

**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
International Soap Box Derby, Inc.		04/07/2010	CORPORATION: OHIO

**RECEIVING PARTY DATA**

Name:	FirstMerit Bank, N.A.
Street Address:	106 South Main Street
Internal Address:	Commercial Banking #12300
City:	Akron
State/Country:	OHIO
Postal Code:	44308
Entity Type:	national banking association: UNITED STATES

**PROPERTY NUMBERS Total: 9**

Property Type	Number	Word Mark
Registration Number:	3186664	AASBD
Registration Number:	1061212	ALL AMERICAN SOAP BOX DERBY
Registration Number:	1057229	SOAP BOX DERBY
Registration Number:	2097635	SOAP BOX DERBY
Registration Number:	3733789	THE GREATEST AMATEUR RACING EVENT IN THE WORLD
Registration Number:	2039500	THRILL OF THE HILL
Registration Number:	1079538	ALL AMERICAN SOAP BOX DERBY
Registration Number:	3022972	ALL-AMERICAN SOAP BOX DERBY
Registration Number:	1084300	SOAP BOX DERBY

**CORRESPONDENCE DATA**

Fax Number: (216)515-1650  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 216-515-1647

**900160063**

**TRADEMARK  
 REEL: 004189 FRAME: 0001**

**OP \$240.00 3186664**

Email: tpillari@frantzward.com  
Correspondent Name: Timothy J. Pillari  
Address Line 1: 2500 Key Tower, 127 Public Square  
Address Line 4: Cleveland, OHIO 44114

ATTORNEY DOCKET NUMBER:	2718-005
NAME OF SUBMITTER:	Timothy J. Pillari
Signature:	/Timothy J. Pillari/
Date:	04/20/2010

**Total Attachments: 16**

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## SECURITY AGREEMENT

1. **GRANT OF SECURITY INTEREST.** For valuable consideration, the undersigned **INTERNATIONAL SOAP BOX DERBY, INC.**, an Ohio corporation ("Debtor"), hereby grants and transfers to **FIRSTMERIT BANK, N.A.** ("Bank") a security interest in all of the property of Debtor described as follows (collectively, the "Collateral"):

(a) all accounts, deposit accounts, contract rights, chattel paper, (whether electronic or tangible) instruments, promissory notes, documents, general intangibles, payment intangibles, software, letter of credit rights, health-care insurance receivables and other rights to payment of every kind now existing or at any time hereafter arising;

(b) all inventory, goods held for sale or lease or to be furnished under contracts for service, or goods so leased or furnished, raw materials, component parts, work in process and other materials used or consumed in Debtor's business, now or at any time hereafter owned or acquired by Debtor, wherever located, and all products thereof, whether in the possession of Debtor, any warehousemen, any bailee or any other person, or in process of delivery, and whether located at Debtor's places of business or elsewhere;

(c) all warehouse receipts, bills of sale, bills of lading and other documents of every kind (whether or not negotiable) in which Debtor now has or at any time hereafter acquires any interest, and all additions and accessions thereto, whether in the possession or custody of Debtor, any bailee or any other person for any purpose;

(d) all money and property heretofore, now or hereafter delivered to or deposited with Bank or otherwise coming into the possession, custody or control of Bank (or any agent or bailee of Bank) in any manner or for any purpose whatsoever during the existence of this Agreement and whether held in a general or special account or deposit for safekeeping or otherwise;

(e) all right, title and interest of Debtor under licenses, guaranties, warranties, management agreements, marketing or sales agreements, escrow contracts, indemnity agreements, insurance policies, service or maintenance agreements, supporting obligations and other similar contracts of every kind in which Debtor now has or at any time hereafter shall have an interest; and

(f) all goods, tools, machinery, furnishings, furniture and other equipment and fixtures of every kind now existing or hereafter acquired, and all improvements, replacements, accessions and additions thereto and embedded software included therein, whether located on any property owned or leased by Debtor or elsewhere, including without limitation, any of the foregoing now or at any time hereafter located at or installed on the land or in the improvements at any of the real property owned or leased by Debtor, and all such goods after they have been severed and removed from any of said real property;

together with whatever is receivable or received when any of the foregoing or the proceeds thereof are sold, leased, collected, exchanged or otherwise disposed of, whether such disposition

is voluntary or involuntary, including without limitation, all rights to payment, including returned premiums, with respect to any insurance relating to any of the foregoing, and all rights to payment with respect to any claim or cause of action affecting or relating to any of the foregoing (collectively, "Proceeds").

