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FINANCE

To the Director of the U. S. Patent and Trademark Office, at the new address(es) below.

1. Name of conveying party(ies):
Luxine, Inc. a California Corporation

- Individual(s)
- General Partnership
- Corporation- State: California
- Other _____

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies)
Additional names, addresses, or citizenship attached? Yes No

Name: VenCore Solutions LLC
 Internal Address: Suite 350
 Street Address: 4500 SW Kruse Way
 City: Portland
 State: OR
 Country: USA Zip: 97035

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship Delaware
- Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) January 24, 2008

- Assignment
- Security Agreement
- Merger
- Change of Name
- Other _____

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)

78409921, 78409907, 784009935, 7849944

Additional sheet(s) attached? Yes No

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

Coolrange, Cooltop, Coolheat, Coolwave - Filing Date/s: 04/28/2004

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Ki Seh Pond

Internal Address: Suite 350

Street Address: 4500 SW Kruse Way

City: Lake Oswego

State: OR Zip: 97035

Phone Number: 503-699-4997

Fax Number: 503-675-3136

Email Address: kiseh@vencorecapital.com

6. Total number of applications and registrations involved: 4

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 160.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____

Refund Expiration Date 02/15/2008 DBYRNE 0000161293

b. Deposit Account Number _____

Authorized User CHECK Refund Total: \$45.00

9. Signature: Ki Seh Pond

02/08/2008

Ki Seh Pond

Signature

Date

Name of Person Signing

Total number of pages including cover sheet, attachments, and 10 0000161293

Documents to be recorded (including cover sheet) should be faxed to (571) 273-5000, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

40.00 OP
75.00 OP

VENCORE SOLUTIONS LLC

Financial Services and Emerging Growth Companies Coming Together

VENCORE SOLUTIONS LLC, a Delaware Limited Liability Company
4500 SW Kruse Way, Suite 350 • Lake Oswego, OR 97035
(503) 699-4997 • Fax: (503) 675-3136

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of January 24, 2008 by and among VENCORE SOLUTIONS LLC, a Delaware Limited Liability Company ("Lender") and Luxine, Inc., a California Corporation ("Grantor").

RECITALS

Lender has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Lender and Grantor dated of even date herewith (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"); capitalized terms used herein are used as defined in the Loan Agreement).

Lender is willing to extend and to continue to extend financial accommodations to Grantor, but only upon the condition, among others, that Grantor shall grant to Lender a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

Pursuant to the terms of the Loan Agreement, Grantor has granted to Lender a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement and all other agreements now existing or hereafter arising between Grantor and Lender, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure the Obligations under the Loan Agreement, Grantor grants and pledges to Lender a security interest in all of Grantor's right, title and interest in, to and under its intellectual property (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions, continuations, renewals, extensions and continuations-in-part thereof (collectively, "Intellectual Property Collateral").

This security interest is granted in conjunction with the security interest granted to Lender under the Loan Agreement. The rights and remedies of Lender with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Lender as a matter of law or equity. Each right, power and remedy of Lender provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Lender of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Lender, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

IP Security Agreement

Page 1 of 5

Confidential



(initials of Grantor)



(initials of Grantor)

TRADEMARK
REEL: 003722 FRAME: 0239

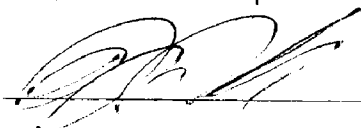
IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

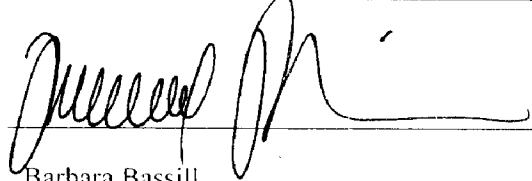
Address of Grantor:

Luxine, Inc., a California Corporation

4980 Latigo Canyon Road
Malibu, CA 90265
Attention: Nicholas Bassill

By: 
Name: Nicholas Bassill

Title: President and CEO

By: 
Name: Barbara Bassill

Title: Vice President

LENDER:

Address of Lender:

VENCORE SOLUTIONS LLC,
a Delaware Limited Liability Company

4500 SW Kruse Way, Suite 350
Lake Oswego, OR 97035
Attention: Jim Johnson

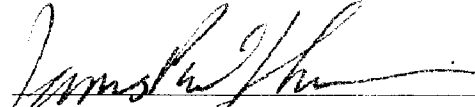
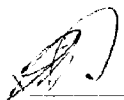
By: 
Name: JAMES PAUL JOHNSON
Title: SWP

EXHIBIT A
COPYRIGHTS

Description	Registration Number	Registration Date
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Not Applicable

IP Security Agreement
Confidential

 (initials of Grantor)


 (initials of Grantor)

EXHIBIT B

PATENTS

Description	Patent / Application Number	Issue / Application Date
Induction Range	D501,117	1/25/2005
Induction Heating and Control System and Method with High Reliability and Advanced Performance Features	6,630,650	10/7/2003
Induction Cooktop with Remote Power Electronics	20060289489	12/28/2006
Induction Cooktop on Range Oven with Remote Power Electronics and Noise Reduction	60/679,461 X	5/9/2005

IP Security Agreement

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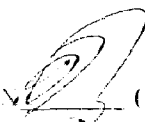
 (initials of Grantor)


 (initials of Grantor)

EXHIBIT C
TRADEMARKS

Description	Serial Number	Filing Date
COOLRANGE	78409921	4/28/2004
COOLTOP	78409907	4/28/2004
COOLHEAT	78409935	4/28/2004
COOLWAVE	78409944	4/28/2004

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 (initials of Grantor)

 (initials of Grantor)