

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
KEMISTRE 8, LLC		05/01/2009	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:	CORPORATION: NEW YORK

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Serial Number:	78159389	PRPS
Serial Number:	78137508	AKADEMIKS STADIUM
Serial Number:	78137507	AKADEMIK JEANIUS
Serial Number:	78137231	A AKADEMIKS
Serial Number:	78137202	LITTLE "A" LOGO
Serial Number:	78137078	AKADEMIKS
Serial Number:	78137052	AKDMKS
Serial Number:	76668260	A
Serial Number:	76668259	AKDMKS
Serial Number:	75722364	A AKADEMIKS

CORRESPONDENCE DATA

Fax Number: (973)624-0356

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

OP \$265.00 78159389

Phone: 9736242800
Email: coliveira@meyner.com
Correspondent Name: John N. Malyska
Address Line 1: One Gateway Center, Ste. 2500
Address Line 2: Meyner and Landis LLP
Address Line 4: Newark, NEW JERSEY 07102

NAME OF SUBMITTER:	John N. Malyska
Signature:	/John N. Malyska/
Date:	07/21/2009

Total Attachments: 49

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**RESTATED AND AMENDED
TRADEMARK AND TRADENAME SECURITY AGREEMENT**

**THIS RESTATED AND AMENDED TRADEMARK AND TRADENAME
SECURITY AGREEMENT** (this "**Agreement**") is made as of May 1, 2009, by

KEMISTRE 8, LLC, a limited liability company organized and existing under the laws of the State of New York with its principal place of business at 31 West 34th Street, New York, New York 10001 (being hereinafter referred to as "**KEMISTRE**")

in favor of

ISRAEL DISCOUNT BANK OF NEW YORK, a banking corporation organized and existing under the laws of the State of New York with its principal office located at 511 Fifth Avenue, New York, NY 10017 (together with its affiliates and subsidiaries, and all successors and assigns thereof hereinafter collectively referred to as "**Lender**")

WITNESSES THAT:

(1) **WHEREAS**, prior to the date hereof, Lender was extending certain loan and letter of credit facilities to **KEMISTRE** pursuant to the terms and conditions of a certain Amended and Restated Accounts Financing, Inventory and Equipment Security Agreement by and between Lender and **KEMISTRE** and dated March 19, 2003 (as from time to time modified, amended, restated, and/or extended being hereinafter collectively referred to as the "**2003 Loan Agreement**");

(2) **WHEREAS**, **KEMISTRE** and Lender have restated and amended the 2003 Loan Agreement so as to allow Lender to extend certain loan and letter of credit facilities to **KEMISTRE** in an amount up to **\$24,000,000** from time to time, but only on the terms and conditions set forth in that certain Restated and Amended Loan and Security Agreement by and between Lender and **KEMISTRE** of even date herewith (such certain Restated and Amended Loan and Security Agreement, as modified, amended, restated, extended or supplanted from time to time, such agreement, together with all extensions, modifications (**INCLUDING INCREASES AND DECREASES IN THE AMOUNT OF ANY FINANCIAL ACCOMMODATION PROVIDED THEREUNDER**), refinancings, renewals, restatements/amendments, substitutions, replacements and/or redatings thereof made from time to time hereafter being hereinafter collectively referred to as the "**KEMISTRE Loan Agreement**" and such loan and letter of credit facilities extended by Lender to **KEMISTRE** thereunder, together with all extensions, modifications (**INCLUDING INCREASES AND DECREASES IN AMOUNT**), refinancings, renewals, restatements/amendments, substitutions, replacements and/or redatings thereof, being hereinafter collectively and individually referred to as the "**KEMISTRE Loans**");

(3) **WHEREAS**, also as of the date hereof, Lender has agreed to extend certain loan and letter of credit facilities in an amount up to **\$17,000,000** from time to time, to **5 STAR APPAREL LLC**, a limited liability company organized and existing under the laws of the State of New York with its principal place of business at 31 West 34th Street, New York, New York 10001, and bearing federal tax identification number **75-3110609** (hereinafter referred to as “**5 STAR**”);

(4) **WHEREAS**, the terms and conditions of Lender’s agreement to extend the aforesaid loan and letter of credit facilities to **5 STAR** is more fully set forth in that certain Restated and Amended Loan and Security Agreement by and between Lender and **5 STAR** of even date herewith (such certain Restated and Amended Loan and Security Agreement, as modified, amended, restated, extended or supplanted from time to time, such agreement, together with all extensions, modifications (**INCLUDING INCREASES AND DECREASES IN THE AMOUNT OF ANY FINANCIAL ACCOMMODATION PROVIDED THEREUNDER**), refinancings, renewals, restatements/amendments, substitutions, replacements and/or redatings thereof made from time to time hereafter being hereinafter collectively referred to as the “**5 STAR Loan Agreement**” and such loan and letter of credit facilities extended by Lender to **5 STAR** thereunder, together with all extensions, modifications (**INCLUDING INCREASES AND DECREASES IN AMOUNT**), refinancings, renewals, restatements/amendments, substitutions, replacements and/or redatings thereof, being hereinafter collectively and individually referred to as the “**5 STAR Loans**”);

(5) **WHEREAS**, **KEMISTRE** has guaranteed the obligations of **5 STAR** under the **5 STAR Loan Agreement** and the payment of the **5 STAR Loans** pursuant to its certain instrument of guaranty entitled “Guaranty” dated as of even date herewith (such instrument of guaranty, together with all extensions, modifications, refinancings, replacements, renewals and/or redatings thereof made from time to time hereafter, being hereinafter called the “**KEMISTRE Guaranty**”);

(6) **WHEREAS**, the **KEMISTRE Loan Agreement**, the **5 STAR Loan Agreement**, the **KEMISTRE Guaranty**, and any and all other documents (including any notes), instruments, writings and agreements related thereto, together with all extensions, modifications (**INCLUDING INCREASES AND DECREASES IN THE AMOUNT OF ANY FINANCIAL ACCOMMODATION PROVIDED THEREUNDER**), refinancings, renewals, restatements/amendments, substitutions, replacements and/or redatings thereof made from time to time hereafter, are hereinafter collectively and individually referred to as the “**Loan Documents**”;

(7) **WHEREAS**, it is a condition of Lender’s obligation to extend or to continue to extend the **KEMISTRE Loans** to **KEMISTRE** under the **KEMISTRE Loan Agreement** and/or to extend or to continue to extend the **5 STAR Loans** to **5 STAR** under the **5 STAR Loan Agreement** that **KEMISTRE** execute and deliver to Lender this Agreement;

(8) **WHEREAS**, to induce Lender to perform and/or to continue to perform its obligations under the Loan Documents or otherwise, **KEMISTRE** is willing to execute and deliver this Agreement to Lender and to perform **KEMISTRE**'s obligations hereunder;

NOW, THEREFORE, in consideration of the foregoing, the various and/or mutual covenants set forth in the **KEMISTRE Loan Agreement** and the **5 STAR Loan Agreement** and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **KEMISTRE** hereby agrees and covenants in favor of Lender as follows:

1. **Definitions.** As used herein, the following terms shall have the following meanings:

- 1.1 **"Agreement"** means this Trademark and Tradename Security Agreement, and any and all schedules and exhibits annexed hereto, together with all extensions, modifications (**INCLUDING INCREASES AND DECREASES IN THE AMOUNT OF ANY FINANCIAL ACCOMMODATION SECURED HEREBY**), refinancings, renewals, restatements/amendments, substitutions, replacements and/or redatings hereof.
- 1.2 **"Collateral"** means each and all of the following collectively and individually:
 - (a) each of the Trademarks and the goodwill of the business symbolized by each of the Trademarks;
 - (b) each of the Licenses;
 - (c) all accounts, contract rights and general intangibles of **KEMISTRE** arising under or relating to the Licenses, whether now existing or hereafter arising, including, without limitation, (1) all moneys due and to become due under any License, (2) any damages arising out of or for breach or default in respect of any such License, (3) all other amounts from time to time paid or payable under or in connection with any such License, and (4) the right of **KEMISTRE** to terminate any such License or to perform and to exercise all remedies thereunder;
 - (d) any claims by **KEMISTRE** against third parties, and all proceeds of suits, for infringement of the Trademarks, and the rights to sue for past, present and future infringements and all rights corresponding thereto in the United States; and
 - (e) as to all of the foregoing (a) through (d) inclusive, any and all cash proceeds, non-cash proceeds and products thereof, additions and accessions thereto, replacements and substitutions therefor, and all related books, records, journals, computer print-outs and data, of **KEMISTRE**.

- 1.3 “**Events of Default**” means any one or more of the events set forth in **Section 5** of this Agreement.
- 1.4 “**Licenses**” means, collectively and individually, any and all Trademark license agreements granted by **KEMISTRE** to third parties, whether now existing or hereafter arising, as any of same may from time to time be amended or supplemented, including, but not limited to, the license agreements listed on **Schedule B** annexed hereto and made a part hereof.
- 1.5 “**Obligations**” means each and all of the following collectively and individually:
- (a) principal due on the **KEMISTRE Loans** and any note now or hereafter evidencing any of the **KEMISTRE Loans** (including all advances and re-advances under the **KEMISTRE Loans** and any aforesaid note) to be paid with interest thereon as required by the **KEMISTRE Loan Agreement** and any such note;
 - (b) advances and re-advances which are and which may be made from time to time by Lender to **KEMISTRE** not in compliance with the any limitation imposed by the **KEMISTRE Loan Agreement**;
 - (c) advances and re-advances which are and which may be made from time to time by Lender on behalf of or for the account of **KEMISTRE** over and above any monetary limitation on the **KEMISTRE Loans** and/or over and above any other lending limitation contained in the **KEMISTRE Loan Agreement**, and the interest thereon;
 - (d) all amounts which Lender has actually advanced or is contingently liable to advance on account of Letters of Credit (as defined in the **KEMISTRE Loan Agreement**); and/or in the event that Lender is not itself the issuer of any such Letter of Credit, all amounts which Lender actually advances or is contingently liable to advance to any such issuer on account of any such Letter of Credit;
 - (e) any and all other advances and re-advances made by Lender prior to, on and after the date of this Agreement to, or on the account of, **KEMISTRE**;
 - (f) any and all interest, commissions, checking account overdrafts, bank overdrafts, and other loans, advances, obligations, liabilities and indebtedness owed by **KEMISTRE** to Lender (whether direct or indirect, primary, secondary, contingent, joint or several, and regardless of how acquired by Lender) which are due or which will arise or become due in the future, no

matter how or when arising and whether under the Loan Documents or under any other now existing or any future agreement or instrument of whatever nature (i) between **KEMISTRE** and Lender or (ii) otherwise;

