

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
GOLDENWEST LUBRICANTS, INC.		02/15/2006	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	ST. CLOUD CAPITAL PARTNERS, L.P.
Street Address:	10866 Wilshire Boulevard
City:	Los Angeles
State/Country:	CALIFORNIA
Postal Code:	90024
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

PROPERTY NUMBERS Total: 14

Property Type	Number	Word Mark
Registration Number:	2136672	PROLONG
Registration Number:	2022220	SPL100
Registration Number:	2136577	PROLONG SUPER LUBRICANTS
Registration Number:	2136576	PROLONG
Registration Number:	2403649	PROLONG.COM
Registration Number:	2270653	NO EQUAL IN THE WORLD
Registration Number:	2135230	
Registration Number:	2129784	NO EQUAL IN THE WORLD
Registration Number:	2129785	THE ULTIMATE IN PROTECTION & PERFORMANCE
Registration Number:	2376248	
Registration Number:	2376247	
Registration Number:	2473968	PROLONG
Registration Number:	2358448	NO EQUAL IN THE WORLD

CH \$365.00 2136672

Serial Number:

78380391

PRISTINE

CORRESPONDENCE DATA

Fax Number: (310)203-0567

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

Phone: 310.203.8080

Email: trademarkdocket@jmbm.com

Correspondent Name: Bernard R. Gans, Esq.

Address Line 1: 1900 Avenue of the Stars, 7th Floor

Address Line 4: Los Angeles, CALIFORNIA 90067-4308

ATTORNEY DOCKET NUMBER:

66643-0001-0007

NAME OF SUBMITTER:

Bernard R. Gans

Signature:

/Bernard R. Gans/

Date:

05/24/2006

Total Attachments: 3

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TRADEMARK SECURITY AGREEMENT

On this 15th day of February, 2006, GOLDENWEST LUBRICANTS, INC., a California corporation (together with its successors and assigns, "Debtor"), with its principal place of business and mailing address at 1937 Mt. Vernon Avenue, Pomona, California 91768, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, grants to and ST. CLOUD CAPITAL PARTNERS, L.P., a Delaware limited partnership (together with its successors and assigns, "Secured Party"), as collateral agent for itself and for Bedford Oak Capital, L.P., Bedford Oak Offshore, Ltd., and Aspen Ventures LLC, having a mailing address of 10866 Wilshire Boulevard, Los Angeles, California 90024, a continuing security interest in the following property:

(i) Each Trademark, Trademark registration and Trademark application listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such Trademark, Trademark registration and Trademark application; and

(ii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages (to the extent not effectively prohibited by an applicable and legally enforceable license agreement) by reason of past, present or future infringement of any Trademark or Trademark registration listed in Schedule A hereto or by reason of injury to the goodwill associated with any such Trademark or Trademark registration or Trademark license, in each case together with the right to sue for and collect said damages:

to secure performance of all Secured Obligations of Debtor as described or referred to in that certain Security Agreement dated as of February 15, 2006, by and between Debtor and Secured Party (the "Agreement").

Debtor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Trademarks, Trademark registrations and Trademark applications made and granted hereby are more fully set forth in the Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

All terms defined in the Agreement, whether by reference or otherwise, when used herein, shall have their respective meanings set forth therein, unless the context requires otherwise. This Trademark Security Agreement may be executed and delivered in counterparts, including by facsimile transmission.


IN WITNESS WHEREOF, Debtor has caused this Trademark Security Agreement to be duly executed as of the date and year first written above.

DEBTOR:

GOLDENWEST LUBRICANTS, INC.

By: 

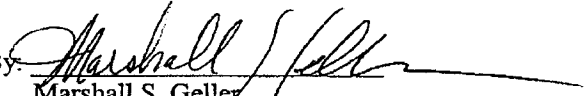
Daniel Griffiths, President

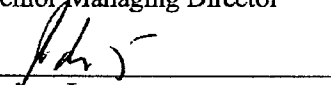


SECURED PARTY:

ST. CLOUD CAPITAL PARTNERS, L.P.
as Collateral Agent for Secured Creditors

By: SCGP, LLC, general partner

By: 
Marshall S. Geller
Senior Managing Director

By: 
Robert Lautz
Managing Director

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Schedule A

MARK	SERIAL NO/ REG. NO.	COUNTRY/ JURISDICTION	STATUS
Prolong	R.N. 2,136,672	U.S. Federal	Registered
SPL100	R.N. 2,022,220	U.S. Federal	Registered
Prolong Super Lubricants	R.N. 2,136,577	U.S. Federal	Registered
Prolong & Design	R.N. 2,136,576	U.S. Federal	Registered
Prolong.com	R.N. 2,403,649	U.S. Federal	Registered
No Equal in the World	R.N. 2,270,653	U.S. Federal	Registered
Oil Drop Logo	R.N. 2,135,230	U.S. Federal	Registered
No Equal in the World (Word Mark)	R.N. 2,129,784	U.S. Federal	Registered
The Ultimate in Protection and Performance	R.N. 2,129,785	U.S. Federal	Registered
Bottles or Jugs with Pumps or Sprayers, Including Atomizers	R.N. 2,376,248	U.S. Federal	Registered
Bottles or Jugs with Pumps or Sprayer, Including Atomizers	R.N. 2,376,247	U.S. Federal	Registered
Prolong (ITU)	R.N. 2,473,968	U.S. Federal	Registered
Pristine	S.N. 78,380,391	U.S. Federal	Pending
No Equal in the World	R.N. 2,358,448	U.S. Federal	Registered

