

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
EFFECTIVE DATE:	10/15/2007

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Ralph W. Lagergren		10/15/2007	INDIVIDUAL:
Gary Griffin		10/15/2007	INDIVIDUAL:
Rageball 5, LLC		10/15/2007	LIMITED LIABILITY COMPANY: KANSAS

RECEIVING PARTY DATA

Name:	Hendricks Holding Company, Inc.
Street Address:	655 Third Street
Internal Address:	Suite 303
City:	Beloit
State/Country:	WISCONSIN
Postal Code:	53511
Entity Type:	CORPORATION: WISCONSIN

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	3248274	RAGEBALL 5

CORRESPONDENCE DATA

Fax Number: (256)539-6024
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 2565396000
 Email: tburkett@leo-law.com
 Correspondent Name: Todd Burkett
 Address Line 1: 200 Randolph Ave, Ste 200
 Address Line 4: Huntsville, ALABAMA 35801

NAME OF SUBMITTER:	Todd W. Burkett
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OP \$40.00 3248274

Signature:	/Todd W. Burkett/
Date:	11/19/2007
Total Attachments: 16 source=Intellectual Property Security Agreement Signed#page1.tif source=Intellectual Property Security Agreement Signed#page2.tif source=Intellectual Property Security Agreement Signed#page3.tif source=Intellectual Property Security Agreement Signed#page4.tif source=Intellectual Property Security Agreement Signed#page5.tif source=Intellectual Property Security Agreement Signed#page6.tif source=Intellectual Property Security Agreement Signed#page7.tif source=Intellectual Property Security Agreement Signed#page8.tif source=Intellectual Property Security Agreement Signed#page9.tif source=Intellectual Property Security Agreement Signed#page10.tif source=Intellectual Property Security Agreement Signed#page11.tif source=Intellectual Property Security Agreement Signed#page12.tif source=Intellectual Property Security Agreement Signed#page13.tif source=Intellectual Property Security Agreement Signed#page14.tif source=Intellectual Property Security Agreement Signed#page15.tif source=Intellectual Property Security Agreement Signed#page16.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement") is made as of October 15, 2007, by each of the parties listed on the signature pages hereof, as pledgors (collectively, the "Pledgors", and individually, a "Pledgor") and Hendricks Holding Company, Inc., a Wisconsin corporation, as lender (the "Lender").

WITNESSETH:

WHEREAS, Rageball 5, LLC (the "Borrower") and the Lender are parties to that certain Note and Loan Agreement of even date herewith (as the same may be hereafter amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"); and

WHEREAS, each Pledgor has determined that its execution, delivery and performance of this Agreement directly benefits, and is within the corporate or other purposes and in the best interests of, such Pledgor; and

WHEREAS, the Lender is willing to make loans and other financial accommodations to the Borrower as provided for in the Loan Agreement and the other Loan Documents (as defined below), but only upon the condition, among others, that each Pledgor shall have executed and delivered this Agreement, to secure the prompt and complete payment, observance and performance of, among other things, (a) the obligations of the Pledgors arising from this Agreement and each of the other Loan Documents which any of the Pledgors is a party, (b) all Obligations (as defined below) of the Borrower arising under the Loan Agreement and the other Loan Documents with respect to any Pledgor, whether or not such claim is allowed in an insolvency proceeding, if any, and whether such obligations, now exist or are hereafter incurred, are absolute or contingent, or are matured or unmatured ((a), and (b) (including in each case any renewals or extensions thereof) being hereinafter collectively, referred to as the "Secured Obligations") by the granting of the security interest contemplated by this Agreement;

NOW, THEREFORE, in consideration of the foregoing premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Defined Terms.

(a) Capitalized terms used herein shall have the meanings ascribed to such terms in the Loan Agreement to the extent not otherwise defined or limited herein.

(b) The words "hereof," "herein" and "hereunder" and words of like import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and Section references are to this Agreement unless otherwise specified.

(c) "Loan Documents" means the Loan Agreement together with all security

documents executed in connection with the Loan Agreement, including all modifications, extensions, and renewals thereof.

(d) "Obligations" means (i) all obligations owed by Borrower to Lender under the Loan Documents, as they may be modified from time to time, and/or applicable law (whether due or not due, absolute or contingent, liquidated or unliquidated, determined or undetermined, direct or indirect, and whether recovery of upon the Obligations may be or hereafter become barred by any statute of limitations or otherwise be or become unenforceable); and (ii) all interest and costs, including but not limited to attorneys' fees and expenses, incurred by Lender in originating, documenting, administering, collecting, enforcing, or compromising any of the foregoing.