- (g) the performance and fulfillment by **KEMISTRE** of all the terms, conditions, promises, covenants and provisions contained in the Loan Documents, or in any other now existing agreement or any future agreement or instrument of whatever nature (i) between **KEMISTRE** and Lender or (ii) otherwise;
- (h) **KEMISTRE**'s obligation to indemnify Lender from and against any and all claims, damages, losses, liabilities, reasonable costs or expenses whatsoever which Lender may incur (or which may be claimed against Lender by any person or entity whatsoever) by reason of or in connection with the execution and delivery or transfer of, or payment or failure to pay under the **KEMISTRE Loan Agreement** or any of the other Loan Documents, or under any other now existing agreement or any future agreement or instrument of whatever nature (i) between **KEMISTRE** and Lender or (ii) otherwise;
- (i) the amount due upon any notes or other obligations given to, or received by, Lender on account of any of the foregoing;
- (j) any "Liabilities" or "Obligations" or "Over-Line" or "Over-Advance" as such terms may now or hereafter be defined in the **KEMISTRE Loan Agreement**;
- (k) principal due on the **5 STAR Loans** and any note now or hereafter evidencing any of the **5 STAR Loans** (including all advances and re-advances under the **5 STAR Loans** and any aforesaid note) to be paid with interest thereon as required by the **5 STAR Loan Agreement** and any such note;
- (l) advances and re-advances which are and which may be made from time to time by Lender to **5 STAR** not in compliance with the any limitation imposed by the **5 STAR Loan Agreement**;
- (m) advances and re-advances which are and which may be made from time to time by Lender on behalf of or for the account of **5 STAR** over and above any monetary limitation on the **5 STAR Loans** and/or over and above any other lending limitation contained in the **5 STAR Loan Agreement**, and the interest thereon;

- (n) all amounts which Lender has actually advanced or is contingently liable to advance on account of Letters of Credit (as defined in the **5 STAR Loan Agreement**); and/or in the event that Lender is not itself the issuer of any such Letter of Credit, all amounts which Lender actually advances or is contingently liable to advance to any such issuer on account of any such Letter of Credit;
- (o) any and all other advances and re-advances made by Lender prior to, on and after the date of this Agreement to, or on the account of, **5 STAR**;
- (p) any and all interest, commissions, checking account overdrafts, bank overdrafts, and other loans, advances, obligations, liabilities and indebtedness owed by **5 STAR** to Lender (whether direct or indirect, primary, secondary, contingent, joint or several, and regardless of how acquired by Lender) which are due or which will arise or become due in the future, no matter how or when arising and whether under the Loan Documents or under any other now existing or any future agreement or instrument of whatever nature (i) between **5 STAR** and Lender or (ii) otherwise;
- (q) the performance and fulfillment by **5 STAR** of all the terms, conditions, promises, covenants and provisions contained in the Loan Documents, or in any other now existing agreement or any future agreement or instrument of whatever nature (i) between **5 STAR** and Lender or (ii) otherwise;
- (r) **5 STAR**'s obligation to indemnify Lender from and against any and all claims, damages, losses, liabilities, reasonable costs or expenses whatsoever which Lender may incur (or which may be claimed against Lender by any person or entity whatsoever) by reason of or in connection with the execution and delivery or transfer of, or payment or failure to pay under the **5 STAR Loan Agreement** or any of the other Loan Documents, or under any other now existing agreement or any future agreement or instrument of whatever nature (i) between **5 STAR** and Lender or (ii) otherwise;
- (s) the amount due upon any notes or other obligations given to, or received by, Lender on account of any of the foregoing; and
- (t) any "Liabilities" or "Obligations" or "Over-Line" or "Over-Advance" as such terms may now or hereafter be defined in the **5 STAR Loan Agreement**.

1.6 "**Trademarks**" means, collectively and individually, each and all of the following:

- (a) trademarks, trade names, trade dress, service marks, prints and labels on which said trademarks, trade names, trade dress and service marks have

appeared or appear, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all right, title and interest therein and thereto, and all registrations and recordings thereof, including, without limitation, applications, registrations and recordings in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof, or any other country or any political subdivision thereof, all whether now or hereafter owned or licensed by **KEMISTRE**, including, but not limited to, those listed on **Schedule A, Part I** and **Schedule A, Part II** annexed hereto and made a part hereof; and

- (b) trademarks, trade names, trade dress and service marks, whether now or hereafter owned by **KEMISTRE** which has not or is not required to be registered or recorded in any jurisdiction; and
- (c) reissues, extensions or renewals thereof and all licenses thereof (including, without limitation, all license agreements).

2. **Security Interest.**

2.1 **KEMISTRE**, to secure payment and performance of all Obligations of **KEMISTRE** to Lender, hereby grants Lender a security interest in, all of **KEMISTRE**'s right, title and interest in and to all of the Collateral, and such security interest shall be deemed to include the right (but not the obligation) to sue or recover in the name of **KEMISTRE** for all damages or profits arising out of past infringement and/or infringement that may arise during the period that this Agreement shall be in force between the parties, on any of the Collateral, or for injury to said goodwill, or acts of unfair competition either under Federal or State Law. The security interest granted herein shall remain in full force and effect until all of the Obligations of **KEMISTRE** to Lender are fully paid and satisfied.

2.2 The security interest granted pursuant to this Agreement shall create a continuing security interest in the Collateral which shall (a) remain in full force and effect until payment in full in cash or in another manner acceptable to Lender and termination of the Obligations of **KEMISTRE** to Lender, (b) be binding upon and inure to the benefit of, and be enforceable by, **KEMISTRE**, its successors and assigns, and (c) be binding upon and inure to the benefit of, and be enforceable by, Lender and its successors, transferees and assigns.

2.3 Upon the payment in full in cash or in another manner acceptable to Lender and termination of the Obligations of **KEMISTRE** to Lender then outstanding, this Agreement shall terminate and all rights granted as security in the Collateral to Lender shall revert to **KEMISTRE**. Upon any such termination, Lender will, at **KEMISTRE**'s expense, execute and deliver to **KEMISTRE** such documents as **KEMISTRE** shall reasonably request to evidence such termination.

3. **Representations, Warranties and Covenants of KEMISTRE.** KEMISTRE hereby represents, warrants, covenants and agrees as follows:

3.1 **Title to the Trademarks.** KEMISTRE has sole, exclusive, full, clear and unencumbered right, title and interest in and to the Trademarks and the registrations of the Trademarks are valid and subsisting and in full force and effect. The Trademarks have not been abandoned, suspended, voluntarily terminated or cancelled by KEMISTRE and, to the best of KEMISTRE's knowledge, have not been adjudged invalid or unenforceable.

3.2 **Use of the Trademarks.** Except to the extent that (a) Lender, upon prior written notice by KEMISTRE, shall consent, or (b) KEMISTRE determines in its reasonable business judgment that a Trademark of KEMISTRE has negligible economic value and such Trademark is no longer utilized in the ordinary course of KEMISTRE's business, KEMISTRE (either itself or through licensees) has used and will continue to use the Trademarks on each and every trademark class of goods applicable to its current line as reflected in its current catalogs, brochures and price lists in order to maintain the Trademarks in full force free from any claim of abandonment for non-use and KEMISTRE will not (and will not permit any licensee thereof to) do any act or knowingly omit to do any act whereby any of the Trademarks may become invalidated, abandoned, unenforceable, avoided, avoidable or otherwise diminished in value, and shall notify Lender immediately if it knows of any reason or has reason to know of any ground under which any of the foregoing may occur.

3.3 **License or Assignment of Trademarks.**

(a) KEMISTRE has sole, exclusive, full, clear and unencumbered right, title and interest as licensor in and to the License agreements listed on **Schedule B** annexed hereto and, except as set forth in said **Schedule B**, all such License agreements are valid and subsisting and in full force and effect. KEMISTRE's licensor rights have not been abandoned, suspended, voluntarily terminated or cancelled by KEMISTRE and, to the best of KEMISTRE's knowledge, have not been adjudged invalid or unenforceable.

(b) KEMISTRE may in the ordinary course of business license Trademarks to any party provided (1) no Event of Default has occurred under the Loan Documents, (2) the terms and conditions of the License are usual and customary for the License in question, (3) the rights of the licensee are subordinate to the rights of Lender in the Trademark or Tradename, (4) KEMISTRE provides Lender with a copy of the License within 5 days of the execution thereof, and (5) KEMISTRE complies with the provisions of Section 3.7 below so as to extend to Lender with respect to the affected License the right and remedies afforded by this Agreement.

(c) KEMISTRE shall not assign any of the Trademarks to any party without the prior written consent of Lender.

3.4 **Existing Patents.** KEMISTRE, as of the date hereof, owns no patents or patent applications, nor is KEMISTRE a party to any license agreement granting any right to use or

practice any invention on which a patent is in existence. In the event any patent is developed or otherwise acquired by **KEMISTRE**, **KEMISTRE** shall grant to Lender a security interest in all of **KEMISTRE**'s right, title and interest in and to the patents, pursuant to a security agreement in form and substance similar to this Agreement and will execute any agreements, instruments, documents and papers as Lender may reasonably request to evidence Lender's interest in such patent and the goodwill and general intangibles of **KEMISTRE** relating thereto or represented thereby.

3.5 **Further Assurances.** **KEMISTRE** will perform all acts and execute all further instruments and documents, including, without limitation, assignments for security in form suitable for filing with the United States Patent and Trademark Office, reasonably requested by Lender at any time to evidence, perfect, maintain, record and enforce Lender's interest in the Collateral or otherwise in furtherance of the provisions of this Agreement, and **KEMISTRE** hereby authorizes Lender to execute and file (with or without the signature of **KEMISTRE**) one or more financing statements (and similar documents) or copies thereof or this Agreement with respect to the Collateral signed only by Lender.

