

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
Responsible Consumer Products, LLC		01/11/2006	LIMITED LIABILITY COMPANY: NEVADA
RECEIVING PARTY DATA			
Name:	Mr. Henry J. Gailliot		
Street Address:	One Oxford Centre		
Internal Address:	Suite 3950		
City:	Pittsburgh		
State/Country:	PENNSYLVANIA		
Postal Code:	15219		
Entity Type:	INDIVIDUAL: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2070941	KOVERROOS	
CORRESPONDENCE DATA			
Fax Number:	(412)209-0672		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	4122974900		
Email:	iptrademark@cohenlaw.com		
Correspondent Name:	Thomas C. Wettach, Cohen & Grigsby, P.C.		
Address Line 1:	11 Stanwix Street		
Address Line 2:	15th Floor		
Address Line 4:	Pittsburgh, PENNSYLVANIA 15222		
ATTORNEY DOCKET NUMBER:	3939.0001		
NAME OF SUBMITTER:	Thomas C. Wettach		
Signature:	/Thomas C. Wettach/		

CH \$40.00 2070941

Date:

01/16/2006

Total Attachments: 4

source=gailotpg1#page1.tif

source=gailotpg2#page1.tif

source=gailotpg3#page1.tif

source=gailotpg4#page1.tif

INTELLECTUAL PROPERTY RIGHTS
SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY RIGHTS SECURITY AGREEMENT (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "**Agreement**"), dated as of January 11, 2006, is made by and between RESPONSIBLE CONSUMER PRODUCTS, LLC, a Nevada limited liability company with its principal office located at 5190 Neil Road, Suite 430, Reno, NV 89502 ("**Debtor**"), and HENRY J. GAILLIOT, an individual resident of Pennsylvania with offices at One Oxford Centre, Suite 3950, Pittsburgh, PA 15219 ("**Secured Party**").

RECITALS:

A. Pursuant to that certain Loan Agreement executed this date by and between Debtor and Secured Party (including all exhibits and schedules thereto, and as the same may be amended, restated, supplemented, or otherwise modified from time to time, the "**Loan Agreement**"), Secured Party has agreed to extend certain financial accommodations to or for the benefit of Debtor.

B. Pursuant to the Loan Agreement, Debtor is required to execute and deliver to Secured Party, for the benefit of Secured Party, this Intellectual Property Rights 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, Debtor and Secured Party, intending to be legally bound, hereby agree as follows:

1. Debtor hereby grants to Secured Party a continuing first-priority security interest in all of Debtor's right, title, and interest in, to and under the intellectual property described in Schedule I attached hereto and made a part hereof (collectively, the "**Intellectual Property Collateral**"). Such security interest shall expire upon the payment in full of all amounts due and owing from Debtor to Secured Party pursuant to the Loan Agreement and the Promissory Note of even date herewith in favor of Secured Party executed by Debtor pursuant to the Loan Agreement (the "**Promissory Note**").

2. Debtor shall not enter into any agreement which purports to transfer or assign any interest in the Intellectual Property Collateral to any third party; except that so long as Debtor is not in default under its financial obligations to Secured Party, Debtor may enter into license agreements with respect to the Intellectual Property Collateral in the ordinary course of business. Debtor will not take any action or fail to take any action, and will use its best efforts to prevent any action by any third party, that would adversely affect the validity or enforceability of the rights of the Secured Party in the Intellectual Property Collateral.

3. Debtor shall take all reasonable and necessary action to preserve and maintain Debtor's rights in the Intellectual Property Collateral, including without limitation, making timely filings with the USPTO for renewals and extensions, timely paying maintenance fees and

diligently monitoring unauthorized use of the Intellectual Property Collateral. All expenses incurred in connection with the foregoing shall be borne by Debtor. If the Intellectual Property Collateral is infringed by any third party, Debtor shall notify Secured Party promptly after Debtor learns thereof. At Secured Party's request, if such infringement could reasonably be expected to have a material adverse effect on the value of the Intellectual Property Collateral, Debtor at its sole cost, shall promptly take appropriate actions to stop the infringement and to recover damages for such infringement as shall be appropriate under the circumstances. Nothing in this section shall be construed as limiting Debtor's ability to pursue any activity it deems infringing, with or without Secured Party's acquiescence or concurrence.

