

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Collateral Assignment and Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Schell & Kampeter, Inc.		12/31/2007	CORPORATION: MISSOURI

RECEIVING PARTY DATA	
Name:	Richard H. Schell
Street Address:	103 North Olive
City:	Meta
State/Country:	MISSOURI
Postal Code:	65058
Entity Type:	INDIVIDUAL: UNITED STATES

PROPERTY NUMBERS Total: 22

Property Type	Number	Word Mark
Serial Number:	77327453	
Serial Number:	77242109	EXTREME ATHLETE
Serial Number:	78702336	COMPASSION
Serial Number:	78596981	BB
Registration Number:	2615346	
Registration Number:	2976535	COUNTRY VALUE
Registration Number:	3248244	CHECKUPS
Registration Number:	3254296	ARTHROCARE
Registration Number:	3260718	DIAMOND NATURALS
Registration Number:	3266302	IT'S WHAT'S INSIDE THAT COUNTS
Registration Number:	3357127	BRIGHT BITES
Registration Number:	3363826	TASTE OF THE WILD
Registration Number:	2615342	
Registration Number:	2615344	

CH \$565.00 77327453

Registration Number:	2615343	
Registration Number:	2615345	
Registration Number:	2615347	
Registration Number:	1629346	PROFESSIONAL
Registration Number:	1639225	NUTRA-NUGGETS
Registration Number:	1792835	DIAMOND
Registration Number:	1882415	DIAMOND
Registration Number:	1934240	PREMIUM EDGE

CORRESPONDENCE DATA

Fax Number: (314)621-5065
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 314-621-5070
Email: iptm@armstrongteasdale.com
Correspondent Name: Meredith P. Gammill
Address Line 1: One Metropolitan Square, Suite 2600
Address Line 4: St. Louis, MISSOURI 63102

ATTORNEY DOCKET NUMBER:	20179
NAME OF SUBMITTER:	Meredith P. Gammill
Signature:	/MPG-ATLLP/
Date:	02/06/2008

Total Attachments: 8
source=s2615480_1#page1.tif
source=s2615480_2#page1.tif
source=s2615480_3#page1.tif
source=s2615480_4#page1.tif
source=s2615480_5#page1.tif
source=s2615480_6#page1.tif
source=s2615480_7#page1.tif
source=s2615480_8#page1.tif

TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT

THIS AGREEMENT (this "*Agreement*"), dated effective December 31, 2007, is executed by and between Schell & Kampeter, Inc., a Missouri corporation ("*Assignor*"), and Richard H. Kampeter, an individual residing in the State of Florida ("*Lender*").

WHEREAS, the Michael J. Kampeter 2007 Irrevocable Trust and Michael J. Kampeter (collectively, the "*First Borrowers*") is seeking or has been given a loan, is the maker of a promissory note, or otherwise is presently or will be indebted or obligated for money borrowed to Lender;

WHEREAS, the Thomas B. Kampeter 2007 Irrevocable Trust and Thomas B. Kampeter (collectively, the "*Second Borrowers*") is seeking or has been given a loan, is the maker of a promissory note, or otherwise is presently or will be indebted or obligated for money borrowed to Lender;

WHEREAS, the John P. Kampeter 2007 Irrevocable Trust and John P. Kampeter (collectively, the "*Third Borrowers*") is seeking or has been given a loan, is the maker of a promissory note, or otherwise is presently or will be indebted or obligated for money borrowed to Lender;

WHEREAS, the Andrew J. Kampeter 2007 Irrevocable Trust and Andrew J. Kampeter (collectively, the "*Fourth Borrowers*") is seeking or has been given a loan, is the maker of a promissory note, or otherwise is presently or will be indebted or obligated for money borrowed to Lender;

WHEREAS, the Ann M. Kampeter 2007 Irrevocable Trust and Ann M. Kampeter (collectively, the "*Fifth Borrowers*") is seeking or has been given a loan, is the maker of a promissory note, or otherwise is presently or will be indebted or obligated for money borrowed to Lender;

WHEREAS, the First Borrowers, the Second Borrowers, the Third Borrowers, the Fourth Borrowers and the Fifth Borrowers are collectively referred to herein as "*Borrower*";

