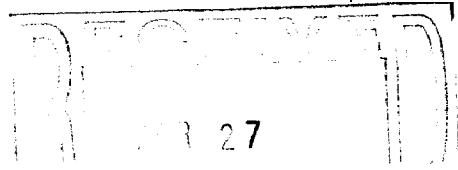


4/27/09



04-29-2009



103558573

RE To the Director of the U. S. Patent and T	ments or the new address(es) below.
--	-------------------------------------

1. Name of conveying party(ies):
 Stelor Productions, LLC

Individual(s) Association
 General Partnership Limited Partnership
 Corporation- State: _____
 Other Limited Liability Company

Citizenship (see guidelines) Delaware

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies) Yes No

Additional names, addresses, or citizenship attached? Yes No

Name: Stephen J. Garchik, Trustee

Internal Address: _____

Street Address: 880 Dover Street

City: Boca Raton

State: Florida

Country: United States Zip: 33487

Association Citizenship _____
 General Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship _____
 Other Trustee Citizenship Florida

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)

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

Execution Date(s) July 17, 2007

Assignment Merger
 Security Agreement Change of Name
 Other _____

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)
See attached pages

B. Trademark Registration No.(s)
See attached pages

Additional sheet(s) attached? Yes No

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

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

Name: Jacob I. Weddle, Esq.

Internal Address: _____

Street Address: 603-B West Patrick Street

City: Frederick

State: Maryland Zip: 21701

Phone Number: 301-662-9122

Fax Number: 301-698-0392

Email Address: jweddle@gordonsimmons.com

6. Total number of applications and registrations involved: 40

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 1,015.00

Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

04/28/2009 MJAMA1 00000011 78888346

Deposit Account Number _____ 40.00 OP

01 FC:0521
02 FC:8522

Authorized User Name _____ 975.00 OP

9. Signature: Jacob I. Weddle 4/20/2009
 Signature Date

Jacob I. Weddle
 Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 24

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

**Attachment to Recordation Form Cover Sheet (Form PTO-1594)
TRADEMARKS Only**

Receiving Party: Stephen J. Garchik, Trustee
880 Dover Street
Boca Raton, Florida 33487

Item 1 Continuation:

Name of Conveying Party: Stelor Technologies, LLC
Other: Limited Liability Company
Citizenship: Delaware

Name of Conveying Party: The Stelor Group Limited, LLC
Other: Limited Liability Company
Citizenship: Delaware

Item 4 Application number(s) or registration number(s) and identification or description of the Trademark

U.S. Trademark	Application No.	Registration No.
APPROVED BY PARENTS, LOVED BY KIDS, PROTECTED BY PIXKEY	78/888,346	
FLIITZ	78/530,444	
FROLIC FOREST	78/570,321	
GOFINDEMS	78/530,545	
GOO	76/591,382	3485394
GOOBERRY	76/591,388	
GOOBOO	76/591,378	3505703
GOOBOP	76/591,390	
GOOGEAR	76/591,387	3485395
GOOGLES & Design	75/150,767	2087590
GOOGLES	78/420,234	
GOOGLES EDUTAINMENT	76/591,386	

GOOKIDS	76/591,386	
GOOLALA	76/591,394	3591617
GOOMAIL	76/592,805	
GOOPETS	76/592,806	
GOOROO	76/591,381	3468418
GOOSICAL	76/591,384	
GOOTAINMENT	76/591,385	
GOOTER	76/591,393	
GOOTER	78/513,320	
GOOTOPIA	78/513,308	
GOOTROPOLIS	78/513,300	
GOOTUNES	76/592,804	
GOOWARE	76/591,389	3602884
GOOWEAR	76/591,391	3485396
I AGREE	78/487,406	
I AGREE & Design	78/487,403	
IFLIITZING	78/530,452	
IGGLE	75/655,710	2496754
JINGLES THE JUKEBOX	78/644,062	
KIDSOS	78/644,167	
OGGLE	75/655,709	2496753
OGGLE	75/655,711	2496755
PIXKEY	78/678,744	3313804
PIXKEY & Design	78/679,565	3366743
REDEFINING TRUST IN INTERNET SECURITY	78/888,361	
TROODLES	78/861,430	

THE TROODLES FROM TROO	78/861,427	
TROO	78/861,434	

Termination of Intellectual Property Security Agreement

The Intellectual Property Security Agreement between Stelor Productions, LLC, Stelor Technologies, LLC and The Stelor Group Limited, LLC (collectively "Borrowers") and Monroe Capital Funding, LLC ("Lender") dated October 17, 2006 (the "Intellectual Property Security Agreement") and recorded with the United States Patent and Trademark Office on November 8, 2006 at Reel/Frame 3424/0193 is hereby terminated and no longer of any force and effect because the loan from Lender to Borrowers, which was subject to and secured by the Intellectual Property Security Agreement, has been paid in full.

