

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
Courage Brands, Inc.		03/22/2010	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	PNC BANK, NATIONAL ASSOCIATION, AS AGENT
Street Address:	2 NORTH LAKE AVENUE
Internal Address:	SUITE 440
City:	PASADENA
State/Country:	CALIFORNIA
Postal Code:	91101
Entity Type:	CORPORATION: CALIFORNIA

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Serial Number:	77492185	KOOKY KLICKERS
Serial Number:	78503613	KOOKY KLICKERS
Serial Number:	76446636	PLAY PENS
Serial Number:	78812643	KOOKY
Serial Number:	78812652	KOOKY
Serial Number:	78812660	THE KOOKY'S
Serial Number:	78684143	KOOKY
Serial Number:	77492106	THE KOOKYS
Serial Number:	77504150	THE KOOKYS
Serial Number:	78564143	THE KOOKYS

CORRESPONDENCE DATA

Fax Number: (800)494-7512
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

900170803

**TRADEMARK
 REEL: 004271 FRAME: 0423**

OP \$265.00 77492185

Phone: 800-494-5225
Email: agency@nationalcorp.com
Correspondent Name: Elspeth Callahan
Address Line 1: 1100 G. St NW
Address Line 2: Ste 420
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	L055338
NAME OF SUBMITTER:	Catherine C. Fisk
Signature:	/Catherine C. Fisk/
Date:	09/01/2010

Total Attachments: 12
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**INTELLECTUAL PROPERTY SUPPLEMENT TO REVOLVING
CREDIT, TERM LOAN AND SECURITY AGREEMENT**

This **INTELLECTUAL PROPERTY SUPPLEMENT TO REVOLVING CREDIT, TERM LOAN AND SECURITY AGREEMENT** ("Supplement"), dated as of March 22, 2010, is made by **COURAGE BRANDS, INC.** (formerly named **COURAGE INTERNATIONAL, INC.**), a corporation organized under the laws of the State of Delaware (the "Grantor"), with an address at 6049 Slauson, City of Commerce, CA 90040, in favor of **PNC BANK, NATIONAL ASSOCIATION** ("PNC"), with an address at Two North Lake Avenue, Suite 440, Pasadena, California 91101, as agent ("Agent") for itself and the other Lenders (PNC, the other Lenders and Agent shall be referred to collectively and individually, as "Lender") under the Revolving Credit, Term Loan and Security Agreement (as amended, restated, supplemented, or otherwise modified from time to time, the "Loan Agreement") among Lender and Grantor and the other "Borrowers" identified therein.

RECITALS

A. Concurrently herewith, Grantor, the other Borrowers, Agent and Lender are entering into the Loan Agreement and other instruments, documents and agreements contemplated thereby or related thereto (collectively, together with the Loan Agreement, the "Loan Documents"). Pursuant to the Loan Documents, Grantor has granted to Agent a security interest in, among other things, all of Grantor's present and future general intangibles, including, without limitation, trademarks, patents, copyrights and other "Collateral" (as defined in the Loan Agreement); and

B. Grantor and Agent desire to supplement the Loan Agreement to make specific reference to the trademarks, patents, copyrights and other intellectual property set forth below. The Loan Agreement shall continue in full force and effect with respect to the Collateral described therein. By entering into this Supplement, the parties do not intend to imply that the trademarks, patents, copyrights and other intellectual property set forth below are not covered and perfected by any other Loan Documents, including, without limitation, the Loan Agreement.

NOW, THEREFORE, Grantor hereby grants, represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. Grantor hereby grants to Agent (for the benefit of Agent and Lender) a security interest in all of Grantor's right, title and interest in the Collateral, including, without limitation, the following, whether now existing or hereafter arising, to secure the payment and performance of all "Obligations" (as defined in the Loan Agreement):

(a) All United States registered copyrights and copyright registrations, including, without limitation, the registered copyrights, maskworks, software, computer programs and other works of authorship subject to United States copyright protection listed in Exhibit A to this Agreement (and including all of the exclusive rights afforded a copyright registrant in the United States under 17 U.S.C. §106 and any exclusive rights which may in the future arise by act of Congress or otherwise) and all applications for copyright registrations

(including applications for copyright registrations of derivative works and compilations) (collectively, the "Registered Copyrights"), and any and all royalties, payments, and other amounts payable to Grantor in connection with the Registered Copyrights, together with all renewals and extensions of the Registered Copyrights, the right to recover for all past, present, and future infringements of the Registered Copyrights, and all computer programs, computer databases, computer program flow diagrams, source codes, object codes and all tangible property embodying or incorporating the Registered Copyrights, and all other rights of every kind whatsoever accruing thereunder or pertaining thereto.