WHEREAS, for the purpose of inducing Lender to make a loan and/or extend credit to Borrower, Assignor entered into that certain Guarantee Agreement of even date herewith between the parties hereto, whereby Assignor guarantees the prompt payment of the indebtedness and liabilities of Borrower to Lender in accordance with the terms and conditions set forth therein (the "*Guarantee*"); and

WHEREAS, in connection with and to further secure the Guarantee, Assignor has agreed to grant to Lender a security interest in, and collaterally assigns to Lender, certain trademark rights, as set forth herein;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby agrees with Lender as follows:

1. Grant of Security Interest; Collateral Assignment.

(a) To secure the complete and timely satisfaction of all indebtedness and obligations of Borrower to Lender (the "*Obligations*"), Assignor hereby grants to Lender a first priority security interest in any and all of its right, title and interest in and to the trademark(s), trade name(s) and servicemark(s) listed on Schedule A hereto (as the same may be amended pursuant hereto from time to time) (collectively, the "*Trademark*"), including, without limitation, all renewals thereof, all proceeds thereof (such as, by way of example, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements and all rights corresponding thereto throughout the world (all of the foregoing are collectively called the "*Trademark Rights*"), and the goodwill of the business to which the Trademark relates (the "*Associated Goodwill*") (the Trademark, the Trademark Rights, and the Associated Goodwill are collectively called the "*Trademark Collateral*").

(b) In addition to the grant of security interest provided in paragraph 1(a), Assignor hereby assigns and conveys to Lender all of its right, title and interest in and to the Trademark Collateral; provided, however, that such assignment and conveyance shall be and become of force and effect only, and shall immediately and automatically become of force and effect without further action, upon the occurrence of an Event of Default (as defined herein).

2. Representations, Warranties and Covenants of Assignor. Assignor represents, covenants and warrants to Lender that Assignor has the unqualified right to enter into this Agreement and to perform its terms.

3. Further Assurances. Assignor agrees that at any time and from time to time, at the expense of Assignor, Assignor will promptly execute and deliver all further instruments and documents, and take all further action, that may be necessary or desirable, or that Lender may reasonably request, in order to perfect and protect the security interest and collateral assignment granted or purported to be granted hereby or to enable Lender to exercise its rights and remedies hereunder.

4. Additional Trademarks. If, before the Obligations shall have been satisfied in full, Assignor shall obtain rights to any registrations of any new trademark(s), trade name(s) or servicemark(s) or application(s) therefor, the provisions of paragraph 1 shall automatically apply thereto and Assignor shall give Lender prompt written notice thereof.

5. Modification by Lender. Assignor authorizes Lender to modify this Agreement by amending Schedule A to include any future registrations of any trademark(s), trade name(s) or servicemark(s), or future application(s) therefor, covered by paragraphs 1 and 5 hereof, without the signature of Assignor to the extent permitted by applicable law.

6. Rights of Assignor. Unless and until there shall have occurred an Event of Default, Assignor shall own the title to the Trademark Collateral and shall have the exclusive, nontransferable right to use the Trademark on and in connection with products sold by Assignor, for Assignor's own benefit and account and for none other. Assignor agrees not to sell or assign

its interest in, or grant any license under the Trademark or the other Trademark Collateral without the prior written consent of Lender.

7. Default. The occurrence of any of the following shall constitute an "*Event of Default*" under this Agreement: (a) any default in the payment or performance of any Obligation (as defined herein); (b) any representation or warranty made by Assignor herein shall prove to be incorrect, false or misleading in any material respect when made; and (c) Assignor shall fail to observe or perform any material obligation or agreement contained herein. If any Event of Default shall have occurred, Lender shall have, in addition to all other rights and remedies given it by this Agreement, those 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 Trademark Collateral may be located.

8. Termination of Agreement. At such time as Assignor shall completely satisfy all of the Obligations, this Agreement shall terminate and Lender shall execute and deliver to Assignor, at Assignor's expense, and without recourse, representation or warranty, all releases, assignments and other instruments as may be necessary or proper to re-vest in Assignor full title to the Trademark Collateral, subject to any disposition thereof which may have been made by Lender pursuant hereto.

9. Expenses. Any and all reasonable fees, costs and expenses, of whatever kind or nature, including, without limitation, reasonable attorneys' fees and legal expenses, incurred by Lender in connection with the preparation of this Agreement and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including, without limitation, all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or otherwise protecting, maintaining or preserving the Trademark Collateral, or in defending or prosecuting any actions or proceedings arising out of or related to the Trademark Collateral, shall, to the extent permitted by applicable law, be borne and paid by Assignor on demand by Lender.

