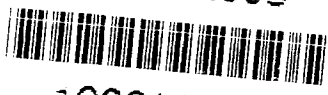




12-01-2003



102611,353

Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings

DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): 11-25-03
 Prolong Super Lubricants, Inc.

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

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

2. Name and address of receiving party(ies)
 Name: St. Cloud Capital Partners, L.P.
 Internal Address: _____
 Street Address: 10866 Wilshire Blvd. Suite 145
 City: Los Angeles State: CA Zip: 90024

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

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

Execution Date: 11/24/03

4. Application number(s) or registration number(s):
 A. Trademark Application No.(s) _____
75/259,832

Additional number(s) attached Yes No

B. Trademark Registration No.(s) _____
See the attached list.


5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: Marissa Song, Esq.
 Internal Address: Latham & Watkins, LLP
 Street Address: 633 West Fifth Street
Suite 4000
 City: Los Angeles State: CA Zip: 90071-2007

6. Total number of applications and registrations involved: **14**

7. Total fee (37 CFR 3.41).....\$ 365.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number: _____

DO NOT USE THIS SPACE

9. Signature.
Rachel Pinto  November 24, 2003
 Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: **12**

11/26/2003 070011 00000033 75259832
01 FC:0521 40.00 CP
02 FC:0522 325.00 BP

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

TRADEMARK
REEL: 002870 FRAME: 0728

(continuation of item 2. of the cover sheet)

First Attachment to Trademark Cover Sheet

**ADDITIONAL NAMES AND ADDRESSES OF RECEIVING PARTIES NOT
REFERENCED ON COVER SHEET**

2. Name: BEDFORD OAK CAPITAL, L.P., a Delaware limited partnership

Address: 100 S. Bedford Road
Mt. Kisco, New York 10549

3. Name: BEDFORD OAK OFFSHORE, LTD, a Cayman Islands company

Address: 100 S. Bedford Road
Mt. Kisco, New York 10549


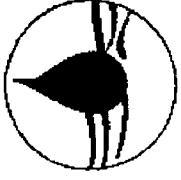
4. Name: ASPEN VENTURES LLC, a New York limited liability company

Address: 210 East 39th Street
New York, New York 10016

SCHEDULE A.

to the Trademark Security Agreement
Debtor: Prolong Super Lubricants, Inc.


