

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
BRAND X, LLC		12/20/2007	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Lane Affiliated Companies, Inc.
Street Address:	3605 North Stone Ave.
City:	Colorado Springs
State/Country:	COLORADO
Postal Code:	80907
Entity Type:	CORPORATION: COLORADO

Name:	David Lane
Street Address:	3131 E. Transcon Way
City:	Tucson
State/Country:	ARIZONA
Postal Code:	85706
Entity Type:	INDIVIDUAL:

Name:	Michael D Brown Investments LLC
Street Address:	15230 N. 75th Street, Suite 1010
City:	Scottsdale
State/Country:	ARIZONA
Postal Code:	85260
Entity Type:	LIMITED LIABILITY COMPANY:

Name:	Malcolm B. Howard
Street Address:	8926 E. Ann Way
City:	Scottsdale
State/Country:	ARIZONA

CH \$90.00 77212680

Postal Code:	85260
Entity Type:	INDIVIDUAL:

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Serial Number:	77212680	INFINITELY BETTER
Serial Number:	78572484	KABOOM W'ELLE
Serial Number:	78827850	KABOOM-BOOM

CORRESPONDENCE DATA

Fax Number: (719)633-8477
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 719-634-5700
 Email: dwildeman@sparkswillson.com
 Correspondent Name: Ben Sparks
 Address Line 1: 24 S. Weber St., #400
 Address Line 4: Colorado Springs, COLORADO 80903

ATTORNEY DOCKET NUMBER:	4425-6
NAME OF SUBMITTER:	Vincent Marold, CEO
Signature:	/Vincent Marold/
Date:	01/08/2008

Total Attachments: 11
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SECURITY AGREEMENT

This Security Agreement (as amended, modified or otherwise supplemented from time to time, this "Security Agreement") is dated as December 20, 2007 and is made and entered into by and among Brand X, LLC, a Delaware limited liability company (the "*Company*"), with its principal office located at 4729 East Sunrise Drive, Suite 406, Tucson, Arizona 85718, and each Purchasers listed on Exhibit A (each a "*Purchaser*" and collectively, the "*Purchasers*").

RECITALS

A. The Company has executed secured convertible promissory notes, dated as of the date hereof (as amended, modified or otherwise supplemented from time to time) (the "*Note*") in the principal amount of up to \$3,950,000 in favor of the Purchasers and may issue additional Notes as subsequent closings as set forth in the Note Purchase Agreement, dated as of the date hereof (the "*Purchase Agreement*").

B. In order to induce the Purchasers to extend the credit evidenced by the Notes, the Company has agreed to enter into this Security Agreement and to grant the Purchasers the security interest in the Collateral described below.

AGREEMENT

NOW, THEREFORE, in consideration of the above recitals and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Company hereby agrees with the Purchasers as follows:

1. Definitions and Interpretation. When used in this Security Agreement, the following terms have the following respective meanings:

"**Collateral**" has the meaning given to that term in Section 2 hereof.

"**Events of Default**" means the occurrence of any of the following under the Note and the other Transaction Documents:

(i) Failure to Pay. The Company shall fail to pay (i) when due any principal or interest payment on the due date under the Note or (ii) any other payment required under the terms of the Note or any other Transaction Document on the date due and such payment shall not have been made within five (5) days of the Company's receipt of the Purchaser's written notice to the Company of such failure to pay; or

(ii) A Disqualifying Event. A Disqualifying Event (as defined in Sections 6.2 (iv), (v), (vi), (ix), and (x) of the Purchase Agreement);

(iii) Breaches of Covenants. The Company shall fail to observe or perform any other covenant, obligation, condition or agreement contained in the Note or the other Transaction Documents and (i) if such failure a such failure shall continue until the later of for fifteen (15) days, or (ii) if such failure is not curable within such fifteen (15) day period, but is reasonably capable of cure within thirty (30) days, either (A) such failure shall continue for thirty (30) days or (B) the Company shall not have commenced a cure in a manner reasonably satisfactory to the Purchasers within the initial fifteen (15) day period; or

