

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
James Perse Enterprises, Inc.		02/21/2008	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	The CIT Group/Commercial Services, Inc.
Street Address:	300 South Grand Avenue
Internal Address:	10th Floor
City:	Los Angeles
State/Country:	CALIFORNIA
Postal Code:	90071
Entity Type:	CORPORATION: NEW YORK

PROPERTY NUMBERS Total: 18

Property Type	Number	Word Mark
Serial Number:	78657420	BABY JAMES JAMES PERSE
Serial Number:	75387050	JAMES PERSE
Serial Number:	78673878	JAMES PERSE LOS ANGELES
Serial Number:	78592887	JP
Serial Number:	75386990	JP CLASSICS
Serial Number:	78657419	STANDARD JAMES PERSE
Serial Number:	78670684	JAMES PERSE
Serial Number:	76591651	JAMES PERSE
Serial Number:	78681951	JAMES PERSE HOME
Serial Number:	76591652	JAMES PERSE
Serial Number:	76591653	JAMES PERSE
Serial Number:	76591654	JAMES PERSE
Serial Number:	78681958	JAMES PERSE HOME

CH \$465.00 78657420

Serial Number:	76591655	JAMES PERSE
Serial Number:	78681955	JAMES PERSE HOME
Serial Number:	76591656	JAMES PERSE
Serial Number:	76591650	JAMES PERSE
Serial Number:	78684446	JAMES

CORRESPONDENCE DATA

Fax Number: (866)826-5420
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
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:	33004
NAME OF SUBMITTER:	Penelope J.A. Agodoa
Signature:	/pja/
Date:	03/04/2008

Total Attachments: 13
source=33004#page1.tif
source=33004#page2.tif
source=33004#page3.tif
source=33004#page4.tif
source=33004#page5.tif
source=33004#page6.tif
source=33004#page7.tif
source=33004#page8.tif
source=33004#page9.tif
source=33004#page10.tif
source=33004#page11.tif
source=33004#page12.tif
source=33004#page13.tif

**RECORDATION FORM COVER SHEET
 TRADEMARKS ONLY**

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

<p>1. Name of conveying party(ies): James Perse Enterprises, Inc.</p> <p><input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation- State: <u>California</u> <input type="checkbox"/> Other _____</p> <p>Citizenship (see guidelines) _____</p> <p>Additional names of conveying parties attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies) <input type="checkbox"/> Yes Additional names, addresses, or citizenship attached? <input checked="" type="checkbox"/> No</p> <p>Name: <u>The CIT Group/Commercial Services, Inc.</u> Internal Address: <u>10th Floor</u> Street Address: <u>300 South Grand Avenue</u> City: <u>Los Angeles</u> State: <u>California</u> Country: <u>USA</u> Zip: <u>90071</u></p> <p><input type="checkbox"/> Association Citizenship _____ <input type="checkbox"/> General Partnership Citizenship _____ <input type="checkbox"/> Limited Partnership Citizenship _____ <input checked="" type="checkbox"/> Corporation Citizenship <u>New York</u> <input type="checkbox"/> Other _____ Citizenship _____</p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (Designations must be a separate document from assignment)</p>
<p>3. Nature of conveyance /Execution Date(s) : Execution Date(s) <u>February 21, 2008</u></p> <p><input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____</p>	
<p>4. Application number(s) or registration number(s) and identification or description of the Trademark.</p> <p>A. Trademark Application No.(s) _____ B. Trademark Registration No.(s) _____ See Schedule B attached to Security Agreement</p> <p style="text-align: right;">Additional sheet(s) attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown): _____</p>	
<p>5. Name & address of party to whom correspondence concerning document should be mailed: Name: <u>Sharlene Desens</u> Internal Address: <u>10th Floor</u> Street Address: <u>300 South Grand Avenue</u> City: <u>Los Angeles</u> State: <u>California</u> Zip: <u>90071</u> Phone Number: <u>213-613-2524</u> Fax Number: <u>213-613-2566</u> Email Address: <u>Sharlene.Desens@cit.com</u></p>	<p>6. Total number of applications and registrations involved: 18</p> <p>7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____</p> <p><input type="checkbox"/> Authorized to be charged by credit card <input type="checkbox"/> Authorized to be charged to deposit account <input type="checkbox"/> Enclosed</p> <p>8. Payment Information:</p> <p>a. Credit Card Last 4 Numbers _____ Expiration Date _____</p> <p>b. Deposit Account Number _____ Authorized User Name _____</p>
<p>9. Signature: <u>Sharlene Desens</u> <u>02/28/2008</u> Signature Date</p> <p style="text-align: center;">Name of Person Signing</p> <p style="text-align: right;">Total number of pages including cover sheet, attachments, and document: 13</p>	

