

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
RC Capital, LLC		01/03/2008	LIMITED LIABILITY COMPANY: 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:	Bank: NEW YORK

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Serial Number:	78771399	ARTFULLIVING BY RON CHERSKIN
Serial Number:	78771358	WORKS BY RON CHERESKIN
Registration Number:	2361325	CHERESKIN
Registration Number:	2562391	CHERESKIN EXTERIOR
Registration Number:	2098372	CHERESKIN
Registration Number:	2074271	CHERESKIN
Registration Number:	1167426	RON CHERESKIN

CORRESPONDENCE DATA

Fax Number: (212)609-6921
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 2126096800
 Email: mboyce@mccarter.com
 Correspondent Name: McCarter & English-Gary H. Fechter
 Address Line 1: 245 Park Avenue

CH \$190.00 78771399

Address Line 2: 27th Floor
Address Line 4: New York, NEW YORK 10167-0001

ATTORNEY DOCKET NUMBER:	100196/47 GHF 2807
NAME OF SUBMITTER:	Gary H. Fechter
Signature:	/ghf/
Date:	01/04/2008

Total Attachments: 9

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of January 3, 2008 (this "Agreement"), is made by and between RC CAPITAL LLC, a New York limited liability company, with an office at 1370 Broadway, Suite 602, New York, New York 10016 (the "Grantor"), in favor of ISRAEL DISCOUNT BANK OF NEW YORK, a New York bank with an office at 511 Fifth Avenue, New York, New York 10017 (herein, together with its successors and assigns, the "Lender").

W I T N E S S E T H :

WHEREAS, the Grantor has entered into an agreement dated as of August 13, 2007 with Ron Chereskin Studios, Inc., as Seller (as amended from time to time, the "Purchase Agreement"), pursuant to which Grantor shall or has acquired all of the Seller's right, title and interest in and to the Trademark Collateral (as hereinafter defined);

WHEREAS, the Grantor has requested that Lender make loans to Grantor (the "Loans"), pursuant to the terms of a Loan and Security Agreement, of even date herewith (as amended from time to time, the "Loan Agreement"), to enable Grantor to purchase the Marks (as hereinafter defined) pursuant to the terms of the Purchase Agreement;

WHEREAS, the Loans are evidenced by a Term Promissory Note in the original principal amount of \$2,300,000, of even date herewith and executed by Grantor in favor of the Lender (which note as amended, renewed or restated, from time to time, are hereinafter called the "Note");

WHEREAS, in order to secure Grantor's obligations under the Note and all other present and future Obligations to Lender, Grantor has executed and delivered (a) a General Security Agreement, dated as of August 6, 2007 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement") and (b) this Agreement, as the same may be amended, restated, supplemented or otherwise modified from time to time (collectively, the "Security Instruments");

WHEREAS, pursuant to the Security Instruments the Grantor has granted to Lender a continuing first and prior security interest in and a Lien upon the Trademark Collateral, as collateral security for the repayment of the Note and the Obligations ; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees, for the benefit of the Lender, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, each capitalized term used in this Agreement, including its preamble and recitals, have the respective meanings provided in the Loan Agreement, the Note, the Security Agreement and, to the extent not therein defined, the meaning assigned to each such term in this Agreement.

SECTION 2. Grant of Security Interest. The Grantor hereby grants to the Lender a continuing security interest in all of the Grantor's right, title and interest throughout the world, whether now or hereafter existing or acquired by the Grantor, in, to and under the following ("Trademark Collateral"):

- (a) all trademarks, including each registration therefore and each application to register a trademark as set forth in Schedule 1 hereto (the "Marks");
- (b) all of the goodwill of the business connected with the use of, and symbolized by the Marks;
- (c) the right to sue third parties for past, present and future infringements of any of the Marks; and
- (d) all proceeds of, and rights associated with, any or all of the foregoing (including proceeds, licenses, royalties, income, payments, claims, damages and proceeds of infringement suits).

Notwithstanding the foregoing, the Trademark Collateral shall not include any intent-to-use United States trademark applications for which an amendment to allege use or statement of use has not been filed under 15 U.S.C. § 1051(c) or 15 U.S.C. § 1051(d), respectively, or if filed, has not been deemed in conformance with 15 U.S.C. § 1051(a) or examined and accepted, respectively, by the United States Patent and Trademark Office (the "PTO"), provided that upon such filing and acceptance, such intent-to-use applications shall be included in the Trademark Collateral.

