

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
Reveille LLC		02/13/2008	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank
Street Address:	131 South Dearborn
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603-5506
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 15

Property Type	Number	Word Mark
Registration Number:	3315099	NASHVILLE STAR
Registration Number:	2896299	REVEILLE
Registration Number:	3319941	THE BIGGEST LOSER
Registration Number:	3074579	THE BIGGEST LOSER
Serial Number:	76669762	ADFIGHT
Serial Number:	77283809	MY DAD IS BETTER THAN YOUR DAD
Serial Number:	77283772	MY MOM IS BETTER THAN YOUR MOM
Serial Number:	78617465	THE BIGGEST LOSER
Serial Number:	78617448	THE BIGGEST LOSER
Serial Number:	78617415	THE BIGGEST LOSER
Serial Number:	78617155	THE BIGGEST LOSER
Serial Number:	78617485	THE BIGGEST LOSER
Serial Number:	78617089	THE BIGGEST LOSER
Serial Number:	78617194	THE BIGGEST LOSER

CH \$390.00 3315099

Serial Number:	78617393	THE BIGGEST LOSER
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CORRESPONDENCE DATA

Fax Number: (202)739-3001
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 202-739-5652
Email: chowell@morganlewis.com
Correspondent Name: Catherine R. Howell, Senior Paralegal
Address Line 1: 1111 Pennsylvania Ave., N.W.
Address Line 2: Morgan, Lewis & Bockius LLP
Address Line 4: Washington, DISTRICT OF COLUMBIA 20004

ATTORNEY DOCKET NUMBER:	066397-0389
NAME OF SUBMITTER:	Catherine R. Howell, Senior Paralegal
Signature:	/Catherine R. Howell/
Date:	03/10/2008

Total Attachments: 18
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TRADEMARK SECURITY AGREEMENT
(TRADEMARKS, TRADEMARK REGISTRATIONS,
TRADEMARK APPLICATIONS AND TRADEMARK LICENSES)

WHEREAS, Shine Limited (the "Borrower"), and certain of the Guarantors referred to in the Credit Agreement (as defined below) (the Borrower and such Guarantors, each a "Pledgor" and collectively the "Pledgors") now own or hold and may hereafter adopt, acquire or hold Trademarks (defined as all of the following: all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade dress, logos, other source of business identifiers and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof or similar property rights, and all applications in connection therewith, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state thereof or any other country or any political subdivision of any thereof, and all reissues, extensions or renewals thereof), including, without limitation, the Trademarks listed on Schedule A annexed hereto, as such Schedule may be amended from time to time by the addition of Trademarks subsequently registered or otherwise adopted or acquired;

WHEREAS, pursuant to that certain Credit and Guaranty Agreement dated as of February 13, 2008 (as the same may be amended, supplemented or otherwise modified, renewed or replaced from time to time, the "Credit Agreement") among the Borrower, the Guarantors referred to therein, the Lenders referred to therein (the "Lenders"), JPMorgan Chase Bank, N.A., as Administrative Agent for the Lenders (in such capacity, the "Administrative Agent") and as Issuing Bank (in such capacity, the "Issuing Bank"), and J.P. Morgan Europe Limited, as Sterling Agent (the "Sterling Agent"), the Lenders have agreed to make loans and extend other financial accommodations to the Borrower;

WHEREAS, pursuant to the terms of the Security Agreement dated as of February 13, 2008 between, among others, the Pledgors that are U.S. Guarantors and the Administrative Agent that was entered into in connection with the Credit Agreement, such have Pledgors have granted to the Administrative Agent (for the benefit of itself, the Issuing Bank, the Sterling Agent and the Lenders) a security interest in and to all personal property of the Pledgors, including, without limitation, all right, title and interest of the Pledgors in, to and under all of the Pledgors' Trademarks and Trademark licenses (including, without limitation, those Trademark licenses listed on Schedule B hereto), whether now owned, presently existing or hereafter arising, adopted or acquired and whether or not in the possession of the Pledgors, together with the goodwill of the business connected with, and symbolized by, the Trademarks and all products and proceeds thereof and all income therefrom, including, without limitation, any and all causes of action that exist now or may exist in the future by reason of infringement or dilution thereof or

injury to the associated goodwill, to secure the payment and performance of the Obligations (as such term is defined in the Credit Agreement); and