U.S. Trademarks of Debtor

DOCKET NO.	TYPE	PATENT NO. ISSUE DATE	SERIAL NO. FILE DATE	CLASS
38634	SPL100	R.N. 2,022,220 Issued 12/10/96	S.N. 75/055,348 Filed 2/7/96	Cl. 4 - Penetrating lubricants for use with and without a spray carrier for lubricating metal parts, namely, hinges, locks, sliding doors, cables, wheels, motorcycle and bicycle chains, bearings, finishing reels, clocks, fire arms, air tools, drilling and tapping machines, hand tools, battery terminals, marine components and ignition systems, corroded locks, bolts, nuts, anchor chains and fasteners. Cl. 1 - Chemical additives to enhance the performance of the following goods: natural and synthetic lubricants, oil and water based cutting fluids, grease and grease additives, penetrating oils, compressor gear and hydraulic oils, transmission lubricants for automatic and manual transmissions, gasoline and diesel fuel conditioners to facilitate scouring and lubrication of engine and engine parts. Cl. 4 - Automotive, marine, industrial and home, natural and synthetic lubricants; oil and water based cutting fluids for use as a cooling lubricant; grease and grease additives for use as a lubricant; penetrating oils; compressor gear and hydraulic oils; transmission lubricants for automatic and manual transmissions; gasoline and diesel fuel conditioners to facilitate scouring and lubrication of engine parts.
38485	NO EQUAL IN THE WORLD & DESIGN 	R.N. 2,129,784 Issued 1/20/98	S.N. 75/055,345 Filed 2/7/96	Cl. 1 - Chemical additives to enhance the performance of the following goods: natural and synthetic lubricants, oil and water based cutting fluids, grease and grease additives, penetrating oils, compressor gear and hydraulic oils, transmission lubricants for automatic and manual transmissions, gasoline and diesel fuel conditioners to facilitate scouring and lubrication of engine and engine parts. Cl. 4 - Automotive, marine, industrial and home, natural and synthetic lubricants; oil and water based cutting fluids for use as a cooling lubricant; grease and grease additives for use as a lubricant; penetrating oils; compressor gear and hydraulic oils; transmission lubricants for automatic and manual transmissions; gasoline and diesel fuel conditioners to facilitate scouring and lubrication of engine parts.
38482	THE ULTIMATE IN PROTECTION & PERFORMANCE	R.N. 2,129,785 Issued 1/20/98	S.N. 75/055,374 Filed 2/7/96	Cl. 1 - Chemical additives to enhance the performance of the following goods: natural and synthetic lubricants, oil and water based cutting fluids, grease and grease additives, penetrating oils, compressor gear and hydraulic oils, transmission lubricants for automatic and manual transmissions, gasoline and diesel fuel conditioners to facilitate scouring and lubrication of engine and engine parts. Cl. 4 - Automotive, marine, industrial and home, natural and synthetic lubricants; oil and water based cutting fluids for use as a cooling lubricant; grease and grease additives for use as a lubricant; penetrating oils; compressor gear and hydraulic oils; transmission lubricants for automatic and manual transmissions; gasoline and diesel fuel conditioners to facilitate scouring and lubrication of engine parts.
38481	OIL DROP LOGO 	R.N. 2,135,230 Issued 2/10/98	S.N. 75/055,375 Filed 2/7/96	Cl. 1 - Chemical additives to enhance the performance of the following goods: natural and synthetic lubricants, oil and water based cutting fluids, grease and grease additives, penetrating oils, compressor gear and hydraulic oils, transmission lubricants for automatic and manual transmissions, gasoline and diesel fuel conditioners to facilitate scouring and lubrication of engine and engine parts. Cl. 4 - Automotive, marine, industrial and home, natural and synthetic lubricants; oil and water based cutting fluids for use as a cooling lubricant; grease and grease additives for use as a lubricant; penetrating oils; compressor gear and hydraulic oils; transmission lubricants for automatic and manual transmissions; gasoline and diesel fuel conditioners to facilitate scouring and lubrication of engine parts.

SCHEDULE A

to the Trademark Security Agreement
Debtor: Prolong Super Lubricants, Inc.

U.S. Trademarks of Debtor

DOCKET NO.	TITLE	PATENT NO. ISSUE DATE	SERIAL NO. FILE DATE	TITLE
38483	PROLONG (stylized) 	R.N. 2,136,576 Issued 2/17/98	S.N. 75/054,318 Filed 2/7/96	Cl. 1 - Chemical additives to enhance the performance of the following goods: natural and synthetic lubricants, oil and water based cutting fluids, grease and grease additives, penetrating oils, compressor gear and hydraulic oils, transmission lubricants for automatic and manual transmissions, gasoline and diesel fuel conditioners to facilitate scouring and lubrication of engine and engine parts. Cl. 4 - Automotive, marine, industrial and home, natural and synthetic lubricants; oil and water based cutting fluids for use as a cooling lubricant; grease and grease additives for use as a lubricant; penetrating oils; compressor gear and hydraulic oils; transmission lubricants for automatic and manual transmissions; gasoline and diesel fuel conditioners to facilitate scouring and lubrication of engine and engine parts.
38480	PROLONG SUPER LUBRICANTS	R.N. 2,136,577 Issued 2/17/98	S.N. 75/054,698 Filed 2/7/96	Cl. 1 - Chemical additives to enhance the performance of the following goods: natural and synthetic lubricants, oil and water based cutting fluids, grease and grease additives, penetrating oils, compressor gear and hydraulic oils, transmission lubricants for automatic and manual transmissions, gasoline and diesel fuel conditioners to facilitate scouring and lubrication of engine and engine parts. Cl. 4 - Automotive, marine, industrial and home, natural and synthetic lubricants; oil and water based cutting fluids for use as a cooling lubricant; grease and grease additives for use as a lubricant; penetrating oils; compressor gear and hydraulic oils; transmission lubricants for automatic and manual transmissions; gasoline and diesel fuel conditioners to facilitate scouring and lubrication of engine and engine parts.
39644	PROLONG	R.N. 2,136,672 Issued 2/17/98	S.N. 75/124,668 Filed 6/24/96	Cl. 1 - Chemical additives to enhance the performance of the following goods: natural and synthetic lubricants, oil and water based cutting fluids, grease and grease additives, penetrating oils, compressor gear and hydraulic oils, transmission lubricants for automatic and manual transmissions, gasoline and diesel fuel conditioners to facilitate scouring and lubrication of engine and engine parts. Cl. 4 - Automotive, marine, industrial and home, natural and synthetic lubricants; oil and water based cutting fluids for use as a cooling lubricant; grease and grease additives for use as a lubricant; penetrating oils; compressor gear and hydraulic oils; transmission lubricants for automatic and manual transmissions; gasoline and diesel fuel conditioners to facilitate scouring and lubrication of engine and engine parts.


