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01-13-2009

Form PTO-1594 (Rev. 12-08)  
OMB Collection 0651-0027 (exp. 01/31/2009)

Unite



# RECORDATION FORM COVER SHEET TRADEMARKS ONLY

103543437

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

### 1. Name of conveying party(ies):

GREENFIELD WORLD TRADE, INC.

- Individual(s)
- General Partnership
- Corporation- State: FLORIDA
- Other
- Association
- Limited Partnership

Citizenship (see guidelines)

Additional names of conveying parties attached?  Yes  No

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

Execution Date(s) DECEMBER 30, 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: THE ZEROLL CO.

Internal

Address:

Street Address: 3355 ENTERPRISE AVENUE, SUITE 160

City: FORT LAUDERDALE

State: FLORIDA

Country: USA Zip: 33331

- Association
- General Partnership
- Limited Partnership
- Corporation
- Other

Citizenship \_\_\_\_\_  
Citizenship \_\_\_\_\_  
Citizenship \_\_\_\_\_  
Citizenship FLORIDA  
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)

A. 77/140,229

B. Trademark Registration No.(s)

B. 1,300,215 C. 1,591,725 D. 2,097,893 E. 3,533,799 F. 179,903

Additional sheet(s) attached?  Yes  No

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

A. ZELATO B. TOP-LOOSE C. ZEROLON D. ZEROLL E. SCOOP DESIGN F. ZEROLL

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

Name: PHILIP M. HANAKA, ESQ.

Internal Address:

Street Address: 515 E. LAS OLAS BOULEVARD, SUITE 850

City: FORT LAUDERDALE

State: FLORIDA Zip: 33301

Phone Number: 954-766-9930

Fax Number: 954-766-9937

Email Address: PMH@ANGELOLAW.COM

### 6. Total number of applications and registrations involved:

6

### 7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 165.00

- Authorized to be charged to deposit account
- Enclosed

### 8. Payment Information:

01/12/2009 MJAMA1 00000124 77140229  
 Deposit Account Number \_\_\_\_\_ 48.00 OP  
 02 FC:8522  
 Authorized User Name \_\_\_\_\_ 125.00 OP

### 9. Signature:

Signature

1/8/09

Date

PHILIP M. HANAKA  
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 7

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

# INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, supplemented, or otherwise modified from time to time, the "IP Security Agreement") dated as of December 30, 2008, is made by Greenfield World Trade, Inc., a Florida corporation (the "Debtor"), having its chief executive office at 3355 Enterprise Avenue, Suite 160, Ft. Lauderdale, Florida 33331, in favor of The Zeroll Co., a Florida Corporation (the "Secured Party").

WHEREAS, the Debtor has executed and delivered the Security Agreement dated as of December 30, 2008, made by the Debtor in favor of the Secured Party (as amended, supplemented, or otherwise modified from time to time, the "Security Agreement"). Terms used as defined terms herein and not otherwise defined herein shall have the meaning provided in the Security Agreement.

WHEREAS, under the terms of the Security Agreement, the Debtor has granted to the Secured Party a security interest in, among other property, certain intellectual property of the Debtor and has agreed as a condition thereof to execute this IP Security Agreement covering such intellectual property for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and other Governmental Units.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Debtor agrees as follows:

SECTION 1. Grant of Security. The Debtor hereby grants to the Secured Party a security interest in and to all of the Debtor's right, title and interest in and to the following (the "Collateral"):

(i) all United States, international and foreign patents, patent applications and patent licenses set forth in Schedule A hereto (as such Schedule A may be supplemented from time to time by supplements to this IP Security Agreement (an "IP Security Agreement Supplement") executed and delivered by the Debtor to the Secured Party from time to time), together with all reissues, divisions, continuations, continuations-in-part, extensions and reexaminations thereof, and all rights therein provided by international treaties or conventions (the "Patents");

(ii) all United States, international and foreign trademark and service mark registrations, applications, and licenses set forth in Schedule B hereto (but excluding any United States intent-to-use trademark application to the extent that, and solely during the period in which, the grant of a security interest therein impairs the validity or enforceability of such intent-to-use trademark applications under applicable federal law), together with the goodwill symbolized thereby and renewals and extensions of the foregoing, and all rights therein provided by international treaties or conventions (as such Schedule B may be supplemented from time to time by IP Security Agreement Supplements executed and delivered by the Debtor to the Secured Party from time to time) (the "Trademarks");

(iii) all United States, international and foreign copyrights, whether registered or unregistered, including, without limitation, the United States and

foreign copyright registrations, applications and licenses set forth in Schedule C hereto (as such Schedule C may be supplemented from time to time by IP Security Agreement Supplements executed and delivered by the Debtor to the Secured Party from time to time) (the "Copyrights");

(iv) any and all claims for damages for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(v) any and all Proceeds and products of any of the foregoing.

**SECTION 2. Security for Obligations.** The pledge and assignment of, and the grant of a security interest in, the Collateral by the Debtor under this IP Security Agreement secures the payment of all Obligations of the Debtor now or hereafter existing, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this IP Security Agreement secures, as to the Debtor, the payment of all amounts that constitute part of the Obligations and that would be owed by the Debtor to the Secured Party but for the fact that such Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving the Debtor.

**SECTION 3. Recordation.** The Debtor authorizes and requests that the Register of Copyrights, the Commissioner of Patents and Trademarks and any other applicable government officer record this IP Security Agreement.

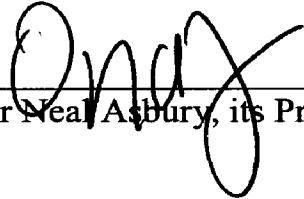
**SECTION 4. Execution in Counterparts.** This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

**SECTION 5. Grants, Rights and Remedies.** This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. The Debtor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Secured Party with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

**SECTION 6. Governing Law.** This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of Florida.

IN WITNESS WHEREOF, the Debtor has caused this Intellectual Property Security Agreement to be duly executed and delivered as of the date first above written.

GREENFIELD WORLD TRADE, INC.

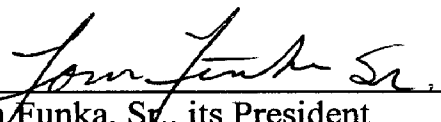
By:   
Oscar Neal Asbury, its President

Address for Notices:

Greenfield World Trade, Inc.  
3355 Enterprise Avenue, Suite 160  
Ft. Lauderdale, Florida 33331

ACCEPTED AND AGREED:

THE ZEROLL CO.

By:   
Tom Funka, Sr., its President

**SCHEDULE A**

**PATENTS**

1. U.S. Patent No. D575,999

UNITARY PORTION CONTROL  
DISPENSER AND SPREADER

**SCHEDULE B**

**TRADEMARKS**

A.	<u>Registered Trademarks</u>	<u>Description</u>
1.	U.S. Trademark Reg. No. 1,300,215	TOP-LOOSE
2.	U.S. Trademark Reg. No. 1,591,725	ZEROLON
3.	U.S. Trademark Reg. No. 2,097,893	ZEROLL
4.	U.S. Trademark Reg. No. 3,533,799	SCOOP DESIGN
5.	Canadian Trademark Reg. No. 179,903	ZEROLL
B.	<u>Applications to Register Trademarks</u>	
1.	U.S. Trademark Ser. No. 77/140,229	ZELATO