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TRADEMARKS ONLY
Attorney's Do. No.

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MARK OFFICE

In Re U.S. Trademark Registration No. 2,144,483
Registered: March 17, 1998
Mark: Fitness Fan

Trademark Application No. 75/247,424
Filed: February 23, 1997

Box Assignments
Commissioner of Patents and Trademarks
Washington, D.C. 20231

Please record the attached original document or copy thereof and return the recorded instrument to the undersigned.

1. Name of party(ies) conveying an interest:
TKO Sports Group, Inc., a Canadian corporation

Entity:

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State
 Other _____

2. Name and address of party(ies) receiving an interest:
Great Relief Products, Inc., an Oregon corporation, 155 18th Street, Springfield, OR 97477

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State Oregon
 Other _____
Citizenship _____

If not domiciled in the United States, a domestic representative designation is attached:
 Yes No (The attached document must not be an assignment.)

3. Description of the interest conveyed:

Assignment Change of Name Security Agreement Merger

Other:

4. Trademark Reg. Nos. 2,144,483 Additional sheet attached? Yes No

If this document is being filed together with a new application, the execution date of the new application is:

A. Trademark Application No.

B. Trademark Reg. No.

YOE

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

Bryon L. Land
Arnold Gallagher Saydack Percell & Roberts
800 U.S. Bank Center
800 Willamette
Eugene, OR 97401

6. Number of applications and trademarks involved: one (1)

7. Enclosed is our check for \$40.00.

8. Date of execution of attached document: 1/29, 1999

9. I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Dated: 2/2/99

Bryon L. Land
Bryon L. Land

Total number of pages comprising cover sheet and attached assignment: 10

I HEREBY CERTIFY THAT THIS
CORRESPONDENCE IS BEING
DEPOSITED WITH THE UNITED
STATES POSTAL SERVICE AS
FIRST CLASS MAIL IN AN
ENVELOPE ADDRESSED TO:
BOX ASSIGNMENTS, ASSISTANT
COMMISSIONER OF PATENTS
AND TRADEMARKS, WASHINGTON,
DC 20231 ON 2/2/99

Bryon L. Land
ATTORNEY FOR APPLICANT

2/2/99
DATE OF SIGNATURE

SECURITY AGREEMENT

BETWEEN: TKO Sports Group Inc., an Ontario corporation ("Debtor")
606 Rennie Street
Hamilton, Ontario, Canada L8H3P5

AND: Great Relief Products, Inc., an Oregon corporation ("Secured Party")
155 North 18th Street
Springfield, OR 97477

EFFECTIVE DATE: JANUARY 29th, 1999.

AGREEMENTS

1. **Obligations Secured.** The obligations secured hereby are:

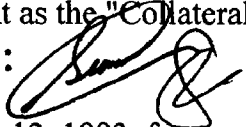
1.1 That certain General Conveyance Agreement dated JANUARY 29th, 1999, between Debtor as Purchaser and Secured Party as Vendor (the "Conveyance Agreement").

1.2 All expenses incurred or paid by Secured Party in conserving and protecting the Collateral which is the subject of this agreement, including, but not limited to, reasonable attorney fees and other legal expenses incurred in connection with retaking, holding, preparing for sale, and selling such Collateral.

1.3 Reasonable attorney fees and other expenses incurred in any legal proceeding, in the trial court, including the United States Bankruptcy Court, or on appeal, brought to enforce or to collect any obligations secured by this agreement, or to enforce any term or provision hereof, including any legal proceeding brought to foreclose or otherwise realize upon the Collateral which is the subject of this agreement.

1.4 Any amount paid by Secured Party which is the obligation of Debtor under the terms of this agreement.

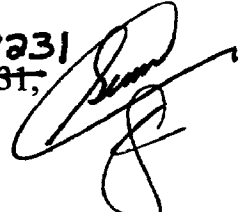
2. **Grant of Security Interest.** Debtor hereby grants to Secured Party a security interest to secure the obligations hereinabove mentioned in the Intellectual Property (as that term is defined in the Conveyance Agreement) purchased by Debtor from Secured Party pursuant to said Conveyance Agreement, and including all tangible records and documents relating to any and all

of the foregoing (collectively referred to in this agreement as the "Collateral"), ~~described as follows, to wit:~~ **INCLUDING THE FOLLOWING:** 

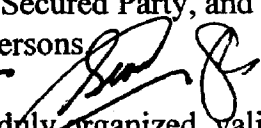
2.1 U.S. Patent No. 5,251,777, issued October 12, 1993, for a water bottle and mounting bracket device.

