

01-07-2003

COVER SHEET
JULY

1-7-03

Tab settings =>=>=>



To the Honorable Commissioner of Patents and Trademarks
102329222

the attached original documents or copy thereof.

1. Name of conveying party(ies):
Complex Media THC, LLC
1 Martin Avenue
South River, New Jersey 08882
See Attached List For Additional Conveying Parties*

1-7-03

- Individual(s)
- General Partnership
- Corporation-State:
- Other LLC

- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyances:
 Assignment
 Security Agreement
 Other _____
 Merger
 Change of Name

Execution Date: December 20, 2002

4. Application Number(s) or registration number(s):
A. Trademark Application.(s)
SEE ATTACHED SCHEDULE A

2. Name and address of receiving party(ies):
Name: The CIT/Group/Commercial Services, Inc.
Internal Address: _____
Street Address: 1211 Avenue of the Americas
City: New York State: NY ZIP: 10036
 Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State New York
 Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached Yes No

(Designations must be a separate document from Assignment)

Additional Name(s) & address(es) attached? Yes No

B. Trademark registration No.(s)
SEE ATTACHED SCHEDULE A

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Federal Research Corporation

Internal Address: _____

RETURN TO:
FEDERAL RESEARCH CORP
1030 15th STREET NW
SUITE 920
WASHINGTON DC 20005

6. Total number of applications and registrations involved: 60

7. Total fee (37 CFR 3.41): \$ 1515⁰⁰

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: _____

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document

Melissa Johnston
Name of Person Signing

Melissa Johnston
Signature

January 3, 2003
Date

Total number of pages including coversheet, attachments and document: 16

01/08/2003 6TOM11 00000059 75425532

Mail documents to be recorded with required coversheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

01 FC:8521 40.00 OP
02 FC:8522 1475.00 OP

LIST OF ADDITIONAL CONVEYING COMPANIES

The address for all of the following companies is as follows:

1 Martin Avenue
South River, New Jersey 08882

Conveying Companies

Femme Arsenal THC, LLC (New Jersey, LLC)

Physical Science THC, LLC (New Jersey, LLC)

Yakira, L.L.C. (New Jersey, LLC)

Zoo York LLC, (New Jersey, LLC)

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

between

**COMPLEX MEDIA THC, LLC
FEMME ARSENAL THC, LLC
PHYSICAL SCIENCE THC, LLC
YAKIRA, L.L.C.
ZOO YORK LLC**

and

THE CIT GROUP/COMMERCIAL SERVICES, INC.

U.S. TRADEMARKS

Matter/Subcase Trademark	Status Country Name	Application Class(es)	Registration Number/Date	Number/Date
1972	028069-0003-0094/ United States of America	Published 25	75/425532 29-Jan-1998	
72	028069-0003-0095/ United States of America	Citation 25	75/425370 24-Jan-1998	
A.911.	028069-0000-0001/ United States of America	Published 16	78/102620 14-Jan-2002	
COMPLEX	028069-0003-1064/ United States of America	Suspended 16	78/137232 19-Jun-2002	
COMPLEX	028069-0003-1065/ United States of America	Pending 41	78/137242 19-Jun-2002	
COMPLEX	028069-0003-1246/ United States of America	Pending 25	78/179716 29-Oct-2002	
COMPLEX INDUSTRIES	028069-0003-1248/ United States of America	Pending 16,41	78/179742 29-Oct-2002	
COMPLEX INDUSTRIES	028069-0003-1249/ United States of America	Pending 25	78/179769 29-Oct-2002	
COMPLEX MAG	028069-0003-0762/ United States of America	Published 9,16,25,35,42	78/068268 08-Jun-2001	
COMPLEX MAGAZINE	028069-0003-1066/ United States of America	Pending 16	78/137246 19-Jun-2002	
COMPLEX MAGAZINE	028069-0003-1067/ United States of America	Pending 41	78/137247 19-Jun-2002	
COMPLEX MAGAZINE	028069-0003-1247/ United States of America	Pending	78/179731	