To the extent necessary, Monroe Capital Funding, LLC agrees to execute such further documents, if any, that are reasonably necessary to terminate the security interest granted by the Borrowers to Monroe Capital Funding, LLC pursuant to the Intellectual Property Security Agreement.

IN WITNESS WHEREOF, Lender has duly executed this Termination of Intellectual Property Security Agreement as of the 16th day of April, 2009.

LENDER

Monroe Capital Funding, LLC

By: [Signature]

Name: Theodore L. Koenig

Title: President & CEO

STATE OF Illinois)
COUNTY OF Cook)

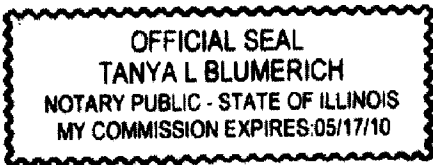
The foregoing Termination of Intellectual Property Security Agreement was executed and acknowledged before me on this 16th day of April, 2009 by Theodore L. Koenig personally known to me (or proved to me on the basis of satisfactory evidence) to the President & CEO of Monroe Capital Funding, LLC.

Notary Public: [Signature]

Cook County, ILLINOIS

My Commission Expires: 5/17/10

Seal:



INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is made and entered into as of this 17th day of July 2007, by and between **STELOR PRODUCTIONS, LLC, STELOR TECHNOLOGIES, LLC** and **THE STELOR GROUP LIMITED, LLC** (individually and collectively, "Grantor"), and **STEPHEN J. GARCHIK, TRUSTEE** (together with its successors and assigns, "Grantee").

WITNESSETH:

WHEREAS, Grantor has executed and delivered in favor of Grantee that certain Promissory Note of even date herewith in the original principal amount of FIVE HUNDRED FORTY-SEVEN THOUSAND SIX HUNDRED EIGHTY DOLLARS AND FIFTY SIX CENTS (\$547,680.56) plus accrued interest thereon (as the same may be amended, supplemented or modified from time to time, the "Note.")

WHEREAS, to secure payment under the Note, the Grantor has agreed to execute and deliver this Security Agreement in favor of Grantee.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor (intending to be legally bound hereby) agrees as follows:

1. Incorporation of Note. The Note and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Note.

2. Security Interest in Intellectual Property. To secure prompt payment of any and all of the obligations under the Note (collectively, "Liabilities") in accordance with the terms and conditions of the Note and all agreements executed in connection therewith (collectively, "Financing Agreements") and in order to secure prompt performance by Grantor of its duties under the Financing Agreements, Grantor hereby grants to Grantee a continuing security interest in, all of Grantor's right, title and interest in and to all of the following now owned and existing and hereafter arising, created or acquired property other than the domain name GOOGLES.COM (collectively, the "Intellectual Property"):

(i) patents and patent applications, including, without limitation, rights in the inventions and improvements described and claimed therein, and those patents listed on Exhibit A attached hereto and hereby made a part hereof, and (a) all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (b) all income, royalties, damages, proceeds and payments now and hereafter due or payable under or with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing patents and applications, together with the items described in clauses (a)-(d) of this subsection 2(i), are sometimes hereinafter referred to individually as a "Patent" and, collectively, as the "Patents");

(ii) trademarks, trademark registrations, trademark applications, trade names and tradestyles, brand names, service marks, service mark registrations and service mark applications, including, without limitation, the trademarks, trade names, brand names, service marks and applications and registrations thereof listed on Exhibit B attached hereto and hereby made a part hereof, and (a) all renewals or extensions thereof, (b) all income, royalties, proceeds, damages and payments now and hereafter due or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing trademarks, trade names and tradestyles, brand names, service marks and applications and registrations thereof, together with the items described in clauses (a)-(d) of this subsection 2(ii), are sometimes hereinafter referred to individually as a "Trademark" and, collectively, as the "Trademarks");