3.6 **Costs and Expenses.** **KEMISTRE** shall pay on demand all reasonable and necessary expenses and expenditures of Lender, including, without limitation, reasonable attorney's fees and expenses, incurred or paid by Lender in protecting, enforcing or exercising its interests, rights or remedies created by, connected with or provided in this Agreement, or performance pursuant to this Agreement.

3.7 **Pledge of Additional Patents and Trademarks and Licenses.** In the event **KEMISTRE**, either itself or through any agent, employee, licensee or designee shall:

- (a) file an application for the registration of any patent or Trademark with the United States Patent and Trademark Office or any similar office or agency of the United States, any State thereof, or any other country or any political subdivision thereof; or
- (b) file any assignment of any patent or Trademark which **KEMISTRE** may acquire, own or license from a third party, with the United States Patent and Trademark Office or any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof;

KEMISTRE shall promptly, but in no event more than thirty (30) days subsequent to such filing, notify Lender thereof, and, upon request of Lender shall promptly, but in no event more than twenty (20) days subsequent to such request, execute and deliver any and all agreements, instruments, documents and papers as Lender may reasonably request to evidence Lender's security interest in such patent or Trademark or License and the good will and general intangibles of **KEMISTRE** relating thereto or represented thereby. **KEMISTRE** hereby grants Lender a power of attorney, irrevocable until the Obligations of **KEMISTRE** to Lender are fully paid and satisfied, to modify this Agreement by amending **Schedule A** and **Schedule B**, as applicable, to include any future

Trademarks or Licenses, including, without limitation, registrations or applications appurtenant thereto.

3.8 **KEMISTRE's Authority, Etc.** KEMISTRE has the right and power to mortgage and pledge the Collateral, and to grant the security interest in the Collateral herein granted; and the Collateral is not now, and at all times hereafter will not be subject to any liens, licenses, pledges, assignments, registered license agreements, covenants not to use by KEMISTRE or other encumbrance of any nature whatsoever, and KEMISTRE has not received any notice from any third party claiming any right or interest in and to any of the Collateral or that KEMISTRE's use thereof infringes the rights of any third party.

3.9 **Negative Pledge.** KEMISTRE will not, without the prior written consent of Lender, assign (by operation of law or otherwise), sell, mortgage, lease, transfer, pledge, hypothecate, grant a security interest or lien upon, grant an exclusive or non-exclusive license upon (other than those existing Licenses, if any, listed on **Schedule B** annexed hereto and made a part hereof or those that comply with **Section 3.3(b)** above), or otherwise encumber, grant rights to any other person upon or dispose of any of the Collateral, and nothing in this Agreement shall be deemed a consent by Lender to any such action except as expressly permitted herein. KEMISTRE shall defend the Collateral against and shall take such other action as is necessary to remove any lien, security interest, claim, right or other encumbrance of any nature whatsoever in or to the Collateral, and will defend the right, title and interest of Lender in and to any of KEMISTRE's rights under the Collateral against the claims or demands of all persons whomsoever.

3.10 **No Additional Trademarks or Licenses.**

(a) Other than those grants, registrations or applications for registrations listed on **Schedule A, Part I** and **Schedule A, Part II** annexed hereto and made a part hereof, KEMISTRE does not as of the date hereof own any Trademarks or have any Trademarks registered in or the subject of pending applications in the United States Patent and Trademark Office or any similar office or agency in any other country or any political subdivision thereof.

(b) Other than agreements relating to those Licenses listed on **Schedule B** annexed hereto and made a part hereof, KEMISTRE is not as of the date hereof a party to any agreement relating to any License.

3.11 **Additional Further Assurances.** KEMISTRE will take all necessary steps in any proceeding before the United States Patent and Trademark Office or any similar office or agency in any other country, or any political subdivision thereof (i) to maintain each registration and grant of the Trademarks and Licenses, and (ii) in accordance with its reasonable business judgment and at its expense, to halt any infringement of the Trademarks and shall properly exercise its duty to control the nature and quality of the goods offered by any licensees in connection with the Licenses.

3.12 **Responsibility and Liability.** KEMISTRE assumes all responsibility and liability arising from the use of the Trademarks and Licenses, and hereby indemnifies and holds Lender and

each director, officer, employee, affiliate and agent thereof, harmless from and against any claim, suit, loss, damage or expense (including attorneys' fees and expenses) arising out of any alleged defect in any product manufactured, promoted or sold by **KEMISTRE** in connection with any of the Trademarks or otherwise arising out of **KEMISTRE**'s operation of its business from the use of the Trademarks. In any suit, proceeding or action brought by Lender under any License for any sum owing thereunder, or to enforce any provisions of such License, **KEMISTRE** will indemnify and keep Lender harmless from and against all expense, loss or damage suffered by reason of any defense, set off, recoupment, claim, counterclaim, reduction or liability whatsoever of the obligee thereunder or arising out of any other agreement, indebtedness or liability at any time owing to or in favor of such obligee or its successors from **KEMISTRE**, and all such obligations of **KEMISTRE** shall be and remain enforceable against and only against **KEMISTRE** and shall not be enforceable against Lender.

3.13 **Lender's Rights**. Lender may, in its sole discretion, pay any amount or do any act required of **KEMISTRE** hereunder or requested by Lender to preserve, defend, protect, maintain, record or enforce **KEMISTRE**'s obligations contained herein, the Obligations of **KEMISTRE** to Lender, the Collateral, or the right, title and interest granted Lender herein, and which **KEMISTRE** fails to do or pay, and any such payment shall be deemed an advance by Lender to **KEMISTRE** and shall be payable on demand together with interest thereon at the default rate as specified in the **KEMISTRE Loan Agreement**.

3.14 **Protection of the Trademarks**.

(a) **KEMISTRE** agrees that if it learns of any use by any person of any term or design likely to cause confusion with any Trademark, or of any claim of any lien, security interest, claim, right or other encumbrance of any nature whatsoever in or to the Collateral, **KEMISTRE** shall at **KEMISTRE**'s expense promptly bring an action against such person for the protection of **KEMISTRE**'s interest in and to such Trademark. In addition, **KEMISTRE** shall promptly notify Lender of such use, lien, security interest, claim, right or other encumbrance. If requested by Lender, **KEMISTRE** shall allow Lender to join with **KEMISTRE**, at **KEMISTRE**'s expense, in such action in the event that Lender, in its reasonable discretion, deems such joinder advisable for the protection of Lender's interest in and to the Trademarks.

(b) On and after the occurrence of an Event of Default, **KEMISTRE** agrees that if it learns of any use by any person of any term or design likely to cause confusion with any Trademark, or of any claim of any lien, security interest, claim, right or other encumbrance of any nature whatsoever in or to the Collateral, **KEMISTRE** shall promptly notify Lender of such use, lien, security interest, claim, right or other encumbrance. Lender may, but is not obligated to, bring, at **KEMISTRE**'s expense, such action as Lender, in its reasonable discretion, may deem advisable for the protection of Lender's interest in and to the Trademarks.

4. **Lender's Appointment as Attorney-in-Fact.**

4.1 **KEMISTRE** hereby irrevocably constitutes and appoints Lender, and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with irrevocable power and authority in the place and stead of **KEMISTRE** and in the name of **KEMISTRE** or its own name, from time to time in Lender's discretion, for the purposes of carrying out the terms of this Agreement, to take any and all appropriate action and to execute any and all documents and instruments which may be necessary or desirable to accomplish the purposes of this Agreement and, without limiting the generality of the foregoing, hereby gives Lender the power and right, on behalf of **KEMISTRE**, to do the following:

- (a) to pay or discharge taxes, liens, security interests or other encumbrances levied or placed on or threatened against the Collateral, to effect any repairs or any insurance called for by the terms of this Agreement or the **KEMISTRE Loan Agreement** or the **5 STAR Loan Agreement** and to pay all or any part of the premiums therefor and the costs thereof, provided, however, until the occurrence of an Event of Default, Lender shall do the foregoing only if **KEMISTRE** fails to do so within 10 days after being requested to do so by Lender;
- (b) upon the occurrence of an Event of Default:
 - (1) to ask, demand, collect, receive and give acquittances and receipts for any and all moneys due and to become due under any Licenses and, in the name of **KEMISTRE** or in its own name or otherwise, to take possession of and endorse and collect any checks, drafts, notes, acceptances or other instruments for the payment of moneys due under any License and to file any claim or to take any other action or proceeding in any court of law or equity or otherwise deemed appropriate by Lender for the purpose of collecting any and all such moneys due under any License whatsoever;
 - (2) to direct any party liable for any payment under any of the Licenses to make payment of any and all moneys due and to become due thereunder directly to Lender or as Lender shall direct;
 - (3) to receive payment of and receipt for any and all moneys, claims and other amounts due and to become due at any time in respect of or arising out of any Collateral;
 - (4) to commence and prosecute any suits, actions or proceedings at law or in equity in any court of competent jurisdiction, to collect the Collateral or any part thereof and to enforce any other right in respect of any Collateral;

- (5) to defend any suit, action or proceeding brought against **KEMISTRE** with respect to any Collateral;
- (6) to settle, compromise, or adjust any suit, action or proceeding described above and, in connection therewith, to give such discharges or releases as Lender may deem appropriate;
- (7) generally, to sell, transfer, pledge, make any agreement with respect to or otherwise deal with any of the Collateral as fully and completely as though Lender were the absolute owner thereof for all purposes, and to do, at Lender's option, all acts and things which Lender deems necessary to protect, preserve or realize upon the Collateral and Lender's security interest therein, in order to effect the intent of this Agreement, all as fully and effectively as **KEMISTRE** might do.

4.2 This power of attorney is a power coupled with an interest and shall be irrevocable until such time that all Obligations are indefeasibly paid in full. Notwithstanding the foregoing, **KEMISTRE** further agrees to execute any additional documents which Lender may require in order to confirm this power of attorney, or which Lender may deem necessary to enforce any of its rights contained in this Agreement.

