

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Innovative Concepts in Entertainment, Inc.		06/09/2008	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	FNB Capital Corporation, LLC		
<b>Street Address:</b>	5004 McKnight Road		
<b>City:</b>	Pittsburgh		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	15237		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY:		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	3050129	SUPER CHEXX	
Registration Number:	2744093	TIP THE SCALE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(412)209-0672		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	(412) 297-4900		
<b>Email:</b>	iptrademark@cohenlaw.com		
<b>Correspondent Name:</b>	Christine W. Trebilcock, Cohen & Grigsby		
<b>Address Line 1:</b>	625 Liberty Avenue		
<b>Address Line 4:</b>	Pittsburgh, PENNSYLVANIA 15222-3152		
<b>ATTORNEY DOCKET NUMBER:</b>	16740.2 (SEC. INT.)		
<b>NAME OF SUBMITTER:</b>	Christine W. Trebilcock		
<b>Signature:</b>	/Christine W. Trebilcock/		

CH 3050129 \$65.00

Date:

01/14/2009

**Total Attachments: 4**

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**THIS ASSIGNMENT FOR SECURITY IS SUBJECT TO THE INTERCREDITOR AND SUBORDINATION AGREEMENT, DATED AS OF JUNE 9 2008 (THE "INTERCREDITOR AGREEMENT"), BY F.N.B. CAPITAL CORPORATION, LLC, IN FAVOR OF RBS CITIZENS, NATIONAL ASSOCIATION UNDER WHICH THIS ASSIGNMENT OF SECURITY AND THE ASSIGNOR'S GRANT OF A SECURITY INTEREST HEREUNDER ARE SUBORDINATED IN THE MANNER SET FORTH THEREIN TO THE PRIOR PAYMENT OF CERTAIN OBLIGATIONS TO THE HOLDERS OF SENIOR INDEBTEDNESS AS DEFINED THEREIN.**

## ASSIGNMENT FOR SECURITY

### TRADEMARKS

WHEREAS, INNOVATIVE CONCEPTS IN ENTERTAINMENT, INC., a Delaware corporation (the "Assignor") has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the annexed Schedule 1A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Assignor, has entered into a Security Agreement, dated June 9, 2008 (the "Security Agreement"), in favor of F.N.B. Capital Corporation, LLC (the "Assignee");

WHEREAS, pursuant to the Security Agreement, the Assignor has assigned to the Assignee and granted to the Assignee a continuing security interest in all right, title and interest of the Assignor in, to and under the Trademarks, together with, among other things, the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Obligations (as defined in the Security Agreement);

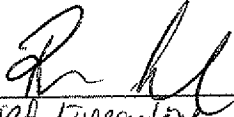
NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor does hereby pledge, convey, sell, assign, transfer and set over unto the Assignee and grants to the Assignee a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Obligations.

The Assignor does hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of June 9, 2008.

INNOVATIVE CONCEPTS IN ENTERTAINMENT,  
INC.

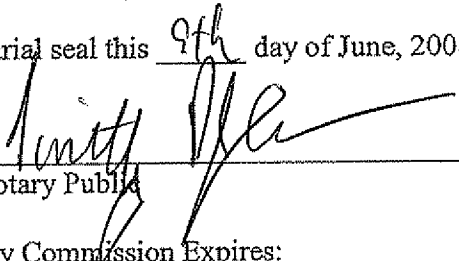
By

  
Title Chief Executive Officer & President

STATE OF New York )  
 )SS.  
COUNTY OF ERIE )

On this 9th day of June, 2008, before me personally came Ralph A. Coppola to me known to be the person who executed the foregoing instrument, and who, being duly sworn by me, did depose and say that s/he is the CEO President of INNOVATIVE CONCEPTS IN ENTERTAINMENT, INC., a Delaware corporation, and that s/he executed the foregoing instrument in the firm name of INNOVATIVE CONCEPTS IN ENTERTAINMENT, INC., and that s/he had authority to sign the same, and s/he acknowledged to me that he executed the same as the act and deed of said firm for the uses and purposes therein mentioned.

GIVEN under my hand and notarial seal this 9th day of June, 2008.

  
\_\_\_\_\_  
Notary Public

My Commission Expires:

April 30, 2011  
\_\_\_\_\_

**TIMOTHY P. JOHNSON**  
Notary Public, State of New York  
Qualified in Erie County  
My Commission Expires 04/30/2011

**SCHEDULE 1A TO ASSIGNMENT FOR SECURITY**

**Trademarks and Trademark Applications**

Owned by Innovative Concepts in Entertainment, Inc.

**Registered Trademarks and Trademark Applications**

<b><u>Registered Trademarks</u></b>	<b><u>Registration Reg. No.</u></b>	<b><u>Date Granted</u></b>
Super Chexx	3050129	1/24/06
Tip the Scale	2744093	7/29/03

<b><u>Pending Trademark Applications</u></b>	<b><u>Application Serial No.</u></b>	<b><u>Filing Date</u></b>
None		