

**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>
CREATIVE RESEARCH MANAGEMENT		04/08/2010	CORPORATION: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	AGILITY CAPITAL, LLC		
<b>Street Address:</b>	812 Anacapa Street, Suite A		
<b>City:</b>	Santa Barbara		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	93101		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	3459409	LYCOPECTIN	
Registration Number:	3091225	RICELIFE	
Registration Number:	3579422	WE 'MILK' THE GRAIN NOT THE COW	
Registration Number:	3559297	THERMOPECTIN	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(858)550-6420		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	858-550-6403		
<b>Email:</b>	erin.obrien@cooley.com		
<b>Correspondent Name:</b>	Erin O'Brien		
<b>Address Line 1:</b>	c/o Cooley Godward Kronish, LLP		
<b>Address Line 2:</b>	4401 Eastgate Mall		
<b>Address Line 4:</b>	San Diego, CALIFORNIA 92121		
<b>ATTORNEY DOCKET NUMBER:</b>	305948-151 CRM		

CH \$115.00 3459409

**900159449**

**TRADEMARK  
 REEL: 004184 FRAME: 0088**

NAME OF SUBMITTER:	Erin O'Brien
Signature:	/Erin O'Brien/
Date:	04/12/2010
<b>Total Attachments: 4</b> source=CRM Borrower signed IPSA#page1.tif source=CRM Borrower signed IPSA#page2.tif source=CRM Borrower signed IPSA#page3.tif source=CRM Borrower signed IPSA#page4.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of April 8, 2010 by and between AGILITY CAPITAL, LLC ("Lender") and CREATIVE RESEARCH MANAGEMENT, a California corporation ("Grantor").

RECITALS

Lender has agreed to make certain advances of money and to extend certain financial accommodation (the "Loans") to CREATIVE RESEARCH MANUFACTURING and Grantor (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. 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:

CREATIVE RESEARCH MANAGEMENT

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

By: Cheryl R. Mitchell  
Title: Manager/President

Address of Lender:

AGILITY CAPITAL, LLC

812 Anacapa Street, Suite A  
Santa Barbara, CA 93101

By: DAS  
Title: Chief Credit Officer

**EXHIBIT A**

**Copyrights**

<b>Title</b>	<b>Registration Number</b>	<b>Registration Date</b>
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**EXHIBIT B**

**Patents**

<b>Title</b>	<b>Serial/ Patent Number</b>	<b>Application/ Issue Date</b>
Whole-grain non-dairy mil production, products and use	11/182,145 (20070014892)	07/15/05

**EXHIBIT C**

**Trademarks**

<u>Description</u>	<u>Serial / Registration Number</u>	<u>Application /Registration Date</u>
LYCOPECTIN	3,459,409	07/01/08
RICELIFE	3,091,225	05/09/06
WE "MILK" THE GRAIN NOT THE COW	3,579,422	02/24/09
THERMOPECTIN	3,559,297	01/06/09