This Agreement is effective to create a valid and continuing lien and, upon filing of appropriate financing statements in the appropriate filing offices and this Agreement with the United States Copyright Office and the United States Patent and Trademark Office, fully perfected first priority security interests in favor of the Bank on Debtor's patents, trademarks and copyrights, including any trademarks relating to "Soap Box Derby" "International Soap Box Derby", all as specifically set forth on Exhibit A hereto, such perfected security interests are enforceable as such as against any and all creditors of and purchasers from Debtor; and all action necessary or desirable to protect and perfect the Bank's lien on Debtor's patents, trademarks or copyrights shall have been duly taken.

**2. OBLIGATIONS SECURED.** The obligations secured hereby are the payment and performance of: (a) all present and future Indebtedness of Debtor to Bank, including but not limited to a Term Note in the principal amount of \$43,164.82 and a promissory note in the principal amount of \$580,000.00; (b) all obligations of Debtor and rights of Bank under this Agreement; and (c) all present and future obligations of Debtor to Bank of other kinds. The word "Indebtedness" is used herein in its most comprehensive sense and includes any and all advances, debts, obligations and liabilities of Debtor, or any of them, heretofore, now or hereafter made, incurred or created, whether voluntary or involuntary and however arising, whether due or not due, absolute or contingent, liquidated or unliquidated, determined or undetermined, including under any swap, derivative, foreign exchange, hedge, deposit, treasury management or other similar transaction or arrangement, and whether Debtor may be liable individually or jointly with others, or whether recovery upon such Indebtedness may be or hereafter becomes unenforceable.

**3. TERMINATION.** This Agreement will terminate upon the performance of all obligations of Debtor to Bank, including without limitation, the payment of all Indebtedness of Debtor to Bank, and the termination of all commitments of Bank to extend credit to Debtor, existing at the time Bank receives written notice from Debtor of the termination of this Agreement.

**4. OBLIGATIONS OF BANK.** Bank has no obligation to make any loans hereunder. Any money received by Bank in respect of the Collateral may be deposited in the Bank's discretion, and the same shall, for all purposes, be deemed Collateral hereunder.

**5. REPRESENTATIONS AND WARRANTIES.** Debtor represents and warrants to Bank that:

(a) Debtor's legal name is exactly as set forth on the first page of this Agreement, and all of Debtor's organizational documents or agreements delivered to Bank are complete and accurate in every respect;

- (b) Debtor is the owner and has possession or control of the Collateral and Proceeds;
- (c) Debtor has the exclusive right to grant a security interest in the Collateral and Proceeds;
- (d) all Collateral and Proceeds are genuine, free from liens, adverse claims, setoffs, default, prepayment, defenses and conditions precedent of any kind or character, except the lien created hereby or as otherwise agreed to by Bank, or as heretofore disclosed by Debtor to Bank, in writing;
- (e) all statements contained herein and, where applicable, in the Collateral are true and complete in all material respects;
- (f) no financing statement covering any of the Collateral or Proceeds, and naming any secured party other than Bank, is on file in any public office;
- (g) where Collateral consists of rights to payment, all persons appearing to be obligated on the Collateral and Proceeds have authority and capacity to contract and are bound as they appear to be, all property subject to chattel paper has been properly registered and filed in compliance with law and to perfect the interest of Debtor in such property, and all such Collateral and Proceeds comply with all applicable laws concerning form, content and manner of preparation and execution, including where applicable Federal Reserve Regulation Z and any State consumer credit laws;
- (h) where the Collateral consists of equipment, Debtor is not in the business of selling goods of the kind included within such Collateral, and Debtor acknowledges that no sale or other disposition of any such Collateral, including without limitation, any such Collateral which Debtor may deem to be surplus, has been consented to or acquiesced in by Bank, except as specifically set forth in writing by Bank;
- (i) Debtor is an organization registered under the laws of Ohio;
- (j) Debtor warrants that the Collateral (except goods in transit) is located or domiciled at 788 Derby Downs, Akron, Ohio.

