

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
Savage Universal Corp.		08/30/2006	CORPORATION: NEW YORK
RECEIVING PARTY DATA			
Name:	Israel Discount Bank of New York		
Street Address:	511 Fifth Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	New York State chartered commercial bank: NEW YORK		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	78732294	STICK-ITZ!	
Serial Number:	76564257	STICK-ITZ!	
Registration Number:	3014203	EASELMOUNT	
Registration Number:	1622454	FILM-LOK	
Registration Number:	1335497	SAVAGE	
CORRESPONDENCE DATA			
Fax Number:	(212)704-5987		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	2127046125		
Email:	trademarks@troutmansanders.com		
Correspondent Name:	Karl M. Zielaznicki, Esq.		
Address Line 1:	600 Peachtree Street, NE, Suite 5200		
Address Line 2:	Troutman Sanders LLP c/o TM Docket Clerk		
Address Line 4:	Atlanta, GEORGIA 30308-2216		
ATTORNEY DOCKET NUMBER:	365490.000015		

OP \$140.00 78732294

NAME OF SUBMITTER:	Karl M. Zielaznicki, Esq.
Signature:	/kmz/
Date:	08/30/2006

Total Attachments: 11

source=SavageDocument#page1.tif
source=SavageDocument#page2.tif
source=SavageDocument#page3.tif
source=SavageDocument#page4.tif
source=SavageDocument#page5.tif
source=SavageDocument#page6.tif
source=SavageDocument#page7.tif
source=SavageDocument#page8.tif
source=SavageDocument#page9.tif
source=SavageDocument#page10.tif
source=SavageDocument#page11.tif

TRADEMARK COLLATERAL SECURITY AGREEMENT

THIS TRADEMARK COLLATERAL SECURITY AGREEMENT is made on the ~~30th~~ day of August, 2006, by and among SAVAGE UNIVERSAL CORP., a New York corporation ("Borrower") and ISRAEL DISCOUNT BANK OF NEW YORK ("Lender").

BACKGROUND

Borrower and Lender previously entered into a certain Accounts Financing, Inventory and Equipment Security Agreement [Security Agreement] dated December 10, 2001, as the same may have been amended and/or modified prior to the date hereof (the "Original Agreement"). Borrower and Lender have amended and restated the Original Agreement in its entirety as set forth in Amended and Restated Loan and Security Agreement dated August 30, 2006 by and among Borrower, The BD Paper & Specialty Co., Inc., a New York corporation and Lender (the "Amended Agreement").

In order to induce Lender to execute and deliver the Amended Agreement, Borrower has agreed to execute and deliver to Lender for its benefit this Agreement (as amended, restated, supplemented or otherwise modified from time to time, this "Agreement").

DEFINITIONS

1. Defined Terms. All capitalized terms used herein which are not otherwise defined herein shall have the meanings given to them in the Amended Agreement.
2. Grant of Security Interest. To secure the prompt payment to Lender of the Obligations under the Amended Agreement, Borrower hereby assigns, pledges and grants to Lender a continuing security interest and Lien upon the entire right, title and interest of Borrower in and to the trademarks including, without limitation, (a) the registrations and applications appurtenant thereto, listed on Schedule A hereto (as the same may be amended pursuant hereto from time to time), and in and to any and all trademarks, and registrations and applications appurtenant thereto, hereafter acquired or filed by Borrower, including without limitation all renewals thereof, all proceeds of infringement suits and Licenses, the rights to sue for past, present and future infringements, any and all other rights corresponding thereto and the goodwill of the business to which each of the trademarks relates (the "Trademarks").
3. Representations and Warranties. Borrower covenants and warrants that:
 - (a) On the date hereof, the Trademarks are subsisting and, to the best of Borrower's knowledge, have not been adjudged invalid or unenforceable in whole or in part;
 - (b) To the best of Borrower's knowledge, on the date hereof, each of the Trademarks is valid and enforceable.
 - (c) To the best of Borrower's knowledge, on the date hereof, there is no outstanding claim that the use of any of the Trademarks violates the rights of any third person;

(d) Borrower is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Trademarks, free and clear of any liens including, without limitation, any pledges, assignments, licenses, registered user agreements and covenants by Borrower not to sue third persons existing on the date hereof;

(e) Borrower has the right to enter into this Agreement and perform its terms;

(f) Borrower has used, and will continue to use for the duration of this Agreement, proper statutory notice, where appropriate, in connection with its use of the Trademarks; and

(g) Borrower has used, and will continue to use for the duration of this Agreement, substantially consistent standards of quality in its manufacture of products or the rendition of its services offered under the Trademarks.

