

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<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>
B.J. Alan Company		10/30/2009	CORPORATION: OHIO
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	National City Bank		
<b>Street Address:</b>	20 Stanwix Street		
<b>City:</b>	PITTSBURGH		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	15222		
<b>Entity Type:</b>	Bank: UNITED STATES		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	3254800	PHANTOM	
Registration Number:	3252958	PHANTOM	
Registration Number:	2870322		
Registration Number:	2685252	PHANTOM FIREWORKS.COM	
Registration Number:	1923560	PHANTOM	
Registration Number:	1923559	PHANTOM	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(412)562-1041		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	412-562-1637		
<b>Email:</b>	vicki.cremonese@bipc.com		
<b>Correspondent Name:</b>	Michael L. Dever		
<b>Address Line 1:</b>	301 Grant Street		
<b>Address Line 2:</b>	20th Floor		
<b>Address Line 4:</b>	PITTSBURGH, PENNSYLVANIA 15219		

**CH \$165.00 3254800**

ATTORNEY DOCKET NUMBER:	0023138-006095
NAME OF SUBMITTER:	M
Signature:	/Michael L. Dever/
Date:	11/02/2009
<p><b>Total Attachments: 13</b> source=national city-B.J. alan company security agreement#page1.tif source=national city-B.J. alan company security agreement#page2.tif source=national city-B.J. alan company security agreement#page3.tif source=national city-B.J. alan company security agreement#page4.tif source=national city-B.J. alan company security agreement#page5.tif source=national city-B.J. alan company security agreement#page6.tif source=national city-B.J. alan company security agreement#page7.tif source=national city-B.J. alan company security agreement#page8.tif source=national city-B.J. alan company security agreement#page9.tif source=national city-B.J. alan company security agreement#page10.tif source=national city-B.J. alan company security agreement#page11.tif source=national city-B.J. alan company security agreement#page12.tif source=national city-B.J. alan company security agreement#page13.tif</p>	

## PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT

**THIS PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT** (the "Agreement"), dated as of October 30, 2009, is entered into by and among B.J. ALAN COMPANY, an Ohio corporation (the "Borrower"), AND EACH OF THE OTHER PERSONS LISTED ON THE SIGNATURE PAGES HERETO AND EACH OF THE OTHER PERSONS WHICH BECOMES A PLEDGOR HEREUNDER FROM TIME TO TIME (the Borrower and each such other Persons, each a "Pledgor" and collectively, the "Pledgors"), and NATIONAL CITY BANK, as Administrative Agent for the Lenders referred to below (the "Agent").

WHEREAS, pursuant to that certain Amended and Restated Credit Agreement (as the same may be hereafter amended, restated, modified or supplemented from time to time, the "Credit Agreement") of even date herewith by and among the Borrower, the Guarantors party thereto, the Lenders party thereto, and the Agent (all as defined in the Credit Agreement), the Agent and the Lenders have agreed to provide certain loans to the Borrower, and the Pledgors have agreed, among other things, to grant a security interest to the Agent in certain patents, trademarks, copyrights and other property as security for such loans and other obligations as more fully described herein.

NOW, THEREFORE, intending to be legally bound hereby, the parties hereto agree as follows:

1. Defined Terms.

(a) Except as otherwise expressly provided herein, (i) capitalized terms used in this Agreement shall have the respective meanings assigned to them in the Credit Agreement and (ii) the rules of construction set forth in Section 1.2 [Construction] of the Credit Agreement shall apply to this Agreement. Where applicable and except as otherwise expressly provided herein, terms used herein (whether or not capitalized) shall have the respective meanings assigned to them in the Uniform Commercial Code as enacted in the State of Ohio, as amended from time to time (the "Code").

(b) "Patents, Trademarks and Copyrights" shall mean and include all of each Pledgor's present and future right, title and interest in and to the following: all trade names, patent applications, patents, trademark applications, trademarks and copyrights, whether now owned or hereafter acquired by any Pledgor, including, without limitation, those listed on Schedule A hereto, including all proceeds thereof (such as, by way of example, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, and the goodwill of the business to which any of the patents, trademarks and copyrights relate.

