

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
Carew International, Inc.		11/30/2001	CORPORATION: OHIO

RECEIVING PARTY DATA

Name:	John H. Carew
Street Address:	3428 Stettinius Avenue
City:	Cincinnati
State/Country:	OHIO
Postal Code:	45209
Entity Type:	INDIVIDUAL: UNITED STATES

Name:	Barbara A. Carew
Street Address:	3428 Stettinius Avenue
City:	Cincinnati
State/Country:	OHIO
Postal Code:	45209
Entity Type:	INDIVIDUAL: UNITED STATES

Name:	Patricia C. Lufkin
Street Address:	504 Yale Avenue
City:	Terrace Park
State/Country:	OHIO
Postal Code:	45174
Entity Type:	INDIVIDUAL: UNITED STATES

Name:	Sean T. Carew
Street Address:	6433 East Le Marche Avenue
City:	Scottsdale
State/Country:	ARIZONA
Postal Code:	85254

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Entity Type: INDIVIDUAL: UNITED STATES

Name:	Kieran J. Carew
Street Address:	3089 S. Madison Street
City:	Denver
State/Country:	COLORADO
Postal Code:	80210
Entity Type:	INDIVIDUAL: UNITED STATES

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Serial Number:	76436741	BUILDING CUSTOMER EQUITY
Serial Number:	73190157	DIMENSIONS OF PROFESSIONAL SELLING
Serial Number:	76184282	INSELLING.COM
Serial Number:	75410093	MENTORING SALES LEADERSHIP
Serial Number:	74510444	
Serial Number:	75410067	MSL
Serial Number:	73470446	POSITIONAL SELLING
Serial Number:	76436758	PROFIT DIMENSIONS
Serial Number:	73628362	PROPOSAL SELLING
Serial Number:	76060874	

CORRESPONDENCE DATA

Fax Number: (513)651-6981
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 513-651-6800
Email: tbilkasley@fbtlaw.com
Correspondent Name: Jeffrey F. Kersting
Address Line 1: 201 East Fifth Street
Address Line 2: 2200 PNC Center
Address Line 4: Cincinnati, OHIO 45202

NAME OF SUBMITTER:	Jeffrey F. Kersting
Signature:	/Jeffrey F. Kersting/
Date:	06/23/2008

Total Attachments: 10
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EXHIBIT K

SECURITY AGREEMENT

THIS SECURITY AGREEMENT ("Security Agreement") is made the 30th day of November, 2001, between CAREW INTERNATIONAL, INC. an Ohio Corporation ("Debtor") and the parties identified as Seller or Shareholders in a Stock Redemption and Recapitalization Agreement of even date herewith (the "SRRA") (collectively "Secured Party").

This Security Agreement is entered into with respect to:

- (i) a loan (the "Loan") to be made by Secured Party to Debtor pursuant to the SRRA;
- (ii) the sale by Debtor and the purchase by Secured Party of certain Promissory Notes.

Secured Party and Debtor agree as follows:

1. Definitions.

1.1 "*Collateral.*" The Collateral shall consist of all of the personal property of Debtor, wherever located, and now owned or hereafter acquired, including:

- (a) all Receivables;
- (b) all Equipment;
- (c) all General Intangibles and Intellectual Property;
- (d) all Inventory;
- (e) all Investment Property;
- (f) all Real Property;
- (g) all Ownership Interests;
- (h) all Leasehold Interests;
- (i) all of Borrower's right, title and interest in and to (i) its goods and other property including, but not limited to, all merchandise returned or rejected by Debtors, relating to or securing any of the Receivables; (ii) all of Borrower's rights as a consignor, a consignee, an unpaid vendor, mechanic, artisan, or other lienor, including stoppage in transit, setoff, detinue, replevin, reclamation and repurchase; (iii) all additional amounts due to Borrower from any Debtor relating to the Receivables; (iv) other property, including warranty claims, relating to any goods securing this Agreement; (v) all of Borrower's contract rights, rights of payment which

have been earned under a contract right, instruments (including promissory notes), insurance policies, documents, chattel paper (including electronic chattel paper), warehouse receipts, deposit accounts, letters of credit, and money; (vi) all commercial tort claims (whether now existing or hereafter arising); (vii) if and when obtained by Borrower, all real and personal property of third parties in which Borrower has been granted a lien or security interest as security for the payment or enforcement of Receivables; and (viii) any other goods, personal property or real property now owned or hereafter acquired in which Borrower has expressly granted a security interest or may in the future grant a security interest to Bank hereunder, or in any amendment or supplement hereto or thereto, or under any other agreement between Bank and Borrower;

- (j) all of Borrower's ledger sheets, ledger cards, files, correspondence, records, books of account, business papers, computers, computer software (owned by Borrower or in which it has an interest), computer programs, tapes, disks and documents relating to (a), (b), (c), (d), (e), (f), (g), (h) or (i) of this Paragraph; and
- (k) all proceeds and products of (a), (b), (c), (d), (e), (f), (g), (h), (i) and (j) in whatever form, including, but not limited to: cash, deposit accounts (whether or not comprised solely of proceeds), certificates of deposit, insurance proceeds (including hazard, flood, business interruption, and credit insurance), negotiable instruments and other instruments for the payment of money, chattel paper, security agreements, documents, eminent domain proceeds, condemnation proceeds and tort claim proceeds.