	United States of America	25		29-Oct-2002
COMPLEX MEDIA	028069-0003-0779/ United States of America	Published 9,16,25,35,42		78/068267 08-Jun-2001
Design (Cube)	028069-0003-0075/ United States of America	Published 24		78/080588 22-Aug-2001
Design (Cube)	028069-0003-0742/ United States of America	Published 9,14,18,28		78/064989 22-May-2001
Design (Cube)	028069-0003-1008/ United States of America	Published 25		78/087609 09-Oct-2001
Design Image (CUBE)	028069-0003-0737/ United States of America	Registered 25	78/064035 16-May-2001	2570270 14-May-2002
ECKO UNLIMITED	028069-0003-0091/ United States of America	Registered 25	75/425541 29-Jan-1998	2516030 11-Dec-2001
ECKO UNLTD.	028069-0003-0093/ United States of America	Registered 25	75/425542 29-Jan-1998	2516031 11-Dec-2001
ECKO UNLTD.	028069-0003-0617/ United States of America	Opposed 9,14,18	78/039450 15-Dec-2000	
ECKORED	028069-0003-0162/ United States of America	Opposed 3	76/019586 06-Apr-2000	
ECKORED	028069-0003-0163/ United States of America	Published 9	76/019588 06-Apr-2000	
ECKORED	028069-0003-0164/ United States of America	Opposed 14,18,25	76/019587 06-Apr-2000	
FEMME ARSENAL	028069-0003-1027/ United States of America	Citation 25	78/095830 29-Nov-2001	
FEMME ARSENAL	028069-0003-1028/ United States of America	Citation 3	78/097027 06-Dec-2001	
FEMME ARSENAL	028069-0003-1181/ United States of America	Pending 9	78/152332 08-Aug-2002	
FEMME ARSENAL	028069-0003-1182/ United States of America	Pending 14	78/152340 08-Aug-2002	
FEMME ARSENAL	028069-0003-1183/ United States of America	Pending 18	78/152419 08-Aug-2002	

MARC ECKO	028069-0003-0616/ United States of America	Opposed 3,25	78/039446 15-Dec-2000
PHYS.SCI.	028069-0003-0077/ United States of America	Published 24	78/080559 22-Aug-2001
PHYS.SCI.	028069-0003-0735/ United States of America	Published 25	78/064024 16-May-2001
PHYS.SCI.	028069-0003-0740/ United States of America	Pending 9,14,18,28	78/064986 22-May-2001
PHYS.SCI.	028069-0003-1004/ United States of America	Published 9	78/085539 25-Sep-2001
PHYS.SCI.	028069-0003-1005/ United States of America	Published 28	78/085548 25-Sep-2001
PHYS.SCI.	028069-0003-1012/ United States of America	Published 25	78/087602 09-Oct-2001
PHYS.SCI. & Design	028069-0003-0078/ United States of America	Published 24	78/080597 22-Aug-2001
PHYS.SCI. & Design	028069-0003-0736/ United States of America	Published 25	78/064031 16-May-2001
PHYS.SCI. & Design	028069-0003-0741/ United States of America	Published 9,14,18,28	78/064998 22-May-2001
PHYS.SCI. & Design	028069-0003-1013/ United States of America	Published 25	78/087605 09-Oct-2001
PHYSICAL SCIENCE	028069-0003-0079/ United States of America	Published 24	78/080551 22-Aug-2001
PHYSICAL SCIENCE	028069-0003-0085/ United States of America	Published 25	75/898019 19-Jan-2000
PHYSICAL SCIENCE	028069-0003-0743/ United States of America	Pending 9,14,18,28	78/065914 25-May-2001
PHYSICAL SCIENCE	028069-0003-1002/ United States of America	Published 9	78/085536 25-Sep-2001
PHYSICAL SCIENCE	028069-0003-1003/ United States of America	Published	78/085545

