

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
King Kold, LLC		05/14/2008	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Bank of America, N.A.		
<b>Street Address:</b>	335 Madison Avenue		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10017		
<b>Entity Type:</b>	Banking Institution:		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	1025815	RATNER'S	
Registration Number:	1460256	KING KOLD	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(212)836-6337		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	212-836-7319		
<b>Email:</b>	psomelofske@kayescholer.com		
<b>Correspondent Name:</b>	Paul J. Somelofske c/o Kaye Scholer LLP		
<b>Address Line 1:</b>	425 Park Avenue		
<b>Address Line 2:</b>	16-06		
<b>Address Line 4:</b>	New York, NEW YORK 10022-3598		
<b>ATTORNEY DOCKET NUMBER:</b>	03191-0091		
<b>NAME OF SUBMITTER:</b>	Paul J. Somelofske		
<b>Signature:</b>	/Paul J. Somelofske/		

CH \$65.00 1025815

Date:

06/23/2008

**Total Attachments: 3**

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## SECURITY AGREEMENT

### (TRADEMARKS)

WHEREAS, King Kold, LLC, a Delaware limited liability company (herein referred to as "Grantor"), has adopted, used and is using the trademarks listed on the annexed **Schedule 1** annexed hereto as part hereof, which trademarks are registered in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, Grantor is obligated to Bank of America, N.A., individually and as agent (referred to herein as the "Grantee"), for itself and certain other parties, for the payment and performance of certain indebtedness and other obligations (the "Secured Obligations"); and

WHEREAS, pursuant to various security agreements, Grantor has granted to Grantee a security interest in all right, title and interest of Grantor in and to 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 "Trademark Collateral"), to secure the payment, performance and observance of the Secured Obligations;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Grantor does hereby further grant to Grantee a security interest in the Trademark Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

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

Grantee's address is 335 Madison Avenue, New York, NY 10017.

IN WITNESS WHEREOF, Grantor has caused this Security Agreement to be  
duly executed by its officer thereunto duly authorized as of the 14<sup>th</sup> day of May, 2008.

KING KOLD, LLC

By: 

Name:

Title:

BRUCE HAIR BASSIDY  
CEO

SCHEDULE 1 TO SECURITY AGREEMENT

TRADEMARKS AND TRADEMARK APPLICATIONS

<b>Trademark</b>	<b>Registration Date</b>	<b>Filing or Registration Number</b>
Ratner's	11-25-75	1025815
King Kold	10-06-87	1460256