

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
OUAF Enterprises, LLC		01/01/2007	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	TX-OUAF Investments, LLC
Composed Of:	COMPOSED OF Aerus Holdings, L.L.C., its Sole Member
Street Address:	5420 LBJ Freeway, Suite 800
City:	Dallas
State/Country:	TEXAS
Postal Code:	75240
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	2933456	ONCE UPON A FAMILY
Registration Number:	2696157	CHILDHOOD CHERISHED
Serial Number:	77065073	LIVE, LAUGH, LOVE...CLUB
Serial Number:	77065068	CHAOS TO CONNECTIONS
Serial Number:	77065050	LESSONS FOR LITTLE ONES
Serial Number:	77091082	SHOW OF HANDS
Serial Number:	77118618	SHOW
Serial Number:	77091108	

CORRESPONDENCE DATA

Fax Number: (214)378-4076
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 2143784083
 Email: jmcloud@aerusonline.com

OP \$215.00 2933456

Correspondent Name: Jennifer McCloud
Address Line 1: 5420 LBJ Freeway, Suite 800
Address Line 4: Dallas, TEXAS 75240

NAME OF SUBMITTER:	Lorle Campos
Signature:	/lorle campos/
Date:	04/11/2007

Total Attachments: 7

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AGREEMENT (Trademark)

THIS AGREEMENT (TRADEMARK), dated as of January 1, 2007 (this “**Agreement**”), is by and between **OUAF ENTERPRISES, LLC**, a Delaware limited liability company (“**Borrower**”), and **TX-OUAF INVESTMENTS, LLC**, a Delaware limited liability company (“**Lender**”).

WITNESSETH:

WHEREAS, Borrower and Lender have entered into that certain Secured Credit Agreement of even date herewith (as the same may be amended or modified from time to time, the “**Secured Credit Agreement**”) pursuant to which Lender has agreed to make certain Loans (as defined in the Secured Credit Agreement) to Borrower; and

WHEREAS, in connection with the Secured Credit Agreement, Borrower has executed and delivered to Lender that certain Security Agreement, dated as of January 1, 2007 (as amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”); and

WHEREAS, as a condition precedent to the making of the Loans under the Secured Credit Agreement, Borrower is required to execute and deliver this Agreement and to grant to Lender a continuing security interest in all of the Trademark Collateral (as defined below) to secure all Liabilities; and

WHEREAS, Borrower has duly authorized the execution, delivery and performance of this Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in order to induce Lender to make Loans and other extensions of credit pursuant to the Secured Credit Agreement, Borrower agrees, for the benefit of Lender, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the respective meanings provided, or provided by reference, in the Security Agreement.

SECTION 2. Grant of Security Interest. To secure the prompt and complete payment, performance and observance of all of the Liabilities, Borrower does hereby mortgage, pledge and grant to Lender a continuing security interest in, all of the following property (the “**Trademark Collateral**”), whether now or hereafter owned, existing or arising:

- (a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade dress, service marks, certification marks, collective marks, logos, other sources of business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of a like nature (each of the foregoing items in this clause (a) being called a “**Trademark**”), now

existing anywhere in the world or hereafter adopted or acquired, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or any foreign country, including those referred to in Attachment 1 hereto;

(b) all Trademark licenses, including each Trademark license referred to in Attachment 1 hereto;

(c) all reissues, extensions or renewals of any of the items described in clauses (a) and (b);

(d) all of the goodwill of the business connected with the use of, and symbolized by the items described in clauses (a) and (b); and

(e) all proceeds of, and rights associated with, the foregoing, including any claim by Borrower against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration, or Trademark license, including any Trademark, Trademark registration or Trademark license referred to in Attachment 1 hereto, or for any injury to the goodwill associated with the use of any Trademark or for breach or enforcement of any Trademark license.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by Borrower for the purpose of registering the security interest of Lender in the Trademark Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to Lender under the Security Agreement. The Security Agreement (and all rights and remedies of Lender thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Security Interest. Upon payment in full of all Liabilities and the termination of the Commitment, Lender shall, at Borrower's expense, execute and deliver to Borrower all instruments and other documents as may be necessary or proper to release the lien on and security interest in the Trademark Collateral which has been granted hereunder.

SECTION 5. Acknowledgment. Borrower does hereby further acknowledge and affirm that the rights and remedies of Lender with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 6. Related Document, etc. This Agreement is a Related Document executed pursuant to the Secured Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Secured Credit Agreement.

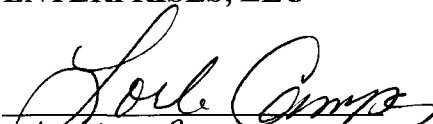
SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

[remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

BORROWER:

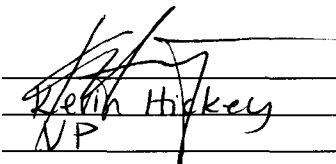
OUAF ENTERPRISES, LLC

By: 
Name: Lorie Campos
Its: CEO

17252 Armstrong Avenue Suite B
Irvine, California 92614

LENDER:

TX-OUAF INVESTMENTS, LLC

By: 
Name: Kevin Hickey
Its: VP

5420 LBJ Freeway, Suite 800
Dallas, Texas 75240
Facsimile: (214) 378-4000
Telephone: (214) 378-4076

STATE OF Texas)
)
COUNTY OF Dallas) SS.

I, Jennifer K. McCloud a notary public in and for said County, in the State of aforesaid, DO HEREBY CERTIFY that Lorle Campos, personally known to me to be the CEO of OUAF ENTERPRISES, LLC, a Delaware limited liability company, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as such officer of said corporation on behalf of said limited liability company pursuant to authority given on behalf of said limited liability company as such person's free and voluntary act, and as the free and voluntary act and deed of said corporation and limited liability company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 6th day of April, 2007.



Jennifer K McCloud
Notary Public

My Commission Expires:
11-29-2009

STATE OF Texas)
)
COUNTY OF Dallas) SS.

I, Jennifer K McCloud, a notary public in and for said County, in the State of aforesaid, DO HEREBY CERTIFY that Kevin Hickey personally known to me to be the VP of TX-OUAF INVESTMENTS, LLC, a Delaware limited liability company, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as such officer of said corporation on behalf of said limited liability company pursuant to authority given on behalf of said limited liability company as such person's free and voluntary act, and as the free and voluntary act and deed of said corporation and limited liability company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 9th day of April, 2007.



Jennifer K McCloud
Notary Public

My Commission Expires:
11-29-2009

**ATTACHMENT 1
to
Agreement (Trademark)**

TRADEMARK

REGISTRATION NO./SERIAL NO.

ONCE UPON A FAMILY	2933456
CHILDHOOD CHERISHED	2696157
LIVE, LAUGH, LOVE...CLUB	77065073
CHAOS TO CONNECTIONS	77065068
LESSONS FOR LITTLE ONES	77065050
SHOW OF HANDS	77091082
SHOW (Stylized)	77118618
The Show of Hands Design (Stylized)	77091108