WHEREAS, the Administrative Agent and the Pledgors by this instrument seek to confirm and make a record of the grant of a security interest in the Trademarks, Trademark licenses and the goodwill associated therewith.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Pledgor does hereby grant to the Administrative Agent (for the benefit of itself, the Issuing Bank, the Sterling Agent, and the Lenders), as security for the Obligations (other than the Obligations excluded from the guaranty in Section 8.1(a) of the Credit Agreement), a continuing security interest in all of such Pledgor's right, title and interest in, to and under the following subject to the exclusions set forth in the Security Agreement (all of the following items or types of property being collectively referred to herein as the "Trademark Collateral"), whether now owned, presently existing or hereafter arising, adopted or acquired and whether or not in the possession of such Pledgor:

(i) each Trademark and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, including, without limitation, each Trademark referred to in Schedule A annexed hereto;

(ii) each Trademark license, including, without limitation, each Trademark license referred to in Schedule B annexed hereto, to the extent such Trademark license does not prohibit the licensee from assigning or granting a security interest in its rights thereunder; and

(iii) all products and proceeds of, and income from, any of the foregoing, including, without limitation, any claim by such Pledgor against third parties for the past, present or future infringement or dilution of any Trademark or any Trademark licensed under any Trademark license, or for injury to the goodwill associated with any Trademark.

Each Pledgor agrees to deliver updated copies of Schedules A and B to the Administrative Agent at the end of each fiscal quarter in which such Pledgor registers or otherwise adopts or acquires any Trademark not listed on Schedule A hereto or enters into any Trademark license not listed on Schedule B hereto, and to duly and promptly execute and deliver, or have duly and promptly executed and delivered, at the cost and expense of the Pledgors, such further instruments or documents (in form and substance reasonably satisfactory to the Administrative Agent), and promptly perform, or cause to be promptly performed, upon the reasonable request of the Administrative Agent, any and all acts, in all cases, as may be necessary, proper or advisable from time to time, in the reasonable judgment of the Administrative Agent, to carry out the provisions and purposes of the Credit Agreement and this Trademark Security Agreement, and to provide, perfect and preserve the liens of the Administrative Agent (for the benefit of itself, the Issuing Bank, the Sterling Agent and the Lenders) granted pursuant to the Credit Agreement, this Trademark Security Agreement, and the other Fundamental Documents (as defined in the Credit Agreement) in the Trademark Collateral or any portion thereof.

Each Pledgor agrees that if any person, firm, corporation or other entity shall do or perform any act that the Administrative Agent believes constitutes an infringement of any

Trademark, or violate or infringe any right of such Pledgor, the Administrative Agent, the Issuing Bank, the Sterling Agent or the Lenders, or if any person, firm, corporation or other entity shall do or perform any act that the Administrative Agent reasonably believes constitutes an unauthorized or unlawful use thereof, then and in any such event, upon thirty (30) days' prior written notice to such Pledgor (or if an Event of Default (as defined in the Credit Agreement) is at the time continuing, then without notice), the Administrative Agent may and shall have the right to take such reasonable steps and institute such reasonable suits or proceedings as the Administrative Agent may deem advisable or necessary to prevent such act and conduct and to secure damages and other relief by reason thereof, and to generally take such steps as may be advisable, necessary or proper for the full protection of the rights of the parties. The Administrative Agent may take such steps or institute such suits or proceedings in its own name or in the name of such Pledgor or in the names of the parties jointly. The Administrative Agent hereby agrees to give such Pledgor notice of any steps taken, or any suits or proceedings instituted, by the Administrative Agent pursuant to this paragraph and the Pledgor agrees to assist the Administrative Agent with any steps taken, or any suits or proceedings instituted by, the Administrative Agent pursuant to this paragraph (provided that the failure to give any such notice shall not affect the validity of any of the same) at the Pledgors' sole expense.