	United States of America	28		25-Sep-2001	
PHYSICAL SCIENCE	028069-0003-1043/ United States of America	Published 25		75/982354 19-Jan-2000	2618670 10-Sep-2002
POP APOCALYPSE	028069-0003-0704/ United States of America	Published 25		78/058833 17-Apr-2001	
RHINO I	028069-0003-0087/ United States of America	Registered 25		75/466580 13-Apr-1998	2262749 20-Jul-1999
RHINO I	028069-0003-0618/ United States of America	Published 3,9,14,18		78/039457 15-Dec-2000	
RHINO I	028069-0003-1192/ United States of America	Pending 25		78/158878 28-Aug-2002	
RHINO I	028069-0003-1193/ United States of America	Pending 25		78/158725 28-Aug-2002	
RHINO III	028069-0003-0089/ United States of America	Registered 25		75/466578 13-Apr-1998	2262748 20-Jul-1999
RHINO IV	028069-0003-0090/ United States of America	Registered 25		75/466579 13-Apr-1998	2420404 16-Jan-2001
UNBREAKABLE	028069-0003-1097/ United States of America	Pending 25		78/145226 18-Jul-2002	
UNBREAKABLE	028069-0003-1098/ United States of America	Pending 28		78/145252 18-Jul-2002	
ZOO YORK	028069-0003-0663/ United States of America	Registered 25,28		74/464494 01-Dec-1993	1927011 17-Oct-1995
ZOO YORK	028069-0003-1033/ United States of America	Published 18		78/105841 30-Jan-2002	
ZOO YORK	028069-0003-1034/ United States of America	Pending 9		78/105844 30-Jan-2002	
ZOO YORK	028069-0003-1035/ United States of America	Published 41		78/105849 30-Jan-2002	
ZOO YORK	028069-0003-1039/ United States of America	Published 28		78/122686 18-Apr-2002	
ZOO YORK	028069-0003-1199/ United States of America	Pending 25		78/162470 10-Sep-2002	

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

THIS GRANT OF SECURITY INTEREST IN PATENTS, TRADEMARKS AND LICENSES (herein the "Agreement") made as of this 20th day of December, by **COMPLEX MEDIA THC, LLC**, A New Jersey limited liability company, **FEMME ARSENAL THC, LLC**, a New Jersey limited liability company, **PHYSICAL SCIENCE THC, LLC**, a New Jersey limited liability company, **YAKIRA, L.L.C.**, a New Jersey limited liability company and **ZOO YORK LLC**, a New Jersey limited liability company, all with their principal place of business at 1 Martin Avenue, South River, New Jersey 08882 (herein collectively the "Companies" and **ZOO YORK LLC** also a "Client" as hereinafter defined), and **THE CIT GROUP/COMMERCIAL SERVICES, INC.**, a New York corporation, with offices at 1211 Avenue of the Americas, New York, New York 10036 (herein "CIT").

W I T N E S E T H:

WHEREAS, the Companies affiliates **ECKO.COMPLEX, LLC**, **COMPLEX MEDIA, LLC**, **FEMME ARSENAL, LLC**, **PHYSICAL SCIENCE THC, LLC**, and **SWEAT EQUITY LABORATORIES THC, LLC** (the "Clients"), and CIT are parties to a certain factoring and/or financing arrangements, pursuant to which CIT may make certain loans and advances to such affiliates, all as further set forth in the loan and security documents executed in connection therewith, dated of even date herewith and as the same may be amended from time to time (herein collectively, the "Agreement"), and the Companies has guaranteed the payment thereof to CIT pursuant to the guaranty of even date hereof (the "Guaranty"). The Agreement provides for CIT to purchase, at its discretion certain accounts receivable of the Clients and/or make, in its discretion, certain loans, advances and extensions of credit to such affiliates. As collateral security therefor and in consideration thereof, the adequacy and sufficiency of which are hereby confirmed by the Companies, the Companies have granted to CIT a security interest in certain of the Companies's assets, including, without limitation, its trademarks, trademark applications and/or registrations, tradenames, goodwill and licenses, and, if applicable, any patents, patent applications and/or registrations, all as more fully set forth herein, the Guaranty and in the Agreement;

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

1. **Definitions.** Capitalized terms used herein and defined in the Agreement shall have the meanings set forth therein unless otherwise specifically defined herein.
2. **Grant of Security Interest.** To secure the payment of the "Obligations" (as defined in the Agreement and the Guaranty), the Companies hereby grant to CIT a security interest, effective immediately, in all of the Companies' right, title and interest in and to all of the following described property, whether now owned or hereafter acquired (collectively herein the "Intellectual Property Collateral"):

