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TO:DANA B. ROBINSON COMPANY:P.O. BOX 1416

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
Stylesheet Version v1.104/24/2009  
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
KE Investments, LLC		08/15/2008	LIMITED LIABILITY COMPANY; NEVADA
RECEIVING PARTY DATA			
Name:	Acquisition Facilitator LLC		
Street Address:	2575 Montessouri Street, Suite 200		
City:	Las Vegas		
State/Country:	NEVADA		
Postal Code:	89117		
Entity Type:	LIMITED LIABILITY COMPANY; NEVADA		
Name:	Russell Rosenblum		
Street Address:	2575 Montessouri Street, Suite 200		
City:	Las Vegas		
State/Country:	NEVADA		
Postal Code:	89117		
Entity Type:	INDIVIDUAL: U.S.A.		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	3188062	BIN-MAX	
Registration Number:	3163832	HYDER	
Serial Number:	77382304	HYLOFT	
Serial Number:	77384201	HYLOFT	
Registration Number:	3458988	MASTER RAIL	
CORRESPONDENCE DATA			
Fax Number:	(858)777-3347		

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TO:DANA B. ROBINSON COMPANY:P.O. BOX 1416

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: 958-488-2545  
Email: Dana@TechLawLLP.com  
Correspondent Name: DANA B. ROBINSON  
Address Line 1: P.O. Box 1416  
Address Line 4: La Jolla, CALIFORNIA 92038

NAME OF SUBMITTER:	Dana B. Robinson
Signature:	/Dana B. Robinson/
Date:	04/24/2009
Total Attachments: 2 source=HyLoft Security#page1.tif source=HyLoft Security#page2.tif	

TO: DANA B. ROBINSON COMPANY: P.O. BOX 1416

10/09/2008

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HYLOFT USA, LLC + 18587773347

NO. 061

001

## SECURITY AGREEMENT

1. **Identification and Parties.** This Security Agreement (this "Agreement"), dated for identification purposes only August, 15, 2008 is made and entered into by and between HyLofit, Inc. and KE Investments, LLC ("*Debtor*"), and Acquisition Facilitator LLC, a Nevada limited liability company, and Russell Rosenblum (together Acquisition Facilitator LLC and Russell Rosenblum are "*Secured Party*") (or such other person or entity to whom the Secured Party may assign their rights from time to time to an entity which Russell Rosenblum or Dan Coletti control, with notice to the Debtor).

### 2. **Recitals.**

2.1 Pursuant to that certain Promissory Note between the Debtor and the Secured Party dated August 15, 2008 (the "*Note*"), Debtor has agreed to borrow and Secured Party has agreed to loan certain sums, secured by the Debtor's assets.

2.2 As security for the payment of the Note, Secured Party requires that Debtor grant to Secured Party a security interest in all of the company's assets generally, including tangible, intangible, receivables, inventory, intellectual property (collectively, the "*Collateral*") subject only to the rights, if any of City National Bank.

3. **Grant of Security Interest.** As security for the full payment of the Note, Debtor hereby grants and pledges a security interest in the Collateral to Secured Party.

4. **Rights Reserved to Debtor.** So long as Debtor has not breached his obligation to pay the Note, Debtor may use and benefit from the Collateral in any manner Debtor deems appropriate and shall have all rights associated with the Collateral.

5. **UCC-1 Financing Statement.** Concurrently with the mutual execution and delivery of this Agreement, Creditor may file a UCC-1 financing statement. Creditor may also file any lien documents with any local, state or federal agency as appropriate to protect its interests, including but not limited to any filings with the United States Patent and Trademark Office. Upon payment in full of the indebtedness, the Secured Party shall execute deliver a UCC-3 Termination Statement to Debtor, and release any other security interests.

### 6. **Secured Party's Rights Upon Default.**

6.1 Upon Debtor's failure to timely pay the Note to Secured Party, Secured Party shall have all the rights and remedies which secured parties have pursuant to the Uniform Commercial Code as enacted in the State of Nevada.

6.2 If, in compliance with the terms of this Agreement and applicable law, Secured Party elects to collect, liquidate, sell or otherwise dispose of the Collateral, the proceeds of any such collection, liquidation, sale or disposition shall be applied first to the satisfaction of the Indebtedness and any surplus shall be paid to Debtor.

  
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7. Termination. Upon the full satisfaction of the Note, (i) this Agreement and the security interest granted under this Agreement shall terminate and be released; and (ii) Secured Party shall execute any and all releases, termination statements and other documents which Secured Party reasonably requires to evidence such termination and release.

8. Miscellaneous.

8.1. This Agreement shall be governed by and construed in accordance with the laws of the State of Nevada.

8.2. This Agreement constitutes the entire Agreement between Debtor and Secured Party pertaining to the subject matter of this Agreement and supersedes all prior and contemporaneous agreements, representations and understandings of the parties.

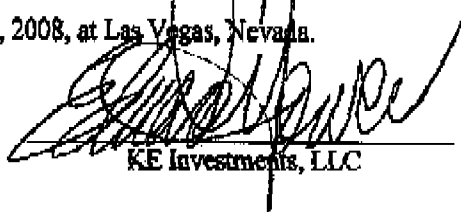
8.3. This Agreement shall be binding upon, and inure to the benefit of, the parties hereto and to their respective heirs, successors, and assigns.

IN WITNESS WHEREOF, Debtor and Secured Party have executed this Agreement on the dates and at the places set forth opposite their signatures below.

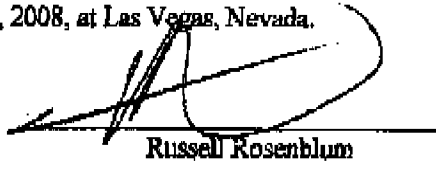
Dated this 18<sup>th</sup> day of August, 2008, at Las Vegas, Nevada.

  
Hylcoft Inc.

Dated this 18<sup>th</sup> day of August, 2008, at Las Vegas, Nevada.

  
KE Investments, LLC

Dated this 18<sup>th</sup> day of August, 2008, at Las Vegas, Nevada.

  
Russell Rosenblum

Dated this 18<sup>th</sup> day of August, 2008, at Las Vegas, Nevada.

  
Acquisition Facilitator LLC