



103472894

Form PTO-1594 (Rev. 07/05)
OMB Collection 0651-0027 (exp. 6/30/2008)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

MRD 12/17/07

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

<p>1. Name of conveying party(ies): <u>Clementon Lake Operations, LLC</u> <u>and</u> <u>Clementon Land, LLC</u></p> <p><input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Corporation- State: _____ <input checked="" type="checkbox"/> Other: <u>Limited Liability Companies</u></p> <p>Citizenship (see guidelines) _____ Additional names of conveying parties attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies) Additional names, addresses, or citizenship attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>Name: <u>Commerce Bank, N.A.</u> Internal _____ Address: _____ Street Address: <u>6000 Atrium Way</u> City: <u>Mt. Laurel</u> State: <u>New Jersey</u> Country: <u>USA</u> Zip: <u>08054</u></p> <p><input checked="" type="checkbox"/> Association Citizenship _____ <input type="checkbox"/> General Partnership Citizenship _____ <input type="checkbox"/> Limited Partnership Citizenship _____ <input type="checkbox"/> Corporation Citizenship _____ <input type="checkbox"/> Other _____ Citizenship _____</p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No (Designations must be a separate document from assignment)</p>
<p>3. Nature of conveyance /Execution Date(s) : Execution Date(s) <u>November 21, 2007</u></p> <p><input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____</p>	

<p>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) <u>2922423</u></p>	<p>Additional sheet(s) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
---	--

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

5. Name & address of party to whom correspondence concerning document should be mailed:
Name: Danette Zoccola
Internal Address: _____
Spector Gordon & Rosen, P.C.
Street Address: 1635 Market Street
7th Floor
City: Philadelphia
State: PA Zip: 19103
Phone Number: 215-825-8952
Fax Number: 215-241-8844
Email Address: dzoccola@lawsg.com

6. Total number of applications and registrations involved: One

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 50-3722
Authorized User Name Spector Gordon & Rosen

9. Signature: Danette Zoccola December 17, 2007
Signature Date
Danette Zoccola
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 15

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

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Security Agreement") is made effective as of November 21, 2007, by and between **CLEMENTON LAKE OPERATIONS, LLC**, a New Jersey limited liability company, **CLEMENTON LAND, LLC**, a New Jersey limited liability company (jointly, severally and collectively, "Borrowers") and **COMMERCE BANK, N.A.** ("Lender").

BACKGROUND

A. Pursuant to that certain Mortgage Loan Note dated of even date herewith executed by Borrowers in favor of Lender (as the same may be amended, modified or restated, being referred to herein as the "Note"), Lender agreed to extend to Borrowers a loan in the original principal amount of Four Million Five Hundred Thousand Dollars (\$4,500,000.00).

B. As security for the Note, Borrowers executed that certain Security Agreement dated of even date herewith in favor of Lender (as the same may be amended, modified or restated, being referred to herein as the "Security Agreement"). The Security Agreement provides, *inter alia*, that Borrowers will grant to Lender a security interest in each of Borrower's assets, including, without limitation, its patents, patent rights, patent applications, servicemarks, trademarks, service trademark applications, service tradenames, goodwill, copyrights and licenses.

NOW THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrowers and Lender agree as follows:

1 **Incorporation of Security Agreement.** The Security Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All capitalized terms not otherwise defined herein shall have the meanings set forth in the Security Agreement.

2 **Security Interest.** To secure the complete and timely payment and satisfaction of all Secured Obligations, each Borrower hereby assigns, mortgages and pledges to Lender and grants to Lender a 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 law, all of each Borrower's right, title and interest in and to all of the following, whether now owned or existing and filed or hereafter acquired or arising and filed (collectively, the "**Intellectual Property Collateral**"):

2.1 all of each Borrower's patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein, and those patents listed on **Exhibit "A"**, attached hereto and made a part hereof, and (a) the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing patents and applications, together with the

398158-3

items described in clauses (a)-(d), are sometimes hereinafter individually and/or collectively referred to as the "Patents");

