

02-12-2009



103547921

SHEET  
LY

Attached documents or the new address(es) below.

To the Director of the U. S. Pat

1. Name of conveying party(ies):

Great Southern Corporation

- Individual(s)
- General Partnership
- Corporation- State: Tennessee
- 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) September 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: Morris Bozof

Internal

Address: \_\_\_\_\_

Street Address: 505 South Perkins Road, Suite 1203

City: Memphis

State: Tennessee

Country: U.S.A. Zip: 38117

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

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)

B. Trademark Registration No.(s)

77319878; 77319872

Additional sheet(s) attached?  Yes  No

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

Word Mark (Elasti-Stroke) and Composite Mark (Design plus Elasti-Stroke).

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

Name: Peter L. Brewer

Internal Address: \_\_\_\_\_

Street Address: 900 S. Gay Street, Suite 2200

City: Knoxville

State: Tennessee Zip: 37902

Phone Number: (865) 971-5102

Fax Number: (865) 329-5102

Email Address: pbrewer@bakerdonelson.com

6. Total number of applications and registrations involved:

Two (2)

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 65.00

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

02/11/2009 MJAMA1 00000018 77319878

01 FC:8521

40.00 DP

Deposit Account Number \_\_\_\_\_

25.00 DP

Authorized User Name \_\_\_\_\_

9. Signature:

P L Brewer  
Signature

February 3, 2009

Date

Peter L. Brewer

Name of Person Signing

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

## SECURITY AGREEMENT

THIS SECURITY AGREEMENT (this "Security Agreement") is entered into as of September 30, 2008, by and between GREAT SOUTHERN CORPORATION, a Tennessee corporation ("Grantor") and MORRIS BOZOF, an individual resident of the State of Tennessee ("Secured Party").

### RECITALS

WHEREAS, Grantor and Secured Party are parties to an Asset Purchase Agreement of even date herewith (the "Agreement") whereby Grantor has agreed to buy, and Secured Party has agreed to sell, certain intellectual property assets related to a tennis training system known as Elasti-Stroke;

WHEREAS, pursuant to the Agreement, Grantor shall pay Secured Party a royalty on net sales, all as more particularly described in the Agreement; and

WHEREAS, as a condition of the Agreement, the Grantor agreed to execute and deliver this Security Agreement to the Secured Party;

NOW, THEREFORE, in consideration of these premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Definitions.

(a) The following terms shall have the following meanings:

"Patents": all applications for letters patent of the United States or any other country and all divisions, continuations and continuations-in-part thereof, referred to in Schedule 1(a)(i) attached hereto, and all patents issued therefrom.

"Secured Obligations": the collective reference to all obligations now existing or hereafter arising pursuant to the Asset Purchase Agreement, owing from the Grantor to the Secured Party howsoever evidenced, created, incurred or acquired.

"Trademarks": all trademark applications referred to in Schedule 1(a)(ii), and all state and federal trademark registrations issued therefrom.

2. Grant of Security Interest in the Collateral. To secure the prompt payment and performance in full when due, whether by lapse of time, acceleration, mandatory prepayment or otherwise, of the Secured Obligations, the Grantor hereby grants to the Secured Party a continuing security interest in, and a right to set off against, any and all right, title and interest of the Grantors in and to the following:

(a) all Patents;

- (b) all Trademarks;
- (c) Proceeds of any and all of the foregoing.

The foregoing shall be collectively referred to herein as the Collateral. The Grantor and the Secured Party hereby acknowledge and agree that the security interest created hereby in the Collateral (i) constitutes continuing collateral security for all of the Secured Obligations, whether now existing or hereafter arising and (ii) is not to be construed as an assignment of any Patents or Trademarks.

3. Covenants. The Grantor covenants that until such time as the Secured Obligations are fully satisfied the Grantor shall:

(a) Other Liens. Defend the Collateral against the claims and demands of all other parties claiming an interest therein, keep the Collateral free from all liens.