4. If Debtor defaults under its obligations to Secured Party pursuant to any of the Loan documents (as defined in the Loan Agreement), Secured Party shall have the right, but not the obligation, to bring suit, at law or in equity, including without limitation a suit for an injunction or a suit seeking specific performance, to enforce its rights pertaining to the Intellectual Property Collateral. If Secured Party shall commence any such suit, Debtor shall cooperate fully to the extent requested by Secured Party in the aid of enforcement. If Secured Party causes the Intellectual Property Collateral to be sold, the proceeds from the sale shall be applied as follows: first, to the payment of all reasonable costs and expenses in connection with the sale; second, to the payment of interest due under all obligations of Debtor to Secured Party; third, to the payment of the principal due under the Promissory Note; and fourth, to Debtor.

5. Debtor waives the posting of any bond or other security that might be required by a court of law prior to the exercise of any of Secured Party's remedies set forth herein.

6. This Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective heirs, personal representatives, successors and permitted assigns.

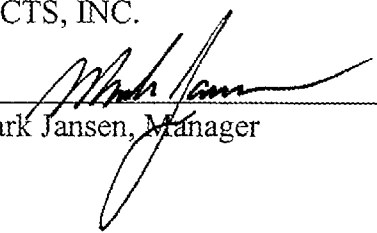
7. To the extent not governed by federal law, this Agreement shall be governed by, and construed and enforced in accordance with, the laws of the Commonwealth of Pennsylvania with respect to contracts between Pennsylvania residents which are to be fully performed in the Commonwealth of Pennsylvania.

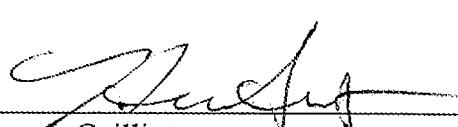
8. This Agreement may be executed in two or more counterparts, each of which is deemed an original but all of which constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Intellectual Property Rights Security Agreement as of the date first set forth above.

RESPONSIBLE CONSUMER
PRODUCTS, INC.

By: _____


Mark Jansen, Manager


Henry J. Gailliot

SCHEDULE I

All right, title and interest of Responsible Consumer Products, LLC ("Debtor") in and to the following:

- (1) All patentable inventions, patent rights, shop rights, letters of patent of the United States or any other country, all right, title, and interest in the foregoing, and all registrations and recordings of the foregoing, including all patent registrations and recordings in the Patent and Trademark Office or in any similar office or agency of the United States, any state, or any foreign country or political subdivision of such a country, relating to the patents described in Schedule II (collectively, the "Patents");
- (2) All trademarks, trade names, trade styles and service marks, and all prints and labels on which said trademarks, trade names, trade styles and service marks have appeared or appear, and all designs and general intangibles of like nature, now existing or hereafter adopted or acquired; all right, title, and interest in the foregoing, all registrations and recordings of the foregoing, including all applications, registrations, and recordings in the Patent and Trademark Office or in any similar office or agency of the United States, any state, or any foreign country or political subdivision of such a country, relating to the trademark described in Schedule II, including any and all goodwill associated therewith (collectively, the "Trademarks");
- (4) All rights of Debtor under any written agreement with respect to the use of any Patents, Trademarks, trade secrets, or proprietary or confidential information, including rights of a licensee or licensor with respect thereto;
- (5) All goodwill, trade secrets, proprietary or confidential information, technical information, procedures, formulas, quality control standards, operating and training manuals, and customer lists with respect to any Patents and Trademarks; and
- (6) All products and proceeds of the foregoing.

SCHEDULE II

Part A (Patents, Including Patent Applications)

<u>Country</u>	<u>Filing Date</u>	<u>Application</u>	<u>Patent No.</u>	<u>Title</u>
U.S.	September 18, 1997	932488	5,837,530	Fitted furniture covers having built-in drainage troughs
U.S.	December 9, 1996	762205	5,694,866	Outdoor furniture covers and covering methods
U.S.	February 4, 1994	391661	5,443,086	Umbrella cover assembly

Part B (Trademarks, Including Trademark Applications)

<u>Country</u>	<u>Description</u>	<u>Serial or Application No.</u>	<u>Application Date</u>
U.S.	KoverRoos	74446611	October 13, 1993