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0148, or mailed to:
 Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

**GRANT OF SECURITY INTEREST IN
PATENTS, TRADEMARKS AND LICENSES**

THIS GRANT OF SECURITY INTEREST IN PATENTS, TRADEMARKS AND LICENSES (herein the "Agreement") made as of this 21 day of February, 2008, by JAMES PERSE ENTERPRISES, INC., a California corporation, with its principal place of business at 3311 E. Slauson Avenue, Los Angeles, California 90058 (herein the "Company"), and THE CIT GROUP/COMMERCIAL SERVICES, INC., a New York corporation, with offices at 300 South Grand Avenue, Los Angeles, California 90071 (herein "CIT").

WITNESETH:

WHEREAS, the Company has executed and delivered to the order of CIT an Amended and Restated Term Promissory Note and Loan Agreement dated on or about the date hereof (as the same may be amended, restated, modified or supplemented from time to time, the "Term Note") pursuant to which CIT has made or will make a certain term loan to the Company, and the Company has agreed to grant to CIT, as collateral security therefor, a security interest in certain of the Company's assets, including, without limitation, its trademarks, trademark applications and/or registrations, tradenames, goodwill and licenses, and, if applicable, any patents, patent applications and/or registrations, all as more fully set forth herein and in the Term Note;

NOW THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, the Company agrees as follows:

1. **Definitions.** Capitalized terms used herein and defined in the Term Note shall have the meanings set forth therein unless otherwise specifically defined herein.

2. **Grant of Security Interest.** To secure the payment of all indebtedness, obligations and liabilities which may be now or hereafter owed by the Company to CIT arising out of, or incurred in connection with this Agreement or the Term Note (collectively, the "Secured Obligations"), the Company hereby grants to CIT a security interest, effective immediately, in all of the Company's right, title and interest in and to all of the following described property, whether now owned or hereafter acquired (collectively herein the "Intellectual Property Collateral"):

- (i) Patents and patent applications and/or registrations together with the inventions and improvements described and claimed therein including, without limitation, the patents and applications, if any, listed on Schedule A, attached hereto and made a part hereof, and any and all reissues and renewals thereof and all income, royalties, damages and payments now and hereafter due and/or payable in connection therewith including, without limitation, damages and payments for past or future infringements thereof (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the "Patent Collateral");
- (ii) Trademarks, trademark registrations, recordings and/or applications, tradenames, trade styles, service marks, prints and labels on which any of the foregoing have or may appear, designs, general intangibles pertaining to any of the foregoing, including, without limitation, the trademarks and applications, if

any, listed on Schedule B attached hereto and made a part hereof, and any and all reissues and/or renewals thereof, and all income, royalties, damages and payments now and hereafter due and/or payable in connection therewith including, without limitation, damages and payments for past or future infringements thereof (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the "Trademark Collateral");

- (iii) Any license agreement in which the Company is or becomes licensed to use any patents and/or trademarks owned by a third party including, without limitation, the licenses, if any, listed on Schedule C attached hereto and made a part hereof (all of the foregoing are sometimes referred to herein individually and/or collectively as the "License Collateral");
- (iv) The goodwill of the Company's business connected with and symbolized by the Intellectual Property Collateral;
- (v) Any and all of the Company's rights and interests in any of the foregoing as they relate to the Company's accounts, inventory, equipment and general intangibles, or any collateral bearing any of the foregoing, including without limitation the right to sell inventory, goods and property bearing or covered by any of the foregoing Intellectual Property; and
- (vi) All cash and non-cash proceeds, royalties and income of the foregoing, including without limitation any amounts obtained pursuant to any infringement action.