4. New Trademarks.

(a) If, before the Obligations shall have been irrevocably paid in full, Borrower shall obtain rights to any new Trademarks or become entitled to the benefit of any trademark application or trademark for any renewal or extension of any Trademark and the provisions of Section 2 shall automatically apply thereto. Borrower shall give Lender prompt written notice thereof of any new Trademarks...

(b) Borrower grants Lender a power-of-attorney, irrevocable so long as the Amended Agreement is in existence, to modify this Agreement by amending Schedule A to include any new Trademarks including, without limitation, any trademark registrations or applications appurtenant thereto covered by this Agreement.

5. Covenants. Borrower covenants and agrees with Lender that from and after the date of this Agreement and until the Obligations are fully satisfied:

(a) Further Documentation; Pledge of Instruments. At any time and from time to time, upon the written request of Lender, Borrower will promptly and duly execute and deliver any and all such further instruments and documents and take such further action as Lender may reasonably deem necessary in obtaining the full benefits of this Agreement and of the rights and powers herein granted including, without limitation, the filing of any financing or continuation statements under the UCC with respect to the security interest and Liens granted hereby. Borrower also hereby authorizes Lender to file any such financing or continuation statement without the signature of Borrower to the extent permitted by applicable law. If any amount payable under or in connection with any of the Trademarks shall be or become evidenced by any promissory note or other instrument, such note or instrument shall be immediately pledged to Lender hereunder, duly endorsed in a manner satisfactory to Lender.

(b) Maintenance of Trademarks. Borrower will not do any act, or omit to do any act, whereby the Trademarks or any registration or application appurtenant thereto, may become expired, abandoned, invalidated, unenforceable, avoided, avoidable, subject to any Lien (other than any Permitted Liens and the Liens of Lender) or will otherwise diminish in value, and shall notify Lender immediately if it knows of any reason or has reason to know of any ground under which this result may occur. Borrower shall take appropriate action at its expense to halt the infringement of the Trademarks which Borrower shall reasonably determine in good faith is required to prevent a Materially Adverse Effect and shall exercise its duty to the extent required by law and as expressly required under the Amended Agreement to control the nature and quality of the goods or services offered by any Licensees in connection with the Trademarks.

(c) Indemnification.

(A) Borrower assumes all responsibility and liability arising from the use of the Trademarks, and Borrower hereby indemnifies and holds Lender harmless from and against any claim, suit, loss, damage or expense (including reasonable attorneys' fees) arising out of Borrower's operations of its business from the use of the Trademarks or any licensee's use thereof.

(B) In any suit, proceeding or action brought by Lender under any License for any sum owing thereunder, or to enforce any provisions of such License, Borrower will indemnify and keep Lender harmless from and against all expense, loss or damage suffered by reason of any defense, set off, counterclaim, recoupment or reduction or liability whatsoever of the obligee thereunder, arising out of a breach of Borrower of any obligation thereunder or arising out of any other agreement, indebtedness or liability at any time owing to or in favor of such obligee or its successors from Borrower, and all such obligations of Borrower shall be and remain enforceable against and only against Borrower and shall not be enforceable against Lender.

(d) Limitations on Modifications of Licenses. Borrower will not amend, modify, terminate or waive any provision of any License in any manner which might have a Materially Adversely Effect the value of such License or the Trademarks.

(e) Notices. Borrower will advise Lender promptly, in reasonable detail, (i) of any Lien or claim made or asserted against any of the Trademarks, (ii) of any material change in the Trademarks or associated logos and (iii) of the occurrence of any other event which would have a Material Adverse Effect on the value of any of the Trademarks or on the security interests or Liens created hereunder.