(c) "Debt" shall mean and include all Obligations and, without limiting the generality of the foregoing, all Loans, obligations, liabilities, and indebtedness from time to time of the Borrower, any other Pledgor and any other Guarantor to the Agent, the Lenders, or any of their respective Affiliates under or in connection with the Credit Agreement or any other Loan

Document, whether for principal, interest, fees, indemnities, expenses, or otherwise, and all extensions, renewals, refinancings or refundings thereof, in whole or in part, whether such obligations, liabilities, or indebtedness are direct or indirect, secured or unsecured, joint or several, absolute or contingent, due or to become due, whether for payment or performance, now existing or hereafter arising (and including obligations, liabilities, and indebtedness arising or accruing after the commencement of any bankruptcy, insolvency, reorganization, or similar proceeding with respect to the Borrower, any other Pledgor or any other Guarantor, or which would have arisen or accrued but for the commencement of such proceeding, even if the claim for such obligation, liability, or indebtedness is not enforceable or allowable in such proceeding, and including all obligations, liabilities, and indebtedness arising from any extensions of credit under or in connection with the Loan Documents from time to time, regardless whether any such extensions of credit are in excess of the amount committed under or contemplated by the Loan Documents or are made in circumstances in which any condition to extension of credit is not satisfied). Without limitation of the foregoing, any of the Debt shall be and remain Debt entitled to the benefit of this Agreement even if the Agent, the Lenders, or any of their respective Affiliates (or any of their respective assignees or transferees) from time to time assigns or otherwise transfers all or any portion of its rights and obligations under the Loan Documents, or any other Debt, to any other Person.

2. To secure the full payment and performance of all Debt, each Pledgor hereby grants and conveys a security interest to the Agent in the entire right, title and interest of such Pledgor in and to all of its Patents, Trademarks and Copyrights.

3. Each Pledgor, jointly and severally, covenants and warrants that:

(a) The Trademarks set forth on Schedule A are subsisting and have not been adjudged invalid or unenforceable, in whole or in part, and to the best of each Pledgor's knowledge, the other Patents, Trademarks and Copyrights are subsisting and have not been adjudged invalid or unenforceable, in whole or in part;

(b) to the best of such Pledgor's knowledge, each of the Patents, Trademarks and Copyrights is valid and enforceable;

(c) such Pledgor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of its Patents, Trademarks and Copyrights, free and clear of any liens, charges and encumbrances, including without limitation pledges, assignments, licenses, shop rights and covenants by such Pledgor not to sue third persons, except, subject to the Subordination Agreement, the Liens granted to secure the Subordinated Debt pursuant to the Subordinated Loan Documents;

(d) such Pledgor has the corporate, limited liability company or partnership, as the case may be, power and authority to enter into this Agreement and perform its terms;

(e) no claim has been made to such Pledgor or, to the knowledge of such Pledgor, any other person that the use of any of the Patents, Trademarks and Copyrights does or may violate the rights of any third party;

(f) such Pledgor has used, and will continue to use for the duration of this Agreement, consistent standards of quality in its manufacture of products sold under any Patents, Trademarks and Copyrights;

(g) such Pledgor has used, and will continue to use for the duration of this Agreement, proper statutory notice in connection with its use of the Patents, Trademarks and Copyrights, except for those Patents, Trademarks and Copyrights that are hereafter allowed to lapse in accordance with Paragraph 10 hereof;

(h) such Pledgor will not change its state of incorporation, formation or organization, as applicable without providing twenty (20) days prior written notice to the Agent;

(i) such Pledgor will not change its name without providing twenty (20) days prior written notice to the Agent;

(j) such Pledgor shall permit the Agent, its officers, employees and agents to inspect all books and records related to the Patents, Trademarks and Copyrights; and

(k) such Pledgor shall preserve its corporate, limited liability or partnership existence, as the case may be, and shall not (i) in one, or a series of related transactions, merge into or consolidate with any other entity, the survivor of which is not such Pledgor, or (ii) sell all or substantially all of its assets.

4. Each Pledgor agrees that, until all of the Debt shall have been indefeasibly satisfied in full, the Commitments have terminated and the Letters of Credit have expired or been terminated, it will not enter into any agreement (for example, a license agreement) which is inconsistent with such Pledgor's obligations under this Agreement, without the Agent's prior written consent which shall not be unreasonably withheld, except such Pledgor may license technology in the ordinary course of business without the Agent's consent to suppliers and customers to facilitate the manufacture and use of such Pledgor's products and the provision of such Pledgor's services.

