

04-18-2001



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U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

APR - 2 2001

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RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment License
 - Security Agreement Nunc Pro Tunc Assignment
 - Merger
 - Change of Name
 - Other
- Effective Date
Month Day Year
 12 19 2000

Conveying Party

- Mark if additional names of conveying parties attached
- Name Execution Date
Month Day Year
 12 19 2000

Formerly 75834274

- Individual General Partnership Limited Partnership Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

Receiving Party

- Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)
City State/Country Zip Code

- Individual General Partnership Limited Partnership If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)
- Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

FOR OFFICE USE ONLY

04 17/2001 TDI AZ1 00000190 75834274
01 FC:481 40.00 DP
02 FC:482 125.00 DP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK
REEL: 002273 FRAME: 0443

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages Enter the total number of pages of the attached conveyance document including any attachments. #

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

<input type="text" value="75/834,274"/>	<input type="text" value="75/833,984"/>	<input type="text" value="75/833,997"/>	<input type="text" value="2,184,475"/>	<input type="text" value="2,239,215"/>	<input type="text" value="2,229,010"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Number of Properties Enter the total number of properties involved. #

Fee Amount Fee Amount for Properties Listed (37 CFR 3.41): \$

Method of Payment: Enclosed Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number: #

Authorization to charge additional fees: Yes No

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. Charges to deposit account are authorized, as indicated herein.

Becky L. Troutman
Name of Person Signing

Becky L. Troutman
Signature

3/29/01
Date Signed

SECURITY AGREEMENT

THIS SECURITY AGREEMENT (the "Agreement") is given as of the 19th day of December, 2000, from TRENDMASTERS, INC., a Missouri corporation ("Debtor"), to ZCo, LLC (the "Secured Party").

Preliminary Statement. Debtor and Secured Party have entered into an Agreement to Assign Intellectual Property dated _____, 2000 (the "Agreement"), pursuant to which the Debtor has agreed to give Secured Party a security interest in the Intellectual Property, as defined in the Agreement. All capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Debtor and Secured Party agree as follows:

1. Grant of Security Interest. Debtor hereby grants to Secured Party a security interest in all of Debtor's right, title and interest in and to the property described on Schedule I attached hereto (collectively, the "Collateral"), wherever located.
2. Security for Obligations. This Agreement secures the payment and performance of all obligations of Debtor to Secured Party under the Agreement solely with respect to the payment of Royalties (collectively, the "Obligations") pursuant to the terms of the Agreement.
3. Further Assurances. Debtor agrees that from time to time Debtor shall execute and deliver all further instruments and documents, and take all further action, that may be reasonably necessary in order to perfect and protect any security interest granted or purported to be granted hereby or to enable Secured Party to exercise and enforce its rights and remedies hereunder with respect to any Collateral.
4. Secured Party's Duties. The powers conferred on Secured Party hereunder are solely to protect its interest in the Collateral and shall not impose any duty upon it to exercise any such powers. Secured Party shall have no duty as to any Collateral or as to the taking of any necessary steps to preserve rights against other parties or any rights pertaining to any Collateral.
5. Disposition of Collateral. Without the prior consent of the Secured Party, which shall not be unreasonably withheld, Debtor shall not sell or dispose of any material Collateral.
6. Taxes and Claims. The Debtor will promptly pay all taxes and other governmental charges levied or assessed upon or against any Collateral or upon or against the creation, perfection or continuance of the Security Interest, except to the extent such taxes, charges or claims are being contested in good faith by appropriate proceedings.

7. Event of Default. A nonpayment of any Royalty in breach of the terms of the Agreement which remains unpaid for a period of forty-five (45) days after written notice of such default by Secured Party to Debtor shall constitute an event of default hereunder ("Event of Default").

8. Remedies. If any Event of Default shall have occurred:

(a) Secured Party shall have the right to take immediate possession of the Collateral.

(b) Secured Party shall have the right to sell or otherwise dispose of all or any Collateral at public or private sale or sales, with such notice as may be required by law, all as Secured Party, in its reasonable discretion, may deem advisable. Debtor agrees that twenty (20) days written notice to Debtor of any public or private sale or other disposition of such Collateral shall be reasonable notice thereof, and such sale shall be at such locations as Secured Party may reasonably designate in such notice. Secured Party shall not have the right to conduct such sales on any Debtor's premises without Debtor's prior consent. All public or private sales may be adjourned from time to time in accordance with applicable law. Secured Party shall have the right to sell, lease or otherwise dispose of such Collateral, or any part thereof, for cash, credit or any combination thereof, and Secured Party may purchase all or any part of such Collateral at public or, if permitted by law, private sale and, in lieu of actual payment of such purchase price, may set off the amount of such price against the Obligations.

(c) Secured Party may exercise in respect of the Collateral, in addition to other rights and remedies provided for herein and under the Note, all the rights and remedies of a secured party on default under the Code or otherwise available at law or in equity.