(b) All copyrights, maskworks, software, computer programs and other works of authorship subject to (or capable of becoming subject to) United States copyright protection which are not registered in the United States Copyright Office (the "Unregistered Copyrights"), whether now owned or hereafter acquired, and any and all royalties, payments, and other amounts payable to Grantor in connection with the Unregistered Copyrights, together with all renewals and extensions of the Unregistered Copyrights, the right to recover for all past, present, and future infringements of the Unregistered Copyrights, and all computer programs, computer databases, computer program flow diagrams, source codes, object codes and all tangible property embodying or incorporating the Unregistered Copyrights, and all other rights of every kind whatsoever accruing thereunder or pertaining thereto. The Registered Copyrights and the Unregistered Copyrights collectively are referred to herein as the "Copyrights."

(c) All right, title and interest in and to any and all license agreements with respect to the Copyrights.

(d) All accounts, accounts receivable, royalties, and other rights to payment arising from, in connection with or relating to the Copyrights.

(e) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");

(f) All trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks");

(g) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the rights identified above;

(h) All licenses or other rights to use any of the Copyrights, Patents or Trademarks, and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks or Patents; and

(j) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing, and all license royalties and proceeds of infringement suits, and all rights corresponding to the foregoing throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part of the foregoing.

2. Loan Agreement. This security interest is granted in conjunction with the security interests granted to Agent under the Loan Agreement. The rights and remedies of Agent with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Agent as a matter of law or equity. Each right, power and remedy of Agent provided for herein or in the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Agent of any one or more of the rights, powers or remedies provided for in this Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Agent, of any or all other rights, powers or remedies.

3. Covenants and Warranties. Grantor represents, warrants, covenants and agrees as follows:

(a) Subject to Section 3(f) below, Grantor has no Registered Copyrights except those listed in Exhibit A hereto.

(b) Grantor has no Patents except those listed in Exhibit B hereto.

(c) Grantor has no Trademarks which are registered with the United States Patent and Trademark Office, or for which application for such registration has been made and not been abandoned, except those listed on Exhibit C hereto.

(d) Grantor shall undertake all reasonable measures to cause its employees, agents and independent contractors to assign to Grantor all rights of authorship to any copyrighted material in which Grantor has or may subsequently acquire any right or interest.

(e) Grantor shall promptly advise Agent of any Trademark, Patent or Copyright not specified in this Agreement, which is hereafter acquired by Grantor and advise Agent whether any other party has any interest in such Trademark, Patent or Copyright.

(f) Grantor does not, and will not, own or acquire any maskworks, software, computer programs, or other works of authorship, that are registered with the United States Copyright Office (or subject of any application for such registration), except if and to the extent Grantor has: (i) provided Agent with at least 30 days prior written notice thereof (or such fewer number of days, if any, that Agent in its good faith business judgment may permit in writing with respect to any specific proposed registration/application), (ii) provided Agent with a copy of the specific proposed registration/application, and (iii) has executed and delivered to Agent such security agreement(s) and other documentation (in form and substance reasonably satisfactory to Agent) which Agent in its good faith business judgment may require for filing with the United States Copyright Office with respect to such registration or application.

4. Authority to Amend Exhibits. Grantor authorizes Agent and appoints Agent as its attorney to amend or supplement the Exhibits hereto, from time to time at Agent's option, to add Patents, Trademarks, Copyrights, and other intellectual property of Grantor which are not reflected in said Exhibits. All said acts of said attorney are hereby ratified and approved, and said attorney shall not be liable for any acts of omission or commission nor for any error of judgment or mistake of fact or law, unless done maliciously or with gross (not mere) negligence (as determined by a court of competent jurisdiction in a final non-appealable judgment); this power being coupled with an interest is irrevocable while any of the Obligations remain unpaid.

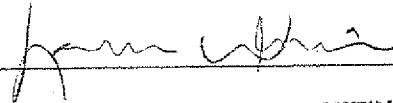
5. General. All terms and conditions of the Loan Agreement shall continue in full force and effect, and Grantor represents and warrants to Agent that all representations and warranties set forth in the Loan Agreement, as supplemented hereby, are true and correct as of the date hereof. This Supplement is an integral part of the Loan Agreement and the provisions of the Loan Agreement are incorporated herein by reference.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, this Supplement has been executed as of the date first written above.

PNC BANK, NATIONAL ASSOCIATION,
AS AGENT

COURAGE BRANDS, INC. (formerly
named COURAGE INTERNATIONAL,
INC.)

By 

By _____

Name LAWRENCE WEINSTEIN
VICE PRESIDENT

Name _____

Title _____

Title _____

CBI Intellectual Property Supplement Signature Page

IN WITNESS WHEREOF, this Supplement has been executed as of the date first written above.