(iii) rights under or interests in any patent, trademark, or copyright license agreements with any other Person (to the extent a security interest may be granted in such rights without violating the terms of any such license agreement; with respect to any of the Intellectual Property or any other patent, trademark, service mark or any application or registration thereof or any other trade name or tradestyle between Grantor and any other Person, whether Grantor is a licensor or licensee under any such license agreement, including, without limitation, the licenses listed on Exhibit C attached hereto and hereby made a part hereof (all of the foregoing license agreements and Grantor's rights thereunder are referred to collectively as the "Licenses");

(iv) that portion of Grantor's business and the goodwill of Grantor's business connected with and symbolized by the Trademarks; and

(v) copyrights, copyright registrations and copyright applications, subsisting in the United States and elsewhere, including, without limitation, the copyright registrations and copyright applications listed on Exhibit D attached hereto and made a part hereof, and (a) renewals or extensions thereof, (b) all income, royalties, proceeds, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing copyrights, copyright registrations and copyright applications, together with the items described in clauses (a)-(d), are sometimes hereinafter individually and/or collectively referred to as the "Copyrights"); and

(vi) all trade secrets, formulas, processes, devices, know-how, or compilations of information (including technical information and non-technical information such as customer lists and marketing plans), collectively referred to as trade secrets, which are not available to others and which are maintained as confidential by Grantor, and the right to prevent misappropriation and unauthorized disclosures thereof and all rights corresponding thereto throughout the world (all of the foregoing trade secrets and associated rights are sometimes hereinafter individually and/or collectively referred to as the "Trade Secrets").

3. Representations and Warranties. Grantor hereby represents and warrants to Grantee, which representations and warranties shall survive the execution and delivery of this Security Agreement, that:

(i) None of the issued patents, patent applications, trademarks, registered trademarks, trademark applications, copyrights, registered copyrights or copyright applications (collectively, the "Registered Intellectual Property") has been adjudged invalid or unenforceable nor has any such Registered Intellectual Property been cancelled, in whole or in part, and each such Intellectual Property is presently subsisting;

(ii) None of the Intellectual Property infringes upon the rights or property of any other Person or is currently being challenged in any way;

(iii) To the knowledge of the Grantor, there are no pending or threatened claims, litigation, proceedings or other investigations regarding any of the Intellectual Property;

(iv) Each of the Intellectual Property is valid and enforceable, and the Grantor has adopted adequate precautions to protect its Trade Secrets from unauthorized or accidental disclosure;

(v) Grantor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to the Registered Intellectual Property, free and clear of any liens, security interests, mortgages, charges and encumbrances, including, without limitation, licenses, consent-to-use agreements, shop rights and covenants by Grantor not to sue third Persons;

(vi) Grantor has adopted, used and is currently using all of the Trademarks, and, to the knowledge of Grantor, Grantor's use thereof does not infringe the intellectual property rights of any person or entity;

(vii) Grantor has no written notice or knowledge of any suits or actions commenced or threatened with reference to or in connection with any of the Intellectual Property;

(viii) Grantor has the unqualified right to execute and deliver this Security Agreement and perform its terms, this Security Agreement has been executed and delivered by a duly authorized officer of Grantor, and this Security Agreement is a legally enforceable obligation of Grantor;

(ix) No trademark opposition or cancellation proceedings have been filed in the prior three years with the United States Patent and Trademark Office against any of the Trademarks; and

(x) The Licenses, complete copies of which have been provided to Grantor, are valid and binding agreements, enforceable in accordance with their terms (subject, as to the enforcement of remedies, to applicable bankruptcy, reorganization, insolvency and similar laws from time to time in effect). Each of the Licenses is in full force and effect and has not been amended or abrogated and there is no default under any of the Licenses.

4. Restrictions on Future Agreements. Other than in the ordinary course of business, Grantor agrees that until all Liabilities shall have been satisfied and paid in full and the Note shall have been terminated, Grantor shall not, without the prior written consent of Grantee, sell, transfer, mortgage, convey, dispose, encumber or assign any or all of, or grant any license or sublicense under the Intellectual Property, or enter into any other agreement with respect to the

Intellectual Property, and Grantor further agrees that it shall not knowingly take any action or knowingly permit any action to be taken by others subject to its control, including, without limitation, licensees or sub-licensees, or knowingly fail to take any action, which would adversely affect the validity or enforcement of the rights Grantee subject to this Security Agreement.

