

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
BLOWTORCH ENTERTAINMENT CORPORATION		04/18/2008	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	COMERICA BANK		
Street Address:	75 E. Trimble Road		
Internal Address:	MC 4770		
City:	San Jose		
State/Country:	CALIFORNIA		
Postal Code:	95131		
Entity Type:	Texas Banking Association:		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	77268501	BLOWTORCH	
Serial Number:	77268496		
Serial Number:	77268507		
Registration Number:	2573872	BLOWTORCH	
CORRESPONDENCE DATA			
Fax Number:	(858)550-6420		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	858-550-6403		
Email:	erin.obrien@cooley.com		
Correspondent Name:	Erin O'Brien		
Address Line 1:	c/o Cooley Godward Kronish LLP		
Address Line 2:	4401 Eastgate Mall		
Address Line 4:	San Diego, CALIFORNIA 92121		
ATTORNEY DOCKET NUMBER:	036703-1348 BLOWTORCH		

CH \$115.00 77268501

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TRADEMARK
REEL: 003767 FRAME: 0016

NAME OF SUBMITTER:	Erin O'Brien
Signature:	/Erin O'Brien/
Date:	04/25/2008
Total Attachments: 6 source=Blowtorch signed IPSA#page1.tif source=Blowtorch signed IPSA#page2.tif source=Blowtorch signed IPSA#page3.tif source=Blowtorch signed IPSA#page4.tif source=Blowtorch signed IPSA#page5.tif source=Blowtorch signed IPSA#page6.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of April 18, 2008 by and between COMERICA BANK ("Bank") and BLOWTORCH ENTERTAINMENT CORPORATION ("Grantor").

RECITALS

Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank, Grantor, 5TH YEAR PRODUCTIONS, LLC ("Productions"), and 5TH YEAR STUDIOS, LLC ("Studios") (each of Grantor, Studios and Productions are individually referred to herein as a "Borrower" and collectively the "Borrowers") 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). Bank is willing to make the Loans to Borrowers, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank 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 Borrowers and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Grantor and Bank, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (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.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank 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 Bank as a matter of law or equity. Each right, power and remedy of Bank 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 Bank 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 Bank, 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.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

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:

2330 Marinship Way, Suite 150
Sausalito, CA 94965

Attn: Kelly Rodriques

BLOWTORCH ENTERTAINMENT CORPORATION

By: Peter Rodriques
Title: CFO

BANK:

Address of Bank:

m/c 4770
75 E Trimble Road
San Jose, CA 95131

Attention: Manager

COMERICA BANK

By: _____
Title: _____

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

GRANTOR:

Address of Grantor:

2330 Marinship Way, Suite 150
Sausalito, CA 94965

Attn: Kelly Rodrigues

BLOWTORCH ENTERTAINMENT CORPORATION

By: 
Title: CFO

BANK:

Address of Bank:

m/c 4770
75 E Trimble Road
San Jose, CA 95131

Attention: Manager

COMERICA BANK
By: 
Title: SVP

EXHIBIT A

Copyrights

<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
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EXHIBIT B

Patents

<u>Description</u>	<u>Patent/ Application Number</u>	<u>Issue/ Application Date</u>
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EXHIBIT C

Trademarks

Description	Registration/Serial Number	Registration/ Application Date
BLOWTORCH	77/268,501	08/30/2007
MAN DESIGN	77/268,496	08/30/2007
MASK DESIGN	77/268,507	08/30/2007
BLOWTORCH	2,573,872	05/28/2002