

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
Goldline International, Inc.		06/20/2005	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Prudential Capital Partners, L.P.		
Street Address:	Four Embarcadero Center		
Internal Address:	Suite 2700		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94111		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	1040091	GOLDLINE	
Registration Number:	2054211	HIGH POWERED SILVER	
Registration Number:	2054212	HIGH POWERED GOLD	
CORRESPONDENCE DATA			
Fax Number:	(415)393-2286		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	415-393-2000		
Email:	john.connolly@bingham.com		
Correspondent Name:	John Connolly, Bingham McCutchen LLP		
Address Line 1:	Three Embarcadero Center		
Address Line 4:	San Francisco, CALIFORNIA 94111-4067		
NAME OF SUBMITTER:	Mary Dougherty		
Signature:	/Mary Dougherty/		

CH \$90.00 1040091

Date:

09/07/2005

Total Attachments: 6

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**GRANT OF SECURITY INTEREST
(TRADEMARKS, SERVICE MARKS AND TRADE NAMES)
(Senior Subordinated Notes)**

THIS GRANT OF SECURITY INTEREST (TRADEMARKS, SERVICE MARKS AND TRADE NAMES) (Senior Subordinated Notes) is dated as of **June 20, 2005**, between **GOLDLINE INTERNATIONAL, INC.**, a Delaware corporation having its chief executive office at **100 Wilshire Boulevard, Third Floor, Santa Monica, California 90401** (the “**Assignor**”), and **PRUDENTIAL CAPITAL PARTNERS, L.P.**, having a representative office at Four Embarcadero Center, Suite 2700, San Francisco, California 94111 in its capacity as the Collateral Agent on behalf and for the benefit of the Secured Parties (in such capacity, the “**Assignee**”). Capitalized terms used, but not otherwise defined herein, shall have the meanings given to such terms in the Security Agreement (as defined below).

WHEREAS, pursuant to that certain Senior Subordinated Secured Note and Warrant Purchase Agreement, dated as of June 20, 2005 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “**Note Agreement**”), by and between Goldline International, Inc., a Delaware corporation (the “**Company**”), Prudential Capital Partners, L.P. and the other purchasers named therein, the Secured Parties have agreed to make certain extensions of credit to or for the Company’s benefit in the amounts and manner set forth in the Note Agreement and the other Transaction Documents (collectively, the “**Credit**”).

WHEREAS, pursuant to the terms of a Security Agreement (Senior Subordinated Notes), dated as of June 20, 2005 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), in favor of the Collateral Agent on behalf of and for the benefit of the Secured Parties, the Assignor has granted to the Assignee a security interest in all of the Assignor’s right, title and interest, whether presently existing or hereafter arising or acquired, in, to and under all of the Collateral.

WHEREAS, the Secured Parties are willing to make, extend and maintain the Credit to and for the benefit of the Company, but only upon the condition, among others, that the Assignor shall grant a security interest in and assign for security purposes (and not as an absolute assignment) in favor of and to the Assignee, on behalf of and for the benefit of the Secured Parties, in and to, all of Assignor’s right, title and interest in and to all Trademarks (as described below) to secure its payment and performance of the Secured Obligations.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, as collateral security for the prompt and complete payment and performance when due of the Secured Obligations, the Assignor hereby represents, warrants, covenants and agrees as follows:

As security for the full, complete and final payment and performance when due (whether at stated maturity, by acceleration or otherwise) of all the Secured Obligations and in order to induce the Collateral Agent and the Secured Parties to enter into the Note Agreement and the other Transaction Documents and to make, extend and maintain the Credit to and for the benefit of the Company upon the

terms and subject to the conditions thereof, Assignor hereby assigns, conveys, mortgages, pledges, hypothecates and transfers to the Collateral Agent, on behalf of and for the benefit of the Secured Parties, and hereby grants to the Collateral Agent, on behalf of and for the benefit of the Secured Parties, a security interest in and to all of Assignor's respective right, title and interest in, to and under each of the following:

(a) all Trademarks (as defined in the Security Agreement), including, without limitation, each registered trademark, trade name and service mark and each trademark, trade name and service mark application for registration listed on *Schedules A* and *B* hereto, including, without limitation, all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all reissues, continuations, continuations-in-part and renewals thereof; *provided, however*, that the pledge and security interest created hereunder shall specifically exclude "intent-to-use" trademarks at all time prior to the first use thereof, whether by the actual use in commerce, the filing of a statement of use with the U.S. Patent and Trademark Office or otherwise; and

(b) the goodwill of the business connected with the use of, and symbolized by, each Trademark.

The Assignee does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the assignment of and security interest in the Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference.

Following the termination of the Security Agreement in accordance with its terms, the Trademarks and any and all financing statements filed on behalf of the Assignee will be automatically terminated, released, and/or reassigned to the Assignor, and the Assignee will execute such instruments as may be reasonably requested to evidence such termination, release, and/or reassignment.

IN WITNESS WHEREOF, each of the parties has caused this Grant of Security Interest (Trademarks, Service Marks and Trade Names) to be duly executed by its officer(s) thereunto duly authorized as of the date first written above.

ASSIGNOR:

GOLDLINE INTERNATIONAL, INC.,
a Delaware corporation

By:  _____

Printed Name: Mark Albanian

Title: Chief Executive Officer

ASSIGNEE:

PRUDENTIAL CAPITAL PARTNERS, L.P., as
Collateral Agent

**By: Prudential Capital Group, L.P., General
Partner**

By: _____

Printed Name: _____

Title: Vice President

IN WITNESS WHEREOF, each of the parties has caused this Grant of Security Interest (Trademarks, Service Marks and Trade Names) to be duly executed by its officer(s) thereunto duly authorized as of the date first written above.

ASSIGNOR:

**GOLDLINE INTERNATIONAL, INC.,
a Delaware corporation**

By: _____

Printed Name: _____

Title: _____

ASSIGNEE:

**PRUDENTIAL CAPITAL PARTNERS, L.P., as
Collateral Agent**

**By: Prudential Capital Group, L.P., General
Partner**

By:  _____ *or*

Printed Name: Mitchell W. Reed

Title: Vice President

[Signature Page to Grant of Security Interest (Senior Subordinated Notes)]

**TRADEMARK
REEL: 003154 FRAME: 0778**

SCHEDULE A
U.S. TRADEMARKS

REGISTRATION NO.	MARK	REGISTRATION DATE
U.S. Reg. 1,040,091	GOLDLINE	1976-05-25
U.S. Reg. 2,054,211	HIGH POWERED SILVER	1997-04-22
U.S. Reg. 2,054,212	HIGH POWERED GOLD	1997-04-22

SCHEDULE B
PENDING U.S. TRADEMARKS

None.