(iv) Representations and Warranties. Any material representation, warranty, certificate, or other statement (financial or otherwise) made or furnished by or on behalf of the Company to the Purchasers in writing in connection with the Note or any of the other Transaction Documents, or as an inducement to the Purchasers to enter into the Note and the other Transaction Documents, shall be intentionally false when made or furnished; or

(v) Other Payment Obligations. The Company shall default in the observance or performance of any other agreement, term or condition contained in any bond, debenture, note or other evidence of indebtedness, and the effect of such failure or default is to cause, or permit the Purchasers thereof to cause, indebtedness in an aggregate amount of one hundred thousand dollars (\$100,000) or more to become due prior to its stated date of maturity; or

(vi) Lane Affiliated Account. With respect to Notes issued to Lane Affiliated Companies, Inc., the Company shall be in default of such note if the Company grants a security interest in any account receivable of the Company from Lane Affiliated Companies, Inc.

"Lien" means, with respect to any property, any security interest, mortgage, pledge, lien, claim, charge or other encumbrance in, of, or on such property or the income therefrom, including, without limitation, the interest of a vendor or lessor under a conditional sale agreement, capital lease or other title retention agreement, or any agreement to provide any of the foregoing, and the filing of any financing statement or similar instrument under the Uniform Commercial Code or comparable law of any jurisdiction.

"Obligations" means all loans, advances, debts, liabilities and obligations, howsoever arising, owed by the Company to the Purchasers of every kind and description (whether or not evidenced by any note or instrument and whether or not for the payment of money), now existing or hereafter arising under or pursuant to the terms of the Note and the other Transaction Documents including, all interest, fees, charges, expenses, attorneys' fees and costs and accountants' fees and costs chargeable to and payable by the Company hereunder and thereunder, in each case, whether direct or indirect, absolute or contingent, due or to become due, and whether or not arising after the commencement of a proceeding under Title 11 of the United States Code (11 U.S.C. Section 101 et seq.), as amended from time to time (including post-petition interest) and whether or not allowed or allowable as a claim in any such proceeding.

"Permitted Liens" means (a) a security interest in accounts receivable or inventory of the Company granted to holder of Senior Indebtedness not to exceed \$5,000,000 and provided that the collateral is only accounts receivable or inventory (b) Liens for taxes not yet delinquent or Liens for taxes being contested in good faith and by appropriate proceedings for which adequate reserves have been established; (c) Liens in respect of property or assets imposed by law which were incurred in the ordinary course of business, such as carriers', warehousemen's, materialmen's and mechanics' Liens and other similar Liens arising in the ordinary course of business which are not delinquent or remain payable without penalty or which are being contested in good faith and by appropriate proceedings; (d) Liens incurred or deposits made in the ordinary course of business in connection with workers' compensation, unemployment insurance and other types of social security, and mechanic's Liens, carrier's Liens and other Liens to secure the performance of tenders, statutory obligations, contract bids, government contracts, performance and return of money bonds and other similar obligations, incurred in the ordinary course of business, whether pursuant to statutory requirements, common law or consensual arrangements; and (e) Liens in favor of the Purchaser.

"Person" means and includes an individual, a partnership, a corporation (including a business trust), a joint stock company, a limited liability company, an unincorporated association, a joint venture or other entity or a governmental authority.

"Senior Indebtedness" means indebtedness issued by the Company to any bank, insurance company or other bona-fide financial institution in the business of lending up to \$5,000,000 granted to lenders holding a security interest in Senior Indebtedness Collateral.

"Senior Indebtedness Collateral" means the accounts receivable or inventory of the Company, except account receivables from Lane Affiliated Companies, Inc. or any of its controlled subsidiaries for which no security interest will be granted by the Company to any person or third party.

"Transaction Documents" means the Note, the Purchase Agreement and this Security Agreement.