2.2 all of each Borrower's copyrights, copyright registrations, copyright applications and all computer programs, operating systems, application systems, hardware or software of any nature whatsoever owned by any Borrower, whether operational, under development or inactive, including all object codes, source codes, modules, technical manuals, user manuals, operating instructions and procedures, in-put and out-put formats, program listings, narrative descriptions, program flow charts, file layouts, report layouts, screen layouts and other documentation therefore (including internal notes, memoranda, status evaluations, marketing information and write-ups), and all improvements, modifications, enhancements, new releases and revisions thereof, whether in machine-readable form, programming language or any other language or symbols, and whether stored, encoded, recorded or written on disk, tape, film, memory device, paper or other media of any nature; together with all tangible media upon which any of the foregoing are recorded or encoded, including, without limitation, all chips, disks, tapes, film and paper; including, without limitation, the copyrights, copyright registrations and copyright applications listed on Exhibit "B" 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 with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, and (c) the right to sue for past, present and future infringements thereof (all of the foregoing items are sometimes referred to herein collectively as the "Copyrights"); and

2.3 all of each Borrower's license agreements with any other party, whether such Borrower is a licensor or licensee under any such license agreement, including, without limitation, the licenses listed on Exhibit "C" attached hereto and made a part hereof, and the right to prepare for sale, sell and advertise for sale all inventory now or hereafter owned by any Borrower and now or hereafter covered by such licenses (all of the foregoing is hereinafter referred to collectively as the "Licenses").

2.4 all of each Borrower's servicemarks, trademarks, servicemark and trademark registrations, tradenames, trademark applications, and all goodwill attendant thereto, including, without limitation, the servicemarks, trademarks and applications listed on Exhibit "D", 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 with respect thereto, including without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing servicemarks, trademarks, servicemark and trademark registrations, servicemark and tradenames and applications together with the items described in clauses (a)-(d), are sometimes hereinafter individually and/or collectively referred to as the "Trademarks").

3. Restrictions on Future Agreements. Each Borrower agrees that until all Secured Obligations shall have been satisfied in full and the Security Agreement shall have been terminated, no Borrower will, without Lender's prior written consent (which consent shall not be unreasonably withheld, conditioned or delayed), enter into any agreement (including, without limitation, any license or royalty agreement) which is inconsistent with Borrowers' obligations

398158-3

under this Security Agreement (except in the ordinary course of Borrowers' business) or the Security Agreement and each Borrower further agrees that it will not take any action, or permit any action to be taken by others, subject to its control, including licensees, or fail to take any action, which would affect the validity or enforcement of the rights of Lender under this Security Agreement.

4. **New Patents, Trademarks, and Licenses.** Each Borrower represents and warrants that the Patents, Copyrights, Licenses and Trademarks listed on **Exhibits "A", "B", "C" and "D"**, respectively, constitute all of the patents, copyrights, applications and licenses and trademarks, now owned by any Borrower. If, before all Secured Obligations shall have been satisfied in full and the Security Agreement shall have been terminated, any Borrower shall (i) obtain rights to any new patentable inventions, trademarks, trademark registrations, tradenames, copyrights or licenses, or (ii) become entitled to the benefit of any patent, trademark or copyright application, trademark, trademark registration or license renewal, or patent for any reissue, division, continuation, renewal, extension, or continuation-in-part of any Patent or any improvement on any Patent, the provisions of **Section 2** above shall automatically apply thereto and such Borrower shall give to Lender prompt written notice thereof. Borrower hereby authorizes Lender to modify this Security Agreement by amending **Exhibit "A", "B", "C" and/or "D"**, as applicable, to include any future patents, patent applications, trademarks, trademark registrations, trademark applications, tradenames, copyrights and licenses which are Patents, Copyrights, Licenses or Trademarks, as applicable, under **Section 2** above or under this **Section 4**. Each Borrower hereby agrees to provide to Lender such assignment or other documentation as Lender may request to record Lender's Lien on such future Patents, Trademarks, Copyrights or Licenses.

