

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
MORRISON AND ABRAHAM, INC.		03/31/2008	CORPORATION: NEW YORK
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	SILVER POINT FINANCE, L.L.C.		
<b>Street Address:</b>	2 Greenwich Plaza		
<b>Internal Address:</b>	1st Floor		
<b>City:</b>	Greenwich		
<b>State/Country:</b>	CONNECTICUT		
<b>Postal Code:</b>	06830		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	77113384	RESONATE WITH CONSUMERS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(212)492-0562		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	2123733562		
<b>Email:</b>	alee@paulweiss.com, menakaplan@paulweiss.com		
<b>Correspondent Name:</b>	Menachem Kaplan		
<b>Address Line 1:</b>	1285 Avenue of the Americas		
<b>Address Line 2:</b>	Paul, Weiss, Rifkind, Wharton & Garrison		
<b>Address Line 4:</b>	New York, NEW YORK 10019-6064		
<b>ATTORNEY DOCKET NUMBER:</b>	17245-013		
<b>NAME OF SUBMITTER:</b>	Menachem Kaplan		
<b>Signature:</b>	/Menachem Kaplan/		

CH \$40.00 77113384

Date:

04/03/2008

Total Attachments: 4

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Notice of Grant of Security Interest in Trademarks

NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS (the "Notice"), dated as of March 31, 2008, made by MORRISON AND ABRAHAM, INC., a New York corporation (the "Grantor"), in favor of SILVER POINT FINANCE, L.L.C., a Delaware limited liability company, as the Collateral Agent for the Lenders. Capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Security and Pledge Agreement (as defined herein).

WHEREAS, the Grantor is the owner of the issued trademark and service mark registrations and trademark and service mark applications set forth on Schedule I attached hereto;

WHEREAS, pursuant to the terms and conditions of the Security and Pledge Agreement dated as of March 31, 2008, by and among the Grantor (and certain of its affiliates) and the Collateral Agent (the "Security and Pledge Agreement"), the Grantor granted to the Collateral Agent for the ratable benefit of the Lenders, a security interest in and continuing lien on all of the Grantor's right, title and interest in, to and under all Trademarks, including but not limited to the trademark and service mark registrations and trademark and service mark applications set forth on Schedule I attached hereto, (collectively, the "Trademark Collateral"); and

WHEREAS, pursuant to the Security and Pledge Agreement, the Grantor agrees to execute and deliver to the Lenders this Notice for purposes of filing the same with the United States Patent and Trademark Office to confirm, evidence and perfect (to the extent perfection can be accomplished with such filing) the security interest in the Trademark Collateral granted pursuant to the Security and Pledge Agreement.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, and subject to the terms and conditions of the Security and Pledge Agreement, the Grantor hereby grants to the Collateral Agent a security interest in and continuing lien on all of the Grantor's right, title and interest in, to and under all of the Trademark Collateral; provided, that the grant of security interest shall not include any trademark that may be deemed invalidated, canceled or abandoned due to the grant and/or enforcement of such security interest unless and until such time that the grant and/or enforcement of the security interest will not affect the validity of such trademark.

The Grantor and the Collateral Agent hereby acknowledge and agree that the security interest in and continuing lien on the Trademark Collateral may only be terminated in accordance with the terms of the Security and Pledge Agreement.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Security and Pledge Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

In the event of an irreconcilable conflict between this Notice and the Security and Pledge Agreement, the Security and Pledge Agreement shall govern.

This Notice shall in all respects be construed in accordance with and governed by the laws of the State of New York, applicable to contracts made and to be performed wholly within such state and the Bankruptcy Code.

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IN WITNESS WHEREOF, the undersigned has caused this Notice to be duly executed and delivered as of the date first above written.

MORRISON AND ABRAHAM, INC.

By: \_\_\_\_\_

Name: David E. Kennedy  
Title: Chief Executive Officer

**Schedule I**

<i>Trademark Applications</i>	<i>Date Filed</i>	<i>Serial Number</i>
RESONATE WITH CONSUMERS	2/22/07	77/113384