SECTION 3. Representations. The Grantor in order to induce the Lender to make the Loans hereby represents and warrants that (a) the proceeds of the Loans have been used to acquire the Marks pursuant to the terms of the Purchase Agreement, (b) it has delivered to Lender a true and complete copy of the Purchase Agreement to Lender and (c) after giving effect to the Purchase Agreement, Grantor is the registered owner in the PTO of each of the Marks and the other Trademark Collateral free and clear of all security interests, liens and other claims except as disclosed, if any, in Schedule 2 annexed hereto. ("Adverse Claims").

SECTION 4. Covenants. So long as any Obligation remains outstanding, Grantor shall (a) defend its title to each of the Marks, (b) promptly notify Lender in writing upon Grantor receiving notice of any threatened or actual Adverse Claim, (c) promptly notify Lender in writing in the event that it intends to register any other trademark in the PTO which shall be used in the ordinary course of its business, (d) not grant any other person, firm or entity a security interest, lien or other claim with respect to any of the Trademark Collateral, and (e) not transfer, convey, sell or otherwise dispose of any of the Trademark Collateral.

SECTION 5. Security Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of recording the security interest of the Lender in the Trademark Collateral with the PTO. The Grantor hereby authorizes Lender to file this Agreement in the PTO and file a UCC-1 Financing Statement naming Grantor, as debtor and Lender, as secured party with respect to the Trademark Collateral. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Lender in

the Collateral, including, the Trademark Collateral, under the Security Agreement. The Security Agreement (and all rights and remedies of the Lender thereunder) shall remain in full force and effect in accordance with its terms. In the Event of Default (as defined in the Loan Agreement or the Security Agreement) Lender shall be entitled to exercise all of its rights and remedies as to the Trademark Collateral as provided in either or both Security Instruments or the New York Uniform Commercial Code, in such sequence as Lender shall in its own discretion deem appropriate. The terms and provisions in the Security Agreement with respect thereto are incorporated by reference herein as if fully set forth herein.

SECTION 6. Release of Liens. Upon the indefeasible payment in full of the Obligations, the security interest granted herein shall automatically terminate, as applicable, with respect to all or such applicable portion of the Trademark Collateral. Upon any such release, the Lender will, at the Grantor's sole expense, release without any representations, warranties or recourse of any kind whatsoever, all or such applicable portion of the Trademark Collateral then held by the Lender hereunder, and execute and deliver to the Grantor such documents as the Grantor shall reasonably request to evidence such termination.

SECTION 7. Governing Law. THIS AGREEMENT WILL BE DEEMED TO BE A CONTRACT MADE UNDER AND GOVERNED BY THE INTERNAL LAWS OF THE STATE OF NEW YORK.

SECTION 8. Entire Agreement. This Agreement including the attached Schedule 1 and the Security Agreement contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all previous discussions, agreements, arrangements and understandings with respect to the limited subject matter hereof.

SECTION 9. Assigns. This Agreement shall inure to benefit of and be binding upon the parties hereto, their legal representatives, successors and assigns provided that Grantor shall not assign, delegate or subcontract this Agreement without the prior written consent of Lender, which such consent may be unreasonably withheld.

SECTION 10. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by facsimile shall be effective as delivery of a manually executed counterpart of this Agreement.

SECTION 11. Consent to Jurisdiction. The parties hereto each consent to the non-exclusive jurisdiction of the federal and state courts located in the County, City and State of New York and waive trial by jury in any action commenced by either party in any such court.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed and delivered by their duly authorized officer as of the date first above written.

RC CAPITAL LLC,
as Grantor

By: 

Name: Joseph Gabbay
Title: Managing Member

By: 

Name: Ralph Gindi
Title: Managing Member

ISRAEL DISCOUNT BANK OF NEW YORK,
as Lender

By: 

Name: Alfred J. Franco
Title: FVP

By: 

Name: GEORGE AHLMEYER
Title: SVP

SCHEDULE 1
REGISTERED TRADEMARKS

Trademark	Registration Number	Country
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[ATTACH LIST FROM GSA PERFECTION CERTIFICATE]

RON CHERESKIN STUDIOS, INC.

