



RECORDER
TRADEMARK OFFICE
103461139

11-13-07

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

TESLAR INSIDE CORPORATION

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

Citizenship (see guidelines) USA

Additional names of conveying parties attached? Yes No

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

Execution Date(s) 10/23/07

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

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: WACHOVIA BANK, NATIONAL ASSOCIATION

Internal

Address: _____

Street Address: 225 WATER STREET

City: JACKSONVILLE

State: FLORIDA

Country: USA

Zip: 32202

- Association
- General Partnership
- Limited Partnership
- Corporation
- 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)

B. Trademark Registration No.(s)

2602864; 885,575

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):
2602864 - PHILIP STEIN; 885,575 - PHILIP STEIN

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

Name: ANGELO & BANTA, P.A.

Internal Address: _____

Street Address: 515 EAST LAS OLAS BOULEVARD,
SUITE 850

City: FORT LAUDERDALE

State: FLORIDA

Zip: 33301

Phone Number: 954-766-9930

Fax Number: 954-766-9931

Email Address: PMH@ANGELOLAW.COM

6. Total number of applications and registrations involved:

2

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 65.00

- 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 11/14/2007 11/14/2007 11/14/2007 11/14/2007

b. Deposit Account Number _____ 40.00 OP
Authorized User Name _____ 25.00 OP

9. Signature:

Philip M Hamrick
Signature

11/7/07
Date

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 5

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

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

Trademarks, Trademark Applications and Trademark Licenses

Trademark	Trademark Registration Number	Country
PHILIP STEIN	2602864	United States
PHILIP STEIN	885,575	Australia
PHILIP STEIN	885,575	Benelux
PHILIP STEIN	885,575	European Community
PHILIP STEIN	885,575	Japan
PHILIP STEIN	885,575	North Korea
PHILIP STEIN	885,575	Singapore
PHILIP STEIN	885,575	United Kingdom
PHILIP STEIN	3187112	United States
PHILIP STEIN	300588844	Hong Kong
PHILIP STEIN	300808209	Hong Kong

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of October 23, 2007, by TESLAR INSIDE CORPORATION, a Florida corporation (the "Grantor"), in favor of WACHOVIA BANK, NATIONAL ASSOCIATION (in such capacity, the "Lender").

RECITALS

A. The Grantor has entered into a Loan Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement") with Lender, pursuant to which such Lender has agreed to make a revolving loan to Grantor in the principal face amount of \$3,000,000.00 (the "Loan") for the purposes set forth in the Loan Agreement.

B. The Grantor has entered into a Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement") with the Lender pursuant to which certain obligations owed to the Lender are secured.

C. Pursuant to the Security Agreement, the Grantor is required to execute and deliver to the Lender, this Agreement.

D. Pursuant to the terms of the Security Agreement, Grantor has granted to the Lender, a security interest in substantially all the assets of the Grantor, including all right, title and interest of the Grantor in, to and under all now owned and hereafter acquired trademarks, trademark applications and trademark licenses, and all products and proceeds thereof, to secure the payment of all amounts owing by the Grantor under the Loan Agreement.

In consideration of the mutual agreements set forth herein and in the Loan Agreement, the Grantor does hereby grant to the Lender, a continuing security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired:

- (1) each trademark and trademark application, including, without limitation, each trademark and trademark application referred to in Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (2) each trademark license, including, without limitation, each trademark license listed on Schedule 1 annexed hereto, together with all goodwill associated therewith;
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement of any trademark, including, without limitation, any trademark referred to in Schedule 1 annexed hereto, any trademark issued pursuant to a trademark

application referred to in Schedule 1 and any trademark licensed under any trademark license listed on Schedule 1 annexed hereto (items 1 through 3 being herein collectively referred to as the "Trademark Collateral").

This security interest is granted in conjunction with the security interests granted to the Lender pursuant to the Security Agreement and subject to limitations set forth therein. The Grantor hereby acknowledges and affirms that the rights and remedies of the Lender with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. Capitalized terms used but not defined herein have the respective meanings ascribed thereto in the Security Agreement.

[Signature page follows]

