

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
Aubrey P. Nathan		02/16/2008	INDIVIDUAL:
RECEIVING PARTY DATA			
Name:	Lathrop & Gage, LC		
Street Address:	1845 S. National Ave.		
City:	Springfield		
State/Country:	MISSOURI		
Postal Code:	65808		
Entity Type:	Limited Company:		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	73270752	TINK'S	
Serial Number:	76417360	TINK'S	
Registration Number:	1456049	TINK'S TOTAL PROTECTION	
Serial Number:	76417361	TINK'S	
Serial Number:	76416362		
CORRESPONDENCE DATA			
Fax Number:	(417)886-9126		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	417-886-2000		
Email:	ipdocketing@lathropgage.com		
Correspondent Name:	Joseph L. Johnson		
Address Line 1:	1845 S. National Ave.		
Address Line 4:	Springfield, MISSOURI 65808		
ATTORNEY DOCKET NUMBER:	452305		

CH \$140.00 73270752

NAME OF SUBMITTER:	Joseph L. Johnson
Signature:	/Joseph L. Johnson/
Date:	02/19/2008
Total Attachments: 3 source=tinkssecurity2#page1.tif source=tinkssecurity2#page2.tif source=tinkssecurity2#page3.tif	

SECURITY AGREEMENT

THIS SECURITY AGREEMENT (hereinafter the "Agreement") entered into on this 16th day of February, 2008, by and between Aubrey P. Nathan, Jr. aka Tink Nathan, a single person (hereinafter "Debtor"), and Lathrop & Gage L.C., a Missouri limited liability company (hereinafter "Secured Party"), for valuable consideration, receipt of which is hereby acknowledged by Debtor, it is hereby agreed as follows:

1. **Creation Of Security Interest.** To secure payment of a certain Promissory Note of even date herewith in the original principal amount of \$67,946.52 made by Debtor and payable to Secured Party (the "Note"), Debtor hereby grants to Secured Party a security interest in the following assets of Debtor, now owned or hereafter acquired, wherever located, and all products, proceeds and replacements thereof (collectively, the "Collateral"):

a. All of Debtor's accounts, contract rights, general intangibles and payment intangibles; and

b. All patents, copyrights, trademarks, service marks and other intellectual property including, without limitation, including the following:

- (i) TINK'S (Stylized), Reg. No. 1,207,374;
- (ii) TINK'S TOTAL PROTECTION, Reg. No. 1,456,049;
- (iii) TINK'S, Ser. No. 76/417,360;
- (iv) TINK'S, ser. No. 76/417,361; and
- (v) TINK'S TOTAL PROTECTION, Ser. No. 76/416,362.

2. **Perfection of Security Interest.** Debtor hereby authorizes and grants Secured Party the power to execute (if necessary) and file any Uniform Commercial Code (UCC) financing statement, amendment, continuation, termination or other document in order to perfect, amend, continue or terminate Secured Party's security interest granted herein and Debtor shall pay all related fees and costs necessary to protect the security interest granted herein against the rights or interests of third parties.

3. **Future Advances Secured.** The security interest granted herein shall also secure the payment of all debts, liabilities, and obligations of Debtor to Secured Party of every kind and character whatsoever, whether now existing or hereafter arising, primary or secondary, direct or indirect, absolute or contingent including, without limitation, all obligations of Debtor on account and for future advances or services provided by Secured Party to Debtor under the Engagement letter between Secured Party and Debtor dated September 6, 2006, a true copy of which is attached hereto and incorporated by reference as Exhibit A.

4. **Warranties By Debtor.** Debtors hereby warrant and represent as follows:

a. Debtor is a single person residing at 275 Witt Road, Centerpoint, TX 78010-3600.

b. Debtor now owns the Collateral free and clear of all liens and encumbrances, and will defend title to the same against the claims and demands of all persons other than Secured Party or its assigns, and any person claiming by, through or under Secured Party.

c. Debtor will preserve the Collateral and keep it in reasonably good condition and working order.

d. Debtor will not sell, assign or otherwise dispose of the Collateral, or subject it to any unpaid charge or any subsequent lien or interest of a third person, unless Secured Party gives prior written consent thereto.

5. **Default By Debtor.** Debtor shall be in default under this Agreement upon the occurrence of any of the following events:

a. Default in the payment of any obligation under the Note, or performance of any covenant or liability contained herein;

b. Reasonable determination by Secured Party that any warranty or representation by Debtor herein was false when made;

c. Dissolution, termination of existence, insolvency or business failure of Debtor, or appointment of a receiver for any part of the Collateral, assignment for the benefit of creditors or the commencement of any proceedings under any bankruptcy or insolvency law by or against Debtor.

6. **Remedies Of Secured Party.** Upon default, and at any time thereafter, the Secured Party may at its option declare all obligations secured hereby immediately due and payable in full and may proceed to enforce payment of the same and exercise any and all rights and remedies provided by the Uniform Commercial Code of Missouri as well as all other rights and remedies possessed by Secured Party. Secured Party may require Debtor to assemble the Collateral and make it available to Secured Party. Debtor shall pay the expense for retaking, holding, preparing for sale, selling and the like. Debtor shall also pay all costs of enforcement or collection, including a reasonable attorney's fee, incurred in connection with this Agreement, including any such costs and fees incurred in connection with any proceeding under Title 11 of the United States Code filed by or against the undersigned.

7. **Notices.** Any notification of sale or other disposition of the Collateral required to be given by Secured Party shall be sufficient if given personally or by first class mail, postage prepaid, not less than ten (10) days prior to the day on which such sale or other disposition will be made, and such notification shall be deemed reasonable notice if mailed to Debtor at 275 Witt Road, Centerpoint, TX 78010-3600, or such other address as Debtor may designate in writing to Secured Party from time to time hereafter.

8. **Miscellaneous Provisions.** Debtor and the Secured Party further agree as follows:

a. No delay on the part of Secured Party in exercising any right, remedy or privilege hereunder, or under the Note secured hereby, nor the acceptance of late or partial payments, shall operate as a waiver of any right, remedy or privilege that Secured Party may have hereunder.

b. No waiver by Secured Party of any default, nor the single or partial exercise of any right, remedy or privilege that Secured Party may have hereunder or under the Note secured hereby, shall operate as a waiver of any other default.

c. Upon full performance of Debtor's obligations under this agreement and full payment of Debtor's obligations under the Note, this Security Agreement shall be void and Secured Party shall terminate and release its security interest in the Collateral, otherwise this Agreement to remain in full force and effect.

d. The terms of this Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

e. This Agreement is entered into in the State of Missouri and shall be construed and enforced according to the laws of the State of Missouri.

f. Debtor hereby consents to exclusive jurisdiction and venue of any state or federal court situated in Greene County, Missouri with regard to any actions, claims, disputes or proceedings relating to this Agreement, the Note, the Collateral, or any of the transactions arising therefrom.

g. This Agreement shall be binding upon the parties hereto and their heirs, successors and assigns.

h. This Agreement may be executed by facsimile signatures which shall be treated for all purposes as original signatures.

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year having first been written above.

SECURED PARTY:

DEBTOR:

LATHROP & GAGE L.C.

By 
Dan R. Nelson, Member
Randell A. Wallace

By 
Aubrey F. Nathan, Jr. aka
Tink Nathan 