5. New Intellectual Property. Grantor hereby represents and warrants to Grantee that the Intellectual Property listed on Exhibits A and B respectively, constitute all of the Registered Intellectual Property now owned by Grantor. Grantor hereby represents and warrants to Grantee that the Intellectual Property listed on Exhibit C constitute all of the Licenses now owned by Grantor. If, before all Liabilities shall have been satisfied in full or before the Note has been terminated, Grantor shall (i) become aware of any existing Intellectual Property of which Grantor has not previously informed Grantee, (ii) obtain rights to any Intellectual Property, or (iii) become entitled to the benefit of any Intellectual Property which benefit is not in existence on the date hereof, the provisions of this Security Agreement above shall automatically apply thereto and Grantor shall give to Grantee prompt written notice thereof. Grantor hereby authorizes Grantee to modify this Security Agreement by amending Exhibits A, B, and C, as applicable, to include any such Intellectual Property, and Grantee may file or re-file this Security Agreement with the U.S Patent and Trademark Office and U.S. Copyright Office. Grantor agrees to execute and deliver any and all documents and instruments necessary or advisable to record or preserve Grantee's interest in all Intellectual Property added to Exhibits A, B, and C pursuant to this Section.

6. Royalties; Terms; Rights Upon Default. The term of this Security Agreement shall extend until the earlier of (i) the expiration of all of the respective Intellectual Property collaterally assigned hereunder, and (ii) the payment in full of all Liabilities and the termination of the Note. Grantor agrees that upon the occurrence and during the continuance of an Event of Default, the use by Grantee of all Intellectual Property shall be worldwide and as extensive as the rights of Grantor to use such Intellectual Property, and without any liability for royalties or other related charges from Grantee to Grantor.

7. Grantee's Right to Inspect; Trademark Quality Control. To the extent permitted by the Note, Grantee shall have the right, from time to time during normal business hours to inspect Grantor's premises and to examine Grantor's books, records and operations, including, without limitation, Grantor's quality control processes. Grantor agrees (i) to maintain the quality of any and all products in connection with which the Trademarks are used, consistent with the quality of said products (as determined by Grantor in its commercially reasonable business judgment) and (ii) to provide Grantee, upon Grantee's reasonable request from time to time, with a certificate of an officer of Grantor certifying Grantor's compliance with the foregoing.

8. Release of Security Agreement. Upon the payment and performance in full in cash of the Liabilities, including the cash collateralization, expiration or cancellation of all Liabilities, if any, consisting of letters of credit, and the full and final termination of any commitment to extend any financial accommodations under the Note, this Security Agreement shall terminate, and Grantee shall execute and deliver such documents and instruments and take

such further action reasonably requested by Grantor, at Grantor's expense, as shall be necessary to evidence termination of the security interest granted by Grantor to Grantee hereunder.

9. Expenses. All costs and expenses incurred in connection with the performance of any of the agreements set forth herein shall be borne by Grantor. All fees, costs and expenses, of whatever kind or nature, including reasonable attorneys' and paralegals' fees and legal expenses in connection with 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 otherwise in 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 by and paid by Grantor. The Grantor will only be responsible for the filing expenses with respect to jurisdictions outside of the United States of America if an Event of Default (as defined in the Note) shall occur.

10. Duties of Grantor. Grantor shall have the duty to the extent commercially reasonable and in Grantor's good faith business judgment, desirable: (i) to file and prosecute diligently any patent, trademark or service mark applications pending as of the date hereof or hereafter until all Liabilities (other than contingent indemnification Liabilities) shall have been paid in full and the Note has been terminated, (ii) except as otherwise provided in the Note, to preserve and maintain all rights in the Intellectual Property (including, but not limited to, with respect to Trademarks, the filing of affidavits of use and, incontestability, where applicable, under §§8 and 15 of the Lanham Act (15 U.S.C. § 1058, 1065) and renewals and, to the extent commercially reasonable, initiating opposition or cancellation proceedings or litigation against users of the same or confusingly similar marks who seriously threaten the validity or rights of Grantor in its Trademarks), and (iii) to ensure that the Registered Intellectual Property is and remains enforceable. Grantor shall not knowingly or unreasonably abandon any right to file a patent, trademark or service mark application, or abandon any pending patent application, or any other Intellectual Property without the prior written consent of the Grantee.