1.2 "*Obligations.*" This Security Agreement secures the following:

- (a) Debtor's obligations under the Loan and SRRA, and this Security Agreement;
- (b) the repayment of (a) any amounts that Secured Party may advance or spend for the maintenance or preservation of the Collateral and (b) any other expenditures that Secured Party may make under the provisions of this Security Agreement or for the benefit of Debtor;
- (c) all amounts owed under any modifications, renewals or extensions of any of the foregoing obligations;
- (d) any of the foregoing that arises after the filing of a petition by or against Debtor under the Bankruptcy Code, even if the obligations due not accrue because of the automatic stay under Bankruptcy Code § 362 or otherwise.

1.3 *UCC.* Any term used in the Uniform Commercial Code (“UCC”) and not defined in this Security Agreement has the meaning given to the term in the UCC.

2. Grant of Security Interests.

Debtor grants a security interest in the Collateral to Secured Party to secure the payment or performance of the Obligations.

3. Perfection of Security Interests.

3.1 *Filing of financing statement.*

Debtor authorizes Secured Party to file one or more financing statements or the like (the “Financing Statement” describing the Collateral.

3.2 *Possession.*

(a) Debtor shall have and maintain possession of the Collateral, except where expressly otherwise provided in this Security Agreement or where Secured Party chooses to perfect its security interest by possession in addition to the filing of a financing statement.

(b) Where Collateral is in the possession of a third party, Debtor will join with Secured Party in notifying the third party of Secured Party’s security interest and obtaining an acknowledgement from the third party that it is holding the Collateral for the benefit of Secured Party.

3.3 *Control.* Debtor will cooperate with Secured Party in obtaining control with respect to Collateral consisting of:

(a) Deposit Accounts; and

(b) Investment Property.

4. Post-Closing Covenants and Rights Concerning the Collateral.

4.1 *Inspection.* The parties to this Security Agreement may inspect any Collateral in the other party’s possession at any time upon reasonable notice.

4.2 *Personal Property.* The Collateral shall remain personal property at all times. Debtor shall not affix any of the Collateral to any real property in any manner which would change its nature from that of personal property to real property or to a fixture.

4.3 *Secured Party’s Collection Rights.* Secured Party shall have the right at any time to including without limitation the right to enforce Debtor’s rights against the account debtors and obligors.

4.4 *Limitations on Obligations Concerning Maintenance of Collateral.*

(a) *Risk of Loss.* Debtor has the risk of loss of the Collateral. Secured Party shall not be responsible for any injury to, loss to, or loss in value of, the Collateral, or any part thereof, arising from any act of nature, flood, fire or any other cause beyond the control of Secured Party.

(b) *No Collection Obligation.* Secured Party have no duty to collect any income accruing on the Collateral or to preserve any rights relating to the Collateral.

4.5 *No Disposition of Collateral.* Without the consent of the Secured Party, Debtor agrees not to:

(a) make any sales or leases of any of the Collateral, or

(b) license any of the Collateral.

5. Debtor's Representations and Warranties.

Debtor warrants and represents that:

5.1 *Title to and transfer of Collateral.* It has rights in or the power to transfer the Collateral and its title to the Collateral is free of all adverse claims, liens, security interests and restrictions on transfer or pledge except as created by this Security Agreement.

5.2 *Location, State of Incorporation and, Name of Debtor.* Debtor's:

(a) chief executive office is located in the State (the "Chief Executive Office State") identified in Exhibit B;

(b) state of incorporation is the State (the "Debtor State") identified in Exhibit B; and

(c) exact legal name is as set forth in the first paragraph of this Security Agreement.

5.3 *Priority.* Except for the security interests granted to Keybank National Association as part of this transaction and any future security interests granted to secure any bank loan to Debtor in the future, Secured Party's security interest is superior to all other security interests in the Collateral.