"UCC" means the Uniform Commercial Code as in effect in the applicable jurisdiction from time to time.

All capitalized terms not otherwise defined herein shall have the respective meanings given in the Note. Unless otherwise defined herein, all terms defined in the UCC have the respective meanings given to those terms in the UCC.

2. Grant of Security Interest and Subordination to Senior Lenders.

(a) As security for the Obligations, the Company hereby pledges to the Purchasers and grants to the Purchasers a security interest of first priority in all right, title and interests of the Company in and to the property described in Attachment 1 hereto, whether now existing or hereafter from time to time acquired (collectively, the **"Collateral"**).

(b) Notwithstanding the provisions of Section 2(a), Purchasers hereby subordinate to any lender of Senior Indebtedness any security interest or lien that Purchasers may have in Senior Indebtedness Collateral. Notwithstanding the respective dates of attachment or perfection of the security interest of Purchasers, the lenders of Senior Indebtedness shall at all times be prior to the security interest of Purchasers in Senior Indebtedness Collateral. Capitalized terms not otherwise defined herein shall have the same meaning as in the Loan Agreement.

(c) The Purchasers hereby agree to execute and deliver a reasonable subordination agreement approved by a majority of the holders of principal of the Notes to give effect to Section 2(b) with respect to any lender of Senior Indebtedness.

(d) No amendment of this Security Agreement or the Notes shall directly or indirectly modify the provisions of this Agreement in any manner which might terminate or impair the subordination of the Notes to Senior Indebtedness.

(e) The security interest of the Purchasers in the Collateral and any proceeds thereof shall automatically terminate in the event that the Purchasers purchase less than \$1,000,000 of Notes when required under the Purchase Agreement, unless such failure to purchase the Notes is due solely to a failure of the Company to satisfy one or more closing conditions of the Purchasers under Section 6.2 of the Purchase Agreement. Upon such termination, the Purchasers authorize the Company to promptly file any amendments to financing statements or other terminations or releases deemed necessary or advisable by the Company to evidence the release of the Purchaser's security interest in the Collateral.

3. General Representations and Warranties. The Company represents and warrants to the Purchasers that (a) the Company is the owner of the Collateral (or, in the case of after-acquired Collateral, at

the time the Company acquires rights in the Collateral, will be the owner thereof) and that no other Person has (or, in the case of after-acquired Collateral, at the time the Company acquires rights therein, will have) any right, title, claim or interest (by way of Lien or otherwise) in, against or to the Collateral, other than Permitted Liens; (b) upon the filing of UCC-1 financing statements in the appropriate filing offices, the Purchasers has (or in the case of after-acquired Collateral, at the time the Company acquires rights therein, will have) a first priority perfected security interest in the Collateral to the extent that a security interest in the Collateral can be perfected by such filing, except for Permitted Liens; (c) all inventory has been (or, in the case of hereafter produced inventory, will be) produced in compliance with applicable laws, including the Fair Labor Standards Act; (d) all accounts receivable and payment intangibles are genuine and enforceable against the party obligated to pay the same; (e) the originals of all documents evidencing all accounts receivable and payment intangibles of the Company and the only original books of account and records of the Company relating thereto are, and will continue to be, kept at the chief executive office of the Company or at such other locations as the Company may establish in accordance with this Agreement.

4. Covenants Relating to Collateral. The Company hereby agrees (a) to perform all acts that may be necessary to maintain, preserve, protect and perfect the Collateral, the Lien granted to the Purchasers therein and the perfection and priority of such Lien, except for Permitted Liens; (b) not to use or permit any Collateral to be used in violation in any material respect of any applicable law, rule or regulation; (c) to pay promptly when due all taxes and other governmental charges, all Liens and all other charges now or hereafter imposed upon or affecting any Collateral; and (d) to procure, execute and deliver from time to time any endorsements, assignments, financing statements and other writings reasonably deemed necessary or appropriate by the Purchasers to perfect, maintain and protect its Lien hereunder and the priority thereof and to deliver promptly to the Purchasers all originals of Collateral consisting of instruments.