This security interest is granted in conjunction with the security interests granted to the Administrative Agent (for the benefit of itself, the Issuing Bank, the Sterling Agent and the Lenders) pursuant to the Credit Agreement. The Pledgor and the Administrative Agent do hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent (for the benefit of itself, the Issuing Bank, the Sterling Agent and the Lenders) with respect to the security interest made and granted hereby are subject to, and more fully set forth in, the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

This Trademark Security Agreement is made for collateral purposes only. At such time as all Commitments (as defined in the Credit Agreement) under the Credit Agreement have terminated, all Obligations have been indefeasibly fully paid and performed and all Letters of Credit (as defined in the Credit Agreement) have expired or been terminated or canceled, the Administrative Agent (on behalf of itself, the Issuing Bank, the Sterling Agent and the Lenders) shall promptly execute and deliver to the Pledgor, at the Pledgors' expense, without representation, warranty or recourse, all releases and reassignments, termination statements and other instruments requested by the Pledgors as may be necessary or proper to terminate the security interest of the Administrative Agent (for the benefit of itself, the Issuing Bank, the Sterling Agent and the Lenders) in the Trademark Collateral, subject to any disposition thereof that may have been made by the Administrative Agent pursuant to the terms hereof or of the Credit Agreement. Subject to the terms and conditions of the Security Agreement, the Administrative Agent (on behalf of itself, the Issuing Bank, the Sterling Agent and the Lenders) will provide notice to the extent required by Section 6(c) of the Security Agreement in connection with any enforcement of its rights against any of the Collateral.

So long as no Event of Default shall have occurred and be continuing, and subject always to the various provisions of the Credit Agreement and the other Fundamental Documents to which it is a party, the Pledgors may use, license and exploit the Trademark Collateral in any lawful manner permitted under the Credit Agreement and the other Fundamental Documents.

IN WITNESS WHEREOF, the Pledgors have caused this Trademark Security Agreement to be duly executed as of February 13, 2008.

PLEDGORS:

AM GLAD PRODUCTIONS
BETTER PRODUCTIONS, INC.
BIGGER PRODUCTIONS, INC.
BL4 PRODUCTIONS, INC.
BOSOX DEVELOPMENT LLC
BRAVURA, INC.
CENTRAL PARK WEST PRODUCTIONS
CLOSE IT
CRUSH IT
DUNDER, INC.
ENLIGHTEN IT
FABOO
GREENMONSTER DEVELOPMENT, LLC
HOLD IT
KARMA CIRCLE
MACY PRODUCTIONS, INC.
MIFFLIN, INC.
NS TOURS, LLC
REVEILLE CONSULTING
REVEILLE MUSIC PUBLISHING, LLLP
REVEILLE STUDIOS
TAKE IT OVER, INC.
UGLY, INC.
UPPER WEST SIDE PRODUCTIONS
WHO ARE YOU, INC.
YAWKEY DEVELOPMENT LLC



By: Lee Rierson
Title: President

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TRADEMARK
REEL: 003735 FRAME: 0699

REVEILLE LLC
BEN SILVERMAN PRODUCTIONS, LLC
REVEILLE INDEPENDENT, LLC
REVEILLE MOTION PICTURES, LLC
REVEILLE STUDIOS, LLC



By: Lee Rierson
Title: Manager



By: Mark Koops
Title: Manager



By: Howard Owens
Title: Manager

By: Chris Grant
Title: Manager

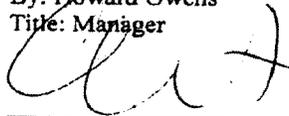
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REVEILLE LLC
BEN SILVERMAN PRODUCTIONS, LLC
REVEILLE INDEPENDENT, LLC
REVEILLE MOTION PICTURES, LLC
REVEILLE STUDIOS, LLC

By: Lee Rierson
Title: Manager

By: Mark Koops
Title: Manager

By: Howard Owens
Title: Manager



By: Chris Grant
Title: Manager

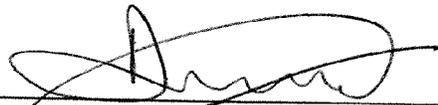
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AMWELL, INC.



