

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Guckenheimer Enterprises, Inc.		08/20/2010	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

Name:	The Prudential Insurance Company of America
Street Address:	Four Embarcadero Center, Suite 2700
Internal Address:	c/o Prudential Capital Group
City:	San Francisco
State/Country:	CALIFORNIA
Postal Code:	94111-4180
Entity Type:	CORPORATION: NEW JERSEY

**PROPERTY NUMBERS Total: 9**

Property Type	Number	Word Mark
Registration Number:	1698166	GUCKENHEIMER
Registration Number:	2187199	BLUE HIGHWAYS
Registration Number:	2362392	GUCKENHEIMER
Registration Number:	2375511	WE DO A COMMON THING UNCOMMONLY WELL
Registration Number:	2379729	WHATEVER IT TAKES
Registration Number:	2438182	GUCKENHEIMER G
Registration Number:	2545765	G
Registration Number:	3010690	G
Registration Number:	3338852	HEALTH, NUTRITION AND THE ENVIRONMENT

**CORRESPONDENCE DATA**

Fax Number: (866)826-5420  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 301-638-0511

OP \$240.00 1698166

Email: ipresearchplus@comcast.net  
Correspondent Name: IP Research Plus, Inc.  
Address Line 1: 21 Tadcaster Circle  
Address Line 2: attn: Penelope J.A. Agodoa  
Address Line 4: Waldorf, MARYLAND 20602

ATTORNEY DOCKET NUMBER:	36063
NAME OF SUBMITTER:	Penelope J.A. Agodoa
Signature:	/pja/
Date:	08/25/2010
Total Attachments: 3 source=36063#page1.tif source=36063#page2.tif source=36063#page3.tif	

### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies):**

Guckenheimer Enterprises, Inc.

- Individual(s)                       Association  
 General Partnership               Limited Partnership  
 Corporation- State: Delaware  
 Other \_\_\_\_\_

Citizenship (see guidelines) \_\_\_\_\_

Additional names of conveying parties attached?  Yes  No

**3. Nature of conveyance /Execution Date(s) :**

Execution Date(s) August 20, 2010

- Assignment                               Merger  
 Security Agreement                       Change of Name  
 Other \_\_\_\_\_

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes  No

Name: The Prudential Insurance Company of America

Internal \_\_\_\_\_

Address: c/o Prudential Capital Group

Street Address: Four Embarcadero Center, Suite 2700

City: San Francisco

State: CA

Country: USA                              Zip: 94111-4180

- Association    Citizenship \_\_\_\_\_  
 General Partnership    Citizenship \_\_\_\_\_  
 Limited Partnership    Citizenship \_\_\_\_\_  
 Corporation    Citizenship New Jersey  
 Other \_\_\_\_\_    Citizenship \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s)

SEE ATTACHED

B. Trademark Registration No.(s)

SEE ATTACHED

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

**5. Name & address of party to whom correspondence concerning document should be mailed:**

Name: IPResearch Plus, Inc. attn: Penelope J.A. Agodoa

Internal Address: \_\_\_\_\_

Street Address: 21 Tadcaster Circle

City: Waldorf

State: MD                              Zip: 20602

Phone Number: 301-638-0511

Fax Number: 866-826-5420

Email Address: ipresearchplus@comcast.net

**6. Total number of applications and registrations involved:**

9

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$** \_\_\_\_\_

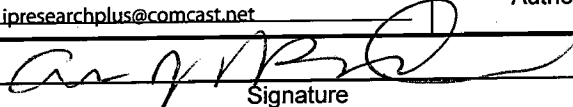
- Authorized to be charged to deposit account  
 Enclosed

**8. Payment Information:**

Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

**9. Signature:**



Signature

August 24, 2010

Date

Aaron J. Borden

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

3

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450.

NOTICE OF GRANT OF SECURITY INTEREST  
IN INTELLECTUAL PROPERTY

Mail Stop Assignment Recordation Services  
Director of the USPTO  
P.O. Box 1450  
Alexandria, VA 22313-1450

Ladies and Gentlemen:

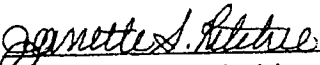
Please be advised that pursuant to (a) a Fourth Amended and Restated Securities Purchase and Revolving Credit Agreement, dated as of August 3, 2007 (as amended, supplemented or otherwise modified from time to time, the "Note Agreement"), by and between Guckenheimer Enterprises, Inc., a Delaware corporation (the "Company"), on the one hand, and the "Purchasers" named therein, on the other hand, and (b) the related Security Agreement, dated as of August 20, 2010 (as amended, supplemented or otherwise modified from time to time, the "Security Agreement"), made by the Company, the undersigned "Grantor" and each of the other affiliates and subsidiaries of the Company identified as "Grantors" therein in favor of The Prudential Insurance Company of America, in its capacity as collateral agent on behalf of itself and the "Secured Parties" identified therein (together with its successors and assigns in such capacity, the "Collateral Agent"), the undersigned Grantor has granted a continuing security interest in and continuing lien upon the trademarks, trademark applications, patents, patent applications, copyrights and copyright applications, each of which is described on *Schedule I* attached hereto, in favor of the Collateral Agent.

The undersigned Grantor hereby acknowledge and agree that the security interest in the foregoing intellectual property (i) may only be terminated in accordance with the terms of the Note Agreement and the Security Agreement and (ii) is not to be construed as an assignment of any intellectual property.

Very truly yours,

GRANTOR:

GUCKENHEIMER ENTERPRISES,  
INC., a Delaware corporation

By:   
Name: Jeanette S. Ritchie  
Title: Co-Founder and CEO

A/73463605.1

**SCHEDULE I**

**GUCKENHEIMER ENTERPRISES, INC.**

**I. Trademarks:**

<b>Mark</b>	<b>Application/ Registration No.</b>	<b>Application/ Registration Date</b>
GUCKENHEIMER	1698166	June 30, 1992
BLUE HIGHWAYS	2187199	September 8, 1998
GUCKENHEIMER	2362392	June 27, 2000
WE DO A COMMON THING UNCOMMONLY WELL	2375511	August 8, 2000
WHATEVER IT TAKES	2379729	August 22, 2000
GUCKENHEIMER G	2438182	March 27, 2001
G	2545765	March 12, 2002
G	3010690	November 1, 2005
HEALTH, NUTRITION AND THE ENVIRONMENT	3338852	November 20, 2007

**II. Patents:**

<b>Patent</b>	<b>Application/ Registration No.</b>	<b>Application/ Registration Date</b>
None.		

**III. Copyrights:**

<b>Copyright</b>	<b>Application/ Registration No.</b>	<b>Application/ Registration Date</b>
[Guckenheimer mission statement]	TX0005578065	May 31, 2002