- (i) Trademarks, trademark registrations, recordings and/or applications, tradenames, trade styles, service marks, prints and labels on which any of the foregoing have or may appear, designs, general intangibles pertaining to any of the foregoing, including, without limitation, the trademarks and applications, if any, listed on **Schedule B** attached hereto and made a part hereof, and any and all reissues and/or renewals thereof, and all income, royalties, damages and payments now and hereafter due and/or payable in connection therewith including, without limitation, damages and payments for past or future infringements thereof (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the "Trademark Collateral");
- (ii) Patents and patent applications and/or registrations together with the inventions and improvements described and claimed therein including, without limitation, the patents and applications, if any, listed on **Schedule A**, attached hereto and made a part hereof, and any and all reissues and renewals thereof and all income, royalties, damages and payments now and hereafter due and/or payable in connection therewith including, without limitation, damages and payments for past or future infringements thereof (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the "Patent Collateral");
- (iii) Any license agreement in which the Companies are or become licensed to use any patents and/or trademarks owned by a third party including, without limitation, the licenses, if any, listed on **Schedule C** attached hereto and made a part hereof (all of the foregoing are sometimes referred to herein individually and/or collectively as the "License Collateral");
- (iv) The goodwill of the Companies' business connected with and symbolized by the Intellectual Property Collateral;
- (v) Any and all of the Companies' rights and interests in any of the foregoing as they relate to the Companies' Accounts, Inventory, Equipment and General Intangibles, or any Collateral bearing any of the foregoing, including without limitation the right to sell Inventory, goods and property bearing or covered by any of the foregoing Intellectual Property; and
- (vi) All cash and non-cash proceeds, royalties and income of the foregoing, including without limitation any amounts obtained pursuant to any infringement action.

3. **CIT' Rights.** Upon the occurrence of any Event of Default hereunder, CIT shall have all the rights and remedies of a secured party under the Uniform Commercial Code and any other applicable state or federal laws. CIT will give the Companies reasonable notice of the time and place of any public sale of the Intellectual Property Collateral or the time after which any private sale of the Intellectual Property Collateral or any other intended disposition thereof is to be made. Unless otherwise provided by law, the requirement of reasonable notice shall be met if such notice is mailed, postage prepaid to the address of the Companies set forth above at least ten (10) days before the date of such sale or disposition. In addition to the foregoing and all other rights and remedies of CIT upon the occurrence of any Event of Default hereunder, CIT shall thereupon have the immediate right to transfer to itself or to sell, assign and transfer to any other person all right, title

and interest in and to all or any part of the Intellectual Property Collateral. A formal irrevocable power of attorney (in the form annexed hereto) is being executed and delivered by the Companies to CIT concurrently with this agreement to enable such rights to be carried out. The Companies agrees that, in the event CIT exercises its rights hereunder and/or pursuant to said power of attorney in accordance with its terms, after written notification of such exercise from CIT to the Companies, the Companies shall never thereafter, without the prior written authorization of the owner or owners of such Intellectual Property Collateral, use any of such Intellectual Property Collateral. The condition of the foregoing provision is such that unless and until there occurs an Event of Default under this agreement, the Companies shall continue to own and use the Intellectual Property Collateral in the normal course of its business and to enjoy the benefits, royalties and profits therefrom provided, however, that from and after the occurrence of an Event of Default such right will, upon the exercise by CIT of the rights provided by this agreement, be revoked and the right of the Companies to enjoy the uses, benefits, royalties and profits of said Intellectual Property Collateral will wholly cease, whereupon CIT or its transferee(s) shall be entitled to all of the Companies' right, title and interest in and to the Intellectual Property Collateral hereby so assigned. This agreement will not operate to place upon CIT any duty or responsibility to maintain the Intellectual Property Collateral.

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

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

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

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

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

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

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

11. **Events of Default.** Any of the following constitutes an Event of Default under this agreement:

- (i) The Companies fail to perform or observe any agreement, covenant or condition required under this agreement;
- (ii) Any warranty or representation made by Companies, in this agreement shall be or becomes false or misleading in any material respect; or
- (iii) The occurrence of any Event of Default under the agreement which is not waived in writing by CIT.

12. **Notices.** The Companies covenant and agree that, with respect to the Intellectual Property Collateral, it will give CIT written notice in the manner provided in the Agreement of:

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

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

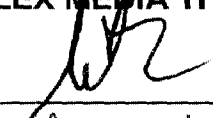
14. **Termination.** This agreement shall terminate upon termination of the Agreement and full, final and indefeasible payment in cash of all Obligations of the Companies thereunder. Upon the Companies' request, CIT shall within a reasonable time after any such termination execute and deliver to the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

[Remainder of page intentionally left blank]

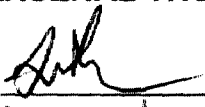
IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day of _____, 2002.