5. If, before the Debt shall have been indefeasibly satisfied in full, the Commitments have terminated and the Letters of Credit have expired or been terminated, any Pledgor shall own any new trademarks or any new copyrightable or patentable inventions, or any patent application or patent for any reissue, division, continuation, renewal, extension, or continuation in part of any Patent, Trademark or Copyright or any improvement on any Patent, Trademark or Copyright, the provisions of this Agreement shall automatically apply thereto. Such Pledgor shall give to the Agent prompt notice in writing of any such future patents, patent applications, trademark applications, statements of use or use or other change in the status of any intent-to-use trademark applications, trademark registrations, copyright applications and copyright registrations. Each Pledgor and the Agent agree to modify this Agreement by amending Schedule A to include any future patents, patent applications, trademark applications, statements of use or use or other change in the status of any intent-to-use trademark applications, trademark registrations, copyright registrations or copyright applications and the provisions of this Agreement shall apply thereto.

6. The Agent shall have, in addition to all other rights and remedies given it by this Agreement and those rights and remedies set forth in the Credit Agreement, those allowed by applicable Law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Patents, Trademarks and Copyrights may be located and, without limiting the generality of the foregoing, if an Event of Default has occurred and is continuing, the Agent may immediately, without demand of performance and without other notice (except as set forth below) or demand whatsoever to any Pledgor, all of which are hereby expressly waived, and without advertisement, sell at public or private sale or otherwise realize upon, in a city that the Agent shall designate by notice to the Pledgors, in Cleveland, Ohio or elsewhere, the whole or from time to time any part of the Patents, Trademarks and Copyrights, or any interest which such Pledgor may have therein and shall apply such proceeds as provided in Section 9.2.4 [Application of Proceeds] of the Credit Agreement. Notice of any sale or other disposition of the Patents, Trademarks and Copyrights shall be given to the Pledgors at least ten (10) days before the time of any intended public or private sale or other disposition of the Patents, Trademarks and Copyrights is to be made, which each Pledgor hereby agrees shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, the Agent may, to the extent permissible under applicable Law, purchase the whole or any part of the Patents, Trademarks and Copyrights sold, free from any right of redemption on the part of any Pledgor, which right is hereby waived and released.

7. Each Pledgor hereby authorizes and empowers the Agent to make, constitute and appoint any officer or agent of the Agent, as the Agent may select in its exclusive discretion, as such Pledgor's true and lawful attorney-in-fact, with the power to endorse such Pledgor's name on all applications, documents, papers and instruments necessary for the Agent to use the Patents, Trademarks and Copyrights, or to grant or issue, on commercially reasonable terms, any exclusive or nonexclusive license under the Patents, Trademarks and Copyrights to any third person, or necessary for the Agent to assign, pledge, convey or otherwise transfer title in or dispose, on commercially reasonable terms, of the Patents, Trademarks and Copyrights to any third Person; provided however, that the Agent agrees not to exercise the foregoing power until after the occurrence of an Event of Default. Each Pledgor 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 for the term of this Agreement.

8. At such time as the Pledgors shall have indefeasibly paid in full all of the Debt and the Commitments shall have terminated and the Letters of Credit have expired, this Agreement shall terminate and the Agent shall execute and deliver to applicable Pledgor all deeds, assignments and other instruments as may be necessary or proper to remove the Agent's security interest in the Patents, Trademarks and Copyrights, subject to any disposition thereof which may have been made by the Agent pursuant hereto.

9. Any and all fees, costs and expenses, of whatever kind or nature, including reasonable attorneys' fees and expenses incurred by the Agent in connection with the preparation of this Agreement and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, attorneys' fees, maintenance fees or encumbrances, the protection, maintenance or preservation of the Patents, Trademarks and Copyrights, or the defense or prosecution of any actions or proceedings arising out of or related

to the Patents, Trademarks and Copyrights, shall be borne and paid by the Pledgors within fifteen (15) days of demand by the Agent, and if not paid within such time, shall be added to the principal amount of the Debt and shall bear interest at the highest rate prescribed in the Credit Agreement.