(e) All terms defined in this Agreement in the singular shall have comparable meanings when used in the plural, and vice versa, unless otherwise specified.

2. Incorporation of Premises. The premises set forth above are incorporated into this Agreement by this reference thereto and are made a part hereof.

3. Incorporation of the Loan Agreement. The Loan Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto.

4. Grant of Security Interest in Trademarks, Patents, Copyrights and Licenses. To secure the complete and timely payment, performance and satisfaction of all of the Obligations, each Pledgor hereby grants to the Lender, a continuing security interest in, as and by way of a first mortgage and security interest having priority over all other security interests, with power of sale to the extent permitted by applicable law, in all of such Pledgor's right, title and interest in and to such Pledgor's now owned or existing and hereafter acquired or arising:

(a) (i) trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, including, without limitation, trade names, registered trademarks, trademark applications, registered service marks and service mark applications listed on Schedule 1 attached hereto and made a part hereof, and (A) all renewals thereof, (B) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (C) the right to sue for past, present and future infringements and dilutions thereof, (D) the goodwill of such Pledgor's business symbolized by the foregoing and connected therewith, and (E) all of such Pledgor's rights corresponding thereto throughout the world (all of the foregoing trademarks, trade names, registered trademarks and trademark applications, service marks, registered service marks and service mark applications, together with the items described in clauses (A)-(E) in this Section 4(a)(i), are sometimes hereinafter individually and/or collectively referred to as the "Trademarks"); and (ii) all proceeds of any and all of the foregoing, including, without limitation, license royalties and proceeds of infringement suits.

(b) (i) patents and patent applications, including, without limitation, the patents and patent applications listed on Schedule 2 attached hereto and made a part hereof, and (A) all renewals thereof, (B) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (C) the right to sue for past, present and future infringements and dilutions thereof, and (D) all of such Pledgor's rights corresponding thereto throughout the world (all of the foregoing patents and patent applications, together with the items described in clauses (A)-(D) in this Section 4(b)(i), are sometimes hereinafter individually and/or collectively referred to as the "Patents"); and (ii) all proceeds of any and all of the foregoing, including, without limitation, license royalties and proceeds of infringement suits.

(c) (i) copyrights and copyright registrations, including, without limitation, the copyright registrations and recordings thereof and all applications in connection therewith listed on Schedule 3 attached hereto and made a part hereof, and (A) all reissues, continuations, extensions or renewals thereof, (B) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (C) the right to sue for past, present and future infringements and dilutions thereof, (D) the goodwill of such Pledgor's business symbolized by the foregoing and connected therewith, and (E) all of such Pledgor's rights corresponding thereto throughout the world (all of the foregoing copyrights and copyright registrations, together with the items described in clauses (A)-(E) in this Section 4(c)(i), are sometimes hereinafter individually and/or collectively referred to as the "Copyrights"); and (ii) all products and proceeds of any and all of the foregoing, including, with limitation, licensed royalties and proceeds of infringement suits.

(d) rights under or interest in any patent, trademark, copyright or other intellectual property, including software license agreements with any other party, whether such Pledgor is a licensee or licensor under any such license agreement, including, without limitation, the license agreements listed on Schedule 4 attached hereto and made a part hereof, and the right to use the foregoing in connection with the enforcement of the Lender's rights under the Loan Agreement, including without limitation, the right to prepare for sale and sell any and all Inventory and Equipment now or hereafter owned by such Pledgor and now or hereafter covered by such licenses (all of the foregoing are hereinafter referred to collectively as the "Licenses"). Notwithstanding the foregoing provisions of this Section 4(d), the grant of a security interest in the Licenses shall not include any license agreement in effect as of the date hereof which by its terms prohibits the grant of the security interest contemplated by this Agreement; provided, however, that upon the termination of such prohibitions for any reason whatsoever, the provisions of this Section 4(d) shall be deemed to apply thereto automatically; and provided, further however, that such Pledgor shall fully disclose to the Lender all such prohibitions contained in the Licenses listed on Schedule 4 and shall promptly notify the Lender upon the termination of such prohibitions.

