

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
Adrenaline Technologies LLC		11/13/2008	LIMITED LIABILITY COMPANY: NEW YORK
RECEIVING PARTY DATA			
Name:	Sterling National Bank		
Street Address:	500 Seventh Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10018		
Entity Type:	National Banking Association: NEW YORK		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	77583039	SLOTGEAR	
Serial Number:	77583098	SLOTHEADPHONES	
Serial Number:	77583084	SLOTEARGEAR	
Serial Number:	77582777	SLOTPHONES	
Serial Number:	77556068	ADRENALINE	
CORRESPONDENCE DATA			
Fax Number:	(314)231-1776		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	314-889-8000		
Email:	uspt@polsinelli.com		
Correspondent Name:	Jeffrey E. Fine		
Address Line 1:	100 S. Fourth St.		
Address Line 2:	Suite 1100		
Address Line 4:	St. Louis, MISSOURI 63102		

CH \$140.00 77583039

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TRADEMARK
 REEL: 003895 FRAME: 0722

ATTORNEY DOCKET NUMBER:	053188-117547 ARISTA
NAME OF SUBMITTER:	Jeffrey E. Fine
Signature:	/Jeffrey E. Fine/
Date:	12/01/2008
<p>Total Attachments: 11</p> <p>source=Arista(Adrenaline).Trademark-PatentAgreement#page1.tif</p> <p>source=Arista(Adrenaline).Trademark-PatentAgreement#page2.tif</p> <p>source=Arista(Adrenaline).Trademark-PatentAgreement#page3.tif</p> <p>source=Arista(Adrenaline).Trademark-PatentAgreement#page4.tif</p> <p>source=Arista(Adrenaline).Trademark-PatentAgreement#page5.tif</p> <p>source=Arista(Adrenaline).Trademark-PatentAgreement#page6.tif</p> <p>source=Arista(Adrenaline).Trademark-PatentAgreement#page7.tif</p> <p>source=Arista(Adrenaline).Trademark-PatentAgreement#page8.tif</p> <p>source=Arista(Adrenaline).Trademark-PatentAgreement#page9.tif</p> <p>source=Arista(Adrenaline).Trademark-PatentAgreement#page10.tif</p> <p>source=Arista(Adrenaline).Trademark-PatentAgreement#page11.tif</p>	

**PATENT, TRADEMARK AND COPYRIGHT
SECURITY AGREEMENT**

THIS PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT (this "Agreement") is made and entered into this 13th day of November, 2008, by **ADRENALINE TECHNOLOGIES LLC**, a New York limited liability company, whose address is 125 Commerce Drive, Hauppauge, New York 11788 ("Adrenaline"), in favor of **STERLING NATIONAL BANK**, a national banking association whose address is 500 Seventh Avenue, New York, New York 10018 (the "Secured Party").

WITNESSETH:

WHEREAS, Adrenaline is justly indebted to the Secured Party pursuant to that certain Loan and Security Agreement of even date herewith ("Loan Agreement") arising from a line of credit established for the benefit of Adrenaline in the principal amount of \$5,000,000.00 and other obligations as set forth in the Loan Agreement; and

WHEREAS, the Secured Party has required that Adrenaline execute and deliver this Agreement to secure Adrenaline's performance under the Loan Agreement.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Adrenaline hereby covenants and agrees with Secured Party as follows:

1. Security Interest. To secure the complete and timely payment of Adrenaline's obligations arising under the Loan Agreement and related loan documents (the "Obligations"), Adrenaline hereby grants a continuing security interest in its entire right, title and interest in and to (a) all of its now owned and hereafter acquired or arising and filed patents and patent applications, including, without limitation, each patent and application listed on Schedule A, attached hereto, respectively, and made a part hereof (as the same may be amended pursuant hereto from time to time), and including, without limitation, all renewals thereof, all proceeds thereof (such as, by way of example, income, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements and all rights corresponding thereto throughout the world (all of the foregoing are collectively called the "Patents"); and (b) all of its now owned or existing, and hereafter acquired or arising and filed, trademarks, service marks, trademark or service mark registrations, trade names, and trademark or service mark applications, including, without limitation, common law rights and each mark, registration, and application listed on Schedule B, attached hereto, respectively, and made a part hereof (as the same may be amended pursuant hereto from time to time), and including, without limitation, all renewals thereof, all proceeds thereof (such as, by way of example, income, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements and all rights corresponding thereto throughout the world (all of the foregoing are collectively called the

“Trademarks”); and (c) all of its now owned or existing and registered, and hereafter acquired or arising and registered, copyrights, including without limitation, those copyrights listed on Schedule C attached hereto and made a part hereof (as the same may be amended pursuant hereto from time to time), and including, without limitation, all renewals thereof, all proceeds thereof (such as, by way of example, income, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements and all rights corresponding thereto throughout the world (all of the foregoing are collectively called the “Copyrights”), and together in each case with the goodwill of Adrenaline’s business connected with the use of, and symbolized by, any of the foregoing. The Patents, Trademarks and Copyrights are sometimes collectively referred to herein as the “Intellectual Property.”

