

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
EFFECTIVE DATE:	06/10/2005

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Capper Corporation		06/10/2005	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	MiracleCorp Products
Street Address:	2425 W. Dorothy Lane
City:	Dayton
State/Country:	OHIO
Postal Code:	45439
Entity Type:	CORPORATION: OHIO

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2278019	EQUI-BLOCK

CORRESPONDENCE DATA

Fax Number: (937)443-6635
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 937-443-6817
 Email: trademarks@thompsonhine.com
 Correspondent Name: Rene M. LaForte
 Address Line 1: 2000 Courthouse Plaza, NE
 Address Line 2: 10 W. Second Street
 Address Line 4: Dayton, OHIO 45402

NAME OF SUBMITTER:	Rene M. LaForte
Signature:	/rmlaforte/
Date:	07/07/2005

OP \$40.00 2278019

Total Attachments: 3

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SECURITY AGREEMENT

THIS SECURITY AGREEMENT is being executed as of the 10 day of June, 2005 by CAPPER CORPORATION, a California corporation having its principal office at 23182 Alcalde Drive, Suite F, Laguna Hills, California 92653 ("Capper"), under the following circumstances:

A. Pursuant to an Asset Purchase Agreement of even date herewith between Capper and MiracleCorp Products, an Ohio corporation having its principal place of business at 2425 W. Dorothy Lane, Dayton, Ohio 45439 ("MiracleCorp"), MiracleCorp is acquiring certain business and assets of Capper. The business and assets of Capper that are being acquired by MiracleCorp are those related to Capper's Equi-Block product line (the "Equi-Block Product Line").

B. In connection with its Equi-Block Product Line, Capper owns and has adopted various trademarks including, but not limited to, those listed on Exhibit 1 hereto, and all of the goodwill of the business associated with such trademarks. Under the terms of the Asset Purchase Agreement, assignment of such trademarks to MiracleCorp is to be deferred until the date on which MiracleCorp makes payment in full to Capper of the Deferred Payments, as defined in the Asset Purchase Agreement (such date is hereinafter referred to as the "Effective Date"). Payment in full of the Deferred Payments is scheduled to occur on September 15, 2007, subject to MiracleCorp's right to accelerate such payment.

C. Pending payment in full of the Deferred Payments, MiracleCorp desires to have its security interest in the trademarks listed on Exhibit 1 hereto ("the Trademarks") confirmed by a document identifying same and in such form that it may be recorded in the United States Patent and Trademark Office.

NOW, THEREFORE, with the foregoing background hereinafter deemed incorporated by reference and made a part hereof, and in consideration of the premises and mutual promises herein contained, the parties hereto, intending to be legally bound hereby, covenant and agree as follows:

In consideration of and pursuant to the terms of the Asset Purchase Agreement and for the purpose of securing the obligation of Capper to assign the Trademarks to MiracleCorp in accordance with the Asset Purchase Agreement, Capper hereby grants a security interest to MiracleCorp in all of its present and future right, title and interest in and to the Trademarks, together with all the goodwill associated with and represented by the Trademarks, and the right (but not the obligation) to sue for past, present and future infringements, and the proceeds thereof, including, without limitation, license royalties and proceeds of infringement suits.

Capper hereby covenants and agrees to maintain the registered Trademarks in full force and effect until the earlier of (1) the date on which MiracleCorp makes payment in full to Capper of the Deferred Payments or (2) December 15, 2007.

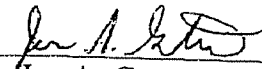
So long as an event of default has not occurred under the Deferred Payment arrangement, MiracleCorp shall have the exclusive right to use the Trademarks and Capper shall not assign, pledge or otherwise transfer title in the trademarks to anyone else.

This Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.

This Agreement shall be governed by and construed in conformity with the laws of the State of California without regard to its otherwise applicable principles of conflicts of laws.

IN WITNESS WHEREOF, CAPPER CORPORATION by its duly authorized officer, does hereby set its hand and seal as of the day and year indicated above.

CAPPER CORPORATION

By: 
Jon A. Gates, President

TRADEMARK

REEL: 003118 FRAME: 0086

EXHIBIT 1 - THE TRADEMARKS

Registered Trademarks

Description

EQUI-BLOCK

Registration Information

U.S. Reg. No. 2,278,019

Common Law Trademarks

PAIN RELIEF PROGRAM OF CHAMPIONS

TOPICAL PAIN RELIEVER OF CHAMPIONS (and logo)



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