**6. COVENANTS OF DEBTOR.**

- (a) Debtor agrees in general:
  - (i) to pay Indebtedness secured hereby when due;
  - (ii) to indemnify Bank against all losses, claims, demands, liabilities and expenses of every kind caused by the Bank's security interest in and to the property subject hereto;

(iii) to permit Bank to exercise its powers consistent with and to the extent permitted by applicable law;

(iv) to execute and deliver such documents as Bank reasonably deems necessary to create, perfect and continue the security interests contemplated hereby;

(v) not to change its name, and as applicable, its chief executive office, its principal residence or the jurisdiction in which it is organized and/or registered without giving Bank prior written notice thereof;

(vi) not to change the places where Debtor keeps any Collateral or Debtor's records concerning the Collateral and Proceeds without giving Bank prior written notice of the address to which Debtor is moving same; and

(vii) to cooperate reasonably with Bank in perfecting all security interests granted herein and in obtaining such agreements from third parties as Bank deems necessary, proper or convenient in connection with the preservation, perfection or enforcement of any of its rights hereunder.

(b) Debtor agrees with regard to the Collateral and Proceeds, unless Bank agrees otherwise in writing:

(i) that Bank is authorized to file financing statements in the name of Debtor to perfect Bank's security interest in Collateral and Proceeds;

(ii) where applicable, to insure the Collateral with Bank named as loss payee, in form, substance and amounts, under agreements, against risks and liabilities, and with insurance companies reasonably satisfactory to Bank;

(iii) where applicable, to operate the Collateral in accordance with all applicable statutes, rules and regulations relating to the use and control thereof, and not to use any Collateral for any unlawful purpose or in any way that would void any insurance required to be carried in connection therewith;

(iv) not to remove the Collateral from Debtor's premises except in the ordinary course of Debtor's business;

(v) to pay when due all license fees, registration fees and other charges in connection with any Collateral;

(vi) not to permit any lien in excess of \$25,000 to exist for more than 90 days on the Collateral or Proceeds, including without limitation, liens arising from repairs to or storage of the Collateral, except in favor of Bank;

(vii) not to sell, hypothecate or dispose of, nor permit the transfer by operation of law of, any of the Collateral or Proceeds or any interest therein, except sales of inventory to buyers in the ordinary course of Debtor's business;

(viii) to permit Bank to inspect the Collateral at any reasonable time, on reasonable notice, except during the continuation of any Event of Default when no notice is required;

(ix) to keep, in accordance with generally accepted accounting principles, complete and accurate records regarding all Collateral and Proceeds, and to permit Bank to inspect the same and make copies thereof at any reasonable time;

(x) if requested by Bank after the occurrence of an Event of Default, to receive and use reasonable diligence to collect Collateral consisting of accounts and other rights to payment and Proceeds, in trust and as the property of Bank, and to immediately endorse as appropriate and deliver such Collateral and Proceeds to Bank daily in the exact form in which they are received together with a collection report in form satisfactory to Bank;

(xi) not to commingle Collateral or Proceeds, or collections thereunder, with other property;

(xii) to give only normal allowances and credits and to advise Bank thereof immediately in writing if they affect any rights to payment or Proceeds in any material respect;

(xiii) from time to time, when reasonably requested by Bank, to prepare and deliver a schedule of all Collateral and Proceeds subject to this Agreement and to assign in writing and deliver to Bank all accounts, contracts, leases and other chattel paper, instruments, documents and other evidences thereof;

(xiv) in the event Bank elects after the occurrence of an Event of Default to receive payments or rights to payment or Proceeds hereunder, to pay all expenses incurred by Bank in connection therewith, including expenses of accounting, correspondence, collection efforts, reporting to account or contract debtors, filing, recording, record keeping and expenses incidental thereto;

(xv) to provide any service and do any other acts which may be necessary to maintain, preserve and protect all Collateral and, as appropriate and applicable, to keep all Collateral in good and saleable condition, to deal with the Collateral in accordance with the standards and practices adhered to generally by users and manufacturers of like property, and to keep all Collateral and Proceeds free and clear of all defenses, rights of offset and counterclaims;

(xvi) to notify the Bank immediately if it knows or has reason to know that any application or registration relating to any patent, trademark or copyright (now or

hereafter existing) may become abandoned or dedicated, or of any adverse determination or development (including the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office, the United States Copyright Office or any court) regarding Debtor's ownership of any patent, trademark or copyright, its right to register the same, or to keep and maintain the same;

