

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
Mamiye Brothers, Inc.		07/16/2007	CORPORATION: 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: 3			
Property Type	Number	Word Mark	
Registration Number:	1450882	LITTLE ME	
Registration Number:	1856757	LITTLE ME	
Registration Number:	2690470	LITTLE ME	
CORRESPONDENCE DATA			
Fax Number:	(866)826-5420		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
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:	31808		
NAME OF SUBMITTER:	Penelope J.A. Agodoa		

CH \$90.00 1450882

Signature:

/pja/

Date:

07/24/2007

Total Attachments: 5

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TRADEMARK ASSIGNMENT OF SECURITY

WHEREAS, MAMIYE BROTHERS, INC., a New Jersey corporation, having a mailing address at 300 MacLane, Keasbey, New Jersey 08832 ("Borrower"), has adopted, used and is using the marks shown in the attached Schedule A (the "Marks"), for which there are registrations or applications in the United States Patent and Trademark Office under the numbers shown in the attached Schedule A; and

WHEREAS, Borrower is obligated to The CIT Group/Commercial Services, Inc., as agent for the Lenders (as defined below) ("Agent") pursuant to (i) a certain Amended and Restated Financing Agreement, dated as of December 29, 2003 (as amended by Joinder, Consent and Amendment No. 1 dated as of December 14, 2004, Amendment No. 2 dated as of June 1, 2006 and Amendment No. 3 dated as of July 16, 2007 (as amended, modified, restated or supplemented from time to time, the "Financing Agreement") with the financial institutions named therein or which hereafter become a party thereto (each a "Lender" and collectively, the "Lenders") and (ii) a certain Trademark Collateral Security Agreement, dated the date hereof, made by Borrower in favor of Agent for the benefit of the Lenders (as each may be amended, modified, restated or supplemented from time to time, collectively, the "Agreements"); and

WHEREAS, pursuant to the Agreements, Borrower is granting to Agent for the benefit of the Lenders a security interest in the Marks, the goodwill of the business symbolized by the Marks, and the registrations and applications therefor.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Borrower does hereby assign unto Agent and grant to Agent for the benefit of the Lenders a security interest in and to the Marks, together with the goodwill of the business symbolized by the Marks, and registrations and applications therefor, which assignment and security interest shall secure all the Obligations as defined in the Agreements and in accordance with the terms and provisions thereof.


Borrower expressly acknowledges and affirms that the rights and remedies of Agent with respect to the assignment and security interest granted hereby are more fully set forth in the Agreements.

Dated: July 16, 2007

Witness:

Luigi Puccio


MAMIYE BROTHERS, INC.

By: 
Name: Hyman Kamiye
Its: Vice President

Witness:

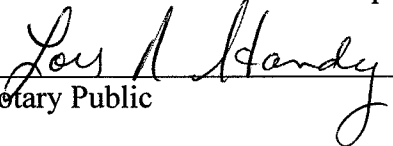
Luigi Puccio

THE CIT GROUP/COMMERCIAL SERVICES,
INC.

By: 
Name: Edward J. Attanasio
Its: SVP

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

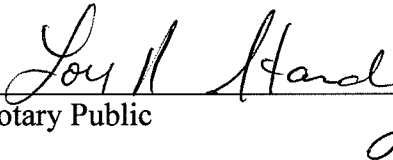
On this 16th day of July 2007, before me personally came Hyman Mamiye, to me known, who, being by me duly sworn, did depose and say that he is the Vice President of Mamiye Brothers, Inc., the corporation described in and which executed the foregoing instrument; and that he signed his name thereto by order of the board of directors of said corporation.


Notary Public

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

LOIS R. STANDIG
Notary Public, State of New York
No. 01ST6025114
Qualified in New York County
Commission Expires May 24, 20 11

On this 16th day of July 2007, before me personally came Edward J. Ahearn, to me known, who, being by me duly sworn, did depose and say that he is the Senior Vice President of The CIT Group/Commercial Services, Inc., the financial institution described in and which executed the foregoing instrument; and that he was authorized to sign his name thereto on behalf of said financial institution.


Notary Public

LOIS R. STANDIG
Notary Public, State of New York
No. 01ST6025114
Qualified in New York County
Commission Expires May 24, 20 11

SCHEDULE A

Schedule A to a Trademark Assignment of Security dated July 11, 2007, by and between Mamiye Brothers, Inc. and The CIT Group/Commercial Services, Inc..

Trademark	Registered Number	Registration Date	Status	Country
LITTLE ME	1450882	08/04/87	Registered	U.S.
LITTLE ME and Design	1856757	10/04/94	Registered	U.S.
LITTLE ME and Design	2690470	02/25/03	Registered	U.S.