11. Grantee's Right to Sue. Upon the occurrence and during the continuance of an Event of Default, Grantee shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Intellectual Property, only after Grantee has tendered notice to Grantor of Grantee's desire to initiate such suit and Grantor has declined in writing to itself pursue such suit, and, if Grantee shall commence any such suit, Grantor shall, at the request of Grantee, do any and all lawful acts and execute any and all proper documents and instruments reasonably required by Grantee in aid of such enforcement.

12. Waivers. No course of dealing between Grantor and Grantee, nor any failure to exercise, nor any delay in exercising, on the part of Grantee, any right, power or privilege hereunder or under the Note shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

13. Severability. The provisions of this Security 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 Security Agreement in any jurisdiction.

14. Modification. This Security Agreement cannot be altered, amended or modified in any way, except as specifically provided in Section 5 hereof or by a writing signed by the Grantor and the Grantee.

15. Cumulative Remedies; Power of Attorney; Effect on Note. All of Grantee's rights and remedies with respect to the Intellectual Property, whether established hereby or by the Note, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Grantor hereby authorizes Grantee upon the occurrence and during the continuance of an Event of Default, to make, constitute and appoint any officer or agent of Grantee as Grantee may select, in its sole discretion, as Grantor's true and lawful attorney-in-fact, with power to (i) endorse Grantor's name on all applications, documents, papers and instruments necessary or desirable for Grantee in the use of the Intellectual Property, or (ii) take any other actions with respect to the Intellectual Property as Grantee deems in its commercially reasonable judgment to be in the best interest of Grantee, or (iii) grant or issue any exclusive or non-exclusive license under the Intellectual Property to any person or entity, or (iv) assign, pledge, sell, convey or otherwise transfer title in or dispose of any of the Intellectual Property to any person or entity. Grantor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney being coupled with an interest shall be irrevocable until the Event of Default has been cured or all Liabilities shall have been paid in full (other than contingent indemnification Liabilities) and the Note has been terminated. Grantor acknowledges and agrees that this Security Agreement is not intended to limit or restrict in any way the rights and remedies of Grantee under the Note but rather is intended to facilitate the exercise of such rights and remedies. Grantee shall have, in addition to all other rights and remedies given it by the terms of this Security Agreement and the Note, all rights and remedies allowed by law, in equity, and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in Illinois.

16. Binding Effect; Benefits. This Security Agreement shall be binding upon Grantor and its respective successors and assigns, and shall inure to the benefit of Grantee, its successors, nominees and assigns; provided, however, Grantor shall not assign this Security Agreement or any of Grantor's Liabilities hereunder without the prior written consent of Grantee.

17. Governing Law. This Security Agreement shall be governed by, enforced and construed in accordance with the internal laws of the State of Maryland, without regard to choice of law or conflict of law principles.

18. Headings; Counterparts. Paragraph headings used herein are for convenience only and shall not modify the provisions which they precede. This Security Agreement may be signed in one or more counterparts, but all of such counterparts shall constitute and be deemed to be one and the same instrument. Any fax signature shall be deemed to be as legally enforceable and effective as a signed original.

19. Further Assurances. Grantor agrees to execute and deliver such further agreements, instruments and documents, and to perform such further acts, as Grantee shall reasonably request from time to time in order to carry out the purpose of this Security Agreement and agreements set forth herein. Grantor acknowledges that a copy of this Security Agreement will be filed by the Grantee with the United States Patent and Trademark Office and, if applicable, the United States Copyright Office, at the sole cost and expense of Grantor.

20. Survival of Representations. All representations and warranties of Grantor contained in this Security Agreement shall survive the execution and delivery of this Security Agreement and shall be remade on the date of each borrowing under the Note.

21. Foreign Patents, Copyrights and Trademarks. Upon the occurrence and during the continuance of an Event of Default, at the request of Grantee and at the sole cost and expense (including, without limitation, reasonable attorneys' fees) of Grantor, Grantor shall take all actions and execute and deliver any and all instruments, agreements, assignments, certificates and/or documents, reasonably required by Grantee to collaterally assign any and all of Grantor's foreign patent, copyright and trademark registrations and applications now owned or hereafter acquired to and in favor of Grantee. Upon the execution and delivery of any such collateral assignments or documents, the terms "Patents", "Copyrights", and "Trademarks" as used herein shall automatically be deemed amended to include such foreign patent, copyright and trademark registrations and applications without any action required by any person or entity.