(xvii) In no event shall Debtor, either directly or through any agent, employee, licensee or designee, file an application for the registration of any patent, trademark or copyright with the United States Patent and Trademark Office, the United States Copyright Office or any similar office or agency without giving the Bank prior written notice thereof, and, upon request of the Bank, Debtor shall execute and deliver any and all security agreements as the Bank may request to evidence the Bank's first priority security interest on such patent, trademark or copyright, and the general intangibles of Debtor relating thereto or represented thereby;

(xviii) to take all actions necessary or requested by the Bank to maintain and pursue each application, to obtain the relevant registration and to maintain the registration of each of its patents, trademarks and copyrights (now or hereafter existing), including the filing of applications for renewal, affidavits of use, affidavits of noncontestability and opposition and interference and cancellation proceedings; and

(xix) unless it shall reasonably determine that such patent, trademark or copyright is in no way material to the conduct of its business or operations, promptly sue for infringement, misappropriation or dilution and to recover any and all damages for such infringement, misappropriation or dilution, and shall take such other actions as the Bank shall deem appropriate under the circumstances to protect such patent, trademark or copyright.

7. **POWERS OF BANK.** Upon the occurrence of an Event of Default, Debtor appoints Bank its true attorney in fact to perform any of the following powers, which are coupled with an interest, are irrevocable until termination of this Agreement and may be exercised from time to time by Bank's officers and employees, or any of them:

- (a) to perform any obligation of Debtor hereunder in Debtor's name or otherwise;
- (b) to give notice to account debtors or others of Bank's rights in the Collateral and Proceeds, to enforce or forebear from enforcing the same and make extension and modification agreements with respect thereto;
- (c) to release persons liable on Collateral or Proceeds and to give receipts and acquittances and compromise disputes in connection therewith;
- (d) to release or substitute security;



- (e) to resort to security in any order;
- (f) to prepare, execute, file, record or deliver notes, assignments, schedules, designation statements, financing statements, continuation statements, termination statements, statements of assignment, applications for registration or like papers to perfect, preserve or release Bank's interest in the Collateral and Proceeds;
- (g) to receive, open and read mail addressed to Debtor;
- (h) to take cash, instruments for the payment of money and other property to which Bank is entitled;
- (i) to verify facts concerning the Collateral and Proceeds by inquiry of obligors thereon, or otherwise, in its own name or a fictitious name;
- (j) to endorse, collect, deliver and receive payment under instruments for the payment of money constituting or relating to Proceeds;
- (k) to prepare, adjust, execute, deliver and receive payment under insurance claims, and to collect and receive payment of and endorse any instrument in payment of loss or returned premiums or any other insurance refund or return, and to apply such amounts received by Bank, at Bank's sole option, toward repayment of the Indebtedness or, where appropriate, replacement of the Collateral;
- (l) to exercise all rights, powers and remedies which Debtor would have, but for this Agreement, with respect to all Collateral and Proceeds subject hereto;
- (m) to enter onto Debtor's premises in inspecting the Collateral;
- (n) to make withdrawals from and to close deposit accounts or other accounts with any financial institution, wherever located, into which Proceeds may have been deposited, and to apply funds so withdrawn to payment of the Indebtedness;
- (o) to preserve or release the interest evidenced by chattel paper to which Bank is entitled hereunder and to endorse and deliver any evidence of title incidental thereto; and
- (p) to do all acts and things and execute all documents in the name of Debtor or otherwise, deemed by Bank as necessary, proper and convenient in connection with the preservation, perfection or enforcement of its rights hereunder.

**8. PAYMENT OF PREMIUMS, TAXES, CHARGES, LIENS AND ASSESSMENTS.** Debtor agrees to pay, prior to delinquency, all insurance premiums, taxes, charges, liens and assessments against the Collateral and Proceeds, and upon the failure of Debtor to do so, Bank at its option may pay any of them and shall be the sole judge of the legality or validity thereof and the amount necessary to discharge the same. Any such payments

made by Bank shall be obligations of Debtor to Bank, due and payable immediately upon demand, together with interest at a rate determined in accordance with the provisions of this Agreement, and shall be secured by the Collateral and Proceeds, subject to all terms and conditions of this Agreement.