2.2 Trademark rights in and to the mark "Fitness Fan," Registration No. 2,144,483, issued March 17, 1998, to Great Relief Products, Inc.

2.3 Trademark rights in and to the mark "Grab It," Registration No. 1,976,200, issued May 28, 1996, to Great Relief Products, Inc.

2.4 Trademark rights in and to the mark "Grab Bottle," Registration No. ~~2,809,231~~ ^{1,809,231}, issued December 7, 1993, to Great Relief Products, Inc. 

3. **Warranties.**

3.1 Debtor represents and warrants that Debtor has acquired the Collateral and is the sole owner of Secured Party's interest in the Collateral, free and clear of any and all liens and encumbrances, except those in favor of Secured Party, and that Debtor will defend the same against all claims and demands of all persons 

AGAINST SUCH INTEREST

3.2 Debtor is a corporation duly organized, validly existing and in good standing under the laws of Ontario, Canada, and is duly qualified as a foreign corporation and in good standing in each jurisdiction where such qualification and good standing are required.

3.3 This agreement is the legal, valid and binding obligation of Debtor enforceable against Debtor in accordance with its terms.

4. **Corporate Existence.** Debtor shall maintain its corporate existence and its qualification in good standing in all jurisdictions in which such qualification and good standing are required.

5. **Preservation of Collateral.** Debtor shall maintain in full force and effect within the United States of America the requisite registrations of the Collateral. Debtor shall not dispose of any Collateral without Secured Party's prior written consent. Debtor will preserve the Collateral, make all necessary filings to obtain all available renewals of the Collateral, and protect the Collateral from all instances of patent, trademark or other infringement, including through the filing and prosecution of legal action against any such infringement. In no event shall Debtor use or otherwise involve any of the Collateral in any patent, trademark or other infringement or any other violation of law.

6. **Acceleration.** If Debtor fails to perform any obligation of Debtor under this agreement, or fails to pay when due any obligations secured hereby, or in the event Secured Party, with reasonable cause, deems the Collateral, or any part thereof, in danger of loss, misuse or of losing its registration as required hereunder, Secured Party, may, at the option of Secured Party, declare all unpaid balances of any indebtedness secured hereby immediately due and payable, and may exercise any of the remedies for default hereinafter set forth.

7. **Assignment.** Secured Party shall have the right to assign this agreement or the security interest evidenced by this agreement. If Secured Party makes such an assignment, Debtor agrees that Debtor will not assert as a defense, counterclaim, set off, cross-complaint or otherwise, any claim arising out of this Security Agreement or the indebtedness it secures, known or unknown, which Debtor now has or may hereafter acquire against Secured Party in any legal proceeding commenced against Debtor by an assignee of this agreement or the security interest evidenced by this agreement.

8. **Power of Attorney.** Debtor hereby appoints Secured Party as its respective attorney-in-fact (without requiring Secured Party to act as such) to execute any financing statements in the name of Secured Party, or to sell, transfer or otherwise dispose of the Collateral, or any portion thereof, and to perform all other acts that Secured Party deems appropriate to preserve and continue its liens on, and to protect and preserve, the Collateral.

9. **Disposition.** Debtor shall not sell, exchange, transfer, lease, ~~license~~ or otherwise dispose of the Collateral, or any part thereof, or suffer or permit any lien, levy, or attachment thereon or security interest therein or financing statement to be filed with reference thereto, other than that of Secured Party.

10. **Corporate Name.** Debtor shall not use any other name or change the name under which Debtor currently transacts business, unless Debtor has given Secured Party not less than thirty (30) days' prior notice of such proposed use.

11. **Use of Collateral.** Debtor represents and warrants that Collateral is used or purchased primarily for business purposes. Debtor shall not use or permit the use of the Collateral in violation of any law, statute, ordinance or regulation.

12. **Payments by Secured Party.** If Debtor fails to pay any debt or obligations giving rise to any lien or encumbrance on the Collateral, Secured Party may pay the same, and upon such payment the amount paid shall become a part of the indebtedness owed by Debtor to Secured Party. Upon any such payment by Secured Party, the indebtedness of Debtor to Secured Party thereby created shall bear interest from the date of payment at the rate of 2.00% above U.S. *National Bank of Oregon's* published prime rate in effect from time to time. All such

indebtedness and the interest accrued thereon shall be payable upon demand and shall be secured hereby.

