

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
BOO KOO BEVERAGES, INC.	FORMERLY The Love Factor, Inc.	09/23/2005	CORPORATION: TEXAS
RECEIVING PARTY DATA			
Name:	ORIX VENTURE FINANCE LLC		
Street Address:	1717 Main Street		
Internal Address:	Suite 900		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75201		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	78374349	BOO KOO	
Serial Number:	76575206	LOVE FACTOR	
Serial Number:	76575205	PURE POWER	
Serial Number:	76607376	SHOTX2	
Serial Number:	78383547	MOTO ENERGY	
CORRESPONDENCE DATA			
Fax Number:	(214)758-1550		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	2147581500		
Email:	estafford@pattonboggs.com		
Correspondent Name:	Darren W. Collins		
Address Line 1:	2001 Ross Avenue		
Address Line 2:	Suite 3000; Patton Boggs, LLP		
Address Line 4:	Dallas, TEXAS 75201		

OP \$140.00 78374349

NAME OF SUBMITTER:	Darren W. Collins
Signature:	/Darren W. Collins/
Date:	09/29/2005
Total Attachments: 5 source=BOOKOO#page1.tif source=BOOKOO#page2.tif source=BOOKOO#page3.tif source=BOOKOO#page4.tif source=BOOKOO#page5.tif	

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of September 23, 2005, is made by BOO KOO BEVERAGES, INC. (formerly known as The Love Factor, Inc.) ("Grantor"), in favor of ORIX VENTURE FINANCE LLC, a Delaware limited liability company, as Agent for Lenders ("Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement, dated as of September 23, 2005, by and between Grantor, Agent and the Lenders from time to time party thereto (including all annexes, exhibits and schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Lenders have agreed to make the Loans to Borrower;

WHEREAS, in connection with the Credit Agreement and the other Loan Documents, Grantor shall have executed and delivered to Agent that certain Security Agreement dated as of the date hereof (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Agent this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. **DEFINED TERMS.**

(a) "Trademarks" shall mean all of Grantor's now existing or hereafter acquired right, title and interest in and to all forms of proprietary rights recognized by the government of any state or country with respect to any word, name, logo, symbol or device, or any combination thereof, used as trademarks, service marks, certification marks, collective marks, or other indicia of origin or ownership, and including, without limitation, all common law marks, registered marks, applications therefor, and intent-to-use applications.

(b) "Trademark Licenses" shall mean all of Grantor's now existing or hereafter acquired right, title and interest in and to any agreement: (i) granting any rights in, to, or under any Trademarks, or (ii) otherwise including a waiver of, or any promise or covenant not to bring, a claim of infringement, dilution, or unauthorized use with respect to any Trademarks.

All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** To secure the prompt and complete payment, performance and observance of all of the Obligations, Grantor hereby grants to Agent, for itself and the benefit of Lenders, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Licenses against assignment to which it is a party including those referred to on Schedule I hereto;

(b) all renewals or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

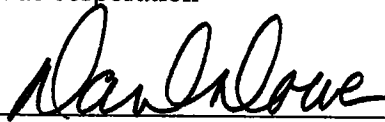
(d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

3. **SECURITY AGREEMENT.** The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, for itself and the benefit of Lenders, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[Remainder of page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

BOO KOO BEVERAGES, INC.
(f/k/a THE LOVE FACTOR, INC.),
a Texas corporation

By: 

Name: Daniel Dower

Title: President

ACKNOWLEDGMENT OF GRANTOR

STATE OF Texas)
) ss.
COUNTY OF Dallas)

On this 23rd day of September, 2005 before me personally appeared Daniel Dower, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of BOO KOO BEVERAGES, INC. (f/k/a The Love Factor, Inc.), who being by me duly sworn did depose and say that he is an authorized officer of said company, that the said instrument was signed on behalf of said company authorized by its board of directors and that he acknowledged said instrument to be the free act and deed of said company.

Sandra Anderson

{seal} Notary Public



SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS

None.

TRADEMARK APPLICATIONS

U.S. Federal Trademark Applications

<u>Mark</u>	<u>Serial No.</u>	<u>Filing Date</u>
BOO KOO	78/374349	29 March 2005
LOVE FACTOR LOGO	76/575206	12-Feb-2004
PURE POWER (Plain Word Mark)	76/575205	12 Feb 2004
SHOTX2	76/607376	17-Aug-2004
MOTO ENERGY	78/383547	12-Mar-2004

TRADEMARK LICENSES

None.