(f) Limitation on Further Uses of Trademarks. Borrower will not assign, sell, mortgage, lease, transfer, pledge, hypothecate, grant a security interest in or Lien upon, encumber, grant an exclusive or non-exclusive license, or otherwise dispose of any of the Trademarks without prior written consent of Lender.

(g) Exercise of Rights; Delivery of Notices. Borrower shall (i) exercise promptly and diligently each and every material right which it may have under each License (other than any right of termination) to the extent that the failure to do so would have a Materially Adverse Effect and (ii) deliver to Lender a copy of each material demand, notice or document sent or received by it relating in any way to any License or Trademark.

6. Agent's Appointment as Attorney-in-Fact.

(a) Borrower hereby irrevocably constitutes and appoints Lender and any officer or Lender, with full power of substitution, as its true and lawful attorney-in-fact with full irrevocable power and authority in the place and stead of Borrower and in the name of Borrower or in its own name, from time to time upon the occurrence and during the continuance of an Event of Default, for the purposes of carrying out the terms of this Agreement, to take any and all appropriate action and to execute any and all documents and instruments which may be necessary or desirable to accomplish the purposes of this Agreement and, without limiting the generality of the foregoing, hereby gives Lender the power and right, on behalf of Borrower, to do the following:

(i) Upon the occurrence and during the continuance of an Event of Default, to ask, demand, collect, receive and give acquittances and receipts for any and all moneys due and to become due under any License and, in the name of Borrower or its own name or otherwise, to take possession of and endorse and collect any checks, drafts, notes, acceptances or other instruments for the payment of moneys due under any License and to file any claim or to take any other action or proceeding in any court of law or equity or otherwise deemed appropriate by Lender for the purpose of collecting any and all such moneys due under any License whenever payable;

(ii) Upon the occurrence and during the continuance of an Event of Default, to pay or discharge taxes, Liens, security interests or other encumbrances levied or placed on or threatened against the Trademarks, to pay all or any application and registration prosecution or maintenance fees relating thereto; and

(iii) Upon the occurrence and during the continuance of an Event of Default, (A) to direct any party liable for any payment under any of the Licenses to make payment of any and all moneys due and to become due thereunder directly to Lender or as Lender shall direct; (B) to receive payment of and receipt for any and all moneys, claims and other amounts due and to become due at any time in respect of or arising out of any Trademarks; (C) to commence and prosecute any suits, actions or proceedings at law or in equity in any court of competent jurisdiction to collect any monies due relating to the Trademarks and to enforce any other rights in respect of any Trademarks; (D) to defend any suit, action or proceeding brought against Borrower with respect to any Trademark; (E) to settle, compromise, or adjust any suit, action or proceeding described above and, in connection therewith, to give such discharges or releases as Lender may deem appropriate; and (F) generally to sell, transfer, pledge, make any agreement with respect to or otherwise deal with any of the Trademarks as fully and completely as though Lender were the absolute owner thereof for all purposes, and to do, at Lender's option, all acts and things which Lender deems necessary to protect, preserve

or realize upon the Trademarks and Lender's security interest and Lien thereon, in order to effect the intent of this Agreement, all as fully and effectively as Borrower might do.

(b) This power of attorney is a power coupled with an interest and shall be irrevocable. Notwithstanding the foregoing, Borrower further agrees to execute any additional documents which Lender may require in order to confirm this power of attorney, or which Lender may deem necessary to enforce any of its rights contained in this Agreement.

(c) The powers conferred on Lender hereunder are solely to protect its interests in the Trademarks and shall not impose any duty upon it to exercise any such powers. Lender shall be accountable only for amounts that it actually receives as a result of the exercise of such powers and neither it nor any of its officers, directors, employees or agents shall be responsible to Borrower for any act or failure to act, except for its own gross (not mere) negligence or willful misconduct.