**9. EVENTS OF DEFAULT.** The occurrence of any of the following shall constitute an "Event of Default" under this Agreement:

(a) any default in the payment or performance of any obligation, or any defined event of default, under (i) any note, contract or instrument evidencing any Indebtedness, or (ii) any other agreement between Debtor and Bank, including without limitation any loan agreement, relating to or executed in connection with any Indebtedness;

(b) any representation or warranty made by Debtor herein or in any other agreement delivered or executed by Debtor in favor of Bank or in any guaranty given to Bank shall prove to be incorrect, false or misleading in any material respect when made;

(c) Debtor shall fail to observe or perform any obligation or agreement contained herein and such failure shall continue for thirty days after notice to Debtor;

(d) any impairment of the rights of Bank in any Collateral or Proceeds, or any attachment or like levy on any material property of Debtor; and

(e) Bank, in good faith, believes any or all of the Collateral and/or Proceeds to be in danger of misuse, dissipation, commingling, loss, theft, damage or destruction, or otherwise in jeopardy or unsatisfactory in character or value.

**10. REMEDIES.** Upon the occurrence of any Event of Default, Bank shall have the right to declare immediately due and payable all or any Indebtedness secured hereby and to terminate any commitments to make loans or otherwise extend credit to Debtor. Bank shall have all other rights, powers, privileges and remedies granted to a secured party upon default under the Ohio Uniform Commercial Code or otherwise provided by law, including without limitation, the right (a) to contact all persons obligated to Debtor on any Collateral or Proceeds and to instruct such persons to deliver all Collateral and/or Proceeds directly to Bank, and (b) to sell, lease, license or otherwise dispose of any or all Collateral. All rights, powers, privileges and remedies of Bank shall be cumulative. No delay, failure or discontinuance of Bank in exercising any right, power, privilege or remedy hereunder shall affect or operate as a waiver of such right, power, privilege or remedy; nor shall any single or partial exercise of any such right, power, privilege or remedy preclude, waive or otherwise affect any other or further exercise thereof or the exercise of any other right, power, privilege or remedy. Any waiver, permit, consent or approval of any kind by Bank of any default hereunder, or any such waiver of any provisions or conditions hereof, must be in writing and shall be effective only to the extent set forth in writing. It is agreed that public or private sales or other dispositions, for cash or on credit, to a wholesaler or retailer or investor, or user of property of the types subject to this Agreement, or public auctions, are all commercially reasonable since differences in the prices generally realized in the different kinds of dispositions are ordinarily offset by the differences in the costs and credit risks

of such dispositions. While an Event of Default exists: (a) Debtor will deliver to Bank from time to time, as requested by Bank, current lists of all Collateral and Proceeds; (b) Debtor will not dispose of any Collateral or Proceeds except on terms approved by Bank; (c) at Bank's request, Debtor will assemble and deliver all Collateral and Proceeds, and books and records pertaining thereto, to Bank at a reasonably convenient place designated by Bank; and (d) Bank may, without notice to Debtor, enter onto Debtor's premises and take possession of the Collateral. With respect to any sale or other disposition by Bank of any Collateral subject to this Agreement, Debtor hereby expressly grants to Bank the right to sell such Collateral using any or all of Debtor's trademarks, trade names, trade name rights and/or proprietary labels or marks. Debtor further agrees that Bank shall have no obligation to process or prepare any Collateral for sale or other disposition.

**11. DISPOSITION OF COLLATERAL AND PROCEEDS; TRANSFER OF INDEBTEDNESS.** In disposing of Collateral hereunder, Bank may disclaim all warranties of title, possession, quiet enjoyment and the like. Any proceeds of any disposition of any Collateral or Proceeds, or any part thereof, may be applied by Bank to the payment of expenses incurred by Bank in connection with the foregoing, including reasonable attorneys' fees, and the balance of such proceeds may be applied by Bank toward the payment of the Indebtedness in such order of application as Bank may from time to time elect. Upon the transfer of all or any part of the Indebtedness, Bank may transfer all or any part of the Collateral or Proceeds and shall be fully discharged thereafter from all liability and responsibility with respect to any of the foregoing so transferred, and the transferee shall be vested with all rights and powers of Bank hereunder with respect to any of the foregoing so transferred; but with respect to any Collateral or Proceeds not so transferred, Bank shall retain all rights, powers, privileges and remedies herein given.