4.3 The powers conferred on Lender hereunder are solely to protect Lender's interests in the Collateral and shall not impose any duty upon Lender to exercise any such powers. Lender shall be accountable only for amounts that it actually receives as a result of the exercise of such powers and neither Lender nor any of its officers, directors, employees or agents shall be responsible to **KEMISTRE** for any act or failure to act, except for Lender's own gross negligence or willful misconduct.

4.4 **KEMISTRE** also authorizes Lender to execute, in connection with any sale provided for in this Agreement, any endorsements, assignments or other instruments of conveyance or transfer with respect to the Collateral.

5. **Events of Default.** The occurrence of any one or more of the following shall constitute an Event of Default under this Agreement:

5.1 the occurrence of any Default or Event of Default under the **KEMISTRE Loan Agreement** or any of the Loan Documents relating thereto;

5.2 the occurrence of any Default or Event of Default under the **5 STAR Loan Agreement** or any of the Loan Documents relating thereto;

5.3 a breach by **KEMISTRE** of any covenant contained in this Agreement;

5.4 if any warranty or representation contained in this Agreement, including, without limitation, the warranties and representations contained in Section 3 of this Agreement, shall be incorrect in any material respect, or if of a continuing nature, becomes materially false.

6. **Remedies.** Upon the occurrence of an Event of Default, in addition to all other rights and remedies of Lender, whether under law, in equity or otherwise (all such rights and remedies being cumulative, not exclusive and enforceable alternatively, successively or concurrently):

6.1 Lender shall have all of the rights and remedies set forth in the **KEMISTRE Loan Agreement** and each of the Loan Documents relating thereto.

6.2 Lender shall have all of the rights and remedies set forth in the **KEMISTRE Guaranty**.

6.3 Lender shall have all of the rights and remedies set forth in the **5 STAR Loan Agreement** and each of the Loan Documents relating thereto.

6.4 Immediately upon Lender's written request, **KEMISTRE** shall not make any further use of the Trademarks or any mark similar thereto for any purposes.

6.5 Lender may, at any time and from time to time, license, whether general, special or otherwise, and whether on an exclusive or nonexclusive basis, any of the Trademarks, throughout the world for such term or terms, on such conditions, and in such manner, as Lender shall in its sole discretion determine.

6.6 Lender may (without assuming any obligations or liability thereunder), at any time, enforce (and shall have the exclusive right to enforce) against any licensee or sublicensee all rights and remedies of **KEMISTRE** in, to and under any one or more license agreements with respect to the Collateral, including, without limitation the Licenses, and take or refrain from taking any action under any license or sublicensee thereof, and **KEMISTRE** hereby releases Lender from, and agrees to hold Lender free and harmless from and against, any claims arising out of any action taken or omitted to be taken with respect to any such license agreements except claims arising out of Lender's willful misconduct.

6.7 Lender may foreclose upon the Collateral for the purpose of using, assigning, selling or otherwise disposing of the Collateral or any of it, either with or without special or other conditions or stipulations, and record any documents with the United States Patent and Trademark Office necessary to evidence Lender's ownership in the Collateral.

6.8 Lender may appear before the United States Patent and Trademark Office as owner, or as the representative of the owner, of the Collateral, without recording or filing any documents to evidence Lender's ownership in the Collateral.

6.9 Whether or not Lender forecloses upon the Collateral in accordance with this Agreement, Lender may, at any time and from time to time, assign, sell, or otherwise dispose of, the Collateral or any of it either with or without special or other conditions or stipulations, with power to buy the Collateral or any part of it, and with power also to execute assurances, and do all other acts and things for completing the assignment, sale or disposition which Lender shall, in its sole discretion, deems appropriate or proper.

6.10 In addition to the foregoing, in order to implement the assignment, sale or other disposal of any of the Collateral, Lender may, at any time, pursuant to the authority granted in the Power of Attorney in the form of **Schedule C** annexed hereto and made a part hereof (such authority being effective on the occurrence of an Event of Default), execute and deliver on behalf of **KEMISTRE**, one or more instruments of assignment of the Trademarks (or any application or registration thereof), in form suitable for filing, recording or registration in any country. **KEMISTRE** agrees to pay when due all reasonable costs and expenses incurred in any such transfer of the Trademarks, including any taxes, fees and reasonable attorneys' fees, and all such costs shall be added to the Obligations of **KEMISTRE** to Lender. Lender may apply the proceeds actually received from any such license, assignment, sale or other disposition to the payment of the Obligations of **KEMISTRE** to Lender as provided for in the **KEMISTRE Loan Agreement** and/or the **5 STAR Loan Agreement**. **KEMISTRE** shall remain liable for any deficiency with respect to the Obligations of **KEMISTRE** to Lender, which shall bear interest and be payable at the Default Rate under the **KEMISTRE Loan Agreement**. The rights of **KEMISTRE** to receive any surplus shall be subject to any duty of Lender imposed by law to the holder of any subordinate security interest in the Collateral known to Lender. Nothing contained herein shall be construed as requiring Lender to take any such action at any time.

7. **Execution of Special Power of Attorney.** Concurrently with the execution and delivery of this Agreement, **KEMISTRE** is executing and delivering to Lender a certain Power of Attorney, in the form of **Schedule C** annexed hereto and made a part hereof, for the implementation of the sale, assignment, licensing or other disposition of the Collateral pursuant to this Agreement.

8. **Amendments and Modification.** No provision hereof shall be modified, altered, waived or limited except by a written instrument expressly referring to this Agreement and executed by the party to be charged.

9. **Binding Nature.** This Agreement shall be binding upon and inure to the benefit of the successors, assigns or other legal representatives of **KEMISTRE**, and shall, together with the rights and remedies of Lender hereunder, be binding upon and inure to the benefit of Lender, successors, assigns or other legal representatives.

10. **GOVERNING LAW.** THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO THE CONFLICT OF LAW PRINCIPLES THEREOF.

11. **Notices.** All notices, requests, demands and other communications provide for hereunder shall be in writing (unless otherwise expressly provided herein) and shall be sent and deemed to have been received as set forth in the **KEMISTRE Loan Agreement**.

12. **Counterparts.** This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or in PDF shall be as effective as delivery of a manually executed counterpart of this Agreement.

13. **Headings.** Section headings herein are included for convenience of reference only and shall not constitute a part of this Agreement for any other purpose.

14. **Acknowledgment of Receipt.** **KEMISTRE** acknowledges receipt of a copy of this Agreement.

15. **No Waiver.** No course of dealing between **KEMISTRE** and Lender, and no delay or omission of Lender in exercising or enforcing any of Lender's rights and remedies hereunder shall constitute a waiver thereof; and no waiver by Lender of any Event of Default shall operate as a waiver of any other Event of Default.

16. **Severability.** The provisions of this Agreement are severable, and if any clause or provision hereof shall be held invalid or unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision in this Agreement in any jurisdiction. Each of the covenants, agreements and conditions contained in this Agreement is independent and compliance by **KEMISTRE** with any of them shall not excuse non-compliance by **KEMISTRE** with any other. All covenants hereunder shall be given independent effect so that if a particular action or condition is not permitted by any of such covenants, the fact that it would be permitted by an exception to, or be otherwise within the limitations of, another covenant shall not avoid the occurrence of an Event of Default if such action is taken or condition exists.

17. **Interest Granted to Lender.** Notwithstanding any provision of this Agreement to the contrary, the interest granted to Lender under this Agreement is intended to be a pledge and a security interest only, and the execution of this Agreement is not intended to create an assignment or a transfer of title or any other property rights to the Trademarks.

18. **WAIVER OF JURY TRIAL. KEMISTRE AGREES (AND BY ITS ACCEPTANCE OF THIS AGREEMENT, LENDER ALSO AGREES) THAT ANY SUIT, ACTION OR PROCEEDING, WHETHER CLAIM OR COUNTERCLAIM, BROUGHT BY LENDER OR KEMISTRE ON OR WITH RESPECT TO THIS AGREEMENT OR ANY OTHER LOAN**

DOCUMENT OR THE DEALINGS OF THE PARTIES WITH RESPECT HERETO OR THERETO, SHALL BE TRIED ONLY BY A COURT AND NOT BY A JURY. KEMISTRE HEREBY KNOWINGLY, VOLUNTARILY, INTENTIONALLY AND INTELLIGENTLY, AND WITH THE ADVICE OF KEMISTRE'S COUNSEL, WAIVES (AND BY ITS ACCEPTANCE OF THIS AGREEMENT, LENDER ALSO WAIVES), TO THE EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT TO A TRIAL BY JURY IN ANY SUCH SUIT, ACTION OR PROCEEDING. FURTHER, KEMISTRE WAIVES ANY RIGHT KEMISTRE MAY HAVE TO CLAIM OR RECOVER, IN ANY SUCH SUIT, ACTION OR PROCEEDING, ANY SPECIAL, EXEMPLARY, PUNITIVE, CONSEQUENTIAL OR OTHER DAMAGES OTHER THAN, OR IN ADDITION TO, ACTUAL DAMAGES. KEMISTRE ACKNOWLEDGES AND AGREES THAT THIS SECTION IS A SPECIFIC AND MATERIAL ASPECT OF THIS AGREEMENT AND THAT LENDER WOULD NOT EXTEND CREDIT TO KEMISTRE IF THE WAIVERS SET FORTH IN THIS SECTION WERE NOT A PART OF THIS AGREEMENT.

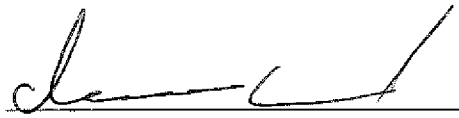
**THIS IS THE LAST PAGE OF THIS DOCUMENT.
THE NEXT PAGE IS THE SIGNATURE PAGE.**

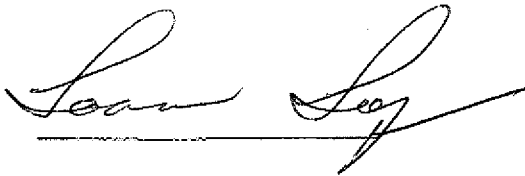
IN WITNESS WHEREOF, KEMISTRE has caused this Agreement to be duly executed as of the day and year first above written.

