

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Black Flag Brands, LLC		05/12/2009	CORPORATION: NEW YORK
RECEIVING PARTY DATA			
Name:	Bernard I Segal		
Street Address:	1900 Avenue of the Stars, 25th Floor		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90067		
Entity Type:	INDIVIDUAL: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3177689	DEAD-FAST	
CORRESPONDENCE DATA			
Fax Number:	(847)509-0255		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	847-509-0250		
Email:	clarson@hillfirm.com		
Correspondent Name:	Dennis A. Gross		
Address Line 1:	666 Dundee Road		
Address Line 2:	Suite 1201		
Address Line 4:	Northbrook, ILLINOIS 60062		
ATTORNEY DOCKET NUMBER:	BSR09047		
NAME OF SUBMITTER:	Dennis A. Gross		
Signature:	/Dennis A Gross/		
Date:	06/04/2009		

OP \$40.00 3177689

Total Attachments: 1
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EXHIBIT D

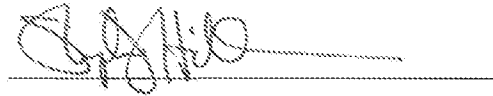
SECURITY INTEREST

To secure the interest of Bernard I. Segal in that certain Agreed Amendment to Osmegen-Segal Exclusive Distributorship Agreement by and between Black Flag Brands LLC, Assignee, Homax Group, Inc., Guarantor and Bernard I. Segal, Assignor dated April 14, 2009 in which Mr. Segal has assigned U.S. Patent No. 6,793,429 B2 and U.S. Trademark Registration 3, 177,689 to Black Flag Brands, LLC, a New York corporation, in exchange for the performance of certain obligations by Black Flag Brands, LLC, and Homax Group, Inc., under said Agreement,

Black Flag Brands, LLC hereby grants to Bernard I. Segal a Security Interest in and to:

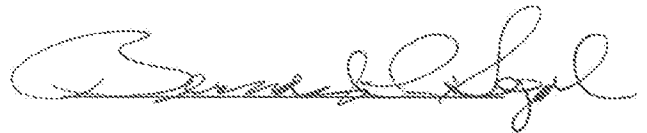
U.S. Patent No. 6,793,429 B2
U.S. Trademark No. 3,177,689, and any foreign counterparts,

consisting of this conditional assignment to Bernard I. Segal of said Patent and said Trademark and all rights relating thereto, including goodwill related to use of the trademark, including the right to recover for any then past or continuing infringements. This assignment is exercisable by Bernard I. Segal in his sole discretion but only in the event of a termination for any reason of said Agreement prior to the expiration of the fifth extended term in 2033. This Security Interest shall have precedence over any purported transfer, hypothecation, or assignment of said Patent or said Trademark in the absence of Bernard I. Segal's express written consent to such transfer, assignment or hypothecation. In the event Segal shall exercise this conditional assignment, Black Flag Brands, LLC, or any successor thereto, will cooperate in executing any documents reasonably required to effect a re-assignment of the Patent and Trademark back to Bernard I. Segal, free of any claims, liens, or encumbrances.



Black Flag Brands, LLC

Dated: 5/12/09



Bernard I. Segal

Dated:

09.0331-Exhibit D Security Interest