisions of this Assignment shall be binding upon and inure to the benefit of the respective successors and assigns of the parties hereto; provided, however, that no interest herein or in or to the Collateral may be assigned by Grantor without the prior written consent of Grantee; and, provided further, that the Grantee may assign the rights and benefits hereof to any party acquiring any interest in the Obligations or any part thereof.

11. Further Acts. Grantor shall have the duty to prosecute diligently any application for the Trademarks and Future Trademarks as of the date of this Agreement or thereafter, until the Obligations shall have been paid in full, and to make applications on material Future Trademarks in any country where Grantor does material business and to preserve and maintain all rights in the Trademarks and the other Collateral. Any expenses incurred in connection with such applications shall be borne by Grantor. Grantor shall not abandon any right to file a trademark application or registration for any trademark, nor abandon any such

pending trademark application or registration, without the consent of Grantee (such consent shall not be unreasonably withheld).

12. Enforcement. Upon an Event of Default, Grantee shall have the right but shall in no way be obligated to bring suit in its own name to enforce the Trademarks, Future Trademarks, and any license under any of the foregoing, in which event Grantor shall at the request of Grantee do any and all lawful acts and execute any and all proper documents that may be reasonably requested by Grantee in aid of such enforcement and Grantor shall promptly, upon demand, reimburse and indemnify Grantee or its agents for all costs and expenses incurred by Grantee in the exercise of its rights under this Section 12.

13. Release. At such time as Grantor shall completely satisfy all of the Obligations, and the Loan Documents have been terminated, other than upon enforcement of Grantee's remedies under the Loan Documents after an Event of Default, Grantee will execute and deliver to Grantor all deeds, assignments and other instruments as may be necessary or proper to release Grantor's lien in the Collateral, subject to any dispositions thereof which may have been made by Grantee pursuant hereto.

14. Severability. If any clause or provision of this Agreement shall be held invalid or unenforceable, in whole or in part, in any jurisdiction, such invalidity or unenforceability shall attach only to such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect any other clause or provision in any other jurisdiction.


15. Notices. All notices, requests and demands to or upon Grantor or Grantee under this Agreement shall be given in the manner prescribed by the Loan Agreement.

16. Governing Law. This Agreement shall be governed by and construed, applied, and enforced in accordance with the federal laws of the United States of America applicable to trademarks and the laws of the State of New York, except that no doctrine of choice of law shall be used to apply the laws of any other state or jurisdiction.

17. Loan Document. This Agreement is one of the Loan Documents.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date first above written.

BC INTERNATIONAL GROUP, INC.,
Grantor

By: 
Name: CHRIS SPIROPOULOS
Title: CEO & President

WACHOVIA BANK, NATIONAL
ASSOCIATION, Grantee

By: _____
Name:
Title:

STATE OF New Jersey)
) ss:
COUNTY OF PASSAIC)

On the 30 day of June 2006 before me personally came CHRIS SPYROPOULOS to me known, who being by me duly sworn, did depose and say that he is the CEO & President of BCI INTERNATIONAL GROUP, INC., the corporation described in and which executed the foregoing instrument; and that he signed his name thereto by order of the Board of Directors of said corporation.

GENESE R. HOLDER
Notary Public of New Jersey
My Commission Expires Mar. 8, 2009

Gene R. Holder 6/30/2006
Notary Public ID # 2312079

STATE OF _____)
) ss:
COUNTY OF _____)

On the _____ day of June 2006, before me personally came _____, to me known, who being by me duly sworn, did depose and say that he is a _____ of WACHOVIA BANK, NATIONAL ASSOCIATION, the corporation described in and which executed the foregoing instrument; and that he signed his name thereto by order of the board of directors of said corporation.

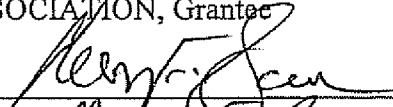
Notary Public

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date first above written.

BC INTERNATIONAL GROUP, INC.,
Grantor

By: _____
Name:
Title:

WACHOVIA BANK, NATIONAL
ASSOCIATION, Grantee

By: 
Name: Marcus E. Brown
Title: Director

STATE OF _____)
) ss:
COUNTY OF _____)

On the ____ day of June 2006 before me personally came _____, to me known, who being by me duly sworn, did depose and say that he is the _____ of BCI INTERNATIONAL GROUP, INC., the corporation described in and which executed the foregoing instrument; and that he signed his name thereto by order of the Board of Directors of said corporation.

Notary Public

STATE OF Pennsylvania)
) ss:
COUNTY OF Philadelphia)

On the 10th day of ~~June~~ ^{July} 2006, before me personally came MARCUS F. Brown, to me known, who being by me duly sworn, did depose and say that he is a Director of WACHOVIA BANK, NATIONAL ASSOCIATION, the corporation described in and which executed the foregoing instrument; and that he signed his name thereto by order of the board of directors of said corporation.

Denise M Alice
Notary Public

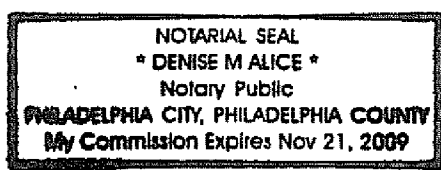


EXHIBIT 1

LIST OF ASSIGNOR'S TRADEMARKS

Registered Trademarks

Registration No.

Date

Trademark Schedule

Trademark	Application No. / Registration No.	Filed Date / Registration Date
Ben Kahn	838,873	11/14/1967
Ben Kahn	76/636,454	4/20/2005
Ben Kahn	1,143,687	12/16/1980
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Fur Gallery	76/636,455	4/20/2005
Fur Registry	76/605,317	8/3/2004
Fur Salon	76/636,461	4/20/2005
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Silk Glow	3,010,305	11/1/2005
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Year Round Protection Plan	3,031,187	12/20/2005