

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	SECURITY INTEREST
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
JAB Ventures, LLC		04/19/2004	limited liability company: UTAH

RECEIVING PARTY DATA	
Name:	Goldmine Productions, Inc.
Street Address:	11645 Chenault Street
City:	Los Angeles
State/Country:	CALIFORNIA
Postal Code:	90049
Entity Type:	CORPORATION: CALIFORNIA

PROPERTY NUMBERS Total: 1		
Property Type	Number	Word Mark
Registration Number:	2673002	LUMINATOR

CORRESPONDENCE DATA	
Fax Number:	(310)907-2034
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Email:	jsklar@agsk.com
Correspondent Name:	Jeffrey A. Sklar, Esq.
Address Line 1:	1620 26th Street
Address Line 2:	Fourth Floor, North Tower
Address Line 4:	Santa Monica, CALIFORNIA 90404

ATTORNEY DOCKET NUMBER:	13256-204591
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NAME OF SUBMITTER:	Tammy Long
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<p>Total Attachments: 7 source=security agreement#page1.tif source=security agreement#page2.tif source=security agreement#page3.tif source=security agreement#page4.tif source=security agreement#page5.tif</p>

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**SECURITY AGREEMENT
(Personal Property, Trademarks, Copyrights)**

This Security Agreement (this "Agreement") is entered into as of April 19, 2004, by and between JAB Ventures, LLC, a Utah limited liability company ("Borrower"), whose address is 1234 West, South Jordan Parkway, Suite D Upper, South Jordan, Utah 84095, and Goldmine Productions, Inc., a California corporation ("Lender"), whose address is 11645 Chenault St., Los Angeles, CA 90049.

Recitals

A. Lender and Borrower have entered into that certain Asset Purchase Agreement, dated February 16, 2004, as amended (the "Asset Purchase Agreement"), pursuant to which (i) Borrower has issued a promissory note, as of the date hereof, in favor of Lender in the principal amount of \$50,000.00 (the "Note") and (ii) Borrower and Lender have entered into a Royalty Agreement, dated as of the date hereof (the "Royalty Agreement", and collectively with the Asset Purchase Agreement and the Note, the "Obligations").

B. As a condition precedent to entering into and accepting the Obligations, Lender has required Borrower to execute and deliver this Agreement.

Agreement

NOW, THEREFORE, in consideration of the above recitals and the mutual covenants hereinafter set forth, the parties hereto agree as follows:

1. Creation of Security Interest. Borrower hereby assigns, pledges and grants to Lender, a security interest in all of Borrower's right, title and interest in and to the following property of Borrower (collectively, the "Collateral") in each case whether now owned or hereafter acquired by Borrower and wherever located:

(a) All right, title and interest in, to and under the registered trademark LUMINATOR®, Registration No. 2,673,002, as set forth on Schedule 1 attached hereto, and all other statutory or common law rights to the trademark and name LUMINATOR, together with the goodwill of the business symbolized thereby, and all actions and causes of action related to the foregoing and all damages, profits, penalties and other recoveries related thereto other than those causes of actions retained by Lender pursuant to the Asset Purchase Agreement, (b) All rights, title and interest, including all copyrights and copyright registrations, including those copyrights set forth on Schedule 2 attached hereto, and any renewals and extensions thereof, now in the United States or any other country or countries, and all other rights to own, display, license, revise, sell and copy, a certain motion picture work of art known as "Luminator Infomercial", and all actions and causes of action related to the foregoing and all damages, profits, penalties and other recoveries related thereto other than those causes of actions retained by Lender pursuant to the Asset Purchase Agreement, but not including any copyright royalties generated from or arising out of distant signal carriage by cable companies of the copyrights and from secondary transmission by satellite carriers of the copyrights which have been retained by Lender; (c) the master Beta SP tape of the Luminator Infomercial and all copies under Borrower's control, (d) all inventory of Luminator products and accessories in Borrower's possession or under Borrower's control, and (e) all rights under that certain Agreement dated June 26, 2001 between Lender and Brett Stimely; all of the foregoing, whether now owned or hereafter at any time acquired by Borrower and wherever located, and including all products, additions, accessions, replacements and substitutions for any and all of such Collateral; and all books and records of Borrower with respect to all such Collateral; and all proceeds of any Collateral, which includes: (i) whatever is now or hereafter receivable or received by Borrower upon the sale, exchange, collection or other disposition of any item of Collateral, whether voluntary or involuntary, whether such proceeds constitute inventory, intangibles,

equipment or intellectual property or other assets; (ii) any such items which are now or hereafter acquired by Borrower with any proceeds of Collateral hereunder, and (iii) any insurance or payments under any indemnity, warranty or guaranty now or hereafter payable by reason of damage or loss or otherwise with respect to any item of Collateral or any proceeds thereof,

in order to secure the payment and performance of the Secured Obligations (as defined below).