By: Alison Barnett

Title:



By: Deba Mithal

Title:

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ADMINISTRATIVE AGENT:

JPMORGAN CHASE BANK, N.A.,
as Administrative Agent

By 

Name: Christa Thomas
Title: Managing Director

TRADEMARKS

Shine Limited Trademark Report

Trade Mark	Territories	Status	Registration Date	Application Number	Classes
MY GAMES FEVER	US Federal	Published (Pending)	8 September 2006	78970467	41 (Education and entertainment services)
HEX	US Federal	Registered	7 October 2004	3250414	9 (Electrical and scientific apparatus) 41 (Education and entertainment services)
SHINE	US Federal	Registered	21 September 2001	76315960	35 (Advertising and business services) 41 (Education and entertainment services) 42 (Scientific and technological services)
...WITH MUM AND DAD	UK	Examined (Pending)	Application Date - 13 July 2007	2461313	9 (Electrical and scientific apparatus) 16 (Paper goods and printed matter) 41 (Education and entertainment services)
PROJECT CATWALK (IMAGE MARK)	UK	Registered	2 June 2006	2408601	41 (Education and entertainment services)
THE UNOFFICIAL TV COMPANY	UK	Registered	26 March 2004	2345007	9 (Electrical and scientific apparatus) 41 (Education and entertainment services)
SPEND IT LIKE	UK	Registered	23 May 2003	2316270	41 (Education and entertainment

Trade Mark	Territories	Status	Registration Date	Application Number	Classes
SHINE	UK	Registered	12 July 2002	2265022	services) 41 (Education and entertainment services) 42 (Scientific and technological services)
MASTER CHEF	UK	Registered	13 March 1998	2118654	21 (Housewares and glass)
CLASSICAL STAR	UK	Pending	18 January 2008	2477393	9, 41
HEX	CTM	Registered	18 July 2005	3766086	9 (Electrical and scientific apparatus) 16 (Paper goods and printed matter) 41 (Education and entertainment services)
SHINE	CTM	Registered	4 April 2003	2512390	9 (Electrical and scientific apparatus) 41 (Education and entertainment services) 42 (Scientific and technological services)

Princess Productions Limited Trademark Report

Trade Mark	Territories	Status	Registration Date	Application Number	Classes
LAST MAN STANDING	UK	Registered	18 January 2002	2276507	41 (Education and entertainment services)
MUM'S THE WORD (IMAGE MARK)	UK	Registered	27 October 2000	2209823	41 (Education and entertainment services)
SHOW ME THE MONEY	UK	Registered	17 November 2000	2209824	41 (Education and entertainment services)
MOTHER KNOWS BEST	UK	Registered	27 October 2000	2209832	41 (Education and entertainment services)

Kudos Film and Television Limited Trademark Report

Trade Mark	Territories	Status	Registration Date	Application Number	Classes
KUDOS	US	Pending	Filed - 24 April 2007	77164767	9 (Electrical and scientific apparatus) 38 (Communication services) 41 (Education and entertainment services)
MI5	US	Pending	Filed - 24 April 2007	77164781	9 (Electrical and scientific apparatus) 16 (Paper goods and printed matter) 38 (Communication services) 41 (Education and entertainment services)
HUSTLE	US	Pending	Filed - 24 April 2007	77164789	9 (Electrical and scientific apparatus) 16 (Paper goods and printed matter) 28 (Toys and sporting goods) 38 (Communication services) 41 (Education and entertainment services)
LIFE ON MARS	US	Pending	Filed - 24 April 2007	77164773	9 (Electrical and scientific apparatus) 16 (Paper goods and printed matter) 25 (Clothing) 28 (Toys and sporting goods) 38 (Communication services) 41 (Education and entertainment services)
HUSTLE	CTM	Pending	24 October 2006	5412739	9 (Electrical and scientific apparatus) 16 (Paper goods and printed matter) 28 (Toys and sporting goods) 38 (Communication services)