3. **CIT Rights.** Upon the occurrence of any Event of Default hereunder, CIT shall have all the rights and remedies of a secured party under the Uniform Commercial Code and any other applicable state or federal laws. CIT will give the Company reasonable notice of the time and place of any public sale of the Intellectual Property Collateral or the time after which any private sale of the Intellectual Property Collateral or any other intended disposition thereof is to be made. Unless otherwise provided by law, the requirement of reasonable notice shall be met if such notice is mailed, postage prepaid to the address of the Company set forth above at least ten (10) days before the date of such sale or disposition. In addition to the foregoing and all other rights and remedies of CIT upon the occurrence of any Event of Default hereunder, CIT shall thereupon have the immediate right to transfer to itself or to sell, assign and transfer to any other person all right, title and interest in and to all or any part of the Intellectual Property Collateral. A formal irrevocable power of attorney (in the form annexed hereto) is being executed and delivered by the Company to CIT concurrently with this Agreement to enable such rights to be carried out. The Company agrees that, in the event CIT exercises its rights hereunder and/or pursuant to said power of attorney in accordance with its terms, after written notification of such exercise from CIT to the Company, the Company shall never thereafter, without the prior written authorization of the owner or owners of such Intellectual Property Collateral, use any of such Intellectual Property Collateral. The condition of the foregoing provision is such that unless and until there occurs an Event of Default under this Agreement, the Company shall continue to own and use the Intellectual Property Collateral in the normal course of its business and to enjoy the benefits, royalties and profits therefrom provided, however, that from and after the occurrence of an Event of Default such right will, upon the exercise by CIT of the rights provided by this Agreement, be revoked and the right of the Company to enjoy the uses, benefits, royalties and profits of said Intellectual Property Collateral will wholly cease, whereupon CIT or its transferee(s) shall be entitled to all of the Company's

143974-2

right, title and interest in and to the Intellectual Property Collateral hereby so assigned. This Agreement will not operate to place upon CIT any duty or responsibility to maintain the Intellectual Property Collateral.

4. **Fees.** The Company will pay all filing fees with respect to the security interest created hereby which CIT may deem necessary or advisable in order to perfect and maintain the perfection of its security interest in the Intellectual Property Collateral.

5. **Representations and Warranties.** The Company represents and warrants: that the Company lawfully possesses and owns the Intellectual Property Collateral and that except for the security interest granted hereby, the Intellectual Property Collateral will be kept free from all liens, security interests, claims and encumbrances whatsoever; that the Company has not made or given any prior assignment, transfer or security interest in the Intellectual Property Collateral or any of the proceeds thereof; that the Intellectual Property Collateral is and will continue to be, in all respects, in full force and effect; and that there are no known infringements of the Intellectual Property Collateral. The Company agrees not to take any action inconsistent with the terms and intent hereof, provided that the Company may enter into licensing agreements in the ordinary course of its business on fair and reasonable terms, provided further that no Event of Default (as defined herein below) has occurred and that any such agreement does not adversely effect CIT' rights and interests hereunder. The Company hereby further agrees to provide notice to CIT of any hereafter acquired Intellectual Property Collateral, provided that any such Collateral shall be automatically subject to the terms hereof and provided that the Company shall take any such additional action as CIT shall reasonably request with respect thereto.

6. **Application of Proceeds.** The proceeds of any sale, transfer or disposition of the Intellectual Property Collateral shall be applied first to all costs and expenses, including, but not limited to, reasonable attorneys' fees and expenses and court costs, incurred by CIT in connection with such sale and the exercise of CIT' rights and remedies hereunder and under the Term Note, next, such proceeds shall be applied to the payment, in whole or in part, of the Secured Obligations in such order as CIT may elect; and the balance, if any, shall be paid to the Company or as a court of competent jurisdiction may direct.

7. **Defense of Claims.** The Company will defend at its own cost and expense any action, claim or proceeding affecting the Intellectual Property Collateral or the interest of CIT therein. The Company agrees to reimburse CIT for all costs and expenses incurred by CIT in defending any such action, claim or proceeding.

8. **Rights Cumulative.** This Agreement shall be in addition to the agreements in the Term Note and shall not be deemed to affect, modify or limit the Term Note or any rights that CIT has under the Term Note. The Company agrees to execute and deliver to CIT (at the Company's expense) any further documentation or papers necessary to carry out the intent or purpose of this Agreement including, but not limited to, financing statements under the Uniform Commercial Code.