**12. STATUTE OF LIMITATIONS.** Until all Indebtedness shall have been paid in full and all commitments by Bank to extend credit to Debtor have been terminated, the power of sale or other disposition and all other rights, powers, privileges and remedies granted to Bank hereunder shall continue to exist and may be exercised by Bank at any time and from time to time irrespective of the fact that the Indebtedness or any part thereof may have become barred by any statute of limitations, or that the personal liability of Debtor may have ceased, unless such liability shall have ceased due to the payment in full of all Indebtedness secured hereunder.

**13. MISCELLANEOUS.** When there is more than one Debtor named herein: (a) the word "Debtor" shall mean all or any one or more of them as the context requires; (b) the obligations of each Debtor hereunder are joint and several; and (c) until all Indebtedness shall have been paid in full, no Debtor shall have any right of subrogation or contribution, and each Debtor hereby waives any benefit of or right to participate in any of the Collateral or Proceeds or any other security now or hereafter held by Bank. Debtor hereby waives any right to require Bank to (i) proceed against Debtor or any other person, (ii) marshal assets or proceed against or exhaust any security from Debtor or any other person, (iii) perform any obligation of Debtor with respect to any Collateral or Proceeds, and (iv) make any presentment or demand, or give any notice of nonpayment or nonperformance, protest, notice of protest or notice of dishonor hereunder or in connection with any Collateral or Proceeds. Debtor further waives any right to direct the application of payments or security for any Indebtedness of Debtor or indebtedness of customers of Debtor.

14. **NOTICES.** All notices, requests and demands required under this Agreement must be in writing, addressed to Bank or Debtor at the addresses specified in any other loan documents entered into between Debtor and Bank or to such other address as any party may designate by written notice to each other party, and shall be deemed to have been given or made as follows: (a) if personally delivered, upon delivery; (b) if sent by mail, upon the earlier of the date of receipt or three (3) days after deposit in the U.S. mail, first class and postage prepaid; and (c) if sent by telecopy, upon receipt.

15. **COSTS, EXPENSES AND ATTORNEYS' FEES.** Debtor shall pay to Bank immediately upon demand the full amount of all payments, advances, charges, costs and expenses, including reasonable attorneys' fees (to include outside counsel fees and all allocated costs of Bank's in-house counsel), expended or incurred by Bank in connection with (a) the perfection and preservation of the Collateral or Bank's interest therein, and (b) the realization, enforcement and exercise of any right, power, privilege or remedy conferred by this Agreement, whether incurred at the trial or appellate level, in an arbitration proceeding or otherwise, and including any of the foregoing incurred in connection with any bankruptcy proceeding (including without limitation, any adversary proceeding, contested matter or motion brought by Bank or any other person) relating to Debtor or in any way affecting any of the Collateral or Bank's ability to exercise any of its rights or remedies with respect thereto. All of the foregoing shall be paid by Debtor with interest from the date of demand until paid in full at a rate per annum equal to the greater of ten percent (10%) or Bank's Prime Rate in effect from time to time.

16. **SUCCESSORS; ASSIGNS; AMENDMENT.** This Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, legal representatives, successors and assigns of the parties, and may be amended or modified only in writing signed by Bank and Debtor.

17. **SEVERABILITY OF PROVISIONS.** If any provision of this Agreement shall be held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or any remaining provisions of this Agreement.

18. **GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio.

19. **PRIOR SECURITY AGREEMENTS.** The Bank and Debtor are parties to certain prior security agreements (the "Prior Agreements") in connection with the Indebtedness. This Agreement is not intended as a novation of the security interests granted in the Prior Agreements, but rather a modification of the rights, duties and obligations contained in the Prior Agreements after giving effect to this Agreement. Any existing financing statements filed by the Debtor for the benefit of the Bank remain in full force and effect.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, this Agreement has been duly executed as of April 7, 2010.

**INTERNATIONAL SOAP BOX DERBY,  
INC.**  
an Ohio corporation

By: [Signature]

Name: JIM HUNTSMAN

Title: CEO

STATE OF Ohio )  
COUNTY OF Summit ) SS

The foregoing instrument was acknowledged before me this 7<sup>th</sup> day of April, 2010, by Jim Huntsman, CEO of ISBD an Ohio not for profit corporation, and the same is his free act and deed and the free act and deed of said corporation.