(b) Filing of Financing Statements, Notices, etc. The Grantor hereby authorize(s) the Secured Party to prepare and file such financing statements (including renewal statements) or amendments thereof or supplements thereto or other instruments as the Secured Party may from time to time deem necessary or appropriate in order to perfect and maintain the security interests granted hereunder in accordance with the UCC and Tennessee law. The Grantor shall also execute and deliver to the Secured Party such agreements, assignments or instruments (including affidavits, notices, reaffirmations and amendments and restatements of existing documents, as the Secured Party may reasonably request) and do all such other things as the Secured Party may reasonably deem necessary or appropriate (i) to assure to the Secured Party its security interests hereunder, including with regard to Patents, a Notice of Grant of Security Interest in Patents for filing with the United States Patent and Trademark Office in the form of **Schedule 3(b)(i)** attached hereto, (ii) to consummate the transactions contemplated hereby; and (iii) to otherwise protect and assure the Secured Party of its rights and interests hereunder. The Grantor agrees to mark its books and records to reflect the security interest of the Secured Party in the Collateral.

(c) Covenants Relating to Patents; Grantor covenants to:

(i) Not do any act, or omit to do any act, whereby any Patent or Trademark may become abandoned or dedicated.

(ii) Notify the Secured Party immediately if it knows, or has reason to know, that any application or registration relating to any Patent or Trademark may become abandoned or dedicated, or of any adverse determination or development (including, without limitation, the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office or any court or tribunal in any country) regarding the Grantor's ownership of any Patent or Trademark or its right to register the same or to keep and maintain the same.

(iii) Not make any assignment or agreement in conflict with the security interest in the Patents or Trademarks of the Grantor hereunder.

(d) Events of Default. The occurrence of any one or more of the following events with respect to Maker shall constitute an event of default hereunder ("Event of Default"):

(i) If Grantor shall fail to pay when due any payment of royalties under the Agreement and such failure continues for fifteen (15) days after Secured Party notifies Grantor in writing.

(ii) If Grantor is in breach of any covenant or other obligation under the Agreement and such breach continues for fifteen (15) days after Secured Party notifies Grantor in writing.

(iii) If, pursuant to or within the meaning of the United States bankruptcy code or any other federal or state law relating to insolvency or relief of debtors (a "Bankruptcy Law"), Grantor shall (i) commence a voluntary case or proceeding; (ii) consent to the entry of an order for relief against it in an involuntary case; (iii) consent to the appointment of a trustee, receiver, assignee, liquidator or similar official; (iv) make an assignment for the benefit of its creditors; or (v) admit in writing its inability to pay its debts as they become due.

(iv) If a court of competent jurisdiction enters an order or decree under any bankruptcy law that (i) is for relief against Grantor in an involuntary case, (ii) appoints a trustee, receiver, assignee, liquidator or similar official for Grantor or substantially all of Grantor's properties, or (iii) orders the liquidation of Grantor, and in each case the order or decree is not dismissed within 120 days.

4. Remedies. Upon the occurrence of an Event of Default hereunder (unless all Events of Default have been cured or waived by Secured Party), Secured Party may, at its option, exercise any and all rights and remedies available to it under applicable law, including, without limitation, the right to collect from Grantor all sums due under the Agreement. Grantor shall pay all reasonable costs and expenses incurred by or on behalf of Secured Party in connection with Secured Party's exercise of any or all of its rights and remedies under this Security Agreement, including, without limitation, reasonable attorneys' fees.

5. Performance by the Secured Party of Obligations. If the Grantor fails to perform any agreement or obligation contained herein, the Secured Party itself may perform, or cause performance of, such agreement or obligation, and the expenses of the Secured Party incurred in connection therewith shall be payable by the Grantor pursuant to Section 8 hereof.

6. Application of Proceeds. Upon the occurrence and during the continuance of an Event of Default, any payments in respect of the Secured Obligations and any proceeds of the Collateral, when received by the Secured Party in cash or its equivalent, will be applied in reduction of the Secured Obligations.

7. Costs of Counsel. At all times hereafter, the Grantor agrees to promptly pay upon demand any and all reasonable costs and expenses of the Secured Party, as necessary to protect the Collateral or to exercise any rights or remedies under this Security Agreement or with respect to any Collateral. All of the foregoing costs and expenses shall constitute Secured Obligations hereunder.