PNC BANK, NATIONAL ASSOCIATION,
AS AGENT

COURAGE BRANDS, INC. (formerly
named COURAGE INTERNATIONAL,
INC.)

By _____

By Warren C Bartholomew

Name _____

Name Warren C Bartholomew

Title _____

Title CFO

EXHIBIT A

REGISTERED COPYRIGHTS

(including copyrights that are the subject of an application for registration)

<u>Title/Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
KREW 2	VA 1-631-170	10/29/2007
KREW 3	VA 1-631-169	10/29/2007
KREW 4	VA 1-631-168	10/29/2007
KREW 5	VA 1-631-173	10/29/2007
KREW 7	VA 1-631-166	10/29/2007
KREW 8	VA 1-631-174	10/29/2007
KREW 9	VA 1-631-152	10/29/2007
KREW 10	VA 1-631-153	10/29/2007
KREW 12	VA 1-631-164	10/29/2007
KREW 13	VA 1-637-113	10/29/2007
KREW 14		
SPYRO KOOKY PEN	VA 1-420-182	7/9/2007
KLEO KOOKY PEN	VA 1-420-748	7/9/2007
ROSEBUD KOOKY PEN	VA 1-420-750	7/9/2007
BASIL KOOKY PEN	VA 1-367-733	7/9/2007
DRUX KOOKY PEN	VA 1-420-747	7/9/2007
LOOPEE KOOKY PEN	VA 1-420-749	7/9/2007
KREW 15		
BATWIN KOOKY PEN	VA 1-428-174	8/8/2007
IZZI KOOKY PEN	VA 1-428-175	8/8/2007
KREW 16	VA 1-628-869	9/17/2007
KREW 17	VAu 958-473	9/17/2007
KREW 18	VAu 959-935	10/29/2007
KREW 19	VAu 959-924	10/29/2007
KREW 20	VAu 959-937	10/29/2007
KREW ALLSTAR 3 – KREW 21	VAu 959-938	10/29/2007
KREW 22 – KREW MATES	VAu 958-471	9/17/2007
KREW ALLSTARS 2	VA 1-628-867	9/17/2007
KREW SURVIVOR	VA 1-628-862	9/17/2007
KLIQUES KOLLECTION 1 – TEARY TARA, ROCKSTAR ROXY, PARTY PARIS, BRATTY BRENDA, RUTHLESS RITA, HOLLY WOOD.	VAu 992-135	06/29/2009
KRAZEES KOLLECTION 1 et al.	VAu 992-173	06/29/2009
KRAZEES COLLECTION 1 – BONE STRIPE BILLY, DEAD MEAT PETE, FISH FACE FRANK, GRID EYE RON, GOOBER GABE, TUMBLIN TUMBLEWEED.	VAu 992-136	06/29/2009

EXHIBIT B

PATENTS

Patents Issued:

<u>Country</u>	<u>Patent No./ Application No.</u>	<u>Filing Date</u>	<u>Issue Date</u>	<u>Description</u>
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None



Patent Applications:



<u>Country</u>	<u>Patent No./Application No.</u>	<u>Filing Date</u>	<u>Issue Date</u>	<u>Description</u>
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None

EXHIBIT C
TRADEMARKS

<u>COUNTRY/ OWNER</u>	<u>MARK</u>	<u>STATUS APP. NO. APP. DATE</u>	<u>REG. NO. REG. DATE</u>
Australia (via Madrid) Courage International, Inc. (nka Courage Brands, Inc.)	KOOKY KLICKERS	Final Grant of Protection Issued 08/27/2009	International Reg. No. 993303 06/27/2008
Australia (via Madrid) Courage International, Inc.	THE KOOKYS	Final Grant of Protection Issued 05/15/2009	International Reg. No. 984095 06/27/2008
Australia (via Madrid) Courage International, Inc. (nka Courage Brands, Inc.)	THE KOOKYS (stylized) 	Final Grant of Protection Issued May 4, 2009.	International Reg. No. 984094 06/26/2008
Brazil Courage International, Inc. (nka Courage Brands, Inc.)	KOOKY KLICKERS	PUBLISHED 12/05/2008	830147128
Brazil Courage International, Inc. (nka Courage Brands, Inc.)	KOOKY KLICKERS (Stylized) 	PUBLISHED 12/08/2008	830224378
Canada Courage International, Inc. (nka Courage Brands, Inc.)	THE KOOKYS	PENDING 1401423 06/30/2008	

China (via Madrid) Courage International, Inc. (nka Courage Brands, Inc.)	KOOKY KLICKERS	Grant of Protection Pending	993303 06/27/2008
China (via Madrid) Courage International, Inc. (nka Courage Brands, Inc.)	THE KOOKYS	Grant of Protection Pending	International Reg. No. 984 095 06/27/2008
China