5. **Royalties; Term.** Each Borrower hereby agrees that the use by Lender of all Patents, Trademarks, Copyrights and Licenses as described herein shall be worldwide and without any liability for royalties or other related charges from Lender to any Borrower. The term of the security interest granted herein shall extend until the earlier of (i) the expiration of each of the respective Patents, Trademarks, Copyrights and Licenses assigned hereunder, or (ii) the date on which all Secured Obligations has been paid in full and the Security Agreement is terminated.

6. **Lender's Right to Inspect.** Lender shall have the right, at any time and from time to time, upon reasonable notice to Borrowers (unless an Event of Default has occurred and is continuing then such reasonable notice shall not be required) to inspect any Borrower's premises and to examine any Borrower's Books, records and operations, including, without limitation, any Borrower's quality control processes. Each Borrower agrees that Lender, or a conservator appointed by Lender, shall have the right to establish such additional reasonable product quality controls as Lender, or said conservator, in its sole judgment, may deem necessary to assure maintenance of the quality of products sold by any Borrower under the Trademarks. Except in the ordinary course of business, each Borrower agrees (i) not to sell or assign its interest in, or grant any license under, the Patents, Trademarks, Copyrights or Licenses, without the prior written consent of Lender; (ii) to maintain the quality of any and all products in connection with which the Trademarks and/or Copyrights are used, consistent with quality of said products as of the date hereof; (iii) not to adversely change the quality of said products without Lender's express written consent; and (iv) to provide Lender, upon request, with a

398158-7

certificate of an officer of such Borrower certifying such Borrower's compliance with the foregoing.

7. **Termination.** This Security Agreement is made for collateral purposes only. Upon payment in full of all Secured Obligations and termination of the Security Agreement, Lender shall execute and deliver to Borrowers a termination of Lender's security interest granted herein and all deeds, assignments and other instruments as may be necessary or proper to re-vest in Borrowers' full title to the Patents, Trademarks, Copyrights and Licenses, subject to any disposition thereof which may have been made by Lender pursuant hereto.

8. **Duties of Borrowers.** Each Borrower shall have the duty (i) to prosecute diligently any patent, trademark and copyright application pending as of the date hereof or thereafter until all Secured Obligations shall have been paid in full and the Security Agreement is terminated, (ii) to make application on unpatented but patentable inventions and on trademarks and copyrights, as appropriate, and (iii) to preserve and maintain all rights in patent applications and patents of the Patents, in trademark applications, trademarks and trademark registrations of the Trademarks and in copyright applications and copyrights of the Copyrights. Any expenses incurred in connection with such applications shall be borne by Borrowers. Each Borrower shall not abandon any right to file a patent, trademark or copyright application, or any pending patent, trademark or copyright application or any Patent, Trademark, License or Copyright without the consent of Lender, which consent shall not be unreasonably withheld.

9. **Event of Default.** Upon the occurrence of an Event of Default, Lender may, without further notice to or consent of Borrowers, immediately record all assignments previously executed and delivered to Lender by Borrowers and/or execute and record with all applicable offices (including, without limitation, the Patent and Trademark Office) an absolute assignment to Lender by each Borrower of all rights, title and interest of such Borrower in and to the Patents, Trademarks, Copyrights, Licenses and other Intellectual Property Collateral. Each Borrower hereby authorizes and agrees that Lender may, through the power of attorney granted in **Section 14** hereof, irrevocably execute and deliver in such Borrower's name any and all such assignments and agreements and to take any and all other actions in such Borrower's name as Lender shall deem reasonable or appropriate to transfer and convey all right, title and interest of such Borrower in and to the Intellectual Property Collateral to Lender or any other person or entity selected by Lender.

10. **Lender's Right to Sue.** Lender shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Licenses, Patents, Copyrights and/or Trademarks, and any licenses thereunder, and, if Lender shall commence any such suit, Borrowers shall, at the request of Lender, do any and all lawful acts and execute any and all proper documents required by Lender in aid of such enforcement and Borrowers shall promptly, upon demand, reimburse and indemnify Lender for all costs and expenses incurred by Lender in the exercise of its rights under this **Section 10**.