5. Actions By the Pledgors. Each Pledgor shall, at the expense of the Pledgor,

perform all steps requested by the Lender at any time to perfect, maintain, protect, and enforce the security interest granted herein, including, as applicable executing, delivering, and filing of the this Agreement with the United States Patent and Trademark Office and authorizing the filing of Uniform Commercial Code financing or continuation statements, and amendments thereof, in form and substance reasonably satisfactory to the Lender;

6. New Trademarks, Copyrights, Patents and Licenses. Each Pledgor represents and warrants that, from and after the date hereof, (a) the Trademarks listed on Schedule 1 under such Pledgor's name include all of the trade names, registered trademarks, trademark applications, registered service marks and service mark applications now owned or held by such Pledgor, (b) the Patents listed on Schedule 2 under such Pledgor's name include all of the patents and patent applications now owned or held by such Pledgor, (c) the Copyrights listed on Schedule 3 under such Pledgor's name include all of the copyright registrations now owned or held by such Pledgor in whole or in part and that the Copyrights are subsisting and have not been adjudged invalid or unenforceable, (d) the Licenses listed on Schedule 4 under such Pledgor's name include all of the patent, trademark, copyright or other intellectual property license agreements under which such Pledgor is the licensee or licensor other than licenses permitting a Pledgor to use any third-party off-the-shelf software that is not material to such Pledgor's business, and (e) no Liens, claims or security interests, charges or encumbrances in such Trademarks, Patents, Copyrights or Licenses have been granted by such Pledgor to any Person other than the Lender and except as disclosed in the Loan Agreement. If, prior to the termination of this Agreement, such Pledgor shall (i) obtain rights to or become entitled to the benefit of any new trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks or service mark applications, (ii) obtain rights to or become entitled to the benefit of any new patent or patent application or any reissue, division, continuation, renewal, extension or continuation-in-part of any Patent or any improvement on any Patent, (iii) obtain rights to or become entitled to the benefit of any new copyrights or copyright registrations, (iv) obtain rights to or become entitled to the benefit of any new trademark, patent, copyright or other intellectual property license agreements, whether as licensee or licensor, or license renewals, or (v) enter into any new license agreement, the provisions of Section 4 above shall automatically apply thereto (to the extent permitted by licensors under agreements in connection with the granting of such licenses). Each Pledgor shall give to the Lender prompt written notice of events described in clauses (i), (ii), (iii), (iv) and (v) of the preceding sentence. Each Pledgor hereby authorizes the Lender to modify this Agreement unilaterally (i) by amending Schedule 1 to include any future trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks and service mark applications that are Trademarks under Section 4 above or under this Section 6, (ii) by amending Schedule 2 to include any future patents and patent applications, which are Patents under Section 4 above or under this Section 6, (iii) by amending Schedule 3 to include any future copyrights and copyright registrations and recordings thereof and all applications in connection therewith, which are Copyrights under Section 4 above or under this Section 6, (iv) by amending Schedule 4 to include any future trademark, patent, copyright or other intellectual property license agreements that are Licenses under Section 4 above or under this Section 6 and not otherwise excluded from the security interest granted under Section 4, and (v) by filing, in addition to and not in substitution for this Agreement, a duplicate original of this Agreement containing on Schedule 1 thereto, as the case may be,

such future trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks and service mark applications and containing on Schedule 2 thereto, as the case may be, such future patents and patent applications, and containing on Schedule 3, as the case may be, such future copyrights and copyright registrations, and containing on Schedule 4 thereto, as the case may be, such future license agreements.

7. Royalties. Each Pledgor hereby agrees that the use by the Lender of the Trademarks, Patents, Copyrights and Licenses as authorized hereunder in connection with the Lender's exercise of its rights and remedies under Section 16 or pursuant to any Loan Document shall be coextensive with such Pledgor's rights thereunder and with respect thereto and without any liability for royalties or other related charges from the Lender to such Pledgor.

8. Further Assignments and Security Interest. Each Pledgor agrees (a) not to sell or assign any of its interests in, or grant any security interest in or license under, the Trademarks, Copyrights or Patents in favor of any Person other than the Lender without the prior and express written consent of the Lender and (b) not to sell or assign its respective interests in the Licenses without the prior and express written consent of the Lender; provided, however, that the Pledgors shall be permitted to grant non-exclusive licenses to the Pledgors' customers in the ordinary course of business for the use of the Pledgors' software by such customers in the ordinary course of business.