(d) Borrower also authorizes Lender to execute, in connection with the sale provided for in Section 9(b) of this Agreement, any endorsements, assignments or other instruments of conveyance or transfer with respect to the Trademarks.

7. Execution of Power of Attorney. Concurrently with the execution and delivery hereof, Borrower shall execute and deliver to Lender, in the form of Exhibit I hereto, five (5) originals of a Power of Attorney for the implementation, only after the occurrence and during the continuance of an Event of Default, of the assignment, sale or other disposal of the Trademarks pursuant to Section 6 hereof.

8. Performance by Lender of Borrower's Obligations. If Borrower fails to perform or comply with any of its agreements contained herein, Lender shall itself in accordance with the terms of this Agreement perform or comply, or otherwise cause performance or compliance, with such agreement, the expenses of Lender incurred in connection with such performance or compliance shall be payable by Borrower to Lender on demand and shall constitute Obligations secured hereby.

9. Remedies, Rights Upon Event of Default.

(a) If an Event of Default shall occur and be continuing:

(i) All payments received by Borrower under or in connection with any of the Trademarks shall be held by Borrower in trust for Lender and shall be segregated from other funds of Borrower and shall forthwith upon receipt by Borrower, be turned over to Lender, in the same form as received by Borrower (duly indorsed by Borrower to Lender, if required); and

(ii) Any and all such payments so received by Lender (whether from Borrower or otherwise) may, in the sole discretion of Lender, be held by Lender as collateral security for, and/or then or at any time thereafter applied in whole or in part by Lender against all or any part of the Obligations in such order as Lender shall elect. Any

balance of such payments held by Lender and remaining after payment in full of all the Obligations shall be paid over to Borrower or to whomsoever may be lawfully entitled to receive the same.

(b) If any Event of Default shall occur and be continuing, Lender may exercise in addition to all other rights and remedies granted to it in this Agreement and in any other instrument or agreement securing, evidencing or relating to the Obligations, all rights and remedies of a secured party under the UCC. Borrower shall remain liable for any deficiency if the proceeds of any sale or disposition of the Trademarks are insufficient to pay all amounts to which Lender is entitled. Borrower shall also be liable for the reasonable fees of any attorneys employed by Lender to collect any such deficiency and also as to any reasonable attorney's fees incurred by Lender with respect to the collection of any of the Obligations and the enforcement of any of Lender's respective rights hereunder.

10. Termination. At such time as the Obligations are irrevocably satisfied in full and the Amended Agreement is irrevocably terminated, this Agreement shall terminate and Lender shall execute and deliver to Borrower all such releases, deeds, assignments and other instruments as may be necessary or proper to re-vest in Borrower full title to the Trademarks, including, without limitation, to remove of record any filings under the UCC or other Applicable Law relating to the security interest and Lien granted by Borrower to Lender hereunder, subject to any disposition thereof which may have been made by Lender pursuant hereto.

11. Notices. Any notice to Lender or Borrower under this Agreement shall be given in the manner and to the parties designated in the Amended Agreement.

12. No Waiver. No course of dealing between Borrower or Lender, nor any failure to exercise, nor any delay in exercising, on the part of Lender, of any right, power or privilege hereunder or under the Amended 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. Cumulative Remedies. All of Lender's rights and remedies with respect to the Trademarks, whether established hereby or by the Amended Agreement, or by any other agreements or by law, shall be cumulative and may be exercised singularly or concurrently.

14. Severability. The provisions of this 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 Agreement in any jurisdiction.

15. No Modification Except in Writing. Except as provided in Sections 4 and 6, no amendment or waiver of any provision of this Agreement shall be effective unless the same shall be in writing executed by the parties hereto.

16. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of Borrower and Agent, all future holders of the Obligations and their respective successors and assigns, except that Borrower may not assign or transfer any of its rights or obligations under this Agreement without the prior written consent of Lender.

17. Governing Law. This Agreement and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of the State of New York.

18. Headings. Section headings in this Agreement are included herein for convenience of reference only and shall not constitute a part of this Agreement for any other purpose.