TRADEMARK

REEL: 002870 FRAME: 0731

SCHEDULE A.

to the Trademark Security Agreement
 Debtor: Prolong Super Lubricants, Inc.


U.S. Trademarks of Debtor

DOC. NO.	TITLE	PATENT NO. ISSUE DATE	SERIAL NO. FILE DATE	FILE
47490	NO EQUAL IN THE WORLD	R.N. 2,270,653 Issued 08/17/99	S.N. 75/502,455 Filed 6/15/98	Cl. 1 - Chemical additives to enhance the performance of the following goods: natural and synthetic lubricants, oil and water based cutting fluids, grease and grease additives, penetrating oils, motor oil, compressor gear and hydraulic oils, transmission lubricants for automatic and manual transmissions, gasoline and diesel fuel conditioners to facilitate scouring and lubrication of engine and engine parts. Cl. 4 - Automotive, marine, industrial and home, natural and synthetic lubricants; oil and water based cutting fluids for use as a cooling lubricant; grease and grease additives for use as a lubricant; penetrating oils; compressor gear and hydraulic oils; transmission lubricants for automatic and manual transmissions; gasoline and diesel fuel conditioners to facilitate scouring and lubrication of engine and engine parts.
40576	NO EQUAL IN THE WORLD	R.N. 2,358,448 Issued 06/13/00	S.N. 75/501,971 Filed 6/10/98	Cl. 3 - Vehicle and equipment care products, namely, waxes polishes and protectants, waterless cleaners and washes interior cleaners and conditioners, wheel cleaners, glass cleaners, and paint sealants. Cl. 16 - Posters, decals, bumper stickers, decorative stickers, calendars, brochures, pamphlets and newsletters. Cl. 25 - Clothing, namely, t-shirts, shirts, jackets, pants and hats.
49782	TRIGGER SPRAY BOTTLE CONFIGURATION 	R.N. 2,376,247 Issued 08/08/00	S.N. 75/587,802 Filed 11/13/98	Cl. 3 - Vehicle and equipment care products, namely, waxes polishes and protectants, waterless cleaners and washes interior cleaners and conditioners wheel cleaners, glass cleaners, and paint sealants

SCHEDULE A.

to the Trademark Security Agreement
Debtor: Prolong Super Lubricants, Inc.

U.S. Trademarks of Debtor

DOCKET NO.	TITLE	PATENT NO. ISSUE DATE	SERIAL NO. FILE DATE	TITLE
49783	TRIGGER SPRAY BOTTLE BLUE COLOR 	R.N. 2,376,248 Issued 08/08/00	S.N. 75/587,803 Filed 11/13/98	Cl. 3 - Vehicle and equipment care products, namely, waxes polishes and protectants, waterless cleaners and washes interior cleaners and conditioners wheel cleaners, glass cleaners, and paint sealants
51362	PROLONG.COM	R.N. 2,403,649 Issued 11/14/00	S.N. 75/719,405 Filed 6/2/99	Cl. 35 - Computerized online retail store services
46998	PROLONG	R.N. 2,473,968 Issued 07/31/01	S.N. 75/501,972 Filed 6/10/98	Cl. 3 - Vehicle and equipment care products, namely, waxes, polishes and protectants, waterless cleaners and washes, interior cleaners and conditioners, wheel cleaners, glass cleaners, and paint sealants. Cl. 16 - Posters, decals, bumper stickers, decorative stickers, calendars, brochures, pamphlets and newsletters. Cl. 25 - Clothing, namely, t-shirts, shirts, jackets, pants and hats.