9. Nature and Continuation of the Lender's Security Interest; Termination of the Lender's Security Interest. This Agreement is made for collateral security purposes only. This Agreement shall create a continuing security interest in the Trademarks, Patents, Copyrights and Licenses and shall terminate only when the Obligations have been paid in full in cash and the Loan Agreement has been terminated. When this Agreement has terminated, the Lender shall promptly execute and deliver to the appropriate Pledgor, at the appropriate Pledgor's expense, all termination statements and other instruments as may be necessary or proper to terminate the Lender's security interest in the Trademarks, Patents, Copyrights and Licenses, subject to any disposition thereof which may have been made by the Lender pursuant to this Agreement or any other agreement between the Pledgors and the Lender.

10. Duties of each Pledgor. Each Pledgor shall have the duty, to the extent desirable by such Pledgor in the normal conduct of such Pledgor's business, (a) to prosecute diligently any trademark application or service mark application that is part of the Trademarks pending as of the date hereof or hereafter until the termination of this Agreement, (b) to prosecute diligently any patent application that is part of the Patents pending as of the date hereof or hereafter until the termination of this Agreement, and (c) to take all reasonable and necessary action to preserve and maintain all of such Pledgor's rights in the Trademarks, Patents, Copyrights and Licenses. Each Pledgor further agrees (i) not to abandon any Trademark, Patent, Copyright or License that is necessary or economically desirable in the operation of such Pledgor's business without the prior written consent of the Lender, and (ii) to use its commercially reasonable efforts to maintain in full force and effect the Trademarks, Patents, Copyrights and Licenses that are or shall be necessary or economically desirable in the operation of such Pledgor's business. Any expenses incurred in connection with the foregoing shall be borne by the appropriate

Pledgor. The Lender shall have no duties with respect to the Trademarks, Patents, Copyrights or Licenses. Without limiting the generality of the foregoing, the Lender shall not be under any obligation to take any steps necessary to preserve rights in the Trademarks, Patents, Copyrights or Licenses against any other Person, but the Lender may do so at its option from and after the occurrence and during the continuance of a Default or an Event of Default, and all expenses incurred in connection therewith (including, without limitation, reasonable fees and expenses of attorneys and other professionals for the Lender) shall be for the sole account of the appropriate Pledgor and shall be added to the Obligations secured hereby.

11. Indemnification by the Pledgors. Each Pledgor hereby agrees to indemnify and hold harmless the Lender for any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements (including, without limitation, attorneys' fees) of any kind whatsoever which may be imposed on, incurred by or asserted against the Lender in connection with or in any way arising out of or related to any or all of the Trademarks, Patents, Copyrights or Licenses (including, without limitation, whether brought by any Pledgor or any other Person, suits, proceedings or other actions in which an allegation of liability, strict or otherwise, is or may be made by any Person who alleges or may allege having suffered damages as a consequence of alleged improper, imprudent, reckless, negligent, willful, faulty, defective or substandard design, testing, specification, manufacturing supervision, manufacturing defect, manufacturing deficiency, publicity or advertisement or improper use, howsoever arising or by whomsoever caused, of any inventions disclosed and claimed in the Patents or any of them); unless with respect to any of the above, such Person to be indemnified is judicially determined to have acted or failed to act with gross negligence or willful misconduct. The indemnification in this Section shall survive the termination of this Agreement.

12. The Lender's Right to Sue. From and after the occurrence and during the continuance of an Event of Default, the Lender shall have the right, but shall not be obligated, to bring suit in its own name to enforce the Trademarks, Patents, Copyrights and Licenses and, if the Lender shall commence any such suit, the appropriate Pledgor shall, at the request of the Lender, do any and all lawful acts and execute any and all proper documents reasonably required by the Lender in aid of such enforcement. The appropriate Pledgor shall, upon demand, promptly reimburse the Lender for all costs and expenses incurred by the Lender in the exercise of its rights under this Section 12 (including, without limitation, fees and expenses of attorneys and other professionals for the Lender).

13. Restrictions on Future Agreements. Each Pledgor shall not, without the Lender's prior written consent, enter into any agreement, including, without limitation, any license agreement, which is inconsistent with this Agreement, and each Pledgor further agrees that it will not take any action, and will use its best efforts not to permit any action to be taken by others subject to its control, including, without limitation, licensees, or fail to take any action, which would in any material respect adversely affect the validity or enforcement of the rights granted to the Lender under this Agreement or the rights associated with the Trademarks, Patents, Copyrights or Licenses.

14. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but the

provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part hereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

15. Modification. Neither this Agreement nor any provision hereof may be altered, amended or modified in any way, except as specifically provided in Section 6 hereof or in a written instrument signed by the parties hereto.