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Trademark Report by Country
Status: ACTIVE

REFERENCE#	MARK	FILED	APPL#	REGDT	REG#	STATU	CLASSE
AUSTRALIA							
2960/0011	RON CHERESKIN			09/22/1982	A381389	REGISTERE	25
BRAZIL							
2960/0023	RON CHERESKIN	01/17/1996	819010405	08/11/1998	819010405	REGISTERE	25
CANADA							
2960/0033	CHERESKIN & DESIGN	12/02/1998	897,150	09/19/2002	TMA567,707	REGISTERE	N/A
2960/0045	CHERESKIN SPORT & DESIGN	06/16/1999	1,019,100	10/23/2001	552,820	REGISTERE	N/A
2960/0007	RON CHERESKIN	12/21/1994	771676	01/20/1998	487836	REGISTERE	N/A
CHINA							
2960/0035	CHERESKIN & DESIGN	11/03/1998	9800124023	04/07/2000	1381184	REGISTERE	25
2960/0008	RON CHERESKIN			10/30/1984	214790	REGISTERE	25
COLOMBIA							
2960/0021	RON CHERESKIN	07/26/1995	95-033114	11/29/1995	181547	REGISTERE	25
DOMINICAN REPUBLIC							
2960/0028	RON CHERESKIN	08/07/1996	N/A	11/15/1996	86656	REGISTERE	44L
EUROPEAN UNION (CTM)							
2960/0026	RON CHERESKIN	04/01/1996	795	05/07/1998	795	REGISTERE	25
HONG KONG							
2960/0010	RON CHERESKIN SIGNATURE			09/29/1982	893/84	REGISTERE	25
INDIA							
2960/0020	RON CHERESKIN	10/31/1995	685068	12/18/2003	685068	REGISTERE	25
INDONESIA							
2960/0052	RON CHERESKIN	08/19/2005	D00.2005.015933			PENDING	25
JAPAN							
2960/0012	RON CHERESKIN	05/29/1995	07-052141	10/17/1997	4069963	REGISTERE	25
MACEDONIA							
2960/0024	RON CHERESKIN	11/20/1995	Z-937/95	03/04/1999	06774	REGISTERE	25
MEXICO							
2960/0034	CHERESKIN & DESIGN	12/11/1998	357534	07/27/2000	685440	REGISTERE	25
2960/0006	RON CHERESKIN	03/05/1987	22273	03/05/1987	327612	REGISTERE	39
SOUTH KOREA							
2960/0004	RON CHERESKIN			07/11/1984	102844	REGISTERE	25
SRI LANKA							

REFERENCE#	MARK	FILED	APPL#	REGDT	REG#	STATU	CLASSES
SRI LANKA <i>continued...</i>							
2960/0029	RON CHERESKIN	05/12/1997	83208	07/26/1999	83208	REGISTERE	25
TAIWAN							
2960/0003	RON CHERESKIN	01/14/1984	73-1807	07/01/1984	248592	REGISTERE	44L
THAILAND							
2960/0022	RON CHERESKIN	11/16/1995	297550	11/16/1995	TM50336	REGISTERE	25
TURKEY							
2960/0017	RON CHERESKIN	08/23/1995	959008	08/23/1995	167008	REGISTERE	25
UNITED KINGDOM							
2960/0009	RON CHERESKIN			09/22/1982	B1182150	REGISTERE	25
UNITED STATES							
2960/0054	ARTFULLIVING BY RON CHERSKIN	12/12/2005	78/771,399			ALLOWED	025
2960/0042	CHE(R)ESKIN	07/20/1998	75/522,237	06/27/2000	2,361,325	REGISTERE	25
2960/0046 B	CHE(R)ESKIN EXTERIOR	11/16/1999	75/981,133	04/16/2002	2,562,391	REGISTERE	25
T09839US1	CHERESKIN	07/01/1996	75/127,676	09/16/1997	2,098,372	REGISTERE	25
2960/0027	CHERESKIN	03/09/1995	74/643,936	06/24/1997	2,074,271	REGISTERE	25
2960/0043	RC & DESIGN	01/15/1986	73/577,861	09/23/1986	1,410,619	REGISTERE	25
2960/0013	RON CHERESKIN	10/24/1979	73/236,481	09/01/1981	1,167,426	REGISTERE	25
2960/0053	WORKS BY RON CHERESKIN	12/12/2005	78/771,358			ALLOWED	025
VENEZUELA							
2960/0025	RON CHERESKIN (SIGNATURE)	02/29/1996	2706-96			PENDING	25

END OF REPORT

TOTAL ITEMS SELECTED 32

RON CHERESKIN STUDIOS, INC.

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Trademark Report by Mark
Status: ACTIVE

COUNTRY	REFERENCE#	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
<i>Next Action Due (Original)</i>							
ARTFULLIVING BY RON CHERSKIN							
UNITED STATES	2960/0054 05/14/2007	12/12/2005	78/771,399			ALLOWED	025
STATEMENT OF USE							
CHE(R)ESKIN							
UNITED STATES	2960/0042 06/27/2010	07/20/1998	75/522,237	06/27/2000	2,361,325	REGISTERE	25
RENEWAL							
CHE(R)ESKIN EXTERIOR							
UNITED STATES	2960/0046 B 04/16/2008	11/16/1999	75/981,133	04/16/2002	2,562,391	REGISTERE	25
AFFIDAVIT OF USE							
CHERESKIN							
UNITED STATES	T09839US1 09/16/2007	07/01/1996	75/127,676	09/16/1997	2,098,372	REGISTERE	25
RENEWAL							
UNITED STATES	2960/0027 11/07/2007	03/09/1995	74/643,936	06/24/1997	2,074,271	REGISTERE	25
N/A ACCEPTANCE RENEWAL							
CHERESKIN & DESIGN							
CANADA	2960/0033 09/19/2017	12/02/1998	897,150	09/19/2002	TMA567,707	REGISTERE	N/A
RENEWAL							
CHINA	2960/0035 04/06/2010	11/03/1998	9800124023	04/07/2000	1381184	REGISTERE	25
RENEWAL							
MEXICO	2960/0034 12/11/2008	12/11/1998	357534	07/27/2000	665440	REGISTERE	25
RENEWAL							
CHERESKIN SPORT & DESIGN							
CANADA	2960/0045 10/23/2016	08/16/1999	1,019,100	10/23/2001	552,820	REGISTERE	N/A
RENEWAL							
RC & DESIGN							
UNITED STATES	2960/0043 09/23/2006	01/15/1986	73/577,861	09/23/1986	1,410,619	REGISTERE	25
RENEWAL							
RON CHERESKIN							
AUSTRALIA	2960/0011 09/22/2013			09/22/1982	A381389	REGISTERE	25
RENEWAL							
BRAZIL	2960/0023 08/10/2008	01/17/1996	819010405	08/11/1998	819010405	REGISTERE	25
RENEWAL							
CANADA	2960/0007 01/20/2013	12/21/1994	771676	01/20/1998	487836	REGISTERE	N/A
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RENEWAL							
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EUROPEAN UNION	2960/0026 04/01/2016	04/01/1996	795	05/07/1998	795	REGISTERE	25
RENEWAL							

COUNTRY	REFERENCE#	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
<i>Next Action Due (Original)</i>							
RON CHERESKIN continued . . .							
INDIA	2960/0020 10/31/2015	10/31/1995 RENEWAL	685068	12/18/2003	685068	REGISTERE	25
INDONESIA	2960/0052 06/08/2007	08/19/2005 STATUS CHECK	D00.2005.015933			PENDING	25
JAPAN	2960/0012 10/17/2007	05/29/1995 RENEWAL	07-052141	10/17/1997	4069963	REGISTERE	25
MACEDONIA	2960/0024 11/20/2015	11/20/1995 RENEWAL	Z-937/95	03/04/1999	06774	REGISTERE	25
MEXICO	2960/0005 03/05/2012	03/05/1987 RENEWAL	22273	03/05/1987	327612	REGISTERE	39
SOUTH KOREA	2960/0004 07/11/2014	RENEWAL		07/11/1984	102844	REGISTERE	25
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TURKEY	2960/0017 08/23/2015	08/23/1995 RENEWAL	959008	08/23/1995	167008	REGISTERE	25
UNITED KINGDOM	2960/0009 09/22/2013	RENEWAL		09/22/1982	B1182150	REGISTERE	25
UNITED STATES	2960/0013 09/01/2011	10/24/1979 RENEWAL	73/236,481	09/01/1981	1,167,425	REGISTERE	25
RON CHERESKIN (SIGNATURE)							
VENEZUELA	2960/0025 07/18/2007	02/29/1996 STATUS CHECK	2706-96			PENDING	25
RON CHERESKIN SIGNATURE							
HONG KONG	2960/0010 09/29/2013	RENEWAL		09/29/1982	893/84	REGISTERE	25
WORKS BY RON CHERESKIN							
UNITED STATES	2960/0053 05/21/2007	12/12/2005 STATEMENT OF USE	78/771,358			ALLOWED	025

END OF REPORT

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