9. **Construction and Invalidity.** Any provisions hereof contrary to, prohibited by or invalid under any laws or regulations shall be inapplicable and deemed omitted here from, but shall not invalidate the remaining provisions hereof.

10. **CHOICE OF LAW; JURY TRIAL WAIVER.** THE COMPANY AGREES THAT THE VALIDITY, INTERPRETATION AND ENFORCEMENT OF THIS AGREEMENT AND ALL RIGHTS HEREUNDER SHALL BE GOVERNED BY THE LAWS OF THE STATE OF CALIFORNIA. THIS AGREEMENT TOGETHER WITH THE AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT OF THE COMPANY AND CIT WITH RESPECT TO THE INTELLECTUAL PROPERTY COLLATERAL, CAN ONLY BE CHANGED OR MODIFIED IN WRITING. THE COMPANY AND CIT EACH HEREBY EXPRESSLY WAIVES ANY RIGHT OF TRIAL BY JURY ON ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION ARISING HEREUNDER.

The parties to this Agreement prefer that any dispute between or among them be resolved in litigation subject to the above jury trial waiver. If, and only if, a pre-dispute jury trial waiver of the type provided for herein is unenforceable in litigation to resolve any dispute, claim, cause of action or controversy under this Agreement or any other document between the parties hereto (each, a "Claim") in the venue where the Claim is being brought pursuant to the terms of this Agreement, then, upon the written request of any party, such Claim, including any and all questions of law or fact relating thereto, shall be determined exclusively by a judicial reference proceeding. Except as otherwise provided herein, venue for any such reference proceeding shall be in the state or federal court in the County or District where venue is appropriate under applicable law (the "Court"). The parties shall select a single neutral referee, who shall be a retired state or federal judge. If the parties cannot agree upon a referee within 30 days, the Court shall appoint the referee. The referee shall report a statement of decision to the Court. Notwithstanding the foregoing, nothing in this paragraph shall limit the right of any party at any time to exercise self-help remedies, foreclose against collateral or obtain provisional remedies (including without limitation, requests for temporary restraining orders, preliminary injunctions, writs of possession, writs of attachment, appointment of a receiver, or any orders that a court may issue to preserve the status quo, to prevent irreparable injury or to allow a party to enforce its liens and security interests). The parties shall bear the fees and expenses of the referee equally unless the referee orders otherwise. The referee also shall determine all issues relating to the applicability, interpretation, and enforceability of this section. The parties acknowledge that any Claim determined by reference pursuant to this section shall not be adjudicated by a jury.

11. **Events of Default.** The occurrence of any Event of Default under the Term Note which is not waived in writing by CIT constitutes an Event of Default under this Agreement.

12. **Notices.** The Company covenants and agrees that, with respect to the Intellectual Property Collateral, it will give CIT written notice at its offices at 300 S. Grand Ave., 12th Floor, Los Angeles, California 90071 of:

- (i) any claim by a third party that the Company has infringed on the rights of a third party that has or would have a material adverse affect on the Company;
- (ii) any suspected infringement by a third party on the rights of the Company that has or would have a material adverse affect on the Company; or
- (iii) any Intellectual Property Collateral created, arising or acquired by the Company after the date hereof.

13. **Further Assurances.** The Company will take any such action as CIT may reasonably require to further confirm or protect CIT's rights under this Agreement in the Intellectual Property Collateral. In furtherance thereof, the Company hereby grants to CIT a power of attorney coupled with an interest which shall be irrevocable during the term of this Agreement to execute any documentation or take any action in the Company's behalf required to effectuate the terms, provisions and conditions of this Agreement.

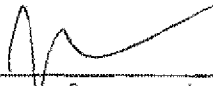
14. **Termination.** This Agreement shall terminate upon termination of the Term Note and full, final and indefeasible payment in cash of all Secured Obligations. Upon the Company's request, CIT shall within a reasonable time after any such termination execute and deliver to the Company (at the Company's expense) such documents and instruments as are reasonably necessary to evidence such termination and release of the security interest granted herein on any applicable public record.

15. **Assignment.** This Agreement binds and benefits each of us and our respective successors and assigns; provided, however, that you may not assign this Agreement or your rights hereunder without our prior written consent. You agree that we may, without notifying you, sell, assign or transfer our rights and obligations under this Agreement, including, without limitation, our rights and obligations with respect to the Intellectual Property Collateral.

