

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Primos, Inc.		10/11/2004	CORPORATION: MISSISSIPPI

RECEIVING PARTY DATA

Name:	Merrill Lynch Business Financial Services Inc.
Street Address:	222 North LaSalle Street, 17th Floor
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60601
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	2757289	HOOCHIE
Registration Number:	2415875	HYPER LIP BUGLE
Registration Number:	2219032	HYPER LIP
Registration Number:	2221752	LIP
Registration Number:	1945472	PRIMOS
Registration Number:	1950826	THE TRUTH
Registration Number:	2781710	TRUTH

CORRESPONDENCE DATA

Fax Number: (312)863-7865

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 312-201-3865

Email: sharon.patterson@goldbergkohn.com

Correspondent Name: Sharon Patterson

Address Line 1: 55 E. Monroe St., Ste. 3700

Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:

4613.041

TRADEMARK

REEL: 002985 FRAME: 0906

OP \$190.00 2757289

NAME OF SUBMITTER:

Sharon Patterson

Total Attachments: 4

source=TM_&_Pat#page1.tif

source=TM_&_Pat#page2.tif

source=TM_&_Pat#page3.tif

source=TM_&_Pat#page4.tif

TRADEMARK AND PATENT MORTGAGE

THIS TRADEMARK AND PATENT MORTGAGE (this "Mortgage"), made as of the 11th day of October 2004 by and between PRIMOS, INC., a Mississippi corporation (the "Customer"), and MERRILL LYNCH BUSINESS FINANCIAL SERVICES INC., a Delaware corporation ("MLBFS").

W I T N E S S E T H

WHEREAS, pursuant to a certain WCMA REDUCING REVOLVERSM LOAN AND SECURITY AGREEMENT No. 535-07M14 executed between the Customer and MLBFS (as amended or otherwise modified from time to time, the "Loan Agreement"), to secure certain obligations, liabilities and indebtedness from time to time owing by the Customer to MLBFS, the Customer has granted to MLBFS a continuing security interest in certain of the Customer's assets, including, without limitation, the Trademarks and Patents (as defined below);

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

1. Incorporation of Loan Agreement Definitions. The Loan Agreement and the provisions thereof are hereby incorporated herein in their entirety by this reference thereto. Capitalized terms used but not defined herein shall have the respective meanings given thereto in the Loan Agreement.

2. Grant and Reaffirmation of Grant of Security Interest. To secure the complete and timely payment and satisfaction of the Obligations, the Customer hereby grants to MLBFS, and hereby reaffirms its prior grant pursuant to the Loan Agreement of, a continuing security interest in the Customer's entire right, title and interest in and to:

(i) all of its trademarks, trademark applications and trademark registrations listed on Schedule A attached hereto, and made a part hereof, and renewals thereof, and all income, royalties, damages and payments now or hereafter due and/or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing, and all rights corresponding to any of the foregoing throughout the world (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the "Trademarks" provided that Trademarks will not include "intent to use" trademark filings until such time as Customer begins to use such trademarks); and

(ii) all of its patents and patent applications listed on Schedule B attached hereto, and made a part hereof, and renewals thereof, and all income, royalties, damages and payments now or hereafter due and/or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing, and all rights corresponding to any of the foregoing throughout the world (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the "Patents").

3. Term. The term of the security interests granted herein shall extend until the Obligations have been paid in full and the Loan Agreement has been terminated in accordance with its terms.


4. Effect on Other Agreements; Cumulative Remedies. Upon the occurrence and during the continuance of any default or Event of Default under the Loan Agreement, MLBFS may exercise any or all of the remedies of a secured party under applicable law and in equity, including but not limited to, the UCC. The Customer acknowledges and agrees that this Mortgage is not intended to limit or restrict in any way the rights and remedies of MLBFS under the Loan Agreement but rather is intended to supplement and facilitate the exercise of such rights and remedies. All of the rights and remedies of MLBFS with respect to the Trademarks and Patents, whether established hereby or by the Loan Agreement, by any other agreements, or by law, shall be cumulative and may be exercised singularly or concurrently.