Companies:


COMPLEX MEDIA THC, LLC

By: 
Title: President


FEMME ARSENAL THC, LLC

By: 
Title: President


PHYSICAL SCIENCE THC LLC

By: 
Title: President

YAKIRA, L.L.C.


By: 
Title: President

ZOO YORK LLC

By: 
Title: President

Agreed and Accepted this

THE CIT GROUP/COMMERCIAL SERVICES, INC.

By: 
Title: SVP

IRREVOCABLE POWER OF ATTORNEY

COMPLEX MEDIA THC, LLC, a New Jersey limited liability company, **FEMME ARSENAL THC, LLC**, a New Jersey limited liability company, **PHYSICAL SCIENCE THC, LLC**, a New Jersey limited liability company, **YAKIRA, L.L.C.**, a New Jersey limited liability company and **ZOO YORK LLC**, a New Jersey limited liability company, all with their principal place of business at 1 Martin Avenue, South River, New Jersey 08882 (herein collectively the "Companies"), hereby grants to **THE CIT GROUP/COMMERCIAL SERVICES, INC.**, a New York corporation, with offices at 1211 Avenue of the Americas, New York, New York 10036 (hereinafter referred to as "CIT"), the exclusive Irrevocable Power of Attorney to transfer to CIT or to any designee of CIT all Intellectual Property Collateral listed on the Schedules attached to the Grant of Security Interest in Patents, Trademarks and Licenses (the "Agreement"), dated as of the date hereof, between the Companies and CIT including, without limitation, all patents, patent applications and/or registrations, trademarks, trademark applications and/or registrations, and licenses together with the goodwill of the business connected with or symbolized by such Intellectual Property Collateral and the Companies's entire inventory of labels and decals bearing any trademarks not affixed to its products, and the right to operate and control, sell, assign, and transfer the business under those trademarks under the following terms and conditions:

1. The Power of Attorney granted hereunder shall be effective as of the date hereof and shall last for as long as any now existing or hereafter arising indebtedness, liabilities or obligations of the Companies to CIT are outstanding under the Agreement, dated on or about the date hereof, between the Companies and CIT.

2. The Power of Attorney granted herein shall be irrevocable throughout the duration of its life as specified in Paragraph 1 hereinabove;

3. The Power of Attorney granted herein shall only be exercisable by CIT after the occurrence of an Event of Default under the Agreement between CIT and the Companies; and

4. CIT shall give the Companies ten (10) days prior written notice of the exercise of this power, and the waiver by CIT of any particular Event of Default as set forth in Paragraph Eleven (11) hereinabove shall have no force or effect unless in writing and signed by an authorized officer of CIT. Even then such waiver shall not constitute or be considered a waiver of any other Event of Default then existing or thereafter arising whether similar or not.

IN WITNESS WHEREOF, the Companies has caused this Power of Attorney to be executed as of the 20th Day of December

Companies:

COMPLEX MEDIA THC, LLC

By: 

Title: President

FEMME ARSENAL THC, LLC

By: 


Title: President

PHYSICAL SCIENCE THC LLC

By: 

Title: President

YAKIRA, L.L.C.

By: 

Title: President

ZOO YORK LLC

By: 

Title: President

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

between

**COMPLEX MEDIA THC, LLC
FEMME ARSENAL THC, LLC
PHYSICAL SCIENCE THC, LLC
YAKIRA, L.L.C.
ZOO YORK LLC**

and

THE CIT GROUP/COMMERCIAL SERVICES, INC.

U.S. PATENTS

<u>Title</u>	<u>Patent No.</u>	<u>Issue Date</u>
	<u>NONE</u>	

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

between

COMPLEX MEDIA THC, LLC
FEMME ARSENAL THC, LLC
PHYSICAL SCIENCE THC, LLC
YAKIRA, L.L.C.
ZOO YORK LLC

and

THE CIT GROUP/COMMERCIAL SERVICES, INC.

U.S. LICENSES

<u>Name</u>	<u>Registration No.</u>	<u>Registration Date</u>
	<u>NONE</u>	