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

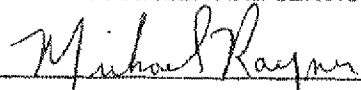
Company:

JAMES PERSE ENTERPRISES, INC.

By: 
Name: James Perse
Title: President

Agreed and Accepted this 21 day of
February, 2008

THE CIT GROUP/COMMERCIAL SERVICES, INC.

By: 
Name: MICHAEL RAYNER
Title: JP

IRREVOCABLE POWER OF ATTORNEY

JAMES PERSE ENTERPRISES, INC., a California corporation, with offices at 3311 E. Slauson Avenue, Los Angeles, California 90058, (hereinafter referred to as the "Company"), hereby grants to THE CIT GROUP/COMMERCIAL SERVICES, INC., a New York corporation, with offices at 300 South Grand Avenue, Los Angeles, California 90071 (hereinafter referred to as "CIT"), the exclusive Irrevocable Power of Attorney to transfer to CIT or to any designee of CIT all Intellectual Property Collateral listed on the Schedules attached to the Grant of Security Interest in Patents, Trademarks and Licenses (the "Agreement"), dated as of the date hereof, between the Company and CIT including, without limitation, all patents, patent applications and/or registrations, trademarks, trademark applications and/or registrations, and licenses together with the goodwill of the business connected with or symbolized by such Intellectual Property Collateral and the Company's entire inventory of labels and decals bearing any trademarks not affixed to its products, and the right to operate and control, sell, assign, and transfer the business under those trademarks under the following terms and conditions:

1. The Power of Attorney granted hereunder shall be effective as of the date hereof and shall last for as long as any now existing or hereafter arising Secured Obligations (as defined in the Agreement) are outstanding.
2. The Power of Attorney granted herein shall be irrevocable throughout the duration of its life as specified in Paragraph 1 hereinabove;
3. The Power of Attorney granted herein shall only be exercisable by CIT after the occurrence of an Event of Default under the Agreement; and
4. CIT shall give the Company ten (10) days prior written notice of the exercise of this power, and the waiver by CIT of any particular Event of Default as set forth in Paragraph 3 hereinabove shall have no force or effect unless in writing and signed by an authorized officer of CIT. Even then such waiver shall not constitute or be considered a waiver of any other Event of Default then existing or thereafter arising whether similar or not.

IN WITNESS WHEREOF, the Company has caused this Power of Attorney to be executed as of the 21 day of FEBRUARY, 2008.

Company:

JAMES PERSE ENTERPRISES, INC.

By:  _____

Name: James Perse _____

Title: President _____

SCHEDULE A TO GRANT OF SECURITY INTEREST IN PATENTS,
TRADEMARKS AND LICENSES

between

JAMES PERSE ENTERPRISES, INC., a California corporation
and

THE CIT GROUP/COMMERCIAL SERVICES, INC.

U.S. PATENTS

NONE

143974-2

**SCHEDULE B TO GRANT OF SECURITY INTEREST IN PATENTS,
TRADEMARKS AND LICENSES**

between

JAMES PERSE ENTERPRISES, INC., a California corporation

and

THE CIT GROUP/COMMERCIAL SERVICES, INC.

U.S. TRADEMARKS

<u>Title or Mark</u>	<u>Serial No.</u>	<u>Status</u>	<u>Registration No.</u>	<u>Registration Date</u>
Baby James James Perse	78-657420	Registered	3,182,953	December 12, 2006
James Perse	75-387050	Registered	2,214,520	December 29, 1998
James Perse Los Angeles	78-673878	Registered	3,183,034	December 12, 2006
JP	78-592887	Registered	3,068,106	March 14, 2006
JP Classics	75-386990	Registered	2,288,500	October 26, 1999
Standard James Perse	78-657419	Registered	3,182,952	December 12, 2006
James Perse	78-670684	Registered	3,183,015	December 12, 2006
James Perse	76-591651	Allowed	N/A	N/A
James Perse Home	78-681951	Allowed	N/A	N/A
James Perse	76-591652	Allowed	N/A	N/A
James Perse	76-591653	Allowed	N/A	N/A
James Perse	76-591654	Allowed	N/A	N/A
James Perse Home	78-681958	Allowed	N/A	N/A
James Perse	76-591655	Allowed	N/A	N/A
James Perse Home	78-681955	Allowed	N/A	N/A
James Perse	76-591656	Allowed	N/A	N/A
James Perse	76-591650	Allowed	N/A	N/A
James	78-684446	Pending	N/A	N/A

143974-2

SCHEDULE C TO GRANT OF SECURITY INTEREST IN PATENTS,
TRADEMARKS AND LICENSES

between

JAMES PERSE ENTERPRISES, INC., a California corporation

and

THE CIT GROUP/COMMERCIAL SERVICES, INC.

