

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
Graebel Companies, Inc.		03/01/2007	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	LASALLE BUSINESS CREDIT, LLC		
Street Address:	135 South LaSalle Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	LIMITED LIABILITY COMPANY:		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3018332	MOVE CLUB OF AMERICA	
Registration Number:	2985328	THE POWER OF ONE	
CORRESPONDENCE DATA			
Fax Number:	(314)259-2020		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	314-259-2000		
Email:	ndcollora@bryancave.com		
Correspondent Name:	Daniel A. Crowe		
Address Line 1:	211 North Broadway, Suite 3600		
Address Line 4:	St. Louis, MISSOURI 63102-2750		
ATTORNEY DOCKET NUMBER:	C027591/0206749		
NAME OF SUBMITTER:	Daniel A. Crowe		
Signature:	/Daniel A. Crowe/		
Date:	03/15/2007		

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Total Attachments: 7

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EXHIBIT B-1

GRANT OF SECURITY INTEREST IN TRADEMARKS AND PATENTS

WHEREAS, GRAEBEL COMPANIES, INC., a Delaware corporation ("**Grantor**") is the owner of all right, title and interest in and to the trademarks, trademark registrations, trademark applications, patents, and any and all goodwill associated therewith, set forth on Schedule A and Schedule B attached hereto; and

WHEREAS, LASALLE BUSINESS CREDIT, LLC having its principal offices at 135 South LaSalle Street, Chicago, Illinois 60603, as agent (the "**Grantee**"), desires to acquire a security interest in, and lien on, all of Grantor's right, title and interest in and to Grantor's trademarks, trademark registrations, trademark applications, patents, and any and all goodwill associated therewith; and

WHEREAS, the Grantor is willing to assign and grant to the Grantee a security interest in and lien upon the trademarks, trademark registrations, trademark applications, patents, and any and all goodwill associated therewith, described above.

NOW, THEREFORE, for good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, and subject to the terms and conditions of the Trademark, Patent and Copyright Security Agreement, dated as of MARCH 1, 2007, among the Grantor, its affiliates and the Grantee (as amended from time to time, the "**Security Agreement**"), the Grantor hereby assigns and grants to the Grantee a security interest in, and a lien upon, all of Grantor's right, title and interest in and to (i) all of Grantor's right, title and interest in and to the trademarks, trademark registrations, trademark applications, and any and all goodwill associated therewith (the "**Marks**") set forth on Schedule A attached hereto, (ii) all of Grantor's rights, title and interest in and to the patents (the "**Patents**") set forth on Schedule B attached hereto, in each case together with (iii) all Proceeds (as such term is defined in the Security Agreement) of the Marks, (iv) all of the goodwill of the businesses with which the Marks are associated, and (v) all causes of action, past, present and future, for infringement, misappropriation, or dilution of any of the Marks and/or Patents or unfair competition regarding the same.

This GRANT OF SECURITY INTEREST is made to secure the satisfactory performance and payment of all the Liabilities (as such term is defined in the Security Agreement) of the Grantor and shall be effective as of the date of the Security Agreement.

This Grant of Security Interest has been granted in conjunction with the security interest granted to Grantee under the Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant of Security Interest are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

IN WITNESS WHEREOF, the undersigned have executed this Grant of Security Interest as of the 1st day of MARCH, 2007.

GRANTOR:

GRAEBEL COMPANIES, INC.,
a Delaware corporation

By: William H Graebel
William H. Graebel, President

AGENT:

LASALLE BUSINESS CREDIT, LLC,
a Delaware limited liability company, as Agent

By: _____
Michael S. Salela, First Vice President

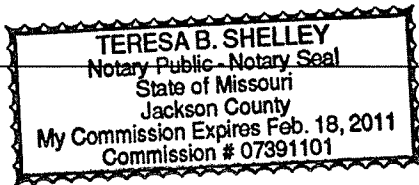
STATE OF Missouri)
COUNTY OF Jackson)

On this 27th day of February, 2007, before me personally came William H. Graebel, to me known, who, being by me duly sworn did depose and say that he is the President of GRAEBEL COMPANIES, INC., a Delaware corporation, the company described in and which executed the foregoing instrument, and that he signed his name thereto by like order.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Teresa B Shelley
Notary Public

My Commission Expires: _____



STATE OF _____)
COUNTY OF _____)

On this ____ day of _____, 2007, before me personally came Michael S. Salela, to me known, who, being by me duly sworn did depose and say that he is a First Vice President of LASALLE BUSINESS CREDIT, LLC, the company described in and which executed the foregoing instrument and that she signed his name thereto by like order.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Notary Public

My Commission Expires: _____

IN WITNESS WHEREOF, the undersigned have executed this Grant of Security Interest as of the ____ day of _____, 2007.

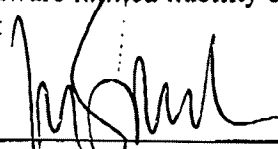
GRANTOR:

GRAEBEL COMPANIES, INC.,
a Delaware corporation

By: _____
William H. Graebel, President

AGENT:

LASALLE BUSINESS CREDIT, LLC,
a Delaware limited liability company, as
Agent

By:  _____
Michael G. Salela, First Vice President

STATE OF _____)
)
COUNTY OF _____)

On this ____ day of _____, 2007, before me personally came William H. Graebel, to me known, who, being by me duly sworn did depose and say that he is the President of GRAEBEL COMPANIES, INC., a Delaware corporation, the company described in and which executed the foregoing instrument, and that he signed his name thereto by like order.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Notary Public

My Commission Expires: _____

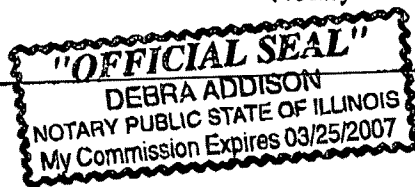
STATE OF Illinois)
)
COUNTY OF Cook)

On this 6th day of March, 2007, before me personally came Michael S. Salela, to me known, who, being by me duly sworn did depose and say that he is a First Vice President of LASALLE BUSINESS CREDIT, LLC, the company described in and which executed the foregoing instrument and that she signed his name thereto by like order.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Debra Addison
Notary Public

My Commission Expires: _____



SCHEDULE A

TRADEMARKS

TRADEMARK	APPLICATION AND/OR REGISTRATION NO.	REGISTRATION DATE
Move Club of America	3,018,332	11/22/2005
The Power of One	2,985,328	8/16/2005

SCHEDULE B

PATENTS

None