22. Venue: Jury Trial Waiver. THE PARTIES AGREE THAT ALL ACTIONS OR PROCEEDINGS ARISING IN CONNECTION WITH THIS SECURITY AGREEMENT SHALL BE TRIED AND LITIGATED ONLY IN THE STATE AND FEDERAL COURTS LOCATED IN THE COUNTY OF MONTGOMERY, STATE OF MARYLAND OR, AT THE SOLE OPTION OF GRANTEE, IN ANY OTHER COURT IN WHICH GRANTEE SHALL INITIATE LEGAL OR EQUITABLE PROCEEDINGS AND WHICH HAS SUBJECT MATTER JURISDICTION OVER THE MATTER IN CONTROVERSY.


(a) TO THE FULLEST EXTENT PERMITTED BY LAW, AND AS SEPARATELY BARGAINED FOR CONSIDERATION TO GRANTEE, GRANTOR HEREBY WAIVES ANY RIGHT TO TRIAL BY JURY (WHICH GRANTEE ALSO WAIVES) IN ANY ACTION, SUIT, PROCEEDING OR COUNTERCLAIM OF ANY KIND ARISING OUT OF OR OTHERWISE RELATING TO THIS SECURITY AGREEMENT. GRANTOR HEREBY EXPRESSLY ACKNOWLEDGES THE INCLUSION OF THIS JURY TRIAL WAIVER AND ACKNOWLEDGES THAT IT HAS HAD THE OPPORTUNITY TO CONSULT WITH INDEPENDENT LEGAL COUNSEL REGARDING ITS MEANING.

[Signature Page Follows]

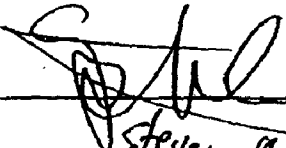
IN WITNESS WHEREOF, Grantor has duly executed this Intellectual Property Security Agreement in favor of Grantee, as of the date first written above.

BORROWERS

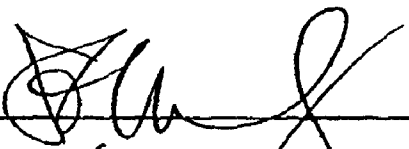
STELOR PRODUCTIONS, LLC

By: 
Name: STEVEN A. ESRIG
Its: CEO/Pres

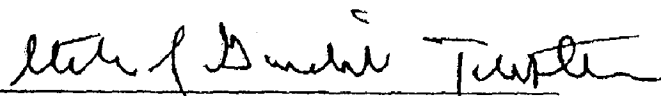
STELOR TECHNOLOGIES, LLC

By: 
Name: Steven A. Esrig
Its: CEO/Pres

**THE STELOR GROUP LIMITED,
LLC**

By: 
Name: Steven A. Esrig
Its: CEO/Pres

Agreed and Accepted as of this
17th day of July, 2007


STEPHEN J. GARCHIK, TRUSTEE

STATE OF Virginia)
) SS.
COUNTY OF Fauquier)

The foregoing Intellectual Property Security Agreement was executed and acknowledged before me this 30th day of October, 2006, by Steven A. Esrig personally known to me (or proved to me on the basis of satisfactory evidence) to be the President and CEO of STELOR PRODUCTIONS, LLC, STELOR TECHNOLOGIES, LLC and THE STELOR GROUP LIMITED, LLC, on behalf of each such corporation.

Notary Public T S DePaolis
Fauquier County, Virginia

My Commission expires:

Embossed Hereon is My
Commonwealth of Virginia Notary Public Seal
My Commission Expires January 31, 2009
TAMARA S. DEPAOLIS
Reg # 268433

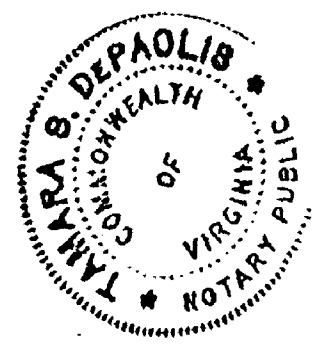


EXHIBIT A

PATENTS

(1) U.S. Patent Application Serial No. 11/152,259, filed June 15, 2005, and entitled A SYSTEM AND METHOD FOR ESTABLISHING AND AUTHORIZING A SECURITY CODE;

(2)Republic of China Patent Application No. 95121189, filed June 13, 2005, and entitled A SYSTEM AND METHOD FOR ESTABLISHING AND AUTHORIZING A SECURITY CODE; and

(3) PCT International Patent Application No. PCT/US2006/022832, filed June 14, 2006, and entitled A SYSTEM AND METHOD FOR ESTABLISHING AND AUTHORIZING A SECURITY CODE.