5. Authorized Action by the Purchaser's Collateral Agent. The Purchasers hereby appoint Lane Affiliated Companies, Inc. as their collateral agent and the Company hereby irrevocably appoints Lane Affiliated Companies, Inc. as its attorney-in-fact (which appointment is coupled with an interest) and agrees that collateral agent may perform (but shall not be obligated to and shall incur no liability to the Company or any third party for failure so to do) any act which the Company is obligated by this Security Agreement to perform, and to exercise such rights and powers as the Company might exercise with respect to the Collateral.

6. Default and Remedies. The Company shall be deemed in default under this Security Agreement upon the occurrence and during the continuance of an Event of Default. Upon the occurrence and during the continuance of any such Event of Default, the Purchasers shall have the rights of a secured party under the UCC, all rights granted by this Security Agreement and by law, including the right to require the Company to assemble the Collateral and make it available to the Purchasers at a place to be designated by the collateral agent.

7. Miscellaneous.

(a) Notices. Except as otherwise provided herein, all notices, requests, demands, consents, instructions or other communications to or upon the Company or the Purchasers under this Security Agreement shall be in writing and delivered as provided in Section 7.9 of the Purchaser Agreement.

(b) Nonwaiver. No failure or delay on the Purchaser's part in exercising any right hereunder shall operate as a waiver thereof or of any other right nor shall any single or partial exercise of any such right preclude any other further exercise thereof or of any other right.

(c) Amendments and Waivers. This Security Agreement may not be amended or modified, nor may any of its terms be waived, except by written instruments signed by the Company and holders of a

majority in principal of the Notes. Each waiver or consent under any provision hereof shall be effective only in the specific instances for the purpose for which given.

(d) Assignments. This Security Agreement shall be binding upon and inure to the benefit of the Purchasers and the Company and their respective successors and assigns; provided, however, that the Company may not sell, assign or delegate rights and obligations hereunder without the prior written consent of the Purchaser.

(e) Cumulative Rights, etc. The rights, powers and remedies of the Purchasers under this Security Agreement shall be in addition to all rights, powers and remedies given to the Purchasers by virtue of any applicable law, rule or regulation of any governmental authority, any Transaction Document or any other agreement, all of which rights, powers, and remedies shall be cumulative and may be exercised successively or concurrently without impairing the Purchaser's rights hereunder. The Company waives any right to require the Purchasers to proceed against any person or entity or to exhaust any Collateral or to pursue any remedy in the Purchaser's power.

(f) Partial Invalidity. If at any time any provision of this Security Agreement is or becomes illegal, invalid or unenforceable in any respect under the law or any jurisdiction, neither the legality, validity or enforceability of the remaining provisions of this Security Agreement nor the legality, validity or enforceability of such provision under the law of any other jurisdiction shall in any way be affected or impaired thereby.

(g) Expenses. The Company shall pay on demand all reasonable fees and expenses, including reasonable attorneys' fees and expenses, incurred by the Purchasers in connection with custody, preservation or sale of, or other realization on, any of the Collateral or the enforcement or attempt to enforce any of the Obligations which is not performed as and when required by this Security Agreement.

(h) Construction. Each of this Security Agreement and the other Transaction Documents is the result of negotiations among, and has been reviewed by, the Company, the Purchaser, and their respective counsel. Accordingly, this Security Agreement and the other Transaction Documents shall be deemed to be the product of all parties hereto, and no ambiguity shall be construed in favor of or against the Company or the Purchaser.

(i) Entire Agreement. This Security Agreement taken together with the other Transaction Documents constitute and contain the entire agreement of the Company and the Purchasers and supersede any and all prior agreements, negotiations, correspondence, understandings and communications among the parties, whether written or oral, respecting the subject matter hereof.