2. Representations, Warranties and Covenants of Adrenaline. Adrenaline represents, warrants, covenants and agrees that:

(a) The Patents, Trademarks and Copyrights are subsisting and have not been adjudged invalid or unenforceable, in whole or in part, and are not at this time the subject of any challenge to their validity or enforceability;

(b) Each of the Patents, Trademarks and Copyrights is valid and enforceable;

(c) No claim has been made that (i) the use of any of the Intellectual Property does or may violate the rights of any third person, (ii) no claims for infringement have been commenced in connection with any of the Intellectual Property, nor is there a reasonable basis therefor;

(d) Adrenaline is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Patents, Trademarks and Copyrights, free and clear of any and all liens, charges and encumbrances, including, without limitation, any and all pledges, assignments, licenses, registered user agreements, shop rights and covenants by Adrenaline not to sue third persons;

(e) Adrenaline has the unqualified right to enter into this Agreement and perform its terms; and

(f) Adrenaline has used, and will continue to use for the duration of this Agreement, proper statutory notice in connection with its use of the Intellectual Property.

3. Further Assurances. Adrenaline agrees that, until all of the Obligations shall have been paid in full, it will not enter into any agreement which is inconsistent with Adrenaline’s obligations under this Agreement without Secured Party’s prior written consent. Adrenaline further agrees that at any time and from time to time, at the expense of Adrenaline, Adrenaline will promptly execute and deliver to Secured Party any and all further instruments and documents and take any and all further action that may be reasonably necessary or desirable, or that Secured Party may request, in order to perfect and protect the collateral assignment granted

or purported to be granted hereby with respect to the Intellectual Property or to enable Secured Party to exercise its rights and remedies hereunder with respect to the same.

4. Additional Patents, Trademarks and Copyrights. If, before all of the Obligations shall have been paid in full, Adrenaline shall obtain rights to any new patents, trademarks or copyrights, the provisions of Paragraph 1 shall automatically apply thereto and Adrenaline shall give Secured Party prompt written notice thereof.

5. Modification by Secured Party. Adrenaline authorizes Secured Party to modify this Agreement by amending Schedules A, B, and C to include any future patents and patent applications and any future trademarks, service marks, trademark or service mark registrations, trade names, and trademark or service applications, and any future copyright applications and registrations covered by Paragraphs 1 and 4 hereof, without the signature of Adrenaline if permitted by applicable law.

6. Default. If Adrenaline shall fail to pay the Obligations as and when due, or otherwise fails to perform any of its duties hereunder or under any other agreement, instrument or document evidencing or securing the Obligations, Secured Party shall have, in addition to all other rights and remedies given it by this Agreement, those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Intellectual Property may be located and, without limiting the generality of the foregoing, Secured Party may immediately, without demand of performance and without other notice (except as set forth next below) or demand whatsoever to Adrenaline, all of which are hereby expressly waived, and without advertisement, sell at public or private sale or otherwise realize upon, all or from time to time any of the Intellectual Property, or any interest which Adrenaline may have therein, and after deducting from the proceeds of sale or other disposition of the Intellectual Property all reasonable expenses (including, without limitation, all expenses for brokers' fees and legal services), shall apply the residue of such proceeds toward the payment of the Obligations in such order and manner as Secured Party, in its sole discretion, may elect. Any remainder of the proceeds after payment in full of all of the Obligations shall be paid over to Adrenaline. Notice of any sale or other disposition of the Intellectual Property shall be given to Adrenaline at least ten (10) days before the time of any intended public or private sale or other disposition of the Intellectual Property is to be made, which Adrenaline hereby agrees shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, any holder of the Obligations or Secured Party may, to the extent permissible under applicable law, purchase the whole or any part of the Intellectual Property sold, free from any right of redemption on the part of Adrenaline, which right is hereby waived and released.

7. Termination of Security Interest. At such time as Adrenaline shall pay all of the Obligations in full, this Agreement shall terminate and Secured Party shall execute and deliver to Adrenaline all releases and other instruments as may be necessary or proper to release the Security Interest and re-vest in Adrenaline full title to the Intellectual Property, subject to any disposition thereof which may have been made by Secured Party pursuant hereto.

8. Expenses. Any and all reasonable fees, costs and expenses of whatever kind or nature, including, without limitation, the reasonable attorneys' fees and legal expenses incurred by Secured Party in connection with the preparation of this Agreement and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or other amounts in connection with protecting, maintaining or preserving the Intellectual Property, or in defending or prosecuting any actions or proceedings arising out of or related to the Intellectual Property, shall be borne and paid by Adrenaline on demand by Secured Party and until so paid shall be added to the principal amount of the Obligations and shall bear interest at the post maturity rate provided in the Loan Agreement.