6. Debtor's Covenants.

Until the Obligations are paid in full, Debtor agrees that it will:

- 6.1 preserve its corporate existence and not, in one transaction or a series of related transactions, merge into or consolidate with any other entity, or sell all or substantially all of its assets;
- 6.2 not change the state of its incorporation; and
- 6.3 not change its corporate name without providing Secured Party with 30 days' prior written notice.

7. Events of Default.

The occurrence of any of the following shall, at the option of Secured Party, be an Event of Default:

- 7.1 Any default by Debtor under the SRRA and Note 1 and Note 2 described in the SRRA;
- 7.2 Debtor's failure to comply with any of the provisions of, or the incorrectness of any representation or warranty contained in, the SRRA;
- 7.3 Transfer or disposition of any of the Collateral, except as expressly permitted by this Security Agreement;
- 7.4 Attachment, execution or levy on any of the Collateral;
- 7.5 Debtor voluntarily or involuntarily becoming subject to any proceeding under (a) the Bankruptcy Code or (b) any similar remedy under state statutory or common law;
- 7.6 Debtor shall fail to comply with, or become subject to any administrative or judicial proceeding under any federal, state or local (a) hazardous waste or environmental law, (b) asset forfeiture or similar law which can result in the forfeiture of property, or (c) other law, where noncompliance may have any significant effect on the Collateral.

8. Default Costs.

- 8.1 Should an Event of Default occur, Debtor will pay to Secured Party all costs, reasonably incurred by the Secured Party for the purpose of enforcing its rights, hereunder, including:
 - (a) costs of foreclosure;
 - (b) costs of obtaining money damages; and
 - (c) a reasonable fee for the services of attorneys employed by Secured Party for any purpose related to this Security Agreement or the Obligations,

including consultation, drafting documents, sending notices or instituting, prosecuting or defending litigation or arbitration.

9. Remedies Upon Default.

- 9.1 *General.* Upon any Event of Default, Secured Party may pursue any remedy available at law (including those available under the provisions of the UCC), or in equity to collect, enforce or satisfy any Obligations then owing, whether by acceleration or otherwise.
- 9.2 *Conformer Remedies.* Upon any Event of Default, Secured Party shall have the right to pursue any of the following remedies separately, successively or simultaneously:
- (a) File suit and obtain judgment and, in conjunction with any action, Secured Party may seek any ancillary remedies provided by law, including levy of attachment and garnishment.
 - (b) Take possession of any Collateral if not already in its possession without demand and without legal process. Upon Secured Party's demand, Debtor will assemble and make the Collateral available to Secured Party as they direct. Debtor grants to Secured Party the right, for this purpose, to enter into or on any premises where Collateral may be located.
 - (c) Without taking possession, sell lease or otherwise dispose of the Collateral at public or private sale in accordance with the UCC.

10. Foreclosure Procedures.

- 10.1 *No Waiver.* No delay or omission by Secured Party to exercise any right or remedy accruing upon any Event of Default shall: (a) impair any right or remedy, (b) waive any default or operate as an acquiescence to the Event of Default, or (c) affect any subsequent default of the same or of a different nature.
- 10.2 *Notices.* Secured Party shall give Debtor such notice of any private or public sale as may be required by the UCC.
- 10.3 *Condition of Collateral.* Secured Party has no obligation to clean-up or otherwise prepare the Collateral for sale.
- 10.4 *No Obligation to Pursue Others.* Secured party has no obligation to attempt to satisfy the Obligations by collecting them from any other person liable for them and Secured Party may release, modify or waive any collateral provided by any other person to secure any of the Obligations, all without affecting Secured Party's rights against Debtor. Debtor waives any right it may have to require Secured Party to pursue any third person for any of the Obligations.

- 10.5 *Compliance With Other Laws.* Secured party may comply with any applicable state or federal law requirements in connection with a disposition of the Collateral and compliance will not be considered adversely to affect the commercial reasonableness of any sale of the Collateral.
- 10.6 *Warranties.* Secured Party may sell the Collateral without giving any warranties as to the Collateral. Secured Party may specifically disclaim any warranties of title or the like. This procedure will not be considered adversely to affect the commercial reasonableness of any sale of the Collateral.
- 10.7 *Sales on Credit.* If Secured Party sells any of the Collateral upon credit, Debtor will be credited only with payments actually made by the purchaser, received by Secured Party and applied to the indebtedness of the Purchaser. In the event the purchaser fails to pay for the Collateral, Secured Party may resell the Collateral and Debtor shall be credited with the proceeds of the sale.
- 10.8 *Purchases by Secured Party.* In the event Secured Party purchases any of the Collateral being sold, Secured Party may pay for the Collateral by crediting some or all of the Obligations of the Debtor.
- 10.9 *No Marshaling.* Secured Party have no obligation to marshal any assets in favor of Debtor, or against or in payment of:
- (a) the Note,
 - (b) any of the other Obligations, or
 - (c) any other obligation owed to Secured Party by Debtor or any other person.