16. Power of Attorney; Cumulative Remedies.

(a) Each Pledgor hereby irrevocably designates, constitutes and appoints the Lender (and all officers and agents of the Lender designated by the Lender in its sole and absolute discretion) as such Pledgor's true and lawful attorney-in-fact, and authorizes the Lender and any of the Lender's designees, in such Pledgor's or the Lender's name, upon the occurrence and during the continuation of an Event of Default to take any action and execute any instrument necessary or reasonably advisable to accomplish the purposes of this Agreement, including, without limitation, to (i) endorse such Pledgor's name on all applications, documents, papers and instruments necessary or desirable for the Lender in the use of the Trademarks, Patents, Copyrights or Licenses, (ii) assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks, the Patents, the Copyrights or the Licenses to any Person, (iii) grant or issue any exclusive or nonexclusive license under the Trademarks, Patents, Copyrights or Licenses to any Person, and (iv) take any other actions with respect to the Trademarks, Patents, Copyrights or Licenses as the Lender deems in its best interest for the payment of the Obligations. Each Pledgor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney is coupled with an interest and shall be irrevocable until this Agreement is terminated. Each Pledgor acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of the Lender under the Loan Agreement or any other Loan Document, but rather is intended to facilitate the exercise of such rights and remedies.

(b) The Lender shall have, in addition to all other rights and remedies given it by the terms of this Agreement, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Trademarks, Patents, Copyrights or Licenses may be located or deemed located. Upon the occurrence and during the continuance of an Event of Default and the election by the Lender to exercise any of its rights and remedies under Section 9-504 or Section 9-505 of the Uniform Commercial Code, or Section 9-610, Section 9-620 or other equivalent provisions of revised Article 9 of the Uniform Commercial Code as in effect in any jurisdiction, with respect to the Trademarks, Patents, Copyrights or Licenses, each Pledgor agrees to assign, convey and otherwise transfer title in and to the Trademarks, Patents, Copyrights and Licenses, to the Lender or any transferee of the Lender and to execute and deliver to the Lender or any such transferee all such agreements, documents and instruments as may be necessary, in the Lender's sole discretion, to effect such assignment, conveyance and transfer. All of the Lender's rights and remedies with respect to the Trademarks, Patents, Copyrights and Licenses, whether established hereby, by the Loan Agreement or by any other agreements or by law, shall be cumulative and may be

exercised separately or concurrently. Notwithstanding anything set forth herein to the contrary, it is hereby expressly agreed that upon the occurrence and during the continuance of an Event of Default, the Lender may exercise any of the rights and remedies provided in this Agreement, the Loan Agreement or any of the other Loan Documents. To the extent permitted by applicable law, each Pledgor agrees that any notification of intended disposition of any of the Trademarks, Patents, Copyrights or Licenses required by law shall be deemed reasonably and properly given if given at least ten (10) days before such disposition; provided, however, that the Lender may give any shorter notice that is commercially reasonable under the circumstances.

17. Successors and Assigns. This Agreement shall be binding upon each Pledgor its respective successors and assigns, and shall inure to the benefit of the Lender and its nominees, successors and assigns. Each Pledgor's successors and assigns shall include, without limitation, a receiver or a trustee; provided, however, that such Pledgor shall not voluntarily assign or transfer its rights or obligations hereunder without the Lender's prior written consent.

18. Governing Law. This Agreement shall be construed and enforced and the rights and duties of the parties shall be governed by in all respects in accordance with the laws and decisions of the State of Wisconsin without reference to the conflicts or choice of law principles thereof.

19. Notices. All notices or other communications hereunder shall be given in the form and manner and to the addresses set forth in the Loan Agreement.

20. Section Titles. The Section titles herein are for convenience of reference only, and shall not affect in any way the interpretation of any of the provisions hereof.

21. Execution in Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of a counterpart hereof via facsimile transmission shall be effective as delivery of a manually executed counterpart of this Agreement hereof.

22. Merger. This Agreement, together with the other Loan Documents, represents the final agreement of each of the Pledgors and the Lender with respect to the matters contained herein and may not be contradicted by evidence of prior or contemporaneous agreements, or subsequent oral agreements, between any Pledgor and the Lender.

23. Waivers. The Lender's failure, at any time or times hereafter, to require strict performance by any Pledgor of any provision of this Agreement shall not waive, affect or diminish any right of the Lender thereafter to demand strict compliance and performance therewith nor shall any course of dealing between any Pledgor and the Lender have such effect. No single or partial exercise of any right hereunder shall preclude any other or further exercise thereof or the exercise of any other right. None of the undertakings, agreements, warranties, covenants and representations of any Pledgor contained in this

Agreement shall be deemed to have been suspended or waived by the Lender unless such suspension or waiver is in writing signed by an officer of the Lender, and directed to the Pledgor to which such suspension or waiver applies and specifying such suspension or waiver.