11. **Waivers.** No course of dealing between Borrowers and Lender, nor any failure to exercise, nor any delay in exercising, on the part of Lender, any right, power or privilege hereunder or under the Security Agreement shall operate as a waiver thereof; nor shall any single

or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

12. **Severability.** The provisions of this Security Agreement are severable, and if any clause or provision shall be 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 thereof, 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 Security Agreement in any jurisdiction.

13. **Modification.** This Security Agreement cannot be altered, amended or modified in any way, except as specifically provided in **Section 4** hereof or by a writing signed by the parties hereto.

14. **Cumulative Remedies; Power of Attorney; Effect on Security Agreement.** All of Lender's rights and remedies with respect to the Patents, Trademarks, Copyrights and Licenses, whether established hereby or by the Security Agreement, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Each Borrower hereby authorizes Lender to make, constitute and appoint any officer or agent of Lender as Lender may select, in its sole discretion, as such Borrower's true and lawful attorney-in-fact, with power to (i) endorse such Borrower's name on all applications, documents, papers and instruments necessary or reasonably desirable for Lender to protect, evidence, perfect or enforce its security interest in the Patents, Trademarks, Copyrights and Licenses, (ii) take any other actions with respect to the Patents, Trademarks, Copyrights and/or Licenses as Lender reasonably deems in the best interest of Lender, (iii) following an Event of Default, grant or issue any exclusive or non-exclusive license under the Patent or Trademark to anyone, including Lender, and/or (iv) following an Event of Default, assign, pledge, convey or otherwise transfer title in or dispose of the Patents, Trademarks, Copyrights or Licenses to anyone, including Lender. Lender may act under such power of attorney to take the actions referenced in **Section 4**. Lender hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until all Secured Obligations shall have been paid in full and the Security Agreement shall have been terminated. Each Borrower acknowledges and agrees that this Security Agreement is not intended to limit or restrict in any way the rights and remedies of Lender under the Security Agreement but rather is intended to facilitate the exercise of such rights and remedies given it by the terms of this Security 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 Patents, Trademarks, Copyrights or Licenses may be located.

15. **Binding Effect; Benefits.** This Security Agreement shall be binding upon each Borrower and its successors and assigns, and shall inure to the benefit of Lender, its nominees, successors and assigns.

16. **Governing Law; Jurisdiction.** This Security Agreement has been delivered to and accepted by Lender and will be deemed to be made in the State of New Jersey. This Security Agreement will be interpreted in accordance with the laws of the State of New Jersey excluding its conflict of laws rules. **EACH BORROWER HEREBY IRREVOCABLY CONSENTS TO THE EXCLUSIVE JURISDICTION OF ANY STATE OR FEDERAL**

398158-3

COURT IN THE STATE OF NEW JERSEY IN A COUNTY OR JUDICIAL DISTRICT WHERE LENDER MAINTAINS A BRANCH, AND CONSENTS THAT LENDER MAY EFFECT ANY SERVICE OF PROCESS IN THE MANNER AND AT SUCH BORROWER'S ADDRESS SET FORTH IN THE SECURITY AGREEMENT FOR PROVIDING NOTICE OR DEMAND; PROVIDED THAT NOTHING CONTAINED IN THIS SECURITY AGREEMENT WILL PREVENT LENDER FROM BRINGING ANY ACTION, ENFORCING ANY AWARD OR JUDGMENT OR EXERCISING ANY RIGHTS AGAINST ANY BORROWER INDIVIDUALLY, AGAINST ANY SECURITY OR AGAINST ANY PROPERTY OF ANY BORROWER WITHIN ANY OTHER COUNTRY, STATE OR FOREIGN OR DOMESTIC JURISDICTION. Each Borrower acknowledges and agrees that the venue provided above is the most convenient forum for both Lender and Borrowers. Each Borrower waives any objection to venue and any objection based on a more convenient forum in any action instituted under this Security Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

