

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		SECURITY INTEREST	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CKE, LLC		04/08/2010	LIMITED LIABILITY COMPANY: CALIFORNIA
RECEIVING PARTY DATA			
Name:	AGILITY CAPITAL, LLC		
Street Address:	812 Anacapa Street, Suite A		
City:	Santa Barbara		
State/Country:	CALIFORNIA		
Postal Code:	93101		
Entity Type:	LIMITED LIABILITY COMPANY: CALIFORNIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3188208	RICERA	
Registration Number:	3216507	RICERA FOODS	
CORRESPONDENCE DATA			
Fax Number:	(858)550-6420		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	858-550-6403		
Email:	erin.obrien@cooley.com		
Correspondent Name:	Erin O'Brien		
Address Line 1:	c/o Cooley Godward Kronish, LLP		
Address Line 2:	4401 Eastgate Mall		
Address Line 4:	San Diego, CALIFORNIA 92121		
ATTORNEY DOCKET NUMBER:	305948-151 CRM / CKE		
NAME OF SUBMITTER:	Erin O'Brien		
Signature:	/Erin O'Brien/		

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Date:

04/12/2010

Total Attachments: 4

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** is entered into as of April 4, 2010 by and between **AGILITY CAPITAL, LLC** ("Lender") and **CKE, LLC**, a California limited liability company ("Grantor").

RECITALS

Lender has agreed to make certain advances of money and to extend certain financial accommodation (the "Loans") to **CREATIVE RESEARCH MANUFACTURING** and **CREATIVE RESEARCH MANAGEMENT** (collectively, "Borrowers") in the amounts and manner set forth in that certain Loan Agreement by and between Lender and Borrowers (as amended from time to time, the "Loan Agreement") dated of even date herewith. Capitalized terms used herein have the meaning assigned in the Loan Agreement. Grantor has entered or will enter into that certain Unconditional Guaranty dated as of even date in favor of Lender. Lender is willing to make the credit extensions to Borrowers, but only upon the condition, among others, that Grantor shall grant to Lender a security interest in all of Grantor's right title, and interest in, to and under all of the Collateral whether presently existing or hereafter acquired.

NOW, THEREFORE, Grantor agrees as follows:

AGREEMENT

To secure performance of Borrowers' obligations under the Loan Agreement, Grantor grants to Lender a security interest in all of Grantor's right, title and interest in Grantor's intellectual property (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits). This security interest is granted in conjunction with the security interest granted to Lender under the Loan Agreement. Each right, power and remedy of Lender provided for herein shall not preclude the simultaneous or later exercise by Lender of any or all other rights, powers or remedies.

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed as of the first date written above.

Address of Borrower:

2029 E. Harding Way
Stockton, CA 95205
Attn: Cheryl Mitchell

CKE, LLC

By:

Title:

[Signature]
Managing Member

Address of Lender:

812 Anacapa Street, Suite A
Santa Barbara, CA 93101

AGILITY CAPITAL, LLC

By:

Title:

[Signature]
Chief Marketing Officer

EXHIBIT A

Copyrights

Title

Registration Number

Registration Date

833277 v1/HN

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EXHIBIT B

Patents

Title	Serial/ Patent Number	Application/ Issue Date
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EXHIBIT C

Trademarks

<u>Description</u>	<u>Serial / Registration Number</u>	<u>Application /Registration Date</u>
RICERA	3,188,208	December 19, 2006
RICERA FOODS	3,216,507	March 6, 2007