

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
Blaster Food Technologies LP		05/04/2010	LIMITED PARTNERSHIP: ARIZONA

RECEIVING PARTY DATA

Name:	Aegis Texas Venture Fund II, LP
Street Address:	11000 Richmond, Suite 550
City:	Houston
State/Country:	TEXAS
Postal Code:	77042
Entity Type:	LIMITED PARTNERSHIP: TEXAS

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	3386413	BATTER BLASTER

CORRESPONDENCE DATA

Fax Number: (214)706-9196
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 214-533-5253
 Email: jr@rowlethill.com
 Correspondent Name: John R. Rowlett
 Address Line 1: 8117 Preston Road, Suite 300
 Address Line 4: Dallas, TEXAS 75205

NAME OF SUBMITTER:	John R. Rowlett, Attorney Receiving Part
Signature:	/John R. Rowlett/
Date:	05/12/2010

Total Attachments: 5

900162046

**TRADEMARK
 REEL: 004204 FRAME: 0849**

OP \$40.00 3386413

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), is made as of May 4, 2010 by BLASTER FOOD TECHNOLOGIES LP, an Arizona limited partnership ("Debtor"), in favor of AEGIS TEXAS VENTURE FUND II, LP (together with any successor(s) thereto in such capacity, the "Secured Party").

BACKGROUND.

Pursuant to the Loan and Security Agreement dated as of the date hereof (such agreement, together with all amendments and restatements, the "Loan Agreement"), between Batter Blaster, LLC ("Borrower") and Secured Party, Secured Party has extended commitments to make Loans to Borrower;

In connection with the Loan Agreement and this Agreement, Debtor has executed and delivered the Security Agreement dated as of the date hereof (such agreement, together with all amendments and restatements, the "Security Agreement");

As a condition precedent to the making of the Loans under the Loan Agreement, Debtor is required to execute and deliver this Agreement and to grant to Secured Party a continuing security interest in all of the Trademark Collateral (as defined below) to secure all Obligations;

It is in the best interests of Debtor to execute this Agreement inasmuch as Debtor will derive substantial direct and indirect benefits from the Loans made to Borrower pursuant to the Loan Agreement; and

Debtor has duly authorized the execution, delivery and performance of this Agreement.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce Secured Party to make Loans pursuant to the Loan Agreement, Debtor agrees, for the benefit of Secured Party, as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided (or incorporated by reference) in the Security Agreement.

"Trademark License" means any agreement, now or hereafter in effect, granting to any third party any right to use any Trademark now or hereafter owned by Debtor or which Debtor otherwise has the right to license, or granting to Debtor any right to use any Trademark now or hereafter owned by any third party, and all rights of Debtor under any such agreement.

"Trademarks" means (a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, all registrations and

recordings thereof, and all registration and recording applications filed with any governmental authority in connection therewith, and all extensions or renewals thereof, (b) all goodwill associated therewith or symbolized thereby, (c) all other assets, rights and interests that uniquely reflect or embody such goodwill, and (d) all rights to use and/or sell any of the foregoing.

2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure all of the Obligations, Debtor does hereby mortgage, pledge and hypothecate to Secured Party, and grant to Secured Party a security interest in, for its benefit and the benefit of each Secured Creditor, all of the following property (the "Trademark Collateral"), whether now owned or hereafter acquired by it:

(a) all Trademarks, including all Trademarks referred to in Item A of Attachment 1 attached hereto;

(b) all applications for Trademarks, including each Trademark application referred to in Item B of Attachment 1 attached hereto; and

(c) all Trademark Licenses, including all Trademark Licenses referred to in Item A of Attachment 1 attached hereto; and

(d) all proceeds and products of the foregoing, including, without limitation, insurance payable by reason of loss or damage to the foregoing.

3. Security Agreement. This Agreement has been executed and delivered by Debtor for the purpose of registering the security interest of Secured Party in the Trademark Collateral with the United States Patent and Trademark Office and corresponding offices in the United States and any state thereof. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to Secured Party for its benefit under the Security Agreement. The Security Agreement (and all rights and remedies of Secured Party) shall remain in full force and effect in accordance with its terms.