(d) All cash proceeds received by the Secured Party in respect of any sale of, collection from, or other realization upon all or any part of the Collateral shall be applied by the Secured Party against all or any part of the Obligations.

9. Debtor's Acknowledgments. The Debtor hereby acknowledges that (a) it has been advised by (or has had full opportunity to avail itself of the advice of) counsel in the negotiation, execution and delivery of this Agreement, and (b) the Secured Party has no fiduciary relationship to the Debtor, the relationship being solely that of debtor and creditor.

10. Notice. Any notice to be given by any party hereunder shall be deemed to have been duly given if the same shall be in writing and shall be delivered personally or sent by certified or registered mail, postage prepaid, and addressed as set forth below:

To the Debtor: Trendmasters, Inc.
611 North 10th Street
St. Louis, MO 63101
Attn: J. Russell Hornsby
Fax #: (314) 231-1810

with a copy (which shall not constitute notice) to:

Greensfelder, Hemker & Gale, P.C.
10 S. Broadway, Suite 2000
St. Louis, Missouri
Attn: Joseph D. Lehrer, Esq.
Fax #: (314) 241-8624

To the Secured Party: ZCo, LLC
Attn: James D. Davis
2001 Park Place, Suite 320
Birmingham, Alabama 35203-4800
Fax #: (205) 324-7684

with a copy (which shall not constitute notice) to:

Harlan S. Abrahams, Esq.
Bennington Johnson & Reeve
2480 Republic Plaza
370 17th Street, Suite 2480
Denver, CO 80202
Fax #: (303) 529-5718

Any party may change the address to which notices are to be addressed by giving the other party notice in the manner herein set forth.

11. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Missouri without giving effect to any choice of law rules thereof.

12. Miscellaneous. No amendment or waiver of any provision of this Agreement nor consent to any departure by Debtor hereto, shall in any event be effective unless the same shall be in writing and signed by the party against whom enforcement of such amendment, waiver or consent is sought, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given. The paragraph and section headings herein are solely for convenience and shall not be deemed to limit or otherwise affect the meaning or construction of any part of this Agreement. This document shall be construed without regard to any presumption or rule requiring construction against the party causing such document or any portion thereof to be drafted. If any provision or provisions of this Agreement shall be unlawful, then such provision or provisions shall be null and void, but the remainder of the Agreement shall remain in full force and effect and be binding on the parties. This Security Agreement shall inure to the benefit of and be binding upon the parties and their successors and assigns.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK - SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, Debtor has caused this Agreement to be executed and delivered by its duly authorized representative as of the date first above written.

Debtor:

TRENDMASTERS, INC.

By *[Signature]*
Name *Hornby*
Title *C. k o.*

Accepted by ZCo, LLC as of this
19th day of December, 2000

By: *[Signature]*
Name: *James D. Davis*
Title: *President*

SCHEDULE 1.1

INTELLECTUAL PROPERTY

U.S. Trademark Registrations and Applications

1. U.S. Trademark Registration No. 2,184,475 for ZOOB, registered August 25, 1998.
2. U.S. Trademark Registration No. 2,239,215 for CITROID, registered April 13, 1999.
3. U.S. Trademark Registration No. 2,229,010 for PRIMORDIAL, registered March 2, 1999.
4. U.S. Trademark Application No. 75/834,274 for ZOOB TUBE, filed October 28, 1999.
5. U.S. Trademark Application No. 75/833,984 for ZOOSDUDE, filed October 28, 1999.
6. U.S. Trademark Application No. 75/833,997 for Design, FILED October 28, 1999.

U.S. and Foreign Patents and Patent Applications

1. U.S. Patent No. 5,897,417, issued April 27, 1999, entitled "Construction System".
2. Australian Patent No. 708568, issued November 18, 1999.
3. Brazilian Patent Application No. PI9611993-4, filed December 11, 1996.
4. Canadian Patent Application No. 2240025, filed December 11, 1996.
6. European Patent Application No. 96945782.9, filed December 11, 1996.
7. Hong Kong Patent Application No. 99103424.2, filed August 9, 1999.
8. Israeli Patent Application No. 124822, filed December 11, 1996.
9. Japanese Patent Application No. 9-522182, filed December 11, 1996.
10. Korean Patent Application No. 98-704375, filed December 11, 1996.
11. Mexican Patent Application No. 984605, filed December 11, 1996.
12. New Zealand Patent No. 330653, issued April 26, 1999.
13. Peoples Republic of China Patent Application No. 96199624.2, filed December 11, 1996.
14. Russian Patent Application No. 98113067, filed December 11, 1996.
15. Singaporean Patent No. 53941, issued October 19, 1999.

U.S. Copyright Registrations

1. U.S. Copyright Registration No. VA: 929-530 for "ZOOB GUIDE"
2. U.S. Copyright Registration No. VA: 929-531 for "ZOOB BOX"

Domain Name and Website Content

1. Domain name: www.zoob.com
2. Content of the website located at www.zoob.com