[Signature]  
Notary Public

My commission expires:



MARC D. MERKLIN, Attorney at Law  
Notary Public - State of Ohio  
My Commission Has No Expiration  
Date. Sec. 147.03 ORC

Exhibit A

Intellectual Property

# TRADEMARKS FOR OWNER

## International Soap Box Derby

**MarkName**  
**CountryName**  
 AASBD  
 United States  
**ClientName**  
 International Soap Box Derby  
**AttorneyName**  
 Suzanne K. Kettler  
**AgentName**

**ApplicationNumber**  
 78797,991  
**RegistrationNumber**  
 3,186,664  
**ApplicationDate**  
 1/24/2006  
**RegistrationDate**  
 12/19/2006  
**PublicationDate**  
 10/3/2006  
**ExpirationDate**  
 12/19/2016

**DocketNumber**  
 041900.0024  
**REG** **NAT** **Registered**

**ClassNumber**  
 041  
**ClassType**  
 Goods  
 Developing educational manuals for others in the field of the construction of gravity racing cars; developing and supervising programs of construction of gravity racing cars and conducting amateur competitive racing events for the purpose of developing sportsmanship, character, craftsmanship, and ingenuity in youth

**ALL AMERICAN SOAP BOX DERBY**  
 Ohio  
**ClientName**  
 International Soap Box Derby  
**AttorneyName**  
 Suzanne K. Kettler  
**AgentName**

**ApplicationNumber**  
 1152997  
**RegistrationNumber**  
 4/21/2005  
**ApplicationDate**  
 11/20/2003  
**RegistrationDate**  
 4/21/2005  
**PublicationDate**  
 4/21/2010

**DocketNumber**  
 041900.0036.OH  
**N** **NAT** **Registered**

**ClassNumber**  
 041  
**ClassType**  
 Goods  
 Developing and supervising programs of construction of gravity racing cars and conducting amateur competitive racing events for the purpose of developing sportsmanship, character, craftsmanship, and ingenuity in youth

**ALL AMERICAN SOAP BOX DERBY**  
 United States  
**ClientName**  
 International Soap Box Derby  
**AttorneyName**  
 Suzanne K. Kettler  
**AgentName**

**ApplicationNumber**  
 73086,201  
**RegistrationNumber**  
 1,061,212  
**ApplicationDate**  
 4/26/1976  
**RegistrationDate**  
 3/15/1977  
**PublicationDate**  
 3/15/2017

**DocketNumber**  
 041900.0035  
**REG** **NAT** **Registered**

**ClassNumber**  
 012  
**ClassType**  
 Goods  
 package of merchandise comprising plans and parts for the construction of racing vehicles using gravity propulsion

# TRADEMARKS FOR OWNER

## International Soap Box Derby

**MarkName**  
**CountryName**  
 ALL AMERICAN SOAP BOX DERBY  
 United States  
**ClientName**  
**AttorneyName**  
**AgentName**

International Soap Box Derby  
 Suzanne K. Kettler

**ApplicationNumber** 73/085,052  
**RegistrationDate** 4/26/1976  
**RegistrationNumber** 1,079,538  
**RegistrationDate** 12/13/1977  
**PublicationDate** 12/13/2017  
**ExpirationDate** 12/13/2017  
**DocketNumber** 041900.0034  
**REG** **NAT** **01** **Registered**

**ClassNumber** 041  
**ClassType** International  
**Goods** organizing, promoting, and conducting amateur competitive racing events for the purpose of developing sportsmanship, character, craftsmanship and ingenuity in youth  
**DocketNumber** 78/330,903  
**REG** **NAT** **01** **Registered**  
**ClassNumber** 041  
**ClassType** International  
**Goods** organizing, promoting, and conducting amateur competitive racing events for the purpose of developing sportsmanship, character, craftsmanship and ingenuity in youth  
**DocketNumber** 11/20/2003  
**REG** **NAT** **01** **Registered**  
**ClassNumber** 041900.0036  
**REG** **NAT** **01** **Registered**  
**ClassNumber** 041900.0038  
**REG** **NAT** **01** **Registered**

ALL-AMERICAN SOAP BOX DERBY and design  
 United States  
**ClientName**  
**AttorneyName**  
**AgentName**