Pending U.S. Trademark Applications of Debtor

42387	PROLONG FORMULA ONE	S.N. 75/259,832 Filed 03/19/97	Cl. 4 - Motor oil.
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TRADEMARK SECURITY AGREEMENT

SECURITY AGREEMENT, dated as of November 24, 2003, between **PROLONG SUPER LUBRICANTS, INC.**, a Nevada corporation (the "**Debtor**"), and **ST. CLOUD CAPITAL PARTNERS, LP**, a Delaware limited partnership, acting in the capacity of agent for the benefit of the Purchasers (the "**Collateral Agent**"). The Collateral Agent, the Purchasers and the holders from time of time of any Secured Obligations (as such term is defined in the Pledge and Security Agreement) are each referred to herein as a "**Secured Party**" and are collectively referred to herein as the "**Secured Parties**".

Debtor and the Collateral Agent hereby agree as follows:

SECTION 1. Definitions; Interpretation.

(a) **Terms Defined in Securities Purchase Agreement.** All capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings assigned to them in the Securities Purchase Agreement.

(b) **Certain Defined Terms.** As used in this Agreement, the following terms shall have the following meanings:

"**Collateral**" has the meaning set forth in **Section 2**.

"**Securities Purchase Agreement**" means that certain Securities Purchase Agreement, dated as of even date hereof, by and among Debtor, the Collateral Agent, Prolong International Corporation, a Nevada corporation, Prolong International Holdings Ltd., a Cayman Islands company, Prolong International Ltd., a Cayman Islands company, Bedford Oak Capital, L.P., a Delaware limited partnership, Bedford Oak Offshore, Ltd., a Cayman Islands company, and Aspen Ventures LLC, a New York limited liability company.

"**PTO**" means the United States Patent and Trademark Office.

"**UCC**" means the Uniform Commercial Code as in effect in the State of California.

(c) **Terms Defined in UCC.** Where applicable in the context of this Agreement and except as otherwise defined herein, terms used in this Agreement shall have the meanings assigned to them in the UCC.

(d) **Construction.** In this Agreement, the following rules of construction and interpretation shall be applicable: (i) no reference to "proceeds" in this Agreement authorizes any sale, transfer, or other disposition of any Collateral by Debtor; (ii) "includes" and "including" are

not limiting; (iii) "or" is not exclusive; and (iv) "all" includes "any" and "any" includes "all." To the extent not inconsistent with the foregoing, the rules of construction and interpretation applicable to the Securities Purchase Agreement shall also be applicable to this Agreement and are incorporated herein by this reference.

SECTION 2. Security Interest.

(a) **Grant of Security Interest.** As security for the payment and performance of the Secured Obligations, Debtor hereby collaterally assigns, transfers and conveys to the Collateral Agent, and grants to the Collateral Agent a security interest in, and a mortgage upon, all of Debtor's right, title and interest in, to and under the following property, in each case whether now or hereafter existing or arising or in which Debtor now has or hereafter owns, acquires or develops an interest and wherever located (collectively, the "**Collateral**"):

(i) all state (including common law), federal and foreign trademarks, service marks and trade names, and applications for registration of such trademarks, service marks and trade names (but excluding any application to register any trademark, service mark or other mark prior to the filing under applicable law of a verified statement of use (or the equivalent) for such trademark, service mark or other mark to the extent the creation of a security interest therein or the grant of a mortgage thereon would void or invalidate such trademark, service mark or other mark), all licenses relating to any of the foregoing and all income and royalties with respect to any licenses (including such marks, names and applications as described in Schedule A), whether registered or unregistered and wherever registered, all rights to sue for past, present or future infringement or unconsented use thereof, all rights arising therefrom and pertaining thereto and all reissues, extensions and renewals thereof;