5. Binding Effect; Benefits. This Mortgage shall be binding upon the Customer and its respective successors and assigns, and shall inure to the benefit of the MLBFS and its successors and assigns.

6. APPLICABLE LAW; SEVERABILITY. THIS MORTGAGE SHALL BE CONSTRUED IN ALL RESPECTS IN ACCORDANCE WITH, AND GOVERNED BY, ALL OF THE PROVISIONS OF THE ILLINOIS UNIFORM COMMERCIAL CODE AND BY THE OTHER INTERNAL LAWS (AS OPPOSED TO CONFLICT OF LAWS PROVISIONS) OF THE STATE OF ILLINOIS, EXCEPT FOR THE PERFECTION AND ENFORCEMENT OF SECURITY INTERESTS AND LIENS IN OTHER JURISDICTIONS, WHICH SHALL BE GOVERNED BY THE LAWS OF THOSE JURISDICTIONS OR, AS APPLICABLE, BY THE LAWS OF THE UNITED STATES OF AMERICA. WHENEVER POSSIBLE, EACH PROVISION OF THIS MORTGAGE SHALL BE INTERPRETED IN SUCH A MANNER AS TO BE EFFECTIVE AND VALID UNDER APPLICABLE LAW, BUT IF ANY PROVISION OF THIS MORTGAGE SHALL BE PROHIBITED BY OR INVALID UNDER APPLICABLE LAW, SUCH PROVISION SHALL BE INEFFECTIVE ONLY TO THE EXTENT OF SUCH PROHIBITION OR INVALIDITY, WITHOUT INVALIDATING THE REMAINDER OF SUCH PROVISIONS OR THE REMAINING PROVISIONS OF THIS MORTGAGE. MLBFS AND CUSTOMER HEREBY EACH EXPRESLY WAIVE ANY AND ALL RIGHTS TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER PARTY AGAINST THE OTHER WITH RESPECT TO THIS AGREEMENT OR ANY TRANSACTIONS WHICH ARE THE SUBJECT MATTER OF THIS AGREEMENT.

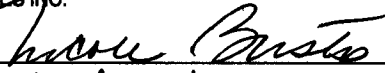
IN WITNESS WHEREOF, the parties hereto have duly executed this Mortgage as of the date first above written.

PRIMOS, INC.

By X 
Its X President

Accepted and Agreed to as of the date first written above:

MERRILL LYNCH BUSINESS FINANCIAL
SERVICES INC.

By 
Its VicePresident

SCHEDULE A

TRADEMARKS

W1
11/22/04

SCHEDULE OF REGISTERED AND PENDING TRADEMARKS

<u>TRADEMARKS</u>		
<u>Trademark Description</u>	<u>U.S. Registration Number</u>	<u>Registration Date</u>
Hoochie	2757289	8/26/2003
Hyper LIP® Bugle	2415875	12/26/2000
Hyper LIP®	2219032	1/19/1999
LIP®	2221752	2/2/1999
Primos®	1945472	1/2/1996
The TRUTH®	1950826	1/23/1996
TRUTH®	2781710	11/11/2003

SCHEDULE B

PATENTS

WB
11/22/04

SCHEDULE OF PATENTS

<u>Title</u>	<u>Patent #</u>	<u>Registration Date</u>	<u>Issued</u>
Adjustable Game Call Apparatus with Moisture Diverter and Precision Tuning System	5910039	6/24/1997	6/8/1999
Adjustable Game Call Apparatus with Moisture Diverter and Precision Tuning System	6234859	6/7/1999	5/22/2001
Game Call Apparatus	5415578	7/14/1994	5/16/1995
Game Call Apparatus	5520567	5/28/1996	5/28/1996
Game Call Volume Chamber	D470068	2/11/2003	2/11/2003
Manually Manipulable Game Call Apparatus	6575804	11/5/2001	6/10/2003
Modular Game Call System	5735725	5/29/1996	4/7/1998
Modular Game Call System	6413140	7/2/2002	7/2/2002
Modular Game Call System	6572430	6/3/2003	6/3/2003
Modular Game Call System	6767270	7/27/20004	7/27/2004