9. Preservation of Intellectual Property. Adrenaline shall have the duty to prosecute diligently any applications to register any of the Intellectual Property pending as of the date of this Agreement, to make federal application on registrable but unregistered Intellectual Property, to file and prosecute opposition and cancellation proceedings and to do any and all acts which are reasonably necessary or desirable to preserve and maintain all rights in the Intellectual Property. Any expenses incurred in connection with the Intellectual Property shall be borne solely by Adrenaline. Adrenaline shall not abandon any Intellectual Property without the prior written consent of Secured Party. Adrenaline shall have the right, with the prior written consent of Secured Party, to bring any opposition proceedings, cancellation proceedings or lawsuits in its own name to enforce or protect the Intellectual Property, in which event Secured Party may, if necessary, be joined as a nominal party to such suit if Secured Party shall have been satisfied that it is not thereby incurring any risk of liability because of such joinder.

10. No Waiver. No course of dealing between Adrenaline and Secured Party, nor any failure to exercise, nor any delay in exercising, on the part of Secured Party, any right, power or privilege hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

11. Severability. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

12. Relationship to Other Agreements. This Agreement and the liens and security interests (and pledges and assignments, as applicable) herein granted are in addition to any and all other deeds of trusts, mortgages, security agreements, security interests, pledges, assignments, liens, rights, titles or interests in favor of Secured Party or assigned to such party in connection with the obligations of Adrenaline to such party. All rights and remedies of Secured Party in all such agreements are cumulative.

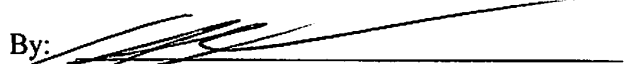
13. Amendments. This Agreement is subject to amendment only by a writing signed by all of the parties hereto, except as provided in Paragraph 5.

14. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, except that Adrenaline may not assign or delegate any of its rights of obligations under this Agreement.

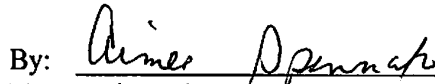
15. Governing Law. The validity and interpretation of this Agreement and the rights and obligations of the parties hereto shall be governed by and construed in accordance with the internal laws of the State of New York.

IN WITNESS WHEREOF, the parties hereto have executed this Patent, Trademark and Copyright Security Agreement as of this 13th day of November, 2008.

ADRENALINE TECHNOLOGIES LLC
("Adrenaline")

By: 
Name: Richard Leifer
Title: Manager

STERLING NATIONAL BANK
("Secured Party")


By: 
Name: Aimee Spennato
Title: Vice President

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF NEW JERSEY)
)
COUNTY OF BERGEN)

On this 13th day of November, 2008, before me personally appeared **Richard Leifer**, to me personally known, who, being by me duly sworn, did say that he/she is a Manager of **ADRENALINE TECHNOLOGIES LLC**, a New York limited liability company, and that said instrument was signed on behalf of said company by consent of its managers and members; and said Manager acknowledged said instrument to be the free act and deed of said company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the City and State aforesaid, the day and year first above written.



Notary Public

My Commission Expires:

7/9/2009

(SEAL)

JEANETTE RUTLEDGE

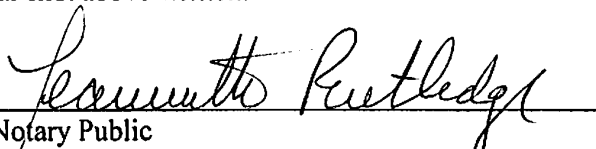
Notary Public of New Jersey

My Commission Expires July 9 2009

STATE OF NEW JERSEY)
)
COUNTY OF BERGEN)

On this 13TH day of November, 2008, before me personally appeared **Aimee Spennato**, to me personally known, who, being by me duly sworn, did say that he/she is the Vice President of **STERLING NATIONAL BANK**, a national banking association, and that said instrument was signed on behalf of said company by authority of its Board of Directors; and said Vice President acknowledged said instrument to be the free act and deed of said association.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the City and State aforesaid, the day and year first above written.



Notary Public

My Commission Expires:

7/9/2009

(SEAL)

JEANETTE RUTLEDGE

Notary Public of New Jersey

My Commission Expires July 9 2009

SCHEDULE A

Patents

None

TRADEMARK

REEL: 003895 FRAME: 0731

SCHEDULE B
(Trademarks)

See Schedule attached consisting of 1 page

Adrenaline Technologies LLC

Trademark Name	Country	Ref. #	Filed	App. #	Reg. Date	Reg. #	Status
Slotgear	USA		10/1/2008	77583039			Pending
Slotheadphones	USA		10/1/2008	77583098			Pending
Slotheargear	USA		10/1/2008	77583084			Pending
Slotphones	USA		10/1/2008	77582777			Pending
Adrenaline	USA		8/26/2008	77556068			Pending

SCHEDULE C
(Copyrights)

None