4. Acknowledgment. Debtor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

5. Loan Document, etc. This Agreement is a Loan Document executed pursuant to the Loan Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Loan Agreement.

6. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

(signatures on next page)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

DEBTOR:

BLASTER FOOD TECHNOLOGIES LP

By: Blaster Management Company, LLC, General Partner

By: 
Name: JAMES W. McDONALD
Title: MANAGING MEMBER

SECURED PARTY:

AEGIS TEXAS VENTURE FUND II, LP

By: Aegis Texas Venture Fund II, GP, LLC,
its General Partner

By: _____
Name:
Title:

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

DEBTOR:

BLASTER FOOD TECHNOLOGIES LP

By: Blaster Management Company, LLC, General
Partner

By: _____

Name:

Title:

SECURED PARTY:

AEGIS TEXAS VENTURE FUND II, LP

By: Aegis Texas Venture Fund II, GP, LLC,
its General Partner

By: _____

Name:

Title:

[Handwritten Signature]
Kevin Drayton
Member

**ATTACHMENT 1
BLASTER FOOD TECHNOLOGIES**

FILE NO. - BATER	APPLICATION DATA	REGISTRATION DATA	MARK	STATUS
TRADEMARK MATTERS				
2000AU0 SRM/CYC (Australia)	1263954 9/24/2008	1263954 9/24/2008	BATTER BLASTER	TM renewal due 9/24/2018
2000CA0 SRM/CYC (Canada)	1412265 9/25/2008	TMA762,019 3/19/2010	BATTER BLASTER	TM renewal due 3/19/2025
2000CH0 SRM/CYC (Switzerland)	61910/2008 3/17/2009	584662 3/25/2009	BATTER BLASTER & Logo [mark amended to include Logo design on 3/17/2009]	TM renewal due 3/17/2019
2000CN0 SRM/CYC (China)	6986297 10/6/2008		BATTER BLASTER (Class 21)	Published 3/13/2010 for 3-mo opposition period ending 6/13/2010
2000CN1 SRM/CYC (China)	6986298 10/6/2008		BATTER BLASTER (Class 30)	Published 3/20/2010 for 3-mo opposition period ending 6/20/2010
2000CT0 SRM/CYC (Community Trademark Office)	007251499 9/24/2008	7251499 9/15/2009	BATTER BLASTER	TM renewal due 9/24/2018
2000IN0 SRM/CYC (India)	1737337 9/25/2008		BATTER BLASTER	Cleared publication - awaiting registration
2000JP0 SRM/CYC (Japan)	2008-79169 9/29/2008	5230424 5/15/2009	BATTER BLASTER	TM renewal due 5/15/2019
2000KR0 SRM/CYC (South Korea)	40-2008-0046625 9/26/2008	40-0811213 1/11/2010	BATTER BLASTER	TM renewal due 1/11/2020
2000MX0 SRM/CYC (Mexico)	963506 9/25/2008	1078489 1/13/2009	BATTER BLASTER (Class 21)	TM renewal due 9/25/2018
2000MX1 SRM/CYC (Mexico)	963508 9/25/2008	1078122 1/9/2009	BATTER BLASTER (Class 30)	TM renewal due 9/25/2018
2000NZ0 SRM/CYC (New Zealand)	796590 9/24/2008	796590 9/24/2008	BATTER BLASTER	TM renewal due 9/24/2018
2000PA0 SRM/CYC (Panama)	175440-01 9/29/2008	175440-01 9/29/2008	BATTER BLASTER (Class 21)	TM renewal due 9/29/2018
2000PA1 SRM/CYC (Panama)	175441-01 9/29/2008	175441-01 9/29/2008	BATTER BLASTER (Class 30)	TM renewal due 9/29/2018
2000TW0 SRM/CYC (Taiwan)	097045039 9/25/2008	1377164 9/1/2009	BATTER BLASTER	TM renewal due 9/31/2019
2000US0 SRM/CYC (United States)	78/706,478 9/2/2005	3,388,413 2/19/2008	BATTER BLASTER (Class 30)	Section 8 & 15 Affidavit due 2/19/2014