EXHIBIT B**TRADEMARKS**

U.S. Trademark	Application No.	Registration No.	Status
APPROVED BY PARENTS, LOVED BY KIDS, PROTECTED BY PIXKEY	78/888,346		Pending/Published
FLIITZ	78/530,444		Pending/Allowed
FROLIC FOREST	78/570,321		Pending/Allowed
GOFINDEMS	78/530,545		Pending/Allowed
GOO	76/591,382		Pending/Allowed
GOOBERRY	76/591,388		Pending/Allowed
GOOBOO	76/591,378		Pending/Allowed
GOOBOP	76/591,390		Pending/Allowed
GOOGEAR	76/591,387		Pending/Allowed
GOOGLES & Design	75/150,767		Pending/Suspended
GOOGLES	78/420,234		Pending/Suspended
GOOGLES EDUTAINMENT	76/591,386		Pending/Suspended
GOOKIDS	76/591,392		Pending/Allowed
GOOLALA	76/591,394		Pending/Allowed
GOOMAIL	76/592,805		Pending/Allowed
GOOPETS	76/592,806		Pending/Allowed
GOOROO	76/591,381		Pending/Allowed
GOOSICAL	76/591,384		Pending/Allowed
GOOTAINMENT	76/591,385		Pending/Allowed

GOOTER	76/591,393		Pending/Allowed
GOOTER	78/513,320		Pending/Allowed
GOOTOPIA	78/513,308		Pending/Allowed
GOOTROPOLIS	78/513,300		Pending/Allowed
GOOTUNES	76/592,804		Pending/Allowed
GOOWARE	76/591,389		Pending/Allowed
GOOWEAR	76/591,391		Pending/Allowed
I AGREE	78/487,406		Pending/Allowed
I AGREE & Design	78/487,403		Pending/Allowed
IFLIITZING	78/530,452		Pending/Allowed
IGGLE	75/655,710	2496754	Registered
JINGLES THE JUKEBOX	78/644,062		Pending
KIDSOS	78/644,167		Pending/Suspended
OGGLE	75/655,709	2496753	Registered
OOGLE	75/655,711	2496755	Registered
PIXKEY	78/678,744		Pending/Allowed
PIXKEY & Design	78/679,565		Pending/Allowed
REDEFINING TRUST IN INTERNET SECURITY	78/888,361		Pending/Allowed
TROODLES	78/861,430		Pending
THE TROODLES FROM TROO	78/861,427		Pending
TROO	78/861,434		Pending

Country	Foreign Trademark	Application No.	Registration No.	Status
Argentina	I AGREE & Design	2578648	2108558	Registered
Argentina	I AGREE	2578649	2108559	Registered
Argentina	FLIITZ	2596683		Pending
Argentina	FLIITZ	2596684		Pending
Argentina	GOOSICAL	2553158	2089353	Registered
Argentina	GOOTER	2553370	2093372	Registered
Argentina	GOOTUNES	2553369		Pending Registration

Brazil	I AGREE & Design	827258429		Pending/Published
Brazil	I AGREE	827258410		Pending/Published
Brazil	FLIITZ	827502478		Pending
Brazil	FLIITZ	827501486		Pending
Brazil	GOOSICAL	827054149		Pending
Brazil	GOOTUNES	827059337		Pending

Canada	I AGREE & Design	1251588		Pending Registration
Canada	I AGREE	1251596		Pending Registration
Canada	FLIITZ	1260784		Pending
Canada	GOFINDEMS	1260783		Pending Registration
Canada	GOOSICAL	1236566		Pending Registration
Canada	GOOTER	1236574		Pending Registration
Canada	GOOTUNES	1236692		Pending Registration

European Community	I AGREE & Design	A0001020	0867579	Registered
European Community	FLIITZ	Z1231982	0868660	Registered
European Community	I AGREE	A0001019	0867153	Registered
European Community	GOFINDEMS	Z1231983	0854971	Registered
European Community	GOOSICAL	Z1231805	0858186	Registered
European Community	GOOTUNES	Z1231804	0857665	Registered