10. Each Pledgor shall have the duty, through counsel reasonably acceptable to the Agent, to prosecute diligently any patent applications of the Patents, Trademarks and Copyrights pending as of the date of this Agreement if commercially reasonable or thereafter until the Debt shall have been indefeasibly paid in full, the Commitments shall have terminated and the Letters of Credit have expired or been terminated, to make application on unpatented but patentable inventions (whenever it is commercially reasonable in the reasonable judgment of such Pledgor to do so) and to preserve and maintain all rights in patent applications and patents included in the Patents, Trademarks and Copyrights, including without limitation the payment of all maintenance fees. Any expenses incurred in connection with such an application shall be borne by the Pledgors. No Pledgor shall abandon any of the Patents, Trademarks and Copyrights without the consent of the Agent, which shall not be unreasonably withheld.

11. Each Pledgor shall have the right, with the consent of the Agent, which shall not be unreasonably withheld, to bring suit, action or other proceeding in its own name, and to join the Agent, if necessary, as a party to such suit so long as the Agent is satisfied that such joinder will not subject it to any risk of liability, to enforce the Patents, Trademarks and Copyrights and any licenses thereunder. Each Pledgor shall promptly, upon demand, reimburse and indemnify the Agent for all damages, costs and expenses, including reasonable legal fees, incurred by the Agent as a result of such suit or joinder by such Pledgor.

12. No course of dealing between the Pledgors and the Agent, nor any failure to exercise nor any delay in exercising, on the part of the Agent, any right, power or privilege hereunder or under the Credit Agreement or other Loan Documents shall operate as a waiver of such right, power or privilege, 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. All of the Agent's rights and remedies with respect to the Patents, Trademarks and Copyrights, whether established hereby or by the Credit Agreement or by any other agreements or by Law, shall be cumulative and may be exercised singularly or concurrently.

14. Each of the obligations of each Pledgor under this Agreement is joint and several. The Agent and the Lenders, or any of the them, may, in their sole discretion, elect to enforce this Agreement against any Pledgor without any duty or responsibility to pursue the Borrower, any other Pledgor, or any other Person, and such an election by the Agent and the Lenders, or any of them, shall not be a defense to any action the Agent and the Lenders, or any of them, may elect to take against any Pledgor. Each of the Lenders and the Agent hereby reserve all right against each Pledgor.

15. The provisions of this 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 clause or provision of this Agreement in any jurisdiction.

16. This Agreement is subject to modification only by a writing signed by the parties, except as provided in Paragraph 5.

17. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties, provided, however, that no Pledgor may assign or transfer any of its rights or obligations hereunder or any interest herein and any such purported assignment or transfer shall be null and void.

18. This Agreement shall be governed by and construed in accordance with the internal Laws of the State of Ohio without regard to its conflicts of law principles.

**19. Each Pledgor hereby irrevocably authorizes any attorney-at-law, including an attorney employed by or retained and paid by the Agent, to appear in any court of record in or of the State of Ohio, or in any other state or territory of the United States, at any time after the Agreement or any of the other obligations become due pursuant to the Credit Agreement and the other Loan Documents, whether by acceleration or otherwise, to waive the issuing and service of process and to confess a judgment against each Pledgor in favor of the Agent, and/or any assignee or holder hereof for the amount of the Agreement and any of the obligations then appearing due from each Pledgor under this Agreement, together with costs of suit and thereupon to release all errors and waive all right of appeal or stays of execution in any court of record. Each Pledgor hereby expressly (i) waives any conflict of interest of the attorney(s) retained by the Agent to confess judgment against each Pledgor upon this Agreement, and (ii) consents to the receipt by such attorney(s) of a reasonable legal fee from the Agent for legal services rendered for confessing judgment against each Pledgor upon this Agreement. A copy of this Agreement, certified by the Agent, may be filed in each such proceeding in place of filing the original as a warrant of attorney.**

Each Pledgor acknowledges that it has read and understood all the provisions of this Agreement, including the confession of judgment and waiver of jury trial, and has been advised by counsel as necessary or appropriate.

