

05-20-2008

Re 4-2608

RECO
TR



103503788

To the Director of the U. S. Patent and Trade

ments or the new address(es) below.

1. Name of conveying party(ies):

Carb-BOOM Nutrition, Inc., a federally chartered Canadian corporation

- Individual(s)
- General Partnership
- Corporation- State: _____
- Other Canadian corporation
- Association
- Limited Partnership

Citizenship (see guidelines) Canada

Additional names of conveying parties attached? Yes No

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

Execution Date(s) January 18, 2008

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

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Sunburst Nutrition, Inc.

Internal

Address: _____

Street Address: c/o 2401 East Speedway Boulevard

City: Tucson

State: Arizona

Country: USA Zip: 85719

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship Arizona
- 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)

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)

1. 2,823,446 2. 2,965,326

Additional sheet(s) attached? Yes No

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

1. Carb-BOOM 2. Pro-BOOM

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

Name: Rob Rauh

Internal Address: _____

Street Address: 2401 East Speedway Boulevard

City: Tucson

State: Arizona Zip: 85719

Phone Number: (520) 881-6607

Fax Number: (520) 881-6775

Email Address: rob@hrtucson.com

6. Total number of applications and registrations involved:

2

7. Total fee (37 CFR 2.6(h)(6) & 3.41) \$ 65.00

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

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number _____
Authorized User Name _____

9. Signature:

Signature

05-07-08

Date

Christian Fillron

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

9

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK
REEL: 003780 FRAME: 0778

SECURITY AGREEMENT

Purchase Money Note

1. The undersigned ENDURANCE NUTRITION, C.A., a Canadian corporation (the "Debtor"), for value received from Sunburst Nutrition, Inc., an Arizona corporation (the "Secured Party") as evidenced by a Secured Promissory Note ("Note") of even date herewith in the principal amount of \$650,000.00 hereby grants to Secured Party a security interest in and to the trademarks, service marks, and trade names, and any and all derivations thereof, and all formulae for the formulation of products, and all other trade secrets, proprietary and technical information, know-how, trade rights, and other intangible assets, and all rights to, and applications, licenses and franchises for, and any goodwill associated with, any of the foregoing, and the website www.carbboom.com, and any other Intellectual Property acquired by Debtor from Seller pursuant to that certain Asset Purchase Agreement dated January 18, 2008 by and between Debtor as Purchaser and secured Party as Seller (the "Collateral"), which grant and security interest shall secure performance of the covenants and agreements herein set forth and payment of the Note.

2. Warranty. Debtor warrants and represents to Secured Party that Debtor is the record and beneficial owner of the Collateral free and clear of any liens and encumbrances other than the security interest granted hereby.

3. UCC. Concurrently with the execution of this Security Agreement, or at any time hereafter, Debtor shall execute and deliver to Secured Party a UCC Financing Statement, or amendment thereto, in the form requested by Secured Party and related to the security interests granted hereby. Debtor's failure to make, execute and deliver such a UCC Financing Statement or amendment thereto shall be deemed a breach by Debtor hereunder.

4. Events of Default. The failure of Debtor to pay when due the indebtedness evidenced hereby, to perform any obligation of Debtor hereunder, or the failure of any warranty or representation of Debtor herein or in the Note to be and remains true shall constitute an event of default.

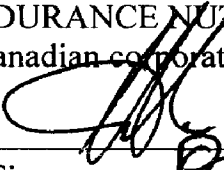
5. Rights and Remedies. Upon default and at any time thereafter, Secured Party may at its option and without notice to Debtor declare all of the indebtedness of Debtor to Secured Party to be immediately due and payable, and Secured Party shall have the right to take possession of, own, and possess the Collateral free and clear of any interest of Debtor, and shall have all other rights, options, and remedies of a secured party under Uniform Commercial Code as adopted in the State of Arizona, and Debtor shall have the duties and obligations of a debtor, under the Uniform Commercial Code as adopted in the State of Arizona.

6. Attorneys Fees. Debtor agrees to pay all expenses, including attorneys' fees, incurred by Secured Party in the preservation, realization, enforcement and exercise of rights, powers, remedies hereunder.

7. General. This agreement shall be governed by the laws of the State of Arizona. All terms used herein which are defined in the Uniform Commercial Code of Arizona have the same meaning herein as in the Code. Any provisions found to be invalid shall not invalidate the remainder hereof. Waiver of any default shall not constitute waiver of any subsequent default. This agreement constitutes the entire agreement between the parties and may not be altered or amended except by a writing signed by all parties.

Executed this 13 day of January, 2008

Debtor: ENDURANCE NUTRITION, ^{OR} C.A., Inc.
a Canadian corporation

By: 
Its: President