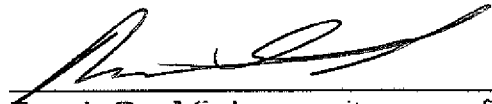
WITNESS:

KEMISTRE 8, LLC

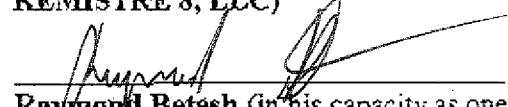


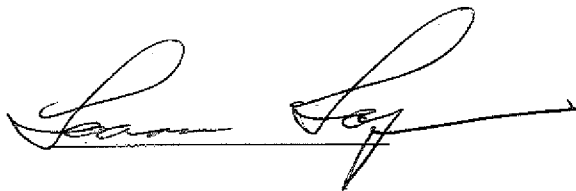
By: 
Isaac Oved (in his capacity as one of only six members of KEMISTRE 8, LLC, and together with **Ronnie Oved, Raymond Betesh** and **Elliott Betesh**, the controlling members of KEMISTRE 8, LLC)




By: 
Ronnie Oved (in her capacity as one of only six members of KEMISTRE 8, LLC, and together with **Isaac Oved, Raymond Betesh** and **Elliott Betesh**, the controlling members of KEMISTRE 8, LLC)



By: 
Raymond Betesh (in his capacity as one of only six members of KEMISTRE 8, LLC, and together with **Isaac Oved, Ronnie Oved** and **Elliott Betesh**, the controlling members of KEMISTRE 8, LLC)



By: 
Elliott Betesh (in his capacity as one of only six members of KEMISTRE 8, LLC, and together with **Isaac Oved, Ronnie Oved** and **Raymond Betesh**, the controlling members of KEMISTRE 8, LLC)

SCHEDULE A, Part I: Summary List of Trademarks

More detailed list is set forth on SCHEDULE A, Part II, next following

Mark	Type	Serial No.	Filing Date	Registration No.	Registration Date	Country
PRPS	Trademark-typed drawing	78159389	August 29, 2002	2849405	June 1, 2004	USA
AKADEMIKS STADIUM	Trademark-typed drawing	78137508	June 21, 2002	2978238	July 26, 2005	USA
AKADEMIK JEANIUS	Trademark-typed drawing	78137507	June 21, 2002	2695968	March 11, 2003	USA
AKADEMIKS	Trademark-Words/letters (in stylized form)	78137231	June 19, 2002	2695966	March 11, 2003	USA
Little "A" Logo	Trademark-Design plus Words/letters	78137202	June 19, 2002	2781869	November 11, 2003	USA
AKADEMIKS	Trademark-typed drawing	78137078	June 19, 2002	2802261	January 6, 2004	USA
AKDMKS	Trademark-typed drawing	78137052	June 19, 2002	2791122	December 9, 2003	USA
A	Trademark-Design plus Words/letters	76668260	October 30, 2006	3278407	August 14, 2007	USA
AKDMKS	Trademark-Standard character mark	76668259	October 30, 2006	3278406	August 14, 2007	USA
A Akademiks	Trademark-Design plus Words/letters	75722364	June 4, 1999	2564126	April 23, 2002	USA



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Typed Drawing

Word Mark PRPS

Goods and Services IC 025. US 022 039. G & S: Clothing and apparel for men, women, young adults, children and infants, namely shirts, embroidered shirts, tee shirts, shorts, sport shirts, sweatshirts, sweatpants, socks, vests, belts, loungewear, sleepwear, undergarments, underpants, undershirts, bathrobes, footwear, underwear, swimsuits, beach cover-ups, warm-up suits, jackets, jerseys, tank tops, sweaters, pants, jeans, vests, suits, sport coats, coats, head bands, overcoats, rain coats, top coats, jackets, parkas, ties, bow ties, neckwear, vests, scarves, bandannas, pajamas, night shirts, suspenders, gloves, headwear, hats, baseball caps, embroidered caps, knitted hats, footwear, shoes, slippers, boots, sandals, sneakers, body suits, jumpsuits; Clothing for women and young adults, namely, brassieres, bustiers, camisoles, chemises, corselettes, corsets, foundation garments, dressing gowns, dusters, garter belts, girdles, housecoats, lingerie, negligees, night gowns, night shirts, pajamas, peignoirs, robes, teddies, panties, blouses, dresses, skirts, tops, scarves, sarongs, halter tops, hosiery, jumpers, shawls, stoles, scarves, shrugs, boleros, and wraps; Infantwear. FIRST USE: 20020701. FIRST USE IN COMMERCE: 20020701

Mark Drawing Code (1) TYPED DRAWING
 Serial Number 78159389
 Filing Date August 29, 2002
 Current Filing Basis 1A;1B
 Original Filing Basis 1B
 Published for Opposition November 25, 2003
 Description

Registration Number 2849405

Registration Date June 1, 2004

Owner (REGISTRANT) Kemistre 8 LLC LTD LIAB CO NEW YORK 31 West 34th Street New York NEW YORK 10001

Attorney of Record Joseph Sutton, Esq.

Type of Mark TRADEMARK

Register PRINCIPAL

Live/Dead Indicator LIVE

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Typed Drawing

Word Mark AKADEMIKS STADIUM

Goods and Services IC 018. US 001 002 003 022 041. G & S: all purpose sport bags; all-purpose athletic bags; tote bags, shoulder bags, travel accessory bags, credit card holders, credit card cases, handbags, beach bags, brief bags, cosmetic bags sold empty, rucksacks, traveling bags, suitcases, wallets, purses, zipped wallets, billfold wallets, book bags, backpacks, duffel bags, key cases, umbrellas, backpacks, billfolds, briefcases, brief-type portfolios, attaches, business card cases, change purses, fanny packs, gym bags, key cases, knapsacks, luggage, pocketbooks, school bags, straps for handbags and luggage and accessories used therewith, namely, shoulder strap pads, holders, and pouches; goods made of leather and imitations of leather, namely, key chains, handbags, wallets, cases, billfolds, briefcases, brief-type portfolios, attaches, totes, trunks and traveling bags; garment bags for travel; shoe bags for travel. FIRST USE: 20010201. FIRST USE IN COMMERCE: 20010201

IC 025. US 022 039. G & S: clothing and apparel for men, women, young adults, children and infants, namely shirts, embroidered shirts, tee shirts, shorts, sport shirts, sweatshirts, sweatpants, socks, vests, belts, loungewear, sleepwear, undergarments, underpants, undershirts, bathrobes, footwear, underwear, swimsuits, beach cover-ups, warm-up suits, jackets, jerseys, tank tops, sweaters, pants, jeans, vests, suits, sport coats, coats, head bands, overcoats, rain coats, top coats, jackets, parkas, ties, bow ties, neckwear, vests, scarves, bandannas, pajamas, night shirts, suspenders, gloves, headwear, hats, baseball caps, embroidered caps, knitted hats, footwear, shoes, slippers, boots, sandals, sneakers, body suits, jumpsuits; Clothing for women and young adults, namely, brassieres, bustiers, camisoles, chemises, corselettes, corsets, foundation garments, dressing gowns, dusters, garter belts, girdles, housecoats, lingerie, negligees, night gowns, night shirts, pajamas, peignoirs, robes, teddies, panties, blouses, dresses, skirts, tops, scarves, sarongs, halter tops, hosiery, jumpers, shawls, stoles, scarves, shrugs, boleros, and wraps; infantwear. FIRST USE: 20010201. FIRST USE IN COMMERCE: 20010201

Mark Drawing Code (1) TYPED DRAWING

Serial 78137508 **78137508**

Number 10107000
Filing Date June 21, 2002
Current Filing Basis 1A
Original Filing Basis 1B
Published for Opposition January 20, 2004
Registration Number 2978238
Registration Date July 26, 2005
Owner (REGISTRANT) **Kemistre 8 LLC LTD LIAB CO NEW YORK** 31 West 34th Street New York NEW YORK 10001
Attorney of Record Joseph Sutton, Esq.
Prior Registrations 2564126
Type of Mark TRADEMARK
Register PRINCIPAL
Live/Dead Indicator LIVE

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Typed Drawing

Word Mark AKADEMIK JEANIUS

Goods and Services IC 025. US 022 039. G & S: clothing and apparel for men, women, young adults, children and infants, namely shirts, embroidered shirts, tee shirts, shorts, sport shirts, sweatshirts, sweatpants, socks, vests, belts, loungewear, sleepwear, undergarments, underpants, undershirts, bathrobes, footwear, underwear, swimsuits, beach cover-ups, warm-up suits, jackets, jerseys, tank tops, sweaters, pants, jeans, vests, suits, sport coats, coats, head bands, overcoats, rain coats, top coats, jackets, parkas, ties, bow ties, neckwear, vests, scarves, bandannas, pajamas, night shirts, suspenders, gloves, headwear, hats, baseball caps, embroidered caps, knitted hats, footwear, shoes, slippers, boots, sandals, sneakers, body suits, jump suits; Clothing for women and young adults, namely, brassieres, bustiers, camisoles, chemises, corselettes, corsets, foundation garments, dressing gowns, dusters, garter belts, girdles, housecoats, lingerie, negligees, night gowns, night shirts, pajamas, peignoirs, robes, teddies, panties, blouses, dresses, skirts, tops, scarves, sarongs, halter tops, hosiery, jumpers, shawls, stoles, scarves, shrugs, boleros, and wraps; Infantwear. FIRST USE: 19990801. FIRST USE IN COMMERCE: 20000101

Mark Drawing Code (1) TYPED DRAWING

Serial Number 78137507

Filing Date June 21, 2002

Current Filing Basis 1A

Original Filing Basis 1A

Published for Opposition December 17, 2002

Registration Number 2695968

Registration Date March 11, 2003

Owner (REGISTRANT) Kemistre 8 LLC LTD LIAB CO NEW YORK 31 West 34th Street New York NEW YORK 10001

Attorney of Record Joseph Sutton, Esq.