10. Preservation of Trademark Rights. Assignor shall have the duty, through counsel reasonably acceptable to Lender, to do any and all acts which are reasonably necessary or desirable to preserve and maintain all rights in the Trademark. Any expenses incurred in connection with the foregoing shall be borne by Assignor.

11. Lender Appointed Attorney-In-Fact. Assignor hereby authorizes and empowers Lender, upon and after the occurrence of an Event of Default, to make, constitute and appoint any officer or agent of Lender as Lender may select, in its exclusive discretion, as Assignor's true and lawful attorney-in-fact, with the power to endorse Assignor's name on all applications, documents, papers and instruments necessary for Lender to use the Trademark or the other Trademark Collateral, or to grant or issue any exclusive or non-exclusive license under the Trademark Collateral to Lender or anyone else, or necessary for Lender to assign, pledge, convey or otherwise transfer title in or dispose of the Trademark Collateral to anyone else. Assignor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable for the life of this Agreement.

12. Lender May Act. If Assignor fails to comply with any of its obligations hereunder, Lender may do so in Assignor's name or in Lender's name to the extent permitted by applicable law, but at Assignor's expense, and Assignor hereby agrees to reimburse Lender in full for all reasonable expenses, including, without limitation, reasonable attorneys fees, incurred by Lender in protecting, defending or maintaining the Trademark Collateral or any part thereof.

13. Rights Cumulative. All of Lender's rights and remedies with respect to the Trademark Collateral or by any other agreements or by law, shall be cumulative and may be exercised singularly or concurrently.

14. Severability. 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 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 Agreement in any jurisdiction.

15. Inurement. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the parties; provided however, that the foregoing provision shall not invalidate or otherwise modify the restrictions imposed on Assignor hereunder with respect to transferring any part of or interest in the Trademark Collateral.

16. Governing Law. The validity and interpretation of this Agreement and the rights and obligations of the parties shall be governed and construed in accordance with the internal laws of the State of Missouri.

17. Headings. The headings contained in this Agreement are and shall be without substantive meaning or content of any kind whatsoever and are not a part of the agreement between the parties hereto.

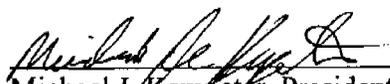
18. Counterparts. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original for all purposes, and all of which shall constitute but one and the same instrument.

[THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of December 31, 2007.

ASSIGNOR

SCHELL & KAMPETER, INC.

By: 
Michael J. Kampeter, President

LENDER

Richard H. Kampeter

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of
December 31, 2007.

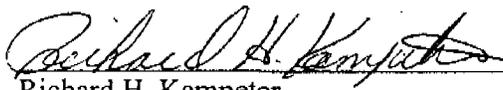
ASSIGNOR

SCHELL & KAMPETER, INC.

By: _____

Michael J. Kampeter, President

LENDER



Richard H. Kampeter

TRADEMARK

REEL: 003714 FRAME: 0154

SCHEDULE A

Trademarks

See attached.

U.S. TRADEMARKS

Trademark	Application Number
	SERIAL NO. 77-327453
EXTREME ATHLETE	SERIAL NO. 77-242109
COMPASSION	SERIAL NO. 78-702336
BB	SERIAL NO. 78-596981
	REG. NO. 2,615,346
COUNTRY VALUE	REG. NO. 2,976,535
CHECKUPS	REG. NO. 3,248,244
ARTHROCARE	REG. NO. 3,254,296
DIAMOND NATURALS	REG. NO. 3,260,718
IT'S WHAT'S INSIDE THAT COUNTS	REG. NO. 3,266,302
BRIGHT BITES	REG. NO. 3,357,127
TASTE OF THE WILD	REG. NO. 3,363,826
	REG. NO. 2,615,342
	REG. NO. 2,615,344
	REG. NO. 2,615,343
	REG. NO. 2,615,345
	REG. NO. 2,615,347
PROFESSIONAL	REG. NO. 1,629,346
NUTRA-NUGGETS	REG. NO. 1,639,225
DIAMOND	REG. NO. 1,792,835
	REG. NO. 1,882,415
PREMIUM EDGE	REG. NO. 1,934,240

TRADEMARK