24. Effectiveness. This Agreement shall become effective on the date and year first written above.

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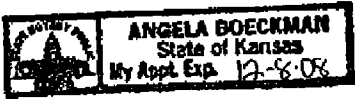
IN WITNESS WHEREOF, the parties hereto have duly executed this Intellectual Property Security Agreement as of the day and year first above written.

Sworn to and subscribed
before me this 15 day
of Oct, 2007

RAGEBALL 5, LLC
as a Pledgor

Angela Boeckman
NOTARY PUBLIC
My Commission Expires: 12-8-08

By: Ralph E. Lagergren
Name: Ralph E. Lagergren
Title: Management Committee



Sworn to and subscribed
before me this 15 day
of Oct, 2007

RALPH E. LAGERGREN, individually,
as a Pledgor

Angela Boeckman
NOTARY PUBLIC
My Commission Expires: 12-8-08

Ralph E. Lagergren



Sworn to and subscribed
before me this ___ day
of _____, 2007

GARY GRIFFIN, individually,
as a Pledgor

NOTARY PUBLIC
My Commission Expires:

IN WITNESS WHEREOF, the parties hereto have duly executed this Intellectual Property Security Agreement as of the day and year first above written.

Sworn to and subscribed before me this _____ day of _____, 2007

RAGEBALL 5, LLC as a Pledgor

By: Name: Title:

NOTARY PUBLIC My Commission Expires:

Sworn to and subscribed before me this _____ day of _____, 2007

RALPH E. LAGERGREN, individually, as a Pledgor

NOTARY PUBLIC My Commission Expires:

Sworn to and subscribed before me this 16th day of October, 2007

GARY GRIFFIN, individually, as a Pledgor

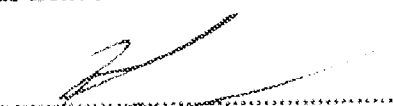
[Handwritten signature of Gary Griffin]

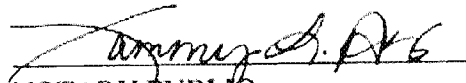
[Handwritten signature of Lynn M Gill] NOTARY PUBLIC My Commission Expires: 4-19-2011

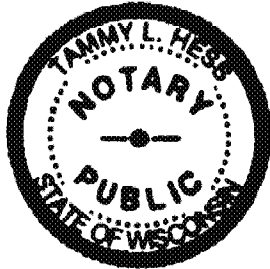


Sworn to and subscribed
before me this 7th day
of November, 2007

HENDRICKS HOLDING COMPANY,
INC., as Lender

By: 
Name: KENNETH A. HENDRICKS
Title: CHIEF EXECUTIVE OFFICER


NOTARY PUBLIC
My Commission Expires: July 18, 2010



SCHEDULE 1

Current Trademarks and Trademark Applications

<u>PLEDGOR</u>	<u>COUNTRY</u>	<u>MARK</u>	<u>SERIAL NO. OR REGISTRATION NO.</u>	<u>APP/REG DATE</u>
Gary Griffin*	USA	Rageball 5	3,248,274	5/29/2007

*Mark to be assigned later to Rageball 5, LLC, which will then be the Pledgor

Trade Names

none

Trademarks Not Currently In Use

none

SCHEDULE 2

Patents

<u>PLEDGOR</u>	<u>COUNTRY</u>	<u>PATENT NAME</u>	<u>NUMBER</u>	<u>ISSUE DATE</u>
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NONE AT THIS TIME

Patent Applications

<u>PLEDGOR</u>	<u>COUNTRY</u>	<u>PATENT NAME</u>	<u>APPLICATION NUMBER</u>	<u>APPLICATION DATE</u>
Ralph E. Lagergren and Gary Griffin*	USA	Apparatus and Method for a Court Ball Game	11/374,527	3/13/2006
Ralph E. Lagergren and Gary Griffin*	USA	Apparatus and Method for a Court Ball Game	11/827,504	7/12/2007 (Divisional Patent)

***Any patent issuing from these applications will be assigned to Rageball 5, LLC, which will then be the Pledgor**

SCHEDULE 3

Copyrights

none

SCHEDULE 4

Licenses

None