International Register - WIPO	I AGREE & Design	A0001020	0867579	Registered
International Register - WIPO	I AGREE	A0001019	0867153	Registered
International Register - WIPO	GOFINDEMS	Z1231983	0854971	Registered
International Register - WIPO	FLIITZ	Z1231982	0868660	Registered
International Register - WIPO	GOOSICAL	Z1231805	0858186	Registered
International Register - WIPO	GOOTUNES	Z1231804	0857665	Registered

Japan	I AGREE & Design	2005-358806	0867579	Registered
Japan	I AGREE & Design	2005-358806	0867579	Registered
Japan	GOFINDEMS	2005-354822	0854971	Registered
Japan	FLIITZ	2005-359177	0868660	Registered

Japan	GOOSICAL	2005-355843	0858186	Registered
Japan	GOOTUNES		0857665	Registered

Mexico	I AGREE & Design	708906	941954	Registered
Mexico	I AGREE	708907		Pending
Mexico	FLIITZ	722417		Pending
Mexico	FLIITZ	722418	921125	Registered
Mexico	GOOSICAL	686624	906196	Registered
Mexico	GOOTER	686898		Pending
Mexico	GOOTUNES	687133	875816	Registered

EXHIBIT C

LICENSE AGREEMENTS

None.

TRADEMARK

REEL: 003978 FRAME: 0746

Copyright Information

EXHIBIT D
COPYRIGHTS

Copyright Title	Registration No.	Category
Googles, "the purr-fect pet"	VAu-94-965	Visual Arts
Googles and the Planet of Goo: vol. 1	TX-4-332-45	Visual Arts
Googles and the Planet of Goo (Final Draft)	TXu-510-855	Visual Arts
Googles, the return flight to the Planet of Goo	TXu-611-187	Visual Arts
Googles (logo)	VAu312-975	Visual Arts
Googles, Giggles, & Goggles	VAu302-944	Visual Arts
The GooShoe or GooShoe	VAu312-974	Visual Arts
The GooShip or GooShip	VAu312-926	Visual Arts
Googles and the Planet of Goo: vol. 1 (editing and revisions)	TXu-716-438	Visual Arts
The Googles' Song	SRu370-888	Sound Recording
El GooBop	SRu531-449	Sound Recording
Encarta La Fruta	SRu531-435	Sound Recording
GooAmigos	SRu531-446	Sound Recording
GooDias	SRu531-454	Sound Recording
GooNoches	SRu531-427	Sound Recording
Hay Un Arco Iris	SRu531-443	Sound Recording
Lluvia -- Lluvia - Lluvia	SRu531-430	Sound Recording
Goobye Por Ahora	SRu531-428	Sound Recording
Puedes Ser GooNino	SRu531-451	Sound Recording
Responsibilidad	SRu531-436	Sound Recording

Somos Los Googles	SRu531-431	Sound Recording
Un GooMundo	SRu531-452	Sound Recording
GooBoo Buddies	SRu531-420	Sound Recording
GooBye	SRu531-437	Sound Recording
GooBye for Now	SRu531-432	Sound Recording
GooFriends	SRu531-453	Sound Recording
GooMorning	SRu531-442	Sound Recording
GooNight	SRu531-423	Sound Recording
Hello	SRu531-455	Sound Recording
I Feel Good About Myself	SRu531-440	Sound Recording
I Love Fruit	SRu531-433	Sound Recording
It's Gooriffic	SRu531-424	Sound Recording
It's Gotta Be A Goo Thing	SRu531-422	Sound Recording
Me Siento Bien De Mi	SRu531-450	Sound Recording
One Goo World	SRu531-429	Sound Recording
Opposites Attract	SRu531-447	Sound Recording
Rain - Rain - Rain - Rain	SRu531-441	Sound Recording
Recycle... Don't Litter	SRu531-421	Sound Recording
Responsibility	SRu531-438	Sound Recording
The GooBop	SRu531-439	Sound Recording
There's a Rainbow	SRu531-434	Sound Recording
Together We Can	SRu531-448	Sound Recording
Trees	SRu531-426	Sound Recording

We're The Googles	SRu531-445	Sound Recording
You Can Be A GooKid	SRu531-444	Sound Recording
Zoomin'	SRu531-425	Sound Recording