13. Proceeds. The security interest in the Collateral shall attach to the proceeds of any sale thereof, including, but not limited to, cash, checks, monies on deposit in any bank or banks, and accounts receivable, and to the proceeds of any other disposition of the Collateral or any part thereof to the full extent provided and permitted by law. This provision shall not be construed as a waiver of any restriction contained herein against transferring, alienating or encumbering the Collateral.

14. Perfection. At the request of the Secured Party, Debtor shall join with Secured Party, from time to time, in executing one or more financing statements or effective financing statements pursuant to the Uniform Commercial Code, and any other applicable statute, law, or regulation, which statements shall be in a form satisfactory to Secured Party. Secured Party shall be entitled to file a copy of this Security Agreement as a financing statement, and in such event the financing statement shall be effective for a period of five years from the date of filing. In addition, Debtor shall take all action reasonably deemed advisable by Secured Party to establish the priority of, perfect, continue perfection, terminate or enforce Secured Party's interest in the Collateral and rights under this agreement including without limitation recording this Security Agreement and any and all related financing statements in the U.S. Patent and Trademark Office.

15. Notices. Any notice required or permitted to be given to Debtor under this agreement, the Uniform Commercial Code, or any other applicable statute or regulation shall be deemed given if such notice is mailed with postage prepaid to the address of Debtor shown on page 1 of this agreement, or to such other address as Debtor may designate to Secured Party in writing prior to the time of giving such notice. Any notice of sale or other disposition of the Collateral upon default shall be reasonable if given 10 days before the time of sale or disposition.

16. Default. Time is of the essence of this agreement. If Debtor fails to perform any obligation of Debtor under this agreement, or fails to pay when due any obligations secured hereby, or if Secured Party, with reasonable cause, deems the Collateral or any part thereof, to be in danger of loss, misuse or losing its registration, where applicable, Secured Party shall have, and may exercise, each and all of the remedies granted to Secured Party by the Uniform Commercial Code, together with any other remedies which may be available to Secured Party under applicable law or otherwise. All remedies of Secured Party are cumulative and non-exclusive.

17. Cross-Default. Failure to comply with the provisions of the Conveyance Agreement shall be a default under this agreement.

18. **Legal Expense.** If any legal proceeding is commenced for the purpose of interpreting or enforcing any provision of this agreement, or for the purpose of collecting any obligations secured hereby, Secured Party shall be entitled to recover a reasonable attorney fee in such proceeding, whether in state, federal or bankruptcy court, or any appeal thereof, to be set by the court without the necessity of hearing testimony or receiving evidence, in addition to the cost and disbursements allowed by law. In addition, Secured Party shall be entitled to recover reasonable attorney fees and legal expenses incurred by Secured Party in connection with retaking, holding, preparing for sale and reselling the Collateral.

19. **Marshaling.** Secured Party shall not be required to marshal security and may proceed to foreclosure or otherwise realize upon security in such order and in such manner as Secured Party may determine in Secured Party's sole discretion.

20. **Waiver.** No waiver by Secured Party of any default in any of the terms, conditions or provisions of this agreement, or of any obligations secured hereby, shall operate as a waiver of any other default by Debtor.

21. **Interpretation.** All rights of Secured Party hereunder shall inure to the benefit of the successors and assigns of Secured Party, and all obligations of Debtor shall bind the successors and assigns of Debtor.

22. **Representation by Counsel.** Each of the parties hereto acknowledges that each party has been represented by counsel in connection with the preparation and execution of this agreement and that each party has thoroughly reviewed this agreement with that party's counsel. The rule of construction that a written agreement is construed against the party preparing or drafting such agreement shall specifically not be applicable in the interpretation of this agreement.

23. **Warranty of Authority.** The person or persons executing and delivering this agreement on behalf of Debtor represent and warrant that such person or persons is duly authorized to do so and that the execution and delivery of this agreement is the lawful and voluntary act of Debtor.

24. **Governing Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon, without regard to conflict-of-laws principles. Any action or proceeding seeking to enforce any provision of, or based on any right arising out of, this Agreement shall be brought against any of the parties in Lane County Circuit Court of the State of Oregon, or, subject to applicable jurisdictional requirements, in the United States District Court for the District of Oregon, and each of the parties consents to the jurisdiction of such Courts (and of the appropriate appellate courts) in any such action or proceeding and waives any objection to such venue.