International Soap Box Derby  
 Suzanne K. Kettler

**ApplicationNumber** 73/085,128  
**RegistrationDate** 4/26/1976  
**RegistrationNumber** 1,084,300  
**RegistrationDate** 1/31/1978  
**PublicationDate** 1/31/2018  
**ExpirationDate** 1/31/2018  
**DocketNumber** 041900.0038  
**REG** **NAT** **01** **Registered**

**ClassNumber** 041  
**ClassType** International  
**Goods** developing and supervising programs of construction of gravity racing cars and conducting amateur competitive racing events for the purpose of developing sportsmanship, character, craftsmanship and ingenuity in youth  
**DocketNumber** 78/330,903  
**REG** **NAT** **01** **Registered**  
**ClassNumber** 041  
**ClassType** International  
**Goods** developing and supervising programs of construction of gravity racing cars and conducting amateur competitive racing events for the purpose of developing sportsmanship, character, craftsmanship and ingenuity in youth  
**DocketNumber** 11/20/2003  
**REG** **NAT** **01** **Registered**  
**ClassNumber** 041900.0036  
**REG** **NAT** **01** **Registered**  
**ClassNumber** 041900.0038  
**REG** **NAT** **01** **Registered**

Trademarks by Owner



# TRADEMARKS FOR OWNER

## International Soap Box Derby

**MarkName**  
**CountryName**  
 SOAP BOX DERBY and design  
 United States  
**ClientName**  
 International Soap Box Derby  
**AttorneyName**  
 Suzanne K. Ketter  
**AgentName**

**ApplicationNumber**  
 73/085,202  
**RegistrationDate**  
 1/25/1977  
**RegistrationNumber**  
 1,057,229  
**PublicationDate**  
 1/25/2017

**DocketNumber**  
 041900.0039  
**REG** **NAT**  
 Registered

**ClassNumber** 041  
**ClassType** International  
**Goods**  
 developing and supervising programs or construction of gravity racing cars and conducting amateur competitive racing events for the purpose of developing sportsmanship, character, craftsmanship and ingenuity in youth

SOAP BOX DERBY and design  
 United States  
**ClientName**  
 International Soap Box Derby  
**AttorneyName**  
 Suzanne K. Ketter  
**AgentName**

**DocketNumber**  
 041900.0040  
**REG** **NAT**  
 Registered

**ClassNumber** 041  
**ClassType** International  
**Goods**  
 developing and supervising programs or construction of gravity racing cars and conducting amateur competitive racing events for the purpose of developing sportsmanship, character, craftsmanship and ingenuity in youth

THE GREATEST AMATEUR RACING EVENT IN THE WORLD  
 United States  
**ClientName**  
 International Soap Box Derby  
**AttorneyName**  
 Suzanne K. Ketter  
**AgentName**

**DocketNumber**  
 041900.0055  
**REG** **NAT**  
 Registered

**ClassNumber** 041  
**ClassType** International  
**Goods**  
 developing and supervising educational programs in the nature of instruction for building gravity racing cars; entertainment in the nature of conducting gravity racing car events for the purpose of developing sportsmanship, character, craftsmanship, and ingenuity in youth

# TRADEMARKS FOR OWNER

## International Soap Box Derby

<i>MarkName</i>		<i>ApplicationNumber</i>	<i>RegistrationNumber</i>	<i>PublicationDate</i>
<i>CountryName</i>		<i>ApplicationDate</i>	<i>RegistrationDate</i>	<i>ExpirationDate</i>
THRILL OF THE HILL		74715,786	2,039,500	
United States		8/15/1996	2/18/1997	2/18/2017
<i>ClientName</i>	International Soap Box Derby	<i>DocketNumber</i>	REG	Registered
<i>AttorneyName</i>	Suzanne K. Ketter	041900.0045	NAT	
<i>AgentName</i>		<i>ClassNumber</i>	<i>ClassType</i>	<i>Goods</i>
		041	International	developing and supervising programs of construction of gravity racing cars and conducting amateur competitive racing events for the purpose of developing sportsmanship, character, craftsmanship and ingenuity in youth

*Criteria* ((StatusCode) not in ('D', 'I')) AND ([ClientName] in ('International Soap Box Derby'))

*Order by Owner then* MarkName

*Record Count* 10