8. Continuing Agreement.

(a) This Security Agreement shall be a continuing agreement in every respect and shall remain in full force and effect until the second (2<sup>nd</sup>) anniversary of this Security Agreement, at which time this Security Agreement shall terminate and the Collateral released from the lien hereof; provided however, if as of the second (2<sup>nd</sup>) anniversary of this Agreement any of the Secured Obligation remains outstanding, this Agreement shall remain in full force and effect until such time as the Secured Obligations outstanding as of the second (2<sup>nd</sup>) anniversary are satisfied in full. At such time as the Secured Obligations are satisfied in full, this Security Agreement shall be automatically terminated and the Secured Party shall, at the expense of the Grantor, forthwith release all of its liens and security interests hereunder and shall execute and deliver all UCC termination statements and/or other documents reasonably requested by the Grantor evidencing such termination. Notwithstanding the foregoing all releases and indemnities provided hereunder shall survive termination of this Security Agreement.

(b) This Security Agreement shall continue to be effective or be automatically reinstated, as the case may be, if at any time payment, in whole or in part, of any of the Secured Obligations is rescinded or must otherwise be restored or returned by the Secured Party as a preference, fraudulent conveyance or otherwise under any bankruptcy, insolvency or similar law, all as though such payment had not been made; provided that in the event payment of all or any part of the Secured Obligations is rescinded or must be restored or returned, all reasonable costs and expenses (including without limitation any reasonable legal fees and disbursements) incurred by the Secured Party in defending and enforcing such reinstatement shall be deemed to be included as a part of the Secured Obligations.

9. Successors in Interest. This Security Agreement shall create a continuing security interest in the Collateral and shall be binding upon the Grantor, their successors and assigns and shall inure, together with the rights and remedies of the Secured Party hereunder, to the benefit of the Secured Party and its successors and permitted assigns; provided, however, that the Grantor may not assign their rights or delegate their duties hereunder except in compliance with Section 7.5 of the Agreement. To the fullest extent permitted by law, the Grantor hereby releases the Secured Party, and their successors and assigns, from any liability for any act or omission relating to this Security Agreement or the Collateral, except for any liability arising from the negligence or willful misconduct of the Secured Party, or their officers, employees or agents.

10. Notices. All notices required or permitted to be given under this Security Agreement shall be in conformance with the Agreement.

11. Counterparts. This Security Agreement may be executed in any number of counterparts, each of which where so executed and delivered shall be an original, but all of which shall constitute one and the same instrument. It shall not be necessary in making proof of this Security Agreement to produce or account for more than one such counterpart.

12. Headings. The headings of the sections hereof are provided for convenience only and shall not in any way affect the meaning or construction of any provision of this Security Agreement.

13. Governing Law; Waiver of Jury Trial. THIS SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TENNESSEE.

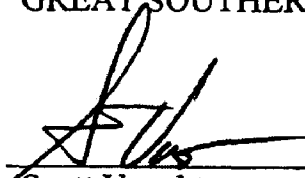
14. Severability. If any provision of any of the Security Agreement is determined to be illegal, invalid or unenforceable, such provision shall be fully severable and the remaining provisions shall remain in full force and effect and shall be construed without giving effect to the illegal, invalid or unenforceable provisions.

15. Other Security. To the extent that any of the Secured Obligations are now or hereafter secured by property other than the Collateral (including, without limitation, real property and securities owned by the Grantors), or by a guarantee, endorsement or property of any other Person, then the Secured Party shall have the right to proceed against such other property, guarantee or endorsement upon the occurrence of any Event of Default, and the Secured Party has the right, in its sole discretion, to determine which rights, security, liens, security interests or remedies the Secured Party shall at any time pursue, relinquish, subordinate, modify or take with respect thereto, without in any way modifying or affecting any of them or any of the Secured Party's rights or the Secured Obligations under this Security Agreement.

Grantor has caused a counterpart of this Security Agreement to be duly executed and delivered as of the date first above written.

GRANTOR:

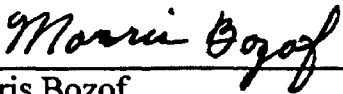
GREAT SOUTHERN CORPORATION



Scott Vaught

President and Chief Executive Officer

ACCEPTED AND AGREED TO  
as of the date first above written.