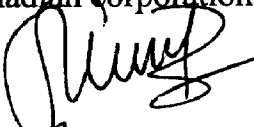
25. **Facsimile Signatures.** Facsimile transmission of any signed original document, and retransmission of any signed facsimile transmission, shall be the same as delivery of an original. At the request of either party, the parties shall confirm facsimile transmitted signatures by signing an original document.

26. **Counterparts.** This agreement may be executed in counterparts, each of which will be considered an original and all of which together will constitute one and the same agreement.

27. **Termination.** This agreement shall remain in full force and effect until the obligations secured hereby have been paid in full.


Debtor:

TKO SPORTS GROUP INC.,
a Canadian corporation

By: 
Its: PRESIDENT/CEO

Secured Party:

GREAT RELIEF PRODUCTS, INC.,
an Oregon corporation

By: 
Its: PRESIDENT

UCC-1

STATE OF OREGON
Corporation Division - UCC
255 Capitol Street NE, Suite 151
Salem, OR 97310-1327
(503) 986-2200 Facsimile (503) 373-1166
<http://www.sos.state.or.us/corporation/corphp.htm>

STATE FINANCING STATEMENT STANDARD FORM

PLEASE TYPE OR PRINT LEGIBLY. READ INSTRUCTIONS BEFORE FILLING OUT FORM.

This Financing Statement is presented to filing officer pursuant to the Uniform Commercial Code. This financing statement remains effective for a period of five years from the date of filing, unless extended for additional periods as provided for by ORS Chapter 79. A carbon, photographic, or other reproduction of this form, financing statement, or security agreement may be filed as a financing statement under ORS Chapter 79.

A. DEBTOR NAME(S) (If individual, list last name first.)

- TKO Sports Group, Inc., a Canadian corporation
-
-

DEBTOR MAILING ADDRESS:

606 Rennie Street
Hamilton, Ontario, Canada L8H3P5

B. SECURED PARTY(IES) NAME AND ADDRESS

Great Relief Products, Inc., an Oregon corporation
155 North 18th Street
Springfield, OR 97477
Contact Name: Sean J. McMahon Phone No.: 541/744-2296

C. ASSIGNEE(S) NAME AND ADDRESS (If any)

Contact Name: _____ Phone No.: _____

D. DEBTOR SIGNATURE(S) REQUIRED

TKO Sports Group, Inc., a Canadian corporation
By: Garry Kurtz, President

E. DEBTOR SIGNATURE(S) NOT REQUIRED . If applicable, check the appropriate box below to file without debtor signature(s). This statement is filed without the debtor signature(s) to perfect a security interest in collateral. Secured Party must sign, when debtor signature(s) is not required. See instructions for further information.

- Collateral already subject to a security interest in another jurisdiction.
- Which is proceeds of the described original collateral which was perfected.
- Collateral as to which the filing has lapsed.
- Collateral acquired after a change of name, identity, or corporate structure of debtor.

By: _____ By: _____
Secured Party Signature Secured Party Signature

F. DESCRIBE THE COLLATERAL (ORS 79.4020).

PRODUCTS of collateral are also covered.

See attached Exhibit A.

RETURN ACKNOWLEDGMENT LETTER TO: (Include name, address, and identifier for the debtor listed above. Limit the identifier to eight characters. REFER TO INSTRUCTION, NUMBER 5.) Please do not type or print outside of bracketed area.

Bryon L. Land
Arnold Gallagher Saydack
P.O. Box 1758
Eugene, OR 97440-1758

FEES

Make check for \$10.00 payable
to "Corporation Division."

NOTE: Filing fees may be paid with VISA or MasterCard.
The card number and expiration date should be submitted
on a separate sheet of paper for your protection.

DO NOT SUBMIT DUPLICATES OF THIS FILING AND/OR ATTACHMENTS.

EXHIBIT A

United States Patent No. 5,251,777, issued October 12, 1993 to Sean J. McMahon, inventor, and Great Relief Products, Inc., an Oregon corporation, assignee, which patent relates to a water bottle and mounting bracket device; United States Trademark "Fitness Fan," Registration No. 2,144,483, issued March 17, 1998 to Great Relief Products, Inc., an Oregon corporation; United States Trademark "Grab It," Registration No. 1,976,200, issued May 28, 1996 to Great Relief Products, Inc., an Oregon corporation; and United States Trademark "Grab Bottle," Registration No. 1,809,231, issued December 7, 1993 to Great Relief Products, Inc., an Oregon corporation.