Prior Registrations 2564126

Type of Mark TRADEMARK

Register PRINCIPAL

Live/Dead Indicator LIVE

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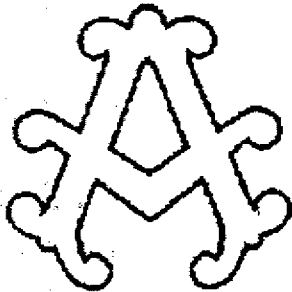
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Akademiks

Word Mark A AKADEMIKS

Goods and Services IC 025. US 022 039. G & S: clothing and apparel for men, women, young adults, children and infants, namely shirts, embroidered shirts, tee shirts, shorts, sport shirts, sweatshirts, sweatpants, socks, vests, belts, loungewear, sleepwear, undergarments, underpants, undershirts, bathrobes, footwear, underwear, swimsuits, beach cover-ups, warm-up suits, jackets, jerseys, tank tops, sweaters, pants, jeans, vests, suits, sport coats, coats, head bands, overcoats, rain coats, top coats, jackets, parkas, ties, bow ties, neckwear, vests, scarves, bandannas, pajamas, night shirts, suspenders, gloves, headwear, hats, baseball caps, embroidered caps, knitted hats, footwear, shoes, slippers, boots, sandals, sneakers, body suits, jumpsuits; Clothing for women and young adults, namely, brassieres, bustiers, camisoles, chemises, corselettes, corsets, foundation garments, dressing gowns, dusters, garter belts, girdles, housecoats, lingerie, negligees, night gowns, night shirts, pajamas, peignoirs, robes, teddies, panties, blouses, dresses, skirts, tops, scarves, sarongs, halter tops, hosiery, jumpers, shawls, stoles, scarves, shrugs, boleros, and wraps; Infantwear. FIRST USE: 20010101. FIRST USE IN COMMERCE: 20010601

Mark Drawing Code (5) WORDS, LETTERS, AND/OR NUMBERS IN STYLIZED FORM

Serial Number 78137231

Filing Date June 19, 2002

Current Filing Basis 1A

Original

Original Filing Basis 1A
Published for Opposition December 17, 2002
Registration Number 2695966
Registration Date March 11, 2003
Owner (REGISTRANT) **Kemistre 8 LLC LTD LIAB CO** NEW YORK 31 West 34th Street New York NEW YORK 10001
Attorney of Record Joseph Sutton, Esq.
Prior Registrations 2564126
Type of Mark TRADEMARK
Register PRINCIPAL
Live/Dead Indicator LIVE

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Word Mark LITTLE "A" LOGO

Goods and Services IC 025, US 022 039. G & S: Clothing and apparel for men, women, young adults, children and infants, namely shirts, embroidered shirts, tee shirts, shorts, sport shirts, sweatshirts, sweatpants, socks, vests, belts, loungewear, sleepwear, undergarments, underpants, undershirts, bathrobes, footwear, underwear, swimsuits, beach cover-ups, warm-up suits, jackets, jerseys, tank tops, sweaters, pants, jeans, vests, suits, sport coats, coats, head bands, overcoats, rain coats, top coats, jackets, parkas, ties, bow ties, neckwear, vests, scarves, bandannas, pajamas, night shirts, suspenders, gloves, headwear, hats, baseball caps, embroidered caps, knitted hats, footwear, shoes, slippers, boots, sandals, sneakers, body suits, jumpsuits; Clothing for women and young adults, namely, brassieres, bustiers, camisoles, chemises, corselets, corsets, foundation garments, dressing gowns, dusters, garter belts, girdles, housecoats, lingerie, negligees, night gowns, night shirts, pajamas, peignoirs, robes, teddies, panties, blouses, dresses, skirts, tops, scarves, sarongs, halter tops, hosiery, jumpers, shawls, stoles, scarves, shrugs, boleros, and wraps; infantwear. FIRST USE: 20010101. FIRST USE IN COMMERCE: 20010601

IC 018, US 001 002 003 022 041. G & S: All purpose sport bags; all-purpose athletic bags; tote bags, shoulder bags, travel accessory bags, credit card holders, credit card cases, handbags, beach bags, brief bags, cosmetic bags sold empty, rucksacks, traveling bags, suitcases, wallets, purses, zipped wallets, billfold wallets, book bags, backpacks, duffel bags, keycases, umbrellas, backpacks, billfolds, briefcases, briefcase type portfolios, attaches, business card cases, change purses, fanny packs, gym bags, key cases, knapsacks, luggage, pocketbooks, school bags, straps for handbags and luggage and accessories used therewith, namely, shoulder strap pads, holders, and pouches; goods made of leather and imitations of leather, namely, key chains, handbags, wallets, billfolds, cosmetic bags sold empty, briefcases, briefcase type portfolios, attaches, totes, trunks and traveling bags; garment bags for travel; shoe bags for travel.

FIRST USE: 20010101. FIRST USE IN COMMERCE: 20010601

Mark Drawing Code (3) DESIGN PLUS WORDS, LETTERS, AND/OR NUMBERS

Design Search Code 26.01.12 - Circles with bars, bands and lines

Serial Number 78137202

Filing Date June 19, 2002

Current Filing Basis 1A

Original Filing Basis 1A

Published for August 19, 2003

Opposition

Registration Number 2781869

Registration Date November 11, 2003

Owner (REGISTRANT) Kemistre 8 LLC LTD LIAB CO NEW YORK 31 West 34th Street New York NEW YORK 10001

Attorney of Record Joseph Sutton, Esq.

Type of Mark TRADEMARK

Register PRINCIPAL

Live/Dead Indicator LIVE

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Typed Drawing

Word Mark AKADEMIKS

Goods and Services IC 025. US 022 039. G & S: clothing and apparel for men, women, young adults, children and infants, namely shirts, embroidered shirts, tee shirts, shorts, sport shirts, sweatshirts, sweatpants, socks, vests, belts, loungewear, sleepwear, undergarments, underpants, undershirts, bathrobes, footwear, underwear, swimsuits, beach cover-ups, warm-up suits, jackets, jerseys, tank tops, sweaters, pants, jeans, vests, suits, sport coats, coats, head bands, bandannas, pajamas, night shirts, suspenders, gloves, headwear, hats, baseball neckwear, vests, scarves, bandannas, pajamas, night shirts, suspenders, gloves, headwear, hats, baseball caps, embroidered caps, knitted hats, footwear, shoes, slippers, boots, sandals, sneakers, body suits, jumpsuits; Clothing for women and young adults, namely, brassieres, bustiers, camisoles, chemises, corselettes, corsets, foundation garments, dressing gowns, dusters, garter belts, girdles, housecoats, lingerie, negligees, night gowns, night shirts, pajamas, peignoirs, robes, teddies, panties, blouses, dresses, skirts, tops, scarves, sarongs, halter tops, hosiery, jumpers, shawls, stoles, scarves, shrugs, boleros, and wraps; Infantwear. FIRST USE: 19991101. FIRST USE IN COMMERCE: 19991101

IC 018. US 001 002 003 022 041. G & S: All purpose sport bags; all-purpose athletic bags; tote bags, shoulder bags, travel accessory bags, credit card holders, credit card cases, handbags, beach bags, brief bags, cosmetic bags sold empty, rucksacks, traveling bags, suitcases, wallets, purses, zipped wallets, billfold wallets, book bags, backpacks, duffel bags, keycases, umbrellas, backpacks, billfolds, briefcases, brief case type portfolios, attaches, business card cases, change purses, fanny packs, gym bags, key cases, knapsacks, luggage, pocketbooks, school bags, straps for handbags and luggage and accessories used therewith, namely, shoulder strap pads, holders, and pouches; goods made of leather and imitations of leather, namely, key chains, handbags, wallets, cases, billfolds, cosmetic bags sold empty, briefcases, brief case type portfolios, attaches, totes, trunks and traveling bags; garment bags for travel; shoe bags for travel. FIRST USE: 19991101. FIRST USE IN COMMERCE: 19991101

Mark Drawing Code (1) TYPED DRAWING

Serial 78137078 **78137078**

Trademark Electronic Search System (TESS)

Number 70107070
Filing Date June 19, 2002
Current Filing Basis 1A
Original Filing Basis 1A
Published for Opposition October 14, 2003
Registration Number 2802261
International Registration Number 0826602
Registration Date January 6, 2004
Owner (REGISTRANT) Kemistre 8 LLC LTD LIAB CO NEW YORK 31 West 34th Street New York NEW YORK 10001
Attorney of Record Joseph Sutton, Esq.
Prior Registrations 2564126
Type of Mark TRADEMARK
Register PRINCIPAL
Live/Dead Indicator LIVE

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Typed Drawing

Word Mark AKDMKS

Goods and Services

IC 018. US 001 002 003 022 041. G & S: all purpose sport bags; all-purpose athletic bags; tote bags, shoulder bags, travel accessory bags, credit card holders, credit card cases, handbags, beach bags, brief bags, cosmetic bags sold empty, rucksacks, traveling bags, suitcases, wallets, purses, zipped wallets, billfold wallets, book bags, backpacks, duffel bags, keycases, umbrellas, backpacks, billfolds, cosmetic bags sold empty, briefcases, briefcase type portfolios, attaches, business card cases, change purses, fanny packs, gym bags, key cases, knapsacks, luggage, pocketbooks, school bags, straps for handbags and luggage and accessories used therewith, namely, shoulder strap pads, holders, and pouches; goods made of leather and imitations of leather, namely, key chains, handbags, wallets, cases, billfolds, cosmetic bags sold empty, briefcases, briefcase type portfolios, attaches, totes, trunks and traveling bags; garment bags for travel; shoe bags for travel. FIRST USE: 19990801. FIRST USE IN COMMERCE: 20000101