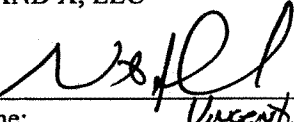
(j) Governing Law. This Security Agreement shall be governed by and construed in accordance with the laws of the State of Arizona without reference to conflicts of law rules (except to the extent governed by the UCC).

(k) Counterparts. This Security Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall be deemed to constitute one instrument.

[The remainder of this page is intentionally left blank]

IN WITNESS WHEREOF, the Company has caused this Security Agreement to be executed as of the day and year first above written.

BRAND X, LLC

By: 
Name: Vincent J. MAROLD
Title: CEO / MANAGER

AGREED:

PURCHASER

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the Company has caused this Security Agreement to be executed as of the day and year first above written.

BRAND X, LLC

By: _____
Name: _____
Title: _____

AGREED:

PURCHASER

David J. Laws
By: _____
Name: David J. Laws
Title: _____

IN WITNESS WHEREOF, the Company has caused this Security Agreement to be executed as of the day and year first above written.


BRAND X, LLC

By: _____
Name: _____
Title: _____

AGREED:

PURCHASER

LANE AFFILIATED COS.

By: 
Name: DAVID B. LANE
Title: EXEC. VICE PRESIDENT

IN WITNESS WHEREOF, the Company has caused this Security Agreement to be executed as of the day and year first above written.

BRAND X, LLC

By: _____
Name: _____
Title: _____

AGREED:

PURCHASER

Malcolm B. Howard

By: Malcolm B. Howard
Name: Malcolm B. Howard
Title: _____

IN WITNESS WHEREOF, the Company has caused this Security Agreement to be executed as of the day and year first above written.

BRAND X, LLC

By: _____
Name: _____
Title: _____

AGREED:

PURCHASER

MICHAEL D BROWN INVESTMENTS LLC.
15230 N 75TH SUITE 1010
SCOTTSDALE AZ 85260

By: _____
Name: MICHAEL D BROWN
Title: SOLE MEMBER

ATTACHMENT 1

TO SECURITY AGREEMENT

All right, title, interest, claims and demands of the Company in and to the following property:

(i) All goods and equipment now owned or hereafter acquired, including, without limitation, all laboratory equipment, computer equipment, office equipment, machinery, fixtures, vehicles, and any interest in any of the foregoing, and all attachments, accessories, replacements, substitutions, additions, and improvements to any of the foregoing, wherever located;

(ii) All (a) all patents and patent rights (and applications and registrations therefor) and all reissues, divisions, renewals, extensions, provisionals, continuations, and continuations-in-part thereof, (b) any marks, markings, identifiers, trade names, trade styles, service marks, related goodwill and any other similar titles, rights, and interests for any product or class of products (and applications and registrations therefor), (c) all inventions, (d) all copyrights and mask work rights (and applications and registrations therefor), (e) all industrial design rights (and all applications and registrations therefor), (f) all software and computer programs, (g) all rights related to databases and data collections (including knowledge databases, customer lists and customer databases), (h) all trade secrets and rights in proprietary information, (i) all product formulas, methods, processes, know how, drawings, specifications and descriptions, (j) all memoranda, notes, and records with respect to any research and development, (k) all goodwill, (l) all license agreements and franchise agreements, (m) all blueprints and drawings, (n) all purchase orders and route lists, (o) all infringements and claims, (p) all computer programs, computer disks and computer tapes, (q) all literature, reports and catalogs, (r) all income tax refunds, (s) all payments of insurance and rights to payment of any kind, (t) any and all similar, corresponding or equivalent rights to any of the foregoing, and (u) all statutory or common law rights throughout the world in, arising out of, or associated with any of the foregoing, whether the foregoing is in tangible or intangible form or contained on magnetic media readable by machine together with all such magnetic media;

(iii) Any and all claims, rights and interests in any of the above and all substitutions for, additions and accessions to and proceeds thereof, including, without limitation, insurance, condemnation, requisition or similar payments and the proceeds thereof.