Morris Bozof


**SCHEDULE 1(a)(i)****PATENTS**

<b><u>Pat. Appl. No.</u></b>	<b><u>Filing Date</u></b>	<b><u>Patent</u></b>	<b><u>Issue Date</u></b>	<b><u>Title</u></b>
U.S. 60/948,006	July 5, 2007		N/A	Racquet Sport Training System
U.S. 29/284,795	September 14, 2007	D562,922	February 26, 2008	Vibration Dampener for Sports Racquet
U.S. 29/296,112	October 15, 2007	D565,674	April 1, 2008	Connection Disc for Racquet Sport Ball
CA Ind. Des.	December 19, 2007	123,818	July 8, 2008	Vibration Dampener for Sports Racquet



SCHEDULE 1(a)(ii)

TRADEMARKS

U.S. Appl. No.	Mark	Goods and Services	Status
<p>77/319,872</p> <p>now issued as Reg. No. 3,502,904</p> <p>Serial # 77319872</p>	<p><b>ELASTI-STROKE</b> (word mark)</p>	<p>tennis training systems, namely, apparatus' having an elongated elastic cord that allows a tennis player to repetitively hit a ball such as a conventional tennis ball, a foam ball, a sponge ball, a pressureless tennis ball or a low-compression tennis ball; tennis racquets having an elongated elastic cord and a tennis ball attached thereto</p>	<p>Filed November 2, 2007 – remains pending</p>
<p>77/319,878</p>		<p>tennis training systems, namely, apparatus' having an elongated elastic cord that allows a tennis player to repetitively hit a ball such as a conventional tennis ball, a foam ball, a sponge ball, a pressureless tennis ball or a low-compression tennis ball; tennis racquets having an elongated elastic cord and a tennis ball attached thereto</p>	<p>Filed November 2, 2007 – remains pending</p>

NOTICE OF  
GRANT OF SECURITY INTEREST  
IN  
INTELLECTUAL PROPERTY

United States Patent and Trademark Office

Gentlemen:

Please be advised that, pursuant to the Security Agreement dated as of September 30, 2008 (the "Security Agreement") by and between Great Southern Corporation, a Tennessee corporation and Morris Bozof, an individual resident of the State of Tennessee ("Bozof"), the undersigned Grantor has granted a continuing security interest in and continuing lien upon, the patents and trademarks shown below to Bozof:

PATENTS

<u>Pat. Appl. No.</u>	<u>Filing Date</u>	<u>Patent</u>	<u>Issue Date</u>	<u>Title</u>
U.S. 60/948,006	July 5, 2007		N/A	Tennis Teaching Apparatus
U.S. 29/284,795	September 14, 2007	D562,922	February 26, 2008	Vibration Dampener for Sports Racquet
U.S. 29/296,112	October 15, 2007	D565,674	April 1, 2008	Connection Disc for Racquet Sport Ball
CA Ind. Des.	December 19, 2007	123,818	July 8, 2008	Vibration Dampener for Sports Racquet

TRADEMARKS

<u>U.S. Appl. No.</u>	<u>Mark</u>	<u>Goods and Services</u>	<u>Status</u>
77/319,872	ELASTI-STROKE (word mark)	tennis training systems, namely, apparatus' having an elongated elastic cord that allows a tennis player to repetitively hit a ball such as a conventional tennis ball, a foam ball, a sponge ball, a pressureless tennis ball or a low-compression tennis ball; tennis racquets having an elongated elastic cord and a tennis ball attached thereto	Filed November 2, 2007 – remains pending

U.S. Appl. No.

77/319,878

Mark



Goods and Services

tennis training systems, namely, apparatus' having an elongated elastic cord that allows a tennis player to repetitively hit a ball such as a conventional tennis ball, a foam ball, a sponge ball, a pressureless tennis ball or a low-compression tennis ball; tennis racquets having an elongated elastic cord and a tennis ball attached thereto

Status

Filed November 2, 2007 –  
remains pending

The Grantor and Bozof hereby acknowledge and agree that the security interest in the foregoing patents and trademarks (i) may only be terminated in accordance with the terms of the Security Agreement and (ii) is not to be construed as an assignment of any patent, patent application or trademark.

Very truly yours,

GREAT SOUTHERN CORPORATION

A handwritten signature in black ink, appearing to read 'Scott A. Vaught', written over a horizontal line.

Scott A. Vaught  
President and Chief Executive Officer

ACKNOWLEDGED AND ACCEPTED:

A handwritten signature in black ink, appearing to read 'Morris Bozof', written over a horizontal line.

Morris Bozof