19. Counterparts; Facsimile. This Agreement may be executed by the parties hereto in one or more counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one and the same agreement. Any signature delivered by a party by facsimile transmission shall be deemed to be an original signature hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

SAVAGE UNIVERSAL CORP.

By: 

Name: Hayward Richard Pressman

Title: President

STATE OF NEW YORK)

)

ss:

COUNTY OF NEW YORK)

On the 30th day of August, 2006, before me personally came Hayward Richard Pressman to me known, who being by me duly sworn, did depose and say s/he is the President of SAVAGE UNIVERSAL CORP., the corporation described in and which executed the foregoing instrument; and that s/he signed her/his name thereto by order of the board of directors of said corporation.


Notary Public

My Commission Expires

INGRID A. DIXON
Notary Public, State of New York
No. 03-4851070
Qualified in Westchester County
Commission Expires March 18, 2010

SCHEDULE A

<u>US Trademark Applications</u>		
<u>Mark</u>	<u>Filing Date</u>	<u>Application No.</u>
STICK-ITZ! (stylized)	10/13/2005	78732294
STICK-ITZ!	11/28/2003	76564257
<u>US Trademark Registrations</u>		
<u>Mark</u>	<u>Registration Date</u>	<u>Registration No.</u>
EASELMOUNT	11/08/2005	3014203
FILM-LOK	11/13/1990	1622454
SAVAGE	05/14/1985	1335497

EXHIBIT I

SPECIAL POWER OF ATTORNEY

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

KNOW ALL MEN BY THESE PRESENTS, that SAVAGE UNIVERSAL CORP., a New York corporation ("Borrower"), pursuant to a Trademark Collateral Security Agreement (as amended, restated, supplemented or otherwise modified from time to time, the "Agreement"), hereby appoints and constitutes ISRAEL DISCOUNT BANK OF NEW YORK ("Lender"), its true and lawful attorney, with full power of substitution, and with full power and authority to perform the following acts on behalf of Borrower:

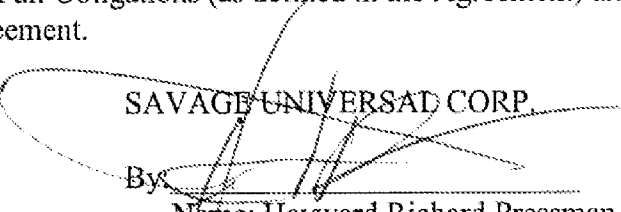
1. Assigning, selling or otherwise disposing of all right, title and interest of Borrower in and to the Trademarks listed on Schedule A of the Agreement, the Trademarks which are added to the same subsequent hereto, and all registrations and recordings thereof, and all pending applications therefor, recording, registering and filing of, or accomplishing any other formality with respect to the foregoing, and executing and delivering any and all agreements, documents, instruments of assignment or other papers necessary or advisable to effect such purpose;

2. Executing any and all documents, statements, certificates or other papers necessary or advisable in order to obtain the purposes described above as Lender may in its sole discretion determine.

This power of attorney is made pursuant to the Agreement and may not be revoked until the payment in full of all Obligations (as defined in the Agreement) and the irrevocable termination of the Agreement.

Dated: August 30, 2006

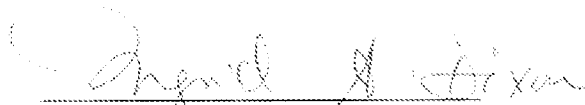
SAVAGE UNIVERSAL CORP.

By: 
Name: Hayward Richard Pressman
Title: President

STATE OF NEW YORK)
)
COUNTY OF NEW YORK)

ss:

On the 30th day of August, 2006, before me personally came MAYNARD RICHARD PROSSMAN to me known, who being by me duly sworn, did depose and say s/he is the PRESIDENT of SAVAGE UNIVERSAL CORP., the corporation described in and which executed the foregoing instrument; and that s/he signed her/his name thereto by order of the board of directors of said corporation.



Notary Public

My Commission Expires:

INGRID A. DIXON
Notary Public, State of New York
No. 03-4851070
Qualified in Westchester County
Commission Expires March 18, 2010