U.S. LICENSES

NONE

143974-2

10

TRADEMARK
REEL: 003731 FRAME: 0185

CERTIFIED RESOLUTIONS

For Grant of Security Interest in Patents, Trademarks and Licenses

I, James Perse, hereby certify that I am the Secretary and the official custodian of certain records, including the Charter, By-Laws, and the Minutes of the Meetings of the Board of Directors of James Perse Enterprises, Inc., a California corporation, and that the following is a true, accurate and compared extract from: [check one of the following]

the unanimous written consent of the Board of Directors of said Corporation, duly adopted by way of a unanimous written consent dated October 1, 2007, pursuant to which said Corporation was duly authorized to transact the business hereinafter described, and that such unanimous written consent was in accordance with the laws of the state of incorporation and the Charter and By-Laws of said Corporation,

the minutes of the Board of Directors of said Corporation, duly adopted at a meeting duly called, convened and held on October 1, 2007, at which meeting there was present a quorum authorized to transact the business hereinafter described, and that the proceedings at said meeting were in accordance with the laws of the state of incorporation and the Charter and By-Laws of said Corporation,

that the same have not been revoked, annulled, modified or amended in any manner whatsoever, that same are in full force and effect, and that all of the Directors have duly approved same.

As said Secretary, I further certify that there are no provisions in the laws of the state of incorporation, or the Charter or the By-Laws of this Corporation or in any amendments thereto, or in any contracts or indentures of the Corporation, restricting the action contemplated by the below resolutions or requiring the consent or authorization of stockholders or of any other person, firm, entity or corporation other than the Board of Directors of this Corporation.

Upon motion duly made and seconded, the following resolutions were unanimously adopted:

WHEREAS, this Corporation proposes to or has entered into a Factoring Agreement and related documents with The CIT Group/Commercial Services, Inc. (herein "CIT"), all as having been submitted to the Board of Directors and having been duly and fully considered thereby, and the execution and delivery thereof being deemed to be in the best interest of this Corporation and within the express and implied powers of this Corporation; and

WHEREAS, to secure the indebtedness and obligations therein more fully described, it is in the best interests of this Corporation to enter into a Grant of Security Interest in Patents, Trademarks and Licenses with CIT, pursuant to which this Corporation shall grant to CIT a lien on and security interest in, among other things, all of the present and hereafter acquired or arising trademarks, trademark applications and/or registrations, tradenames and goodwill, as therein more fully set forth; and

WHEREAS, a form of Grant of Security Interest in Patents, Trademarks and Licenses, having been submitted to this meeting and having been duly and fully considered thereat, and the execution thereof being deemed to be in the best interest of this Corporation and within the express and implied powers of this Corporation; NOW, THEREFORE, BE IT,

RESOLVED, that the President or any other officer of this Corporation be and hereby is authorized and directed to execute and deliver said Grant of Security Interest in Patents, Trademarks and Licenses, and related documents, substantially in the forms submitted to this meeting, and to do such other acts and execute and deliver such other documents, financing statements or agreements as may be necessary or desirable to carry out the intent and purposes of this resolution and of the aforesaid Grant of Security Interest in Patents, Trademarks and Licenses, all without further action and all such action now or hereafter taken, shall be taken to be the action of this Corporation and of this Board of Directors, and any actions in this regard previously taken by any such officer(s) are hereby duly ratified and confirmed in all respects.

FURTHER RESOLVED, that the authority and powers granted to the officers and delegated persons herein shall be continuing, and that CIT shall be entitled to rely on same until its receipt of written notice from the Corporation to the contrary with respect to any such officer or delegated person.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of this Corporation, on FEBRUARY 21, 2008.



Secretary