20. EACH PLEDGOR IRREVOCABLY AND UNCONDITIONALLY SUBMITS, FOR ITSELF AND ITS PROPERTY, TO THE NONEXCLUSIVE JURISDICTION OF THE COURTS OF THE STATE OF OHIO SITTING IN CUYAHOGA COUNTY AND OF THE UNITED STATES DISTRICT COURT OF THE NORTHERN DISTRICT OF OHIO, AND ANY APPELLATE COURT FROM ANY THEREOF, IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT, OR FOR RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT, AND EACH OF THE PARTIES HERETO IRREVOCABLY AND UNCONDITIONALLY AGREES THAT ALL CLAIMS IN RESPECT OF ANY SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN SUCH OHIO STATE COURT OR, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN SUCH FEDERAL COURT. EACH OF THE PARTIES HERETO AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL



BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW. NOTHING IN THIS AGREEMENT OR IN ANY OTHER LOAN DOCUMENT SHALL AFFECT ANY RIGHT THAT THE AGENT, ANY LENDER OR THE ISSUING LENDER MAY OTHERWISE HAVE TO BRING ANY ACTION OR PROCEEDING RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT AGAINST ANY PLEDGOR OR ITS PROPERTIES IN THE COURTS OF ANY JURISDICTION. EACH PLEDGOR IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT IN ANY COURT REFERRED TO IN THIS SECTION. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH ACTION OR PROCEEDING IN ANY SUCH COURT AND AGREES NOT ASSERT ANY SUCH DEFENSE.

21. This Agreement may be executed in any number of counterparts, and by different parties hereto in separate counterparts, each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same instrument. Each Pledgor acknowledges and agrees that a telecopy transmission to the Agent or any Lender of the signature pages hereof purporting to be signed on behalf of any Pledgor shall constitute effective and binding execution and delivery hereof by such Pledgor.

22. EXCEPT AS PROHIBITED BY LAW, EACH PLEDGOR HEREBY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY A JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER, OR IN CONNECTION WITH THIS AGREEMENT OR ANY OTHER DOCUMENTS OR TRANSACTIONS RELATING THERETO.

23. All notices, requests, demands, directions and other communications (collectively, "notices") given to or made upon any party hereto under the provisions of this Agreement shall be as set forth in Section 11.5 [Notices; Effectiveness; Electronic Communication] of the Credit Agreement.

24. Each Pledgor acknowledges and agrees that, in addition to the other rights of the Agent hereunder and under the other Loan Documents, because the Agent's remedies at law for failure of such Pledgor to comply with the provisions hereof relating to the Agent's rights (i) to inspect the books and records related to the pledged Patents, Trademarks and Copyrights, (ii) to receive the various notifications such Pledgor is required to deliver hereunder, (iii) to obtain copies of agreements and documents as provided herein with respect to the pledged Patents, Trademarks and Copyrights, (iv) to enforce the provisions hereof pursuant to which the such Pledgor has appointed the Agent its attorney-in-fact, and (v) to enforce the Agent's remedies hereunder, would be inadequate and that any such failure would not be adequately compensable in damages, such Pledgor agrees that each such provision hereof may be specifically enforced.

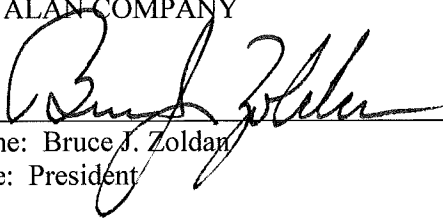
25. Upon the execution and delivery by any other Person of a Guarantor Joinder, such Person shall become a "Pledgor" hereunder with the same force and effect as if it were originally a party to this Agreement and named as a "Pledgor" hereunder. The execution and delivery of any such Guarantor Joinder shall not require the consent of any other Pledgor hereunder, and the rights and obligations of each Pledgor hereunder shall remain in full force and effect notwithstanding the addition of any new Pledgor as a party to this Agreement.

**[SIGNATURES APPEAR ON THE FOLLOWING PAGE]**

**[SIGNATURE PAGE TO PATENT, TRADEMARK  
AND COPYRIGHT SECURITY AGREEMENT]**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers or agents thereunto duly authorized, as of the date first above written.

B.J. ALAN COMPANY

By:  (SEAL)  
Name: Bruce J. Zoldan  
Title: President

[SIGNATURE PAGE TO PATENT, TRADEMARK  
AND COPYRIGHT SECURITY AGREEMENT]

Guarantors:

BIG BEAR FIREWORKS INC.  
BIG BEAR OF UTAH, INC.  
B.J. ALAN COMPANY CT, INC.  
B.J. ALAN COMPANY NW, LLC  
B.J. ALAN COMPANY PA, LLC  
B.J. ALAN FIREWORKS CO., INC.  
B. J. ALAN FIREWORKS OF BURNS HARBOR, INC.  
B.J. ALAN FIREWORKS OF INDIANA, INC.  
B.J. ALAN FIREWORKS OF INDIANAPOLIS, INC.  
DIAMOND SPARKLER MANUFACTURING CO., INC.  
FIREWORKS IMPORTERS CO., INC.  
FIREWORKS INDEMNITY INSURANCE CO., LTD.  
I-85 FIREWORKS, INC.  
MILL CREEK ADVERTISING AGENCY, INC.  
NIAGARA FIREWORKS, INC.  
OHIO PYRO, INC.  
PHANTOM FIREWORKS, INC.  
PHANTOM FIREWORKS OF PA, INC.  
PHANTOM FIREWORKS OF PUERTO RICO, INC.  
PHANTOM FIREWORKS OF WISCONSIN, INC.  
PHANTOM OF ALABAMA, INC.  
PHANTOM OF BREEZEWOOD, INC.  
PHANTOM OF BREVARD, INC.  
PHANTOM OF CLEARWATER, INC.  
PHANTOM OF CINCINNATI, INC.  
PHANTOM OF DAYTONA, INC.  
PHANTOM OF EASTERN PA, LLC  
PHANTOM OF EASTERN TIER, LLC  
PHANTOM OF FORT MYERS, INC.  
PHANTOM OF JACKSONVILLE, INC.  
PHANTOM OF KEY LARGO, INC.  
PHANTOM OF MISSOURI, INC.  
PHANTOM OF NEBRASKA, INC.  
PHANTOM OF NEW MEXICO, INC.  
PHANTOM OF NORTHEAST, LLC  
PHANTOM OF SOUTH CAROLINA, INC.  
PHANTOM OF ST. AUGUSTINE, INC.  
PHANTOM OF WEST SALEM, INC.  
PHANTOM OF WYOMING, INC.  
SUNBURST OF WEST PALM BEACH, INC.  
VEGAS OF PAHRUMP, INC.

By:  (SEAL)

Name: BRUCE J. ZOLDAN

Title: PRESIDENT of each of the above-listed corporations and  
limited liability companies

[SIGNATURE PAGE TO PATENT, TRADEMARK  
AND COPYRIGHT SECURITY AGREEMENT]

Guarantors:

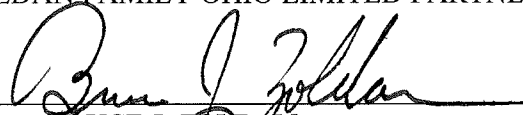
ZBY REAL ESTATE ENTERPRISES  
ZYH ASSOCIATES

By:  (SEAL)

Name: BRUCE J. ZOLDAN

Title: MANAGING PARTNER of each of the above-listed  
general partnerships

ZOLDAN FAMILY OHIO LIMITED PARTNERSHIP

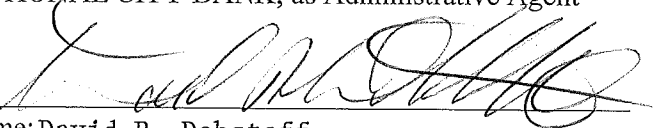
By:  (SEAL)

Name: BRUCE J. ZOLDAN

Title: GENERAL PARTNER

[SIGNATURE PAGE TO PATENT, TRADEMARK  
AND COPYRIGHT SECURITY AGREEMENT]

NATIONAL CITY BANK, as Administrative Agent

By: 

Name: David P. Dobstaff

Title: Senior Vice President

**SCHEDULE A  
TO  
PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT**

LIST OF MAJOR REGISTERED PATENTS, TRADEMARKS,  
TRADE NAMES AND COPYRIGHTS

<u>Mark</u>	<u>Goods</u>	<u>Reg. No.</u>	<u>Issue Date</u>
PHANTOM & Design	Retail stores featuring fireworks, t-shirts and hats; online retail store services featuring fireworks, t-shirts and hats	3,254,800	06/26/2007
PHANTOM	Retail stores featuring fireworks, t-shirts and hats; online retail store services featuring fireworks, t-shirts and hats	3,252,958	06/19/2007
Phantom figure logo	Fireworks	2,870,322	08/03/2004
PHANTOM FIREWORKS.COM and Design	Retail and wholesale store services featuring fireworks	2,685,252	02/11/2003
PHANTOM and Design	Fireworks	1,923,560	10/03/1995
PHANTOM	Fireworks	1,923,559	10/03/1995