IC 025. US 022 039. G & S: clothing and apparel for men, women, young adults, children and infants, namely shirts, embroidered shirts, tee shirts, shorts, sport shirts, sweatshirts, sweatpants, socks, vests, belts, loungewear, sleepwear, undergarments, underpants, undershirts, bathrobes, underwear, swimsuits, beach cover-ups, warm-up suits, jackets, jerseys, tank tops, sweaters, pants, jeans, vests, suits, sport coats, coats, head bands, overcoats, rain coats, top coats, jackets, parkas, ties, bow ties, neckwear, vests, scarves, bandannas, pajamas, night shirts, suspenders, gloves, headwear, hats, baseball caps, embroidered caps, knitted hats, footwear, shoes, slippers, boots, sandals, sneakers, body suits, jumpsuits; Clothing for women and young adults, namely, brassieres, bustiers, camisoles, chemises, corselettes, corsets, foundation garments, dressing gowns, dusters, garter belts, girdles, housecoats, lingerie, negligees, night gowns, night shirts, pajamas, peignoirs, robes, teddies, panties, blouses, dresses, skirts, tops, scarves, sarongs, halter tops, hosiery, jumpers, shawls, stoles, scarves, shrugs, boleros, and wraps; Infantwear. FIRST USE: 19990801. FIRST USE IN COMMERCE: 20000101

Mark Drawing Code Serial

(1) TYPED DRAWING

78137052

78137052

Trademark Electronic Search System (TESS)

Number 10107002
Filing Date June 19, 2002
Current Filing Basis 1A
Original Filing Basis 1A
Published for Opposition September 16, 2003
Registration Number 2791122
International Registration Number 0826601
Registration Date December 9, 2003
Owner (REGISTRANT) **Kemistre 8 LLC LTD LIAB CO** NEW YORK 31 West 34th Street New York NEW YORK 10001
Attorney of Record Joseph Sutton, Esq.
Prior Registrations 2564126
Type of Mark TRADEMARK
Register PRINCIPAL
Live/Dead Indicator LIVE

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Owner (REGISTRANT) **Kemistre 8, LLC**. LTD LIAB CO NEW YORK 31 West 34th Street, Suite 401 New York
 NEW YORK 10001

Attorney of Record Joseph Sutton

Prior Registrations 2781869

Type of Mark TRADEMARK

Register PRINCIPAL

Live/Dead Indicator LIVE

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TTAB Status

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AKDMKS

Word Mark AKDMKS

Goods and Services IC 014. US 002 027 028 050. G & S: Jewelry, namely, earrings, necklaces, bracelets and precious metal key rings. FIRST USE: 20060630. FIRST USE IN COMMERCE: 20060630

Standard Characters Claimed

Mark Drawing Code (4) STANDARD CHARACTER MARK

Serial Number 76668259

Filing Date October 30, 2006

Current Filing Basis 1A

Original Filing Basis 1A

Published for Opposition May 29, 2007

Registration Number 3278406

Registration Date August 14, 2007

Owner (REGISTRANT) KEMISTRE 8, LLC. LTD LIAB CO NEW YORK 31 West 34th Street, Suite 401 New York NEW YORK 10001

Attorney of Joseph Sutton

Trademark Electronic Search System (TESS)

Record Joseph Cotton
 Prior Registrations 2791122
 Type of Mark TRADEMARK
 Register PRINCIPAL
 Live/Dead Indicator LIVE

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Word Mark A AKADEMIKS
Goods and Services IC 025. US 022 039. G & S: Shirts, shorts, sweatshirts, sweatpants, tee shirts, socks, vests, belts, hats. FIRST USE: 19991101. FIRST USE IN COMMERCE: 19991101
Mark Drawing Code (3) DESIGN PLUS WORDS, LETTERS, AND/OR NUMBERS
Design Search Code 01.01.03 - Star - a single star with five points
 01.01.09 - Stars, two; Two stars
 26.11.27 - Oblongs not used as carriers for words, letters or designs
 27.03.05 - Objects forming letters or numerals
Serial Number 75722364
Filing Date June 4, 1999
Current Filing Basis 1A
Original Filing Basis 1B
Published for Opposition July 4, 2000
Registration Number 2564126
Registration Date April 23, 2002

Owner (REGISTRANT) **KEMISTRE 8 LLC LTD LIAB CO** NEW YORK 31 West 34th Street New York NEW YORK 10001

Attorney of Record Joseph Sutton, Esq.

Description of Mark The mark consists of a stylized letter "A" with a star at the top right, underlined and on top of the word "Akademiks", with a star used to dot the "i".

Type of Mark TRADEMARK

Register PRINCIPAL

Live/Dead Indicator LIVE

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Term	02/15/06-12/31/08	3/1/04-5/31/07 EXPIRED	12/22/05-6/30/09	11/15/06-6/30/10 No Signed Contract Not a license	Ends Summer 2007 (Mutual Consent)	1/3/04-5/31/07 EXPIRED	7/1/08 - 6/30/11
Optional Term	1/1/09-12/31/09	Will Not Renew	6/30/12 Must meet \$2,000,000 WHSL	07/01/10-6/30/12	Re-Negotiating	7/1/07-6/31/11 upon written request, 6 months prior to	7/1/11 - 6/30/14 (12 month written notice requirement)
Renewal 1	1/1/10-12/31/11			To Be Negotiated			
Renewal 2	1/1/12-12/31/13			To Be Negotiated			
Renewal 3							
Territory	USA	USA	USA & CANADA	USA & CANADA	USA & CANADA	USA and Authorized Int'l	United States, its territories, Canada, Western Europe and Japan
Min Net Sales	12/31/07: \$1,500,000	5/31/05:\$2,700,000	12/22/05-6/30/07:\$650,000	11/15/06 - 06/30/08: \$2,300,000		2/1/04-6/31/05: \$1,500,000	7/1/08-6/30/09 \$6,500,000
	12/31/08: \$3,000,000	5/31/06:\$5,400,000	7/1/07-6/30/08: \$1,100,000	07/01/08 - 06/30/09: \$2,700,000		7/1/05-6/31/06: \$2,500,000	7/1/09-6/30/10 \$8,500,000
	12/31/09: \$4,000,000	5/31/07:\$8,100,000	7/1/08-6/30/09: \$1,400,000	07/01/09 - 06/30/10: \$3,000,000		7/1/06-6/31/07: \$4,500,000	7/1/10-6/30/11 \$11,000,000
	12/31/10: \$5,000,000			07/01/10 - 06/30/11: \$3,400,000			
	12/31/11: \$6,000,000			07/01/11 - 06/30/12: \$3,800,000			
	12/31/12: \$7,000,000						
	12/31/13: \$8,000,000						
Royalty Rate	8%	05.6%; 06-07:8%;	10%	12%	15%	8%	8%
Min Guarantee	12/31/07: \$120,000	5/31/05:\$162,000	12/22/05-6/30/07: \$65,000	11/15/06 - 06/30/08: \$276,000		2/1/04-6/31/05: \$120,000	7/1/08-6/30/09 \$520,000
	12/31/08: \$240,000	5/31/06:\$432,000	7/1/07-6/30/08: \$110,000	07/01/08 - 06/30/09: \$324,000		7/1/05-6/31/06: \$200,000	7/1/09-6/30/10 \$680,000
	12/31/09: \$320,000	5/31/07:\$648,000	7/1/08-6/30/09: \$140,000	07/01/09 - 06/30/10: \$360,000		7/1/06-6/31/07: \$360,000	7/1/10-6/30/11 \$880,000
	12/31/10: \$400,000			07/01/10 - 06/30/11: \$408,000			
	12/31/11: \$480,000			07/01/11 - 06/30/12: \$455,000			
	12/31/12: \$560,000						
	12/31/13: \$640,000						
Marketing Fee	4% of Net Sales	0.5: 2% of Net Sales	3% of Net Sales	3% of Net Sales		0.5: 2%	
Net Sales		06-07: 3%				06-07: 3%	4% of Net Sales
Net Sales	30% Above FOB			25% Above FOB			Case by Case Basis
Product Category	Bags, Backpacks, Small Leather Goods, Messenger Bags, Cosmetic Bags, Handbags, Belt Packs, Mini Back Packs: Women Juniors	Outerwear: Mens, Womens (excluding Boys and Girls)	Belts and Small Leather Goods: Men, Boys	Headwear: Men, Women, Boys, Girls	Headwear and Cold Weather Accessories (hats, caps, visors, scarves, gloves): Men, Women, Boys	Outerwear: Men, Women, Girls	Outerwear for men and women