(ii) the entire goodwill of or associated with the businesses now or hereafter conducted by Debtor connected with and symbolized by any of the aforementioned properties and assets;

(iii) all general intangibles and all intangible intellectual or other similar property of Debtor of any kind or nature, associated with or arising out of any of the aforementioned properties and assets and not otherwise described above; and

(iv) all proceeds of any and all of the foregoing Collateral (including license royalties, rights to payment, accounts receivable and proceeds of infringement suits) and, to the extent not otherwise included, all payments under insurance (whether or not the Collateral Agent is the loss payee thereof) or any indemnity, warranty or guaranty payable by reason of loss or damage to or otherwise with respect to the foregoing Collateral.

(b) **Continuing Security Interest.** Debtor agrees that this Agreement shall create a continuing security interest in the Collateral which shall remain in effect until terminated in

accordance with **Section 11**.

SECTION 3. Supplement to Securities Purchase Agreement. This Agreement has been entered into in conjunction with the security interests granted to the Collateral Agent under the Securities Purchase Agreement or other security documents referred to therein. The rights and remedies of the Collateral Agent with respect to the security interests granted herein are without prejudice to, and are in addition to those set forth in the Securities Purchase Agreement or any other security documents referred to therein, all terms and provisions of which are incorporated herein by reference.

SECTION 4. Representations and Warranties. Debtor represents and warrants to the Collateral Agent that:

(a) **Trademarks.** A true and correct list of all of the existing Collateral consisting of U.S. trademarks, trademark registrations or applications owned by Debtor, in whole or in part, is set forth in **Schedule A**.

SECTION 5. Further Acts. On a continuing basis, Debtor shall make, execute, acknowledge and deliver, and file and record in the proper filing and recording places, all such instruments and documents, and take all such action as may be necessary or advisable or may be requested by the Collateral Agent to carry out the intent and purposes of this Agreement, or for assuring, confirming or protecting the grant or perfection of the security interest granted or purported to be granted hereby, to ensure Debtor's compliance with this Agreement or to enable the Collateral Agent to exercise and enforce its rights and remedies hereunder with respect to the Collateral, including any documents for filing with the PTO or any applicable state office; *provided, however*, that in no event shall the Collateral Agent file a document with the PTO indicating an assignment of the Collateral prior to the occurrence and continuance of an Event of Default. The Collateral Agent may record this Agreement, an abstract thereof, or any other document describing the Collateral Agent's interest in the Collateral with the PTO, at the expense of Debtor. In addition, Debtor authorizes the Collateral Agent to file financing statements describing the Collateral in any UCC filing office deemed appropriate by the Collateral Agent. If the Debtor shall at any time hold or acquire a commercial tort claim arising with respect to the Collateral, the Debtor shall immediately notify the Collateral Agent in a writing signed by the Debtor of the brief details thereof and grant to the Collateral Agent in such writing a security interest therein and in the proceeds thereof, all upon the terms of this Agreement, with such writing to be in form and substance satisfactory to the Collateral Agent.

SECTION 6. Authorization to Supplement. If Debtor shall obtain rights to any new trademarks, the provisions of this Agreement shall automatically apply thereto. Debtor shall give prompt notice in writing to the Collateral Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Debtor's obligations under

this **Section 6**, Debtor authorizes the Collateral Agent to modify this Agreement by amending **Schedule A** to include any such new patent or trademark rights. Notwithstanding the foregoing, no failure to so modify this Agreement or amend **Schedule A** shall in any way affect, invalidate or detract from the Collateral Agent's continuing security interest in all Collateral, whether or not listed on **Schedule A**.

SECTION 7. Binding Effect. This Agreement shall be binding upon, inure to the benefit of and be enforceable by Debtor, the Collateral Agent and their respective successors and assigns. Debtor may not assign, transfer, hypothecate or otherwise convey its rights, benefits, obligations or duties hereunder except as specifically permitted by the Securities Purchase Agreement.

