

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
Holding One, Inc.		08/05/2008	CORPORATION: SOUTH CAROLINA

RECEIVING PARTY DATA

Name:	Too Sweet Tackle, Inc.
Street Address:	8625 Raccoon Island Road
City:	Edisto Island
State/Country:	SOUTH CAROLINA
Postal Code:	29438
Entity Type:	CORPORATION: SOUTH CAROLINA

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	3379688	CHATTERCRAW
Registration Number:	3497265	CHATTERBLADE
Serial Number:	78949107	CHATTERSHAD
Serial Number:	78949102	CHATTERSHRIMP
Registration Number:	3309968	CHATTERFROG
Serial Number:	78955597	
Registration Number:	3418423	CHATTERBAIT
Registration Number:	3418405	CHATTERBAIT
Serial Number:	77351424	CHATTER SPIN
Serial Number:	77083862	CHATTERSTICK
Registration Number:	1763022	CHATTER BUZZ
Serial Number:	77337779	QUIVERBAIT

CORRESPONDENCE DATA

900116208

**TRADEMARK
 REEL: 003853 FRAME: 0607**

OP \$315.00 3379688

Fax Number: (803)255-9831
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: (803) 799-2000
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Correspondent Name: John C. McElwaine c/o Nelson Mullins
Address Line 1: 1320 Main Street
Address Line 2: 17th Floor
Address Line 4: Columbia, SOUTH CAROLINA 29201

ATTORNEY DOCKET NUMBER:	28140/09013
NAME OF SUBMITTER:	John C. McElwaine
Signature:	/John C. McElwaine/
Date:	09/16/2008

Total Attachments: 4

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SECURITY AGREEMENT

This SECURITY AGREEMENT (this "Agreement") dated as of August 5, 2008, is by and between **Too Sweet Tackle, Inc.**, f/k/a Rad Lures, Inc., a South Carolina corporation ("Secured Party"), **The Intertech Group, Inc.**, a South Carolina corporation ("Intertech") and **Holding One, Inc.**, a South Carolina corporation ("Debtor"). Except as otherwise provided herein, capitalized terms used in this Agreement and not otherwise defined shall have the meanings assigned to them in the Asset Purchase Agreement dated March 25, 2008 by and between Debtor, The Intertech Group, Inc., Z-Man Fishing Products, Inc., a South Carolina corporation ("Z-Man") and Secured Party (the "APA").

WHEREAS, Debtor and Secured Party have agreed to this Agreement in relation to a sale of certain intellectual property from Secured Party to Debtor pursuant to the APA.

WHEREAS, Secured Party has agreed to transfer to Debtor and Debtor has agreed to accept from Secured Party, all of Secured Party's rights as owner in and to (i) the United States patents and foreign filings and all related applications set forth on the attached Schedule A and (ii) the trademarks and all related applications set forth on the attached Schedule B and in an to any trademark license agreements (collectively, the "IP Collateral");

WHEREAS, in connection with the above transfer, Debtor has agreed to execute this Agreement to secure the payment of all indebtedness or other obligations of Debtor owed to Secured Party, including the Closing Note and the Patent Note.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor and Secured Party agree as follows:

1. Debtor hereby pledges and assigns to Secured Party and grants to Secured Party a security interest (the "IP Security Interest") in all of Debtor's right, title and interest in
 - a. all of the IP Collateral and associated goodwill,
 - b. all increases or profits received therefrom,
 - c. all substitutions therefor,
 - d. all proceeds thereof in any form, including royalty payments and accounts receivable,
 - e. all claims against third parties for past, present or future infringement or dilution of any IP Collateral or Licensed IP Collateral, and
 - f. all claims arising from injury to the goodwill associated with any of the IP Collateral.

The IP Security Interest secures payment of any and all indebtedness or other obligations of Debtor to Secured Party, whether now existing or hereafter incurred, under the Closing Note or the Patent Note or otherwise with respect to Debtor's obligation to pay the Purchase Price to Secured Party.

2. This Agreement constitutes a security agreement under the Uniform Commercial Code of the State of South Carolina (the "Code"). Terms used in this section but not defined

have the meaning given to them in the Code, if defined therein. Secured Party shall have the right to file in any public office, without the signature of Debtor any financing statement relating to such items of collateral. Secured Party shall have each applicable right and remedy of a secured party under the Code and each applicable right and remedy pursuant to any other law or pursuant to this Agreement.

3. From time to time after the date hereof, and at the request of either party, and at the expense of the party so requesting, each of the parties hereto shall execute and deliver to such requesting party such documents and take such other action as such requesting party may reasonably request in order to consummate more effectively the transaction contemplated hereby.
4. The terms, covenants, and conditions of this Agreement shall be binding on the Debtor and the Secured Party and their respective successors, affiliates, assigns and/or other legal representatives.
5. The parties hereto have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties hereto and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provision of this Agreement.
6. Whenever possible, each provision of this Agreement shall be interpreted in a manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of this Agreement. This Agreement is to be read, construed and applied together with the APA, which when taken together, set forth the complete understanding and agreement of the parties with respect to matters referred to herein and therein.

IN WITNESS WHEREOF, Debtor and Secured Party have caused this Agreement to be signed and executed by its respective duly authorized representative, as of the date indicated above.

TOO SWEET TACKLE, INC.

By: *Don A. Lewis*
Its: President

THE INTERTECH GROUP, INC.

By: *M. J. Kaufman*
Its: Assistant Secretary

HOLDING ONE, INC.

By: *M. J. Kaufman*
Its: Assistant Secretary

Schedule A

PATENT APPLICATIONS

<u>COUNTRY</u>	<u>Application No.</u>	<u>Patent No.</u>
United States reissuances, continuations, continuations-in-part, divisionals, appeals, revisions, extensions, and reexaminations thereof)	Serial No. 10/947,324 filed September 23, 2004 (and any	
United States reissuances, continuations, continuations-in-part, divisionals, appeals, revisions, extensions, and reexaminations thereof)	Serial No. 11/735,520 filed April 16, 2007 (and any	

Schedule B

TRADEMARKS

<u>TRADEMARK</u>	<u>REGISTRATION NO.</u>	<u>SERIAL NO.</u>
CHATTERCRAW	3,379,688	78/949,088
CHATTERBLADE	3,497,265	78/949,123
CHATTERSHAD	N/A	78/949,107
CHATTERSHRIMP	N/A	78/949,102
CHATTERFROG	3,309,968	78/949,083
CHATTERBLADE Trade Dress	N/A	78/955,597
CHATTERBAIT	3,418,423	78/940,288
CHATTERBAIT	3,418,405	78/929,150
CHATTER SPIN	N/A	77/351,424
CHATTERSTICK	N/A	77/083,862
CHATTER BUZZ	1,763,022	74/287,304
QUIVERBAIT	N/A	77/337,779