2. Secured Obligations. For purposes of this Agreement, "Secured Obligations" shall mean the following obligations of Borrower to Lender:

Any and all obligations, indebtedness and liabilities, direct or indirect, absolute or contingent, due or to become due, now existing or hereafter arising (including, without limitation, interest accruing during any insolvency or similar proceeding, whether or not an allowed claim in any such proceeding), to Lender hereunder and under the Obligations.

3. Representation and Warranties. Borrower represents and warrants as follows:

(a) Location of Collateral. Borrower's chief executive office is located at 1234 West, South Jordan Parkway, Suite D Upper, South Jordan, Utah 84095 and all records regarding the Collateral are maintained at such address.

(b) Existence and Power. Borrower is a duly formed and validly existing limited liability company in good standing under the laws of the jurisdiction of its formation has the limited liability company power and authority to own its property and assets and to execute and deliver this Agreement and the Obligations.

(c) Enforceability. Each of the Obligations and this Agreement has been duly authorized, executed and delivered by Borrower and constitutes the legal, valid and binding obligation of Borrower enforceable against Borrower in accordance with its respective terms.

(d) No Conflict. The execution, delivery and performance of the Obligations and this Agreement by Borrower and the consummation of the transactions contemplated hereby and thereby will not (i) conflict with or result in a breach of any of the terms and provisions of, or constitute a default (or an event which with the giving of notice or the lapse of time or both would constitute a default) under, any court order or any agreement, indenture, mortgage, deed of trust, equipment lease, instrument or other document to which Borrower is a party or by which it is bound; or (ii) conflict with or require any consent or filing under any law, order, rule or regulation applicable to Borrower of any court or any federal or state government, regulatory body or administrative agency, or any other governmental body having jurisdiction over Borrower or its properties.

4. Covenants. Borrower covenants and agrees that Borrower shall not change its name, identity, or entity structure, move the Collateral or relocate its chief executive office without delivering to Lender written notice of such change at least fifteen (15) business days prior to the change, and such notice shall include a sufficient description of the change to permit Lender to file a revised UCC-1 financing statement.

5. Right to Enter. Following a default or other occurrence which the Lender reasonably believes may impair the Lender's secured position or the Collateral, Lender shall have the right, upon one business days' prior notice, to enter into and upon any premises where any of the Collateral or records with respect thereto are located for the purpose of inspecting the same and protecting Lender's security interest in the Collateral.

6. Further Assurances. Borrower shall execute and file any financing or continuation statements, or amendments thereto, and such other instruments or notices as may be necessary or desirable, which Lender may reasonably request in order to perfect and preserve the perfection and the priority of the security interests granted or purported to be granted under this Agreement. Borrower agrees that, at Lender's option, this

Agreement, or a photocopy hereof, may be filed by Lender as a financing statement, and that Borrower's execution hereof shall constitute the execution by Borrower of a financing statement.

7. Defaults. Borrower shall be in default under this Agreement upon the happening of any one or more of the following events:

(a) Payments. Borrower shall fail to make any payment required under any of the Obligations and all applicable grace periods and opportunities to cure have passed;

(b) Representations and Warranties. Any representation or warranty made by Borrower in this Agreement or the Obligations shall prove to have been untrue, incorrect or misleading in any material respect when made;

(c) Other Covenants. Borrower shall fail to observe or perform any covenant or agreement contained in the Obligations;

(d) Judgment; Levy. Borrower fails to pay and discharge any judgment or levy of any attachment, execution or other process against any all or any portion of the Collateral and such judgment shall not be satisfied or bonded against, or such levy or other process shall not be removed within twenty (20) calendar days after the entry or levy thereof, or at least five (5) calendar days prior to the time of any proposed sale under any such judgment levy; or

(e) Insolvency. Borrower commences or proposes to commence any bankruptcy, reorganization or insolvency proceeding, or other proceeding under any federal, state or other law for the relief of debtors; Borrower fails to obtain the dismissal, within thirty (30) days after the commencement thereof, of any bankruptcy reorganization or insolvency proceeding, or other proceeding under any law for the relief of debtors, instituted by one or more third parties, fails actively to oppose any such proceeding, or, in any such proceeding, defaults or files an answer admitting the material allegations upon which the proceeding was based or alleges its willingness to have an order for relief entered or its desire to seek liquidation, reorganization or adjustment of its debts; or any receiver, trustee or custodian is appointed to take possession of all or any substantial portion of the assets of Borrower, or any committee of Borrower's creditors, or any class thereof, is formed for the purpose of monitoring or investigating the financial affairs of Borrower or enforcing such creditors' rights.

Lender shall have the remedies of a secured party under the California Uniform Commercial Code and may require Borrower to assemble the Collateral and turn it over to Lender at a place designated by Lender. Borrower hereby expressly waives and releases all rights to have any of the Collateral marshaled upon the exercise of any remedies under this Agreement.

8. Costs and Expenses. Borrower agrees to pay on demand all costs and expenses, including legal fees, incurred or paid by Lender in preparing, executing or amending this Agreement, and in exercising its rights and remedies or protecting its interests hereunder or under the Obligations (including without limitation in any workout or in any insolvency proceeding).

9. Notices. All notices, requests and other communications required or permitted to be made hereunder shall, except as otherwise provided, be in writing and may be delivered personally or sent by telegram, telecopy, telex, overnight courier or certified mail, postage prepaid, to the parties addressed as set forth in the first paragraph hereof. Such notices, requests and other communications sent shall be effective upon receipt, unless sent by (i) overnight courier, in which case they shall be effective exactly one (1) business day after deposit with such overnight courier, or (ii) mail, in which case they shall be effective exactly three (3) business days after deposit in the United States mail. Either party may change its address or other information by giving notice thereof to the other party hereto in conformity with this section.

10. Termination of Agreement. This Agreement and the security interests hereunder shall terminate upon the full and final payment in cash and performance of all of the Secured Obligations. Notwithstanding anything to the contrary herein, this Agreement (including all representations, warranties and covenants contained herein) shall continue to be effective or be reinstated, as the case may be, if at any time any amount received by Lender in respect of the Secured Obligations is rescinded or must otherwise be restored or returned by Lender upon or in connection with the insolvency, bankruptcy, dissolution, liquidation or reorganization of Borrower or otherwise, all as though such payment had not been made.

11. Headings. All headings herein are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provision of this Agreement.

12. Waivers, Modifications, Etc. No amendment, modification or waiver of any provision of this Agreement shall be effective unless the same shall be in writing and signed by Lender and Borrower, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

13. Complete Agreement. This Agreement and the agreements referred to herein constitute the entire understanding of the parties with respect to its subject matter.

14. Severability. If any provision of this Agreement shall be unenforceable under any applicable law, then notwithstanding such unenforceability, the remainder of this Agreement shall continue in full force or effect.

15. Successors and Assigns. All rights of Lender hereunder shall inure to the benefit of its successor and assigns. Borrower shall not assign any of its interest under this Agreement without the prior written consent of Lender. Any purported assignment inconsistent with this provision shall, at the option of Lender, be null and void.

16. Choice of Law. This Agreement shall be deemed to have been made, drafted, negotiated and the transactions contemplated hereby consummated and fully performed in the State of California, without regard to the conflicts of law rules thereof.

17. Time of Essence. Time is of the essence of each provision of this Agreement of which time is an element.

18. Survival of Representations and Warranties. All representations, warranties and covenants of Borrower contained herein shall survive the execution and delivery of this Agreement.

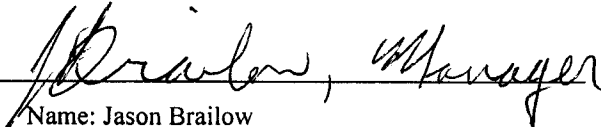
19. Counterparts. This Agreement may be executed in any number of counterparts, and by facsimile, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

20. Further Assurances. At any time and from time to time after the date hereof, each party agrees to cooperate fully with the other party and to execute such further instruments, documents and agreements, and to give such further written assurances, as may be reasonably requested by the other party to better evidence and reflect the transactions described herein and to carry into effect the intents and purposes of this Agreement.


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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers as of the date first above written.

JAB VENTURES, LLC, a Utah limited liability company

By: 
Name: Jason Brailow
Title: Manager

GOLDMINE PRODUCTIONS, INC., a California corporation

By: 
Name: Bruce Gold
Title: President

Schedule 1

Trademarks

<u>Mark</u>	<u>Reg./App. No.</u>	<u>Reg. Date</u>	<u>Class</u>	<u>Goods/Services</u>
LUMINATOR	2,673,002	January 7, 2003	Int'l - 9; US - 21, 23, 26, 36, 38	sunglasses, lenses for sunglasses, clip-on sunglasses

Schedule 2

Copyrights

<u>Copyright</u>	<u>Reg./App. No.</u>
LUMINATOR INFOMERCIAL	Registration filed in US Copyright Office.