11. Miscellaneous.

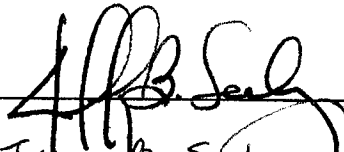
11.1 *Assignment.*

- (a) *Binds Assignees.* This Security Agreement shall bind and shall inure to the benefit of the heirs, legatees, executors, administrators, successors and assigns of Secured Party and shall bind all persons who become bound as a debtor to this Security Agreement.
 - (b) *No Assignments by Debtor.* Secured Party does not consent to any assignment by Debtor except as expressly provided in this Security Agreement.
 - (c) *Secured Party Assignments.* Secured Party may assign its rights and interests under this Security Agreement. If an assignment is made, Debtor shall render performance under this Security Agreement to the assignee. Debtor waives and will not assert against any assignee any claims, defenses or set-offs which Debtor could assert against Secured Party except defenses which cannot be waived.

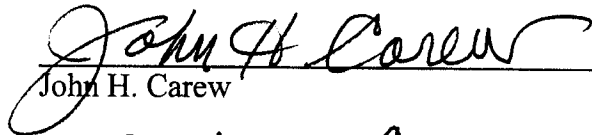
- 11.2 *Severability.* Should any provision of this Security Agreement be found to be void, invalid or unenforceable by a court or panel of arbitrators of competent jurisdiction, that finding shall only affect the provisions found to be void, invalid or unenforceable and shall not affect the remaining provisions of this Security Agreement.
- 11.3 *Notices.* Any notices required by this Security Agreement shall be deemed to be delivered when a record has been (a) deposited in any United States postal box if postage is prepaid, and the notice properly addressed to the intended recipient, (b) received by telecopy, (c) received through the Internet, and (d) when personally delivered.
- 11.4 *Headings.* Section headings used in this Security Agreement are for convenience only. They are not a part of this Security Agreement and shall not be used in construing it.
- 11.5 *Governing Law.* This Security Agreement is being executed and delivered and is intended to be performed in the State of Ohio and shall be construed and enforced in accordance with the laws of the State of Ohio, except to the extent that the UCC provides for the application of the law of the Debtor States.
- 11.6 *Rules of Construction.*
- (a) No reference to "proceeds" in this Security Agreement authorizes any sale, transfer, or other disposition of the Collateral by the Debtor.
 - (b) "Includes" and "including" are not limiting.
 - (c) "Or" is not exclusive.
 - (d) "All" includes "any" and "any" includes "all."
- 11.7 *Integration ad Modifications.*
- (a) This Security Agreement is the entire agreement of the Debtor and Secured Party concerning its subject matter.
 - (b) Any modification to this Security Agreement must be made in writing and signed by the party adversely affected.
- 11.8 *Waiver.* Any party to this Security Agreement may waive the enforcement of any provision to the extent the provision is for its benefit.
- 11.9 *Further Assurances.* Debtor agrees to execute any further documents, and to take any further actions, reasonably requested by Secured Party to evidence or perfect the security interest granted herein, to maintain the first priority of the security interests, or to effectuate the rights granted to Secured Party herein.

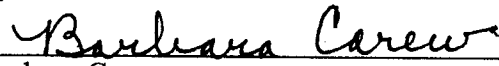
The parties have signed this Security Agreement as of the day and year first above written in Cincinnati, Ohio.


“DEBTOR”
CAREW INTERNATIONAL, INC.

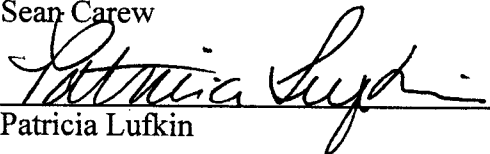

By: Jeffrey B. Sealey
Its: President

“SECURED PARTY”


John H. Carew


Barbara Carew


Sean Carew


Patricia Lufkin

Kieran Carew

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The parties have signed this Security Agreement as of the day and year first above written in Cincinnati, Ohio.

“DEBTOR”
CAREW INTERNATIONAL, INC.

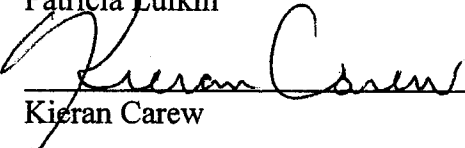
By: _____
Its: _____

“SECURED PARTY”

John H. Carew

Barbara Carew

Sean Carew

Patricia Lufkin


Kieran Carew

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