Trade Mark	Territories	Status	Registration Date	Application Number	Classes
					41 (Education and entertainment services)
LIFE ON MARS	CTM	Pending	24 October 2006	5412796	9 (Electrical and scientific apparatus) 16 (Paper goods and printed matter) 25 (Clothing) 28 (Toys and sporting goods) 38 (Communication services) 41 (Education and entertainment services)
MI5	CTM	Pending (application opposed)	24 October 2006	5412861	9 (Electrical and scientific apparatus) 16 (Paper goods and printed matter) 38 (Communication services) 41 (Education and entertainment services)
KUDOS	CTM	Pending	24 October 2006	5412382	9 (Electrical and scientific apparatus) 38 (Communication services) 41 (Education and entertainment services)
THE AMAZING MRS PRITCHARD	CTM	Pending	24 October 2006	5412978	9 (Electrical and scientific apparatus) 38 (Communication services) 41 (Education and entertainment services)
SPOOKS	CTM	Pending (application opposed)	24 October 2006	5412572	(Electrical and scientific apparatus) 16 (Paper goods and printed matter) 28 (Toys and sporting goods) 38 (Communication services) 41 (Education and entertainment)

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TRADEMARK
REEL: 003735 FRAME: 0707

Trade Mark	Territories	Status	Registration Date	Application Number	Classes
					services)

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Reveille LLC Trademarks

MARK	JURISDICTION	STATUS
<i>Various marks – see Trademark Status Report below</i>		
Reveille	Australia	Application pending
Reveille	Canada	Application pending
Reveille	People's Republic of China	Application pending
Reveille	EU	Application pending
Reveille	Hong Kong	Application pending
Reveille	Korea	Application pending
Reveille	Japan	Application pending
Reveille	New Zealand	Application pending
Reveille	U.S.	Issued to Universal TV Distribution Holdings LLC on October 19, 2004; assigned to Reveille 1 on May 17, 2006
Reveille	Taiwan	Application pending

Reveille LLC Trademark Status Report*

Trademark	Status Case Number/ SubCase	App Number/ Reg Number	App Date Reg Date	Client Ref Number Next Action(s)	Due Dates
ADFIGHT Country: United States of America Classes: 41 Int.	Published 790093-216/	76/669762	30-Nov-2006		
MY DAD IS BETTER THAN YOUR DAD Country: United States of America Classes: 41 Int.	Pending 790093-215;	77/283809	19-Sep-2007	Foreign Filing	19-Mar-2008
MY MOM IS BETTER THAN YOUR MOM Country: United States of America Classes: 41 Int.	Pending 790093-214/	77/283772	19-Sep-2007	Foreign Filing	19-Mar-2008
NASHVILLE STAR Country: United States of America Classes: 41 Int.	Registered 790093-201/	76/630630 3315099	08-Feb-2005 23-Oct-2007	Aff of Use - 6 Year Aff of Use - Grace Period First Renewal First Renew - Grace Period	23-Oct-2013 23-Apr-2014 23-Oct-2017 23-Apr-2018

