

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
EFFECTIVE DATE:	10/18/2007

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Socrates Media, LLC		10/18/2007	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Cardinal Brands, Inc.
Street Address:	643 Massachusetts, Suite 200
City:	Lawrence
State/Country:	KANSAS
Postal Code:	66044
Entity Type:	CORPORATION: NEVADA

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	2972109	SOCRATES
Registration Number:	2958678	SOCRATES
Registration Number:	3066397	
Serial Number:	76612169	

CORRESPONDENCE DATA

Fax Number: (314)612-7874
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 314-444-7874
 Email: tbranson@lewisrice.com
 Correspondent Name: Terri Branson, Lewis, Rice & Fingersh
 Address Line 1: 500 N. Broadway, Suite 2000
 Address Line 4: St. Louis, MISSOURI 63102

ATTORNEY DOCKET NUMBER: 109159.22832

TRADEMARK

OP \$115.00 2972109

NAME OF SUBMITTER:	Terri Branson
Signature:	/Terri Branson/
Date:	12/05/2007
Total Attachments: 5 source=SocratesMediaTrademark#page1.tif source=SocratesMediaTrademark#page2.tif source=SocratesMediaTrademark#page3.tif source=SocratesMediaTrademark#page4.tif source=SocratesMediaTrademark#page5.tif	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of October 18, 2007, by SOCRATES MEDIA, LLC, a Delaware limited liability company (the "Grantor"), in favor of CARDINAL BRANDS, INC., a Nevada corporation (the "Lender").

RECITALS

A. The Grantor has entered into a Note and Loan Agreement dated as of even date herewith with the Lender (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement") pursuant to which the Lender has agreed to make loans to Grantor.

B. The Grantor and the Lender have 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").

C. Pursuant to Security Agreement, and in order to induce the Lender to execute the Loan Agreement and make the Loan thereunder, 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 patents, patent applications, patent licenses, 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 (as defined therein, the "Loan Obligations").

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; and
- (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 Loan Agreement and 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 Loan Agreement.

The Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

SOCRATES MEDIA, LLC

By: *William A. Lederer*
Name: William A. Lederer
Title: Chairman and CEO

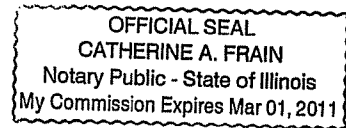
STATE OF Illinois)
County OF Cook) ss

On this 18th day of October, 2007, before me personally appeared the person whose signature is set forth above, to me known, who, being duly sworn, did depose and say that he is the above-indicated officer of the Grantor, and which executed the above instrument; and that he signed his name thereto by authority of the board of directors or similar governing of said entity.

Catherine A. Frain
Notary Public

Acknowledged:

CARDINAL BRANDS, INC.



By: _____
Name: Rodney Olson
Title: President and CEO

The Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

SOCRATES MEDIA, LLC

By: _____
Name: William A. Lederer
Title: Chairman and CEO

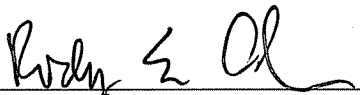
STATE OF Missouri)
) ss
_____ OF _____)

On this ___ day of October, 2007, before me personally appeared the person whose signature is set forth above, to me known, who, being duly sworn, did depose and say that he is the above-indicated officer of the Grantor, and which executed the above instrument; and that he signed his name thereto by authority of the board of directors or similar governing of said entity.

Notary Public

Acknowledged:

CARDINAL BRANDS, INC.

By: 
Name: Rodney Olson
Title President and CEO

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

Trademarks, Trademark Applications and Trademark Licenses

<u>Country</u>	<u>Mark</u>	<u>Goods</u>	<u>Status</u>	<u>Application No.</u>	<u>Registration No.</u>
Australia	SOCRATES	16 & 41	Registered		972909
Australia	SOCRATES	9	Registered		988541
Canada	SOCRATES	16 & 41	Registered	1192929	674286
Canada	SOCRATES	41	Pending	1224407	
Canada	Miscellaneous Face Design	41	Pending	1230581	
Canada	SOCRATES	9	Registered	1203038	645856
Canada	Miscellaneous Face Design	9 & 16	Registered	1214161	640589
EU	SOCRATES	9	Pending	003661188	
EU	Miscellaneous Face Design	16	Registered	004042545	004042545
EU	SOCRATES	16 & 41	Pending	003515293	
EU	SOCRATES	41	Registered	003892882	003892882
India	SOCRATES	16 & 41	Registered	1241885	1241885
India	SOCRATES	9	Registered	1272138	1272138
India	SOCRATES	41	Registered	1295616	1295616
New Zealand	SOCRATES	16 & 41	Registered	702581	702581
New Zealand	SOCRATES	41	Registered	713708	713708
New Zealand	SOCRATES	9	Registered		708023
South Africa	SOCRATES	16	Pending	2003117333	
South Africa	SOCRATES	41	Pending	200317334	

South Africa	SOCRATES	41	Pending	200409353	
South Africa	SOCRATES	9	Pending	2004/01642	
U.S.	SOCRATES	14 & 16	Registered	76/537133	2972109
U.S.	SOCRATES	9	Registered	78/349207	2958678
U.S.	Miscellaneous Design (Socrates)	9 & 16	Registered	76/572894	3066397
U.S.	Miscellaneous Face Design	41	Pending	76/612169	
UK	SOCRATES	9	Registered	2353091	2353091
UK	Miscellaneous Design (Socrates)	9 & 16	Registered	2357911	2357911
UK	Made E-Z	16	Registered		2202295