398158-1

PAGE 28/36 * RCVD AT 12/28/2007 12:40:22 PM [Eastern Standard Time] * SVR:USPTO-EFXRF-1/11 * DNIS:2709907 * CSID: * DURATION (mm-ss):10-38

TRADEMARK
REEL: 003691 FRAME: 0536

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

BORROWERS:

CLEMENTON LAKE OPERATIONS, LLC

By: **Adrenaline Family Entertainment, Inc., its sole member**

By: _____
Hue Eichclberger
Chief Executive Officer

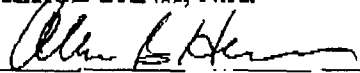
CLEMENTON LAND, LLC

By: **Adrenaline Family Entertainment, Inc., its sole member**

By: _____
Hue Eichelberger
Chief Executive Officer

LENDER:

COMMERCE BANK, N.A.

By:  _____
Alan B. Herman
Vice President

398158-2

STATE OF NEW JERSEY

:

SS.

COUNTY OF Burlington

:

On this, the 20 day of November, 2007, before me, a Notary Public, personally appeared Alan B. Herman, who acknowledged himself/herself to be a Vice President of COMMERCE BANK, N.A., and that he/she as such officer, being so authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the bank himself/herself as such officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Janice Marie Dirienzi
Notary Public

My commission expires:

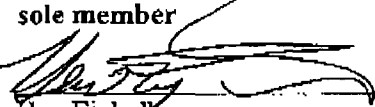
JANICE MARIE DIRIENZI
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES AUGUST 22, 2011

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

BORROWERS:

CLEMENTON LAKE OPERATIONS, LLC

By: Adrenaline Family Entertainment, Inc., its
sole member

By: 
Hue Eichelberger
Chief Executive Officer

CLEMENTON LAND, LLC

By: Adrenaline Family Entertainment, Inc., its
sole member

By: 
Hue Eichelberger
Chief Executive Officer

LENDER:

COMMERCE BANK, N.A.

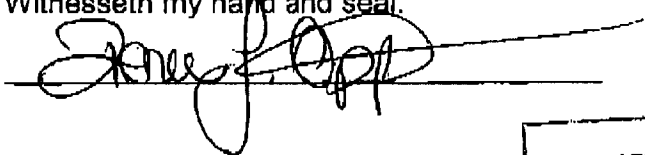
By: _____
Alan B. Herman
Vice President

398158-2

STATE OF Oklahoma :
COUNTY OF Oklahoma :SS

BE IT REMEMBERED that on November 20th, 2007, before me, the subscriber, a notary public, personally appeared Hue Eichelberger, the Chief Executive Officer of Adrenaline Family Entertainment Inc., the sole member of Clementon Land, LLC and Clementon Lake Operations, LLC who I am satisfied are the persons named in and who executed this document and they did acknowledge that they signed, sealed and delivered the same as and for the voluntary act and deed of the limited liability company and for the uses and purposes therein expressed.

Witnesseth my hand and seal.



RENEE OPP
NOTARY PUBLIC - STATE OF OKLAHOMA
MY COMMISSION EXPIRES JULY 7, 2010
COMMISSION # 08006575

EXHIBIT "A"

Patents

None.

398158-3

EXHIBIT "B"

Copyrights

None.

398158-3

EXHIBIT "C"

Licenses

None.

398158-1

EXHIBIT "D"

Trademarks

<u>MARK</u>	<u>REG. NO.</u>	<u>REG. DT.</u>
Halloscreams	2922423	February 1, 2005

398158-3

PAGE 36/36 * RCVD AT 12/28/2007 12:40:22 PM [Eastern Standard Time] * SVR:USPTO-EFXRF-1/11 * DNIS:2709907 * CSID: * DURATION (mm-ss):10-38

RECORDED: 12/17/2007

**TRADEMARK
REEL: 003691 FRAME: 0544**