Trademark	Status Case Number/ SubCase	App Number/ Reg Number	App Date Reg Date	Client Ref Number Next Action(s)	Due Dates
REVEILLE Country: United States of America Classes: 41 Int.	Registered 790093-212/	78/115267 2896299	15-Mar- 2002 19-Oct- 2004	Aff of Use - 6 Year Aff of Use - Grace Period First Renewal First Renew - Grace Period	19-Oct- 2010 19-Apr- 2011 19-Oct- 2014 19-Apr- 2015
REVEILLE Country: United States of America Classes: 41 Int.	Abandoned 790093-213/	75/630515 2419897	29-Jan- 1999 09-Jan- 2001		
THE BIGGEST LOSER Country: United States of America Classes: 30 Int.	Allowed 790093-202/	78/617465	26-Apr- 2005	Statement of Use 3rd Extension Statement of Use 4th Extension Statement of Use 5th Extension Statement of Use Final	30-Apr- 2008 31-Oct- 2008 30-Apr- 2009 31-Oct- 2009
THE BIGGEST LOSER Country: United States of America Classes: 29 Int.	Allowed 790093-203/	78/617448	26-Apr- 2005	Statement of Use 1st Extension Statement of Use 2nd Extension Statement of Use 3rd Extension Statement of Use 4th Extension Statement of Use 5th Extension Statement of Use Final	21-Feb- 2008 21-Aug- 2008 21-Feb- 2009 21-Aug- 2009 21-Feb- 2010 21-Aug- 2010
THE BIGGEST LOSER Country: United States of America Classes: 28 Int.	Allowed 790093-204/	78/617415	26-Apr- 2005	Statement of Use 3rd Extension Statement of Use 4th Extension Statement of Use 5th Extension Statement of Use Final	05-Jun- 2008 05-Dec- 2008 05-Jun- 2009 05-Dec- 2009

Trademark	Status Case Number/ SubCase	App Number/ Reg Number	App Date Reg Date	Client Ref Number Next Action(s)	Due Dates
THE BIGGEST LOSER Country: United States of America Classes: 16 Int.	Allowed 790093-205/	78/617155	26-Apr- 2005	Statement of Use 3rd Extension Statement of Use 4th Extension Statement of Use 5th Extension Statement of Use Final	05-Jun- 2008 05-Dec- 2008 05-Jun- 2009 05-Dec- 2009
THE BIGGEST LOSER Country: United States of America Classes: 09 Int., 41 Int., 43 Int., 44 Int.	Allowed 790093-206	78/617485	26-Apr- 2005	Statement of Use 1st Extension Statement of Use 2nd Extension Statement of Use 3rd Extension Statement of Use 4th Extension Statement of Use 5th Extension Statement of Use Final	27-May- 2008 27-Nov- 2008 27-May- 2009 27-Nov- 2009 27-May- 2010 27-Nov- 2010
THE BIGGEST LOSER Country: United States of America Classes: 09 Int.	Allowed 790093-207/	78/617089	26-Apr- 2005		
THE BIGGEST LOSER Country: United States of America Classes: 06 Int.	Registered 7890093-208/	78/617006 3319941	26-Apr- 2005 23-Oct- 2007	Aff of Use - 6 Year Aff of Use - Grace Period First Renewal First Renew - Grace Period	23-Oct- 2013 23-Apr- 2014 23-Oct- 2017 23-Apr- 2018
THE BIGGEST LOSER Country: United States of America Classes: 21 Int.	Allowed 790093-209/	78/617194	26-Apr- 2005	Statement of Use 4th Extension Statement of Use 5th Extension Statement of Use Final	11-Apr- 2008 11-Oct- 2008 11-Apr- 2009

Trademark	Status Case Number/ SubCase	App Number/ Reg Number	App Date Reg Date	Client Ref Number Next Action(s)	Due Dates
THE BIGGEST LOSER Country: United States of America Classes: 25 Int.	Allowed 790093-210/	78/617393	26-Apr- 2005	Statement of Use 4th Extension Statement of Use 5th Extension Statement of Use Final	11-Apr- 2008 11-Oct- 2008 11-Apr- 2009
THE BIGGEST LOSER Country: United States of America Classes: 41 Int.	Registered 790093-211/	78/426511 3074579	27-May- 2004 28-Mar- 2006	Aff of Use - 6 Year Aff of Use - Grace Period First Renewal First Renew - Grace Period	28-Mar- 2012 28-Sep- 2012 28-Mar- 2016 28-Sep- 2016

*(Status Report dated December 28, 2007)

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