TRADEMARK

	Gina	House of Brands	K&M Associates	Koon Enterprises	Parigi	Weeplay
Term	3/1/05-12/31/08	11/15/04-12/31/08	8/1/06-12/31/09 (Holiday '09 the last collection)	5/7/07 - 12/31/10	5/1/03 - 12/31/06	9/1/05-3/31/09
Optional Term						
Renewal 1	1/1/09-12/31/10 (upon 9 month written request)	1/1/09-12/31/11 (9 month written notice requirement)	1/1/10-12/31/11	1/01/11 - 12/31/13 (12 month written notice requirement)	1/1/07 - 12/31/08	4/1/09-3/31/11
Renewal 2			01/01/12-12/31/13	1/01/13 - 12/31/16	1/1/09 - 12/31/10 (9 month written requirement)	4/1/11-3/31/13
Renewal 3			1/1/14-12/31/15	1/01/17 - 12/31/19	1/1/11 - 12/31/12	
0	USA & CANADA	USA	USA & CANADA	USA, US territories and Authorized Foreign Distributors	USA & Canada	USA & Canada
Min Net Sales	3/1/05-12/31/06: \$750,000 1/1/07-12/31/07: \$1,000,000 1/1/08-12/31/08: \$1,400,000	11/15/04-12/31/05: \$1,500,000 1/1/06-12/31/06: \$6,000,000 1/1/07-12/31/07: \$14,000,000 1/1/08-12/31/08: \$25,000,000 1/1/09-12/31/09: \$28,750,000 1/1/10-12/31/10: \$31,625,000 1/1/11-12/31/11: \$34,787,500	08/01/06-12/31/07: \$360,000 1/1/08-12/31/08: \$720,000 1/1/09-12/31/09: \$1,440,000 1/1/10-12/31/10: \$2,000,000 1/1/11-12/31/11: \$2,500,000 1/1/12-12/31/12: \$3,000,000 1/1/13-12/31/13: \$3,500,000 1/1/14-12/31/14: \$4,000,000 1/1/15-12/31/15: \$4,500,000	5/7/07-12/31/08 \$1,100,000 1/1/09-12/31/09 \$1,600,000 1/1/10-12/31/10 \$2,100,000	1/1/07 - 12/31/07 \$13,750,000 1/1/08 - 12/31/08 \$15,125,000	9/1/05-3/31/07: \$4,000,000 4/1/07-3/31/08: \$6,000,000 4/1/08-3/31/09: \$8,000,000 4/1/09-3/31/10: \$9,600,000 4/1/10-3/31/11: \$11,500,000 4/1/11-3/31/12: \$13,500,000 4/1/12-3/31/13: \$16,000,000
Royalty Rate	8%	8%	07: 7%; thereafter 8%	10%	8%; 6% for Close-out sales	8% of Net Sales
Min Guarantee	3/1/05-12/31/06: \$60,000 1/1/07-12/31/07: \$80,000 1/1/08-12/31/08: \$112,000 Renewal Terms: will have to be amended	11/15/04-12/31/05: \$120,000 1/1/06-12/31/06: \$480,000 1/1/07-12/31/07: \$1,120,000 1/1/08-12/31/08: \$2,090,000 1/1/09-12/31/09: \$2,300,000 1/1/10-12/31/10: \$2,530,000 1/1/11-12/31/11: \$2,783,000	08/01/06-12/31/07: \$25,000 1/1/08-12/31/08: \$25,000 1/1/09-12/31/09: \$25,000 1/1/10-12/31/10: \$160,000 1/1/11-12/31/11: \$200,000 1/1/12-12/31/12: \$240,000 1/1/13-12/31/13: \$280,000	5/7/07-12/31/08 \$110,000 1/1/09-12/31/09 \$160,000 1/1/10-12/31/10 \$210,000	1/1/07 - 12/31/07 \$1,045,000 1/1/08 - 12/31/08 \$1,149,500	9/1/05-3/31/07: \$320,000 4/1/07-3/31/08: \$480,000 4/1/08-3/31/09: \$640,000 4/1/09-3/31/10: \$788,000 4/1/10-3/31/11: \$920,000 4/1/11-3/31/12: \$1,080,000 4/1/12-3/31/13: \$1,280,000
Marketing Fee	3% of Net Sales	2% of Net Sales	3% of Net Sales	2% of Net Sales	3% of Net Sales	3% of Net Sales
Int'l FOB Rate			20% Above FOB	25% Above FOB		
Product Category	Hosiery: Men, Women, Boys, Girls Flip Flops: Men's Women's, Boys' Girls'	Footwear: Men, Women, Girls, Boys	Jewelry, Hair Accessories, Shoe Charms and Key Chains/Rings: Women, Men	Men's and Boy's Bags including Backpacks, Messenger Bags, Belt Packs, Hip Bags, Hip Pouches, Cell Phone Holders, PDA Holders, iPod	Active Wear, Sportswear, Outerwear; Swimwear, Coordinated Accessories: Boys	Casual Sportswear, excluding all outerwear: Girls

SCHEDULE C

Special Power of Attorney

SPECIAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that **KEMISTRE 8, LLC**, a limited liability company organized and existing under the laws of the State of New York with its principal place of business at 31 West 34th Street, New York, New York 10001 (the "**KEMISTRE**"), pursuant to a certain Trademark and Tradename Security Agreement of even date herewith (certain Trademark and Tradename Security Agreement and any and all schedules and exhibits annexed thereto, together with all extensions, modifications (**INCLUDING INCREASES AND DECREASES IN THE AMOUNT OF ANY FINANCIAL ACCOMMODATION SECURED HEREBY**), refinancings, renewals, restatements/amendments, substitutions, replacements and/or redatings thereof, being hereinafter collectively called the "**Security Agreement**"), hereby appoints and constitutes **ISRAEL DISCOUNT BANK OF NEW YORK**, a banking corporation organized and existing under the laws of the State of New York with its principal office located at 511 Fifth Avenue, New York, NY 10017 (together with its affiliates and subsidiaries, and all successors and assigns thereof hereinafter collectively referred to as "**Lender**"), its true and lawful attorney, with full power of substitution, and with full power and authority to perform the following acts on behalf of **KEMISTRE**, in accordance with the terms and provisions of the Security Agreement:

1. Assigning, selling or otherwise disposing of all right, title and interest of **KEMISTRE** in and to the Trademarks listed on Schedule A annexed to the Security Agreement, and including those trademarks and patents which may be added to the same subsequent to the date of this Special Power of Attorney, and all registrations and recordings thereof, and all pending applications therefor, and for the purpose of the recording, registering and filing of, or accomplishing any other formality with respect to the foregoing, and to execute and deliver any and all other agreements, documents, instruments or assignment or other papers necessary or advisable to effect such purpose, in each case, in accordance with the terms and provisions of the Security Agreement; and

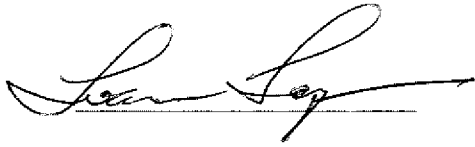
2. To execute any and all documents, statements, certificates or other papers necessary or advisable in order to obtain the purposes described above as Lender may in its sole discretion determine.


This Special Power of Attorney is made pursuant to the Security Agreement and may not be revoked until the Obligations, as such term is defined in the Security Agreement, of **KEMISTRE** to Lender are fully paid and satisfied.

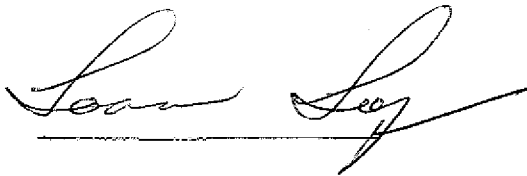
IN WITNESS WHEREOF, KEMISTRE has executed and delivered this Special Power of Attorney as of May 1, 2009.

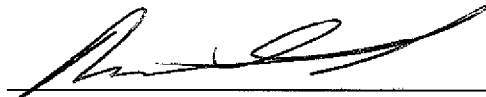
WITNESS:

KEMISTRE 8, LLC




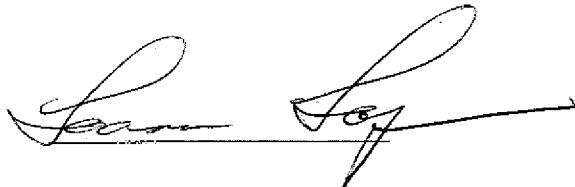
By: 
Isaac Oved (in his capacity as one of only six members of KEMISTRE 8, LLC, and together with **Ronnie Oved, Raymond Betesh** and **Elliott Betesh**, the controlling members of KEMISTRE 8, LLC)




By: 
Ronnie Oved (in her capacity as one of only six members of KEMISTRE 8, LLC, and together with **Isaac Oved, Raymond Betesh** and **Elliott Betesh**, the controlling members of KEMISTRE 8, LLC)



By: 
Raymond Betesh (in his capacity as one of only six members of KEMISTRE 8, LLC, and together with **Isaac Oved, Ronnie Oved** and **Elliott Betesh**, the controlling members of KEMISTRE 8, LLC)

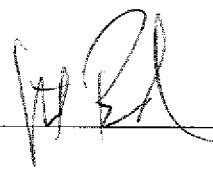


By: 
Elliott Betesh (in his capacity as one of only six members of KEMISTRE 8, LLC, and together with **Isaac Oved, Ronnie Oved** and **Raymond Betesh**, the controlling members of KEMISTRE 8, LLC)

ACKNOWLEDGMENT OF ISAAC OVED
(Acknowledgment Taken Within New York State)

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On May 8, 2009, before me, the undersigned, personally appeared **ISAAC OVED**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person on behalf of which the individual acted, executed the instrument and that such individual made such appearance before the undersigned in the City of New York, in the County of New York and State of New York.



Stuart Bender
a Notary Public of New York County in the State of New York

My Commission Expires:

(Affix Notarial Stamp)

STUART BENDER
Notary Public, State of New York
No. 0188482280
Qualified in Nassau County
Commission Expires May 28, 2011

ACKNOWLEDGMENT OF RONNIE OVED
(Acknowledgment Taken Within New York State)

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On May 8, 2009, before me, the undersigned, personally appeared **RONNIE OVED**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person on behalf of which the individual acted, executed the instrument and that such individual made such appearance before the undersigned in the City of New York, in the County of New York and State of New York.



Stuart Bender
a Notary Public of New York County in the State of New York

My Commission Expires:

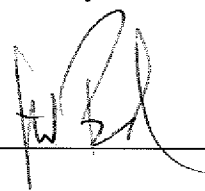
(Affix Notarial Stamp)

STUART BENDER
Notary Public, State of New York
No. 01254262280
Qualified in Nassau County
Commission Expires May 28, 2011

ACKNOWLEDGMENT OF RAYMOND BETESH
(Acknowledgment Taken Within New York State)

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On May 8, 2009, before me, the undersigned, personally appeared **RAYMOND BETESH**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person on behalf of which the individual acted, executed the instrument and that such individual made such appearance before the undersigned in the City of New York, in the County of New York and State of New York.



Stuart Bender
a Notary Public of New York County in the State of New York

My Commission Expires:

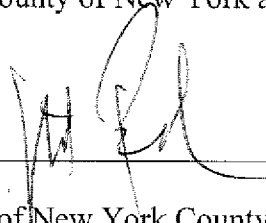
(Affix Notarial Stamp)

STUART BENDER
Notary Public, State of New York
NO. 01584982200
Qualified in Nassau County
Commission Expires May 28, 2011

**ACKNOWLEDGMENT OF ELLIOTT BETESH
(Acknowledgment Taken Within New York State)**

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On May 5, 2009, before me, the undersigned, personally appeared **ELLIOTT BETESH**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person on behalf of which the individual acted, executed the instrument and that such individual made such appearance before the undersigned in the City of New York, in the County of New York and State of New York.



Stuart Bender
a Notary Public of New York County in the State of New York

My Commission Expires:

(Affix Notarial Stamp)

STUART BENDER
Notary Public, State of New York
No. 01924862263
Qualified in Nassau County
Commission Expires May 28, 2017