

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
XELR8, Inc.		03/05/2010	CORPORATION: COLORADO
RECEIVING PARTY DATA			
Name:	Hudson Asset Partners, LLC		
Street Address:	14151 Magnolia Cove Road		
Internal Address:	c/o Murray M. Rubin, Secretary		
City:	Jacksonville		
State/Country:	FLORIDA		
Postal Code:	32224		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	77976846	BAZI	
CORRESPONDENCE DATA			
Fax Number:	(212)655-3535		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	2126553500		
Email:	cac@msf-law.com		
Correspondent Name:	Cassandra Ching		
Address Line 1:	140 East 45th Street, 19th Floor		
Address Line 2:	Meister Seelig & Fein LLP		
Address Line 4:	New York, NEW YORK 10017		
ATTORNEY DOCKET NUMBER:	3831-010		
NAME OF SUBMITTER:	Cassandra Ching		
Signature:	/cac/		

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**TRADEMARK
 REEL: 004161 FRAME: 0798**

Date:

03/05/2010

Total Attachments: 4

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**TRADEMARK COLLATERAL ASSIGNMENT
AND SECURITY AGREEMENT**

This **TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT** (this "Agreement"), dated as of March 5, 2010, made by **XELR8, INC.**, a Colorado corporation (the "Grantor," and a wholly owned subsidiary of **XELR8 Holdings, Inc.** ("Parent")), in favor of **HUDSON ASSET PARTNERS, LLC**, a Delaware limited liability company, as Collateral Agent ("Agent").

Capitalized terms not otherwise defined herein have the meaning set forth in the Security Agreement, dated as of March 5, 2010, between Grantor, Parent, Agent and certain other parties (the "Security Agreement").

W I T N E S S E T H:

WHEREAS, Grantor holds an interest in certain trademarks and/or trademark applications identified in **Exhibit 1** hereto (the "Trademarks");

WHEREAS, the Grantor, Parent, Agent, and certain other parties, are parties to the Security Agreement, entered into for benefit of the holders (the "Holders") of certain convertible secured five year promissory notes (the "Convertible Notes") issued by Parent, all upon terms described in that certain Confidential Private Placement Memorandum, dated on or about February 1, 2010;

WHEREAS, the Grantor wishes to grant to Agent a security interest in certain of its property and assets to secure the performance of its obligations under the Security Agreement;


WHEREAS, the Grantor and the Agent by this instrument seek to confirm and make a record of the collateral assignment of and grant of a senior security interest in the Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Grantor does hereby acknowledge and confirm that it has made a collateral assignment to the Agent of, and has granted to the Agent a security interest in, for the benefit of the Holders, all of the Grantor's right, title and interest in, to, and under the Trademarks, which security interest shall be subordinate to the security interest in, to, and under the Trademarks granted to the holders of the Convertible Notes. The Grantor also acknowledges and confirms that the rights and remedies of Agent with respect to the collateral assignment of and security interests in the Trademarks acknowledged and confirmed hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference.

This Agreement may be executed simultaneously in two or more counterparts, including by facsimile, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned have executed this Trademark Collateral Assignment and Security Agreement by its duly authorized officers as of the date first written above.

XELR8, INC.

By: 
Name: Daniel W. Rumsey
Title: Interim CEO

HUDSON ASSET PARTNERS, LLC

By: _____
Name: Murray Rubin
Title: Secretary

[SIGNATURE PAGE - TRADEMARK COLLATERAL ASSIGNMENT
AND SECURITY AGREEMENT]

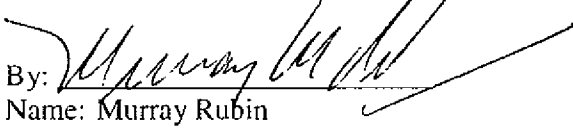
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XELR8, INC.

By: _____
Name:
Title:

HUDSON ASSET PARTNERS, LLC

By: 
Name: Murray Rubin
Title: Secretary

[SIGNATURE PAGE - TRADEMARK COLLATERAL ASSIGNMENT
AND SECURITY AGREEMENT]

EXHIBIT 1

TRADEMARKS/TRADEMARK APPLICATIONS

Trademark	Filing Date	USPTO Serial Number
Bazi	October 30, 2006	77976846