SECTION 8. Governing Law. This Agreement shall be governed by, and construed in accordance with, the law of the State of California, except as required by mandatory provisions of law or to the extent the validity, perfection or priority of the security interests hereunder, or the remedies hereunder, in respect of any Collateral are governed by the law of a jurisdiction other than California.

SECTION 9. Entire Agreement; Amendment. This Agreement and the Securities Purchase Agreement, collectively with the Schedules hereto and thereto, contains the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior drafts and communications relating to such subject matter. Neither this Agreement nor any provision hereof may be modified, amended or waived except by the written agreement of the parties, as provided in the Securities Purchase Agreement. Notwithstanding the foregoing, the Collateral Agent unilaterally may re-execute this Agreement or modify, amend or supplement the Schedules hereto as provided in **Section 6** hereof. To the extent that any provision of this Agreement conflicts with any provision of the Securities Purchase Agreement, the provision giving the Collateral Agent greater rights or remedies shall govern, it being understood that the purpose of this Agreement is to add to, and not detract from, the rights granted to the Collateral Agent under the Securities Purchase Agreement.

SECTION 10. 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 but one and the same agreement. Delivery of an executed counterpart of this Agreement by facsimile shall be equally as effective as delivery of a manually executed counterpart. Any party hereto delivering a counterpart of this Agreement by facsimile shall also deliver a manually executed counterpart, but the failure to so deliver a manually executed counterpart shall not affect the validity, enforceability, or binding effect hereof.

SECTION 11. Termination. Upon payment and performance in full of all Secured

Obligations, the security interests created by this Agreement shall terminate and the Collateral Agent (at Debtor's expense) shall promptly execute and deliver to Debtor such documents and instruments reasonably requested by Debtor as shall be necessary to evidence termination of all such security interests given by Debtor to the Collateral Agent hereunder, including cancellation of this Agreement by written notice from the Collateral Agent to the PTO.

SECTION 12. No Inconsistent Requirements. Debtor acknowledges that this Agreement and the other documents, agreements and instruments entered into or executed in connection herewith may contain covenants and other terms and provisions variously stated regarding the same or similar matters, and Debtor agrees that all such covenants, terms and provisions are cumulative and all shall be performed and satisfied in accordance with their respective terms.

SECTION 13. Severability. If one or more provisions contained in this Agreement shall be invalid, illegal or unenforceable in any respect in any jurisdiction or with respect to any party, such invalidity, illegality or unenforceability in such jurisdiction or with respect to such party shall, to the fullest extent permitted by applicable law, not invalidate or render illegal or unenforceable any such provision in any other jurisdiction or with respect to any other party, or any other provisions of this Agreement.

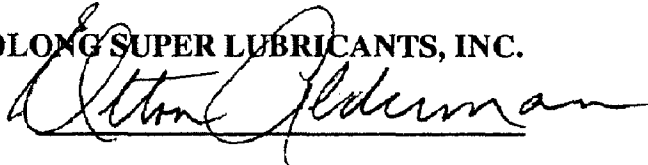
SECTION 14. Notices. All notices and other communications hereunder shall be in writing and shall be mailed, sent or delivered in accordance with the Securities Purchase Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement,
as of the date first above written.

PROLONG SUPER LUBRICANTS, INC.

By:



Name: Elton Alderman

Title: President and Chief Executive Officer

ST. CLOUD CAPITAL PARTNERS, L.P.

By: SCCP, LLC

Its: General Partner

By: _____

Name: Marshall S. Geller

Its: Senior Managing Member

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement, as of the date first above written.

PROLONG SUPER LUBRICANTS, INC.

By: _____

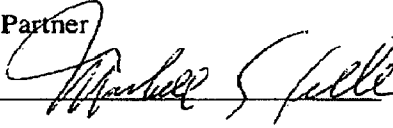
Name: Elton Alderman

Title: President and Chief Executive Officer

ST. CLOUD CAPITAL PARTNERS, L.P.

By: SCCP, LLC

Its: General Partner

By:  _____

Name: Marshall S. Geller

Its: Senior Managing Member

Trademark Security Agreement
