

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Grant of Security Interest		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
A&C LICENSING LLC		02/25/2008	LIMITED LIABILITY COMPANY:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	ISRAEL DISCOUNT BANK OF NEW YORK		
<b>Street Address:</b>	511 Fifth Avenue, 5th Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10017		
<b>Entity Type:</b>	Association:		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	78821537	CHRISTIANE CELLE CALYPSO	
<b>Serial Number:</b>	77139989	CALYPSO ST. BARTH	
<b>Registration Number:</b>	3198690	CHRISTIANE CELLE CALYPSO	
<b>Registration Number:</b>	2755692	CHRISTIANE CELLE CALYPSO	
<b>Registration Number:</b>	2595253	CHRISTIANE CELLE	
<b>Registration Number:</b>	2705622	CALYPSO ST. BARTH	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(866)826-5420		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	3016380511		
<b>Email:</b>	ipresearchplus@comcast.net		
<b>Correspondent Name:</b>	IP Research Plus, Inc.		
<b>Address Line 1:</b>	21 Tadcaster Circle		
<b>Address Line 2:</b>	Attn: Penelope J.A. Agodoa		
<b>Address Line 4:</b>	Waldorf, MARYLAND 20602		

**OP \$165.00 78821537**

ATTORNEY DOCKET NUMBER:	32998
NAME OF SUBMITTER:	Penelope J.A. Agodoa
Signature:	/pja/
Date:	02/28/2008
Total Attachments: 3 source=32998#page1.tif source=32998#page2.tif source=32998#page3.tif	

GRANT OF SECURITY INTEREST (TRADEMARKS)

The undersigned, **A&C LICENSING LLC**, a New York limited liability company (the "*Grantor*"), is obligated to **ISRAEL DISCOUNT BANK OF NEW YORK** (the "*Secured Party*") under the Line of Credit Agreement, dated as of February 25, 2008 (as amended, restated, supplemented or otherwise modified from time to time, the "*Credit Agreement*"), by and among the Grantor, certain affiliates of the Grantor and the Secured Party, and pursuant to which the Grantor has entered into the Security Agreement, dated as of February 25, 2008 (as amended, restated, supplemented or otherwise modified from time to time, the "*Security Agreement*"), by and between the Grantor, the affiliates of the Grantor from time to time party thereto and the Secured Party.

Pursuant to the Security Agreement, the Grantor has granted to the Secured Party a security interest in and to all of the right, title and interest of the Grantor in and to the trademarks listed on Schedule 1, which trademarks are registered in the United States Patent and Trademark Office (the "*Trademarks*"), together with the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof (the "*Collateral*"), to secure the prompt payment, performance and observance of the Obligations (as defined in the Security Agreement).

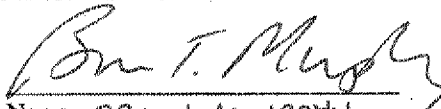
For good and valuable consideration, the receipt of which is hereby acknowledged, and for the purpose of recording the grant of the security interest as aforesaid, the Grantor does hereby further grant to the Secured Party a security interest in, the Collateral to secure the prompt payment, performance and observance of the Obligations (as defined in the Security Agreement).

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Party with respect to the security interest in the Collateral made and granted hereby are set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

The Secured Party's address is: 511 Fifth Avenue, 13<sup>th</sup> Floor, New York, New York 10017.

**IN WITNESS WHEREOF**, the Grantor has caused this Grant of Security Interest to be duly executed by its duly authorized officer as of the 25 day of February 2008.

**A&C LICENSING LLC**

By:   
Name: BRIAN MURPHY  
Title: VICE PRESIDENT & SECRETARY

Schedule 1  
to  
Grant of Security Interest (Trademarks)  
by A&C Licensing LLC  
Dated as of February 25, 2008

<u>MARK</u>	<u>SERIAL NO.</u>	<u>REGISTRATION NO.</u>	<u>REGISTRATION DATE</u>
Christiane Celle Calypso	78831809	3198690	January 16, 2007
Christiane Celle Calypso	76447554	2755692	August 26, 2003
Christiane Celle	75945416	2595253	July 16, 2002
Calypso St. Barth	74721350	2705622	April 15, 2003

<u>MARK APPLICATION</u>	<u>SERIAL NO.</u>	<u>REGISTRATION NO.</u>	<u>FILING DATE</u>
Christiane Celle Calypso	78821537		February 23, 2006
Calypso St. Barth	77139989		March 26, 2007