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To the Director of the U. S. Patent and Trademark Office, or to the address(es) of the new address(es) below.

10.1.07

1. Name of conveying party(ies):

Empire Design Company LLC
(Formerly SECTION, INC)

- Individual(s)
- General Partnership
- Corporation- State: Colorado
- Other _____
- Association
- Limited Partnership

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance)/Execution Date(s) :

Execution Date(s) September 13, 2007

- Assignment
- Security Agreement
- Other Security Interest
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Gateway Trade Finance, LLC

Internal _____

Address: _____

Street Address: 801 W. Riverside Ave., suite 444

City: Spokane

State: Washington

Country: USA Zip: 99201

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship USA
- Corporation Citizenship _____
- Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

10/02/2007 DBYRNE 00000024 2995803

01 FC:8581

40.00 DP

B. Trademark Registration No.(s)

2995803

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Greg Strate

Internal Address: c/o Gateway Trade Finance, LLC

Street Address: 801 W Riverside Ave, suite 444

City: Spokane

State: WA Zip: 99201

Phone Number: 509-624-6385

Fax Number: 509-456-4641

Email Address: g.strate@gatewaytradefinance.com

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 2.6(b)(6) & 3.41)

\$ 40.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number _____
Authorized User Name _____

9. Signature:

Greg Strate
Signature

09/13/07
Date

Greg Strate
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 1

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

SECURITY AGREEMENT

THIS AGREEMENT is entered into this 13 day of September, 2007, by and between Gateway Trade Finance LLC (hereinafter "Gateway"), of Spokane, Washington 99201, a Washington limited liability corporation, and Empire Design Co., LLC Jr. (hereinafter "EMPIRE"), of Boulder, Colorado 80302 ~~California, 92627~~

1. RECITALS

- 1.1. EMPIRE is the owner of rights in the Trademark SECTION worldwide - the trademark SECTION (USPTO Registration No. 2995803).
- 1.2. EMPIRE is indebted to GATEWAY and all present and future monies owed by EMPIRE to GATEWAY shall hereinafter be referred to as the "GATEWAY Debt". EMPIRE desires to secure the performance of its indebtedness to GATEWAY by granting to GATEWAY a perfected security interest in the SECTION trademark.

Now therefore, in return for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

2. GRANT AND SECURITY INTEREST

- 2.1 EMPIRE hereby grants to GATEWAY a security interest in all of his rights in the Trademark and the goodwill associated therewith in the registration described in paragraph 1.

3. DEFAULT

- 3.1 Breach of any term of this Security Agreement shall constitute default.
- 3.2 EMPIRE's non-payment of any or all of the GATEWAY Debt when due.

4. RIGHTS UPON DEFAULT

- 4.1 This security interest is to secure EMPIRE'S performance to pay the GATEWAY Debt. Should EMPIRE be in default as defined above, GATEWAY shall have the right to demand a public auction and sale to the highest bidder of the Trademark and the goodwill associated therewith. If

GATEWAY is the successful bidder at such auction and sale, it shall have the right to set off EMPIRE'S obligation to pay the GATEWAY Debt against its successful bid. If GATEWAY is not the successful bidder, EMPIRE agrees to satisfy his obligation to pay the GATEWAY Debt to GATEWAY out of the proceeds received from said sale.

5. TERMINATION

5.1 Upon full payment of all of the GATEWAY Debt, GATEWAY will release all of its security interests in the Trademark and goodwill associated therewith. In such event, GATEWAY agrees to execute all documents and take all other action requested by EMPIRE to release GATEWAY's security interest in the trademark and goodwill associated therewith.

6. SUCCESSORS AND ASSIGNS

6.1 This Agreement shall be binding on the parties, their successors and assigns.

7. GOVERNING LAW

7.1 This Agreement shall be governed by the State of Washington.

7.2 In the event that either party brings any legal proceeding to enforce or interpret any provision herein, the party that substantially prevails in such legal proceeding shall be entitled to have its reasonable attorney's fees and costs, including fees and costs of appeal, paid by the other party. In recognition of the costs and delays associated therewith, the parties agree to waive their respective rights to a jury trial in all cases related to enforcement of the Agreement.

Executed this 13th day of September, 2007.

ASSIGNEE: (Secured Party)

Gateway Trade Finance, LLC

By *Greg Harte*
Its *SVP*

ASSIGNOR: (Obligor)

Empire Design Co., Inc.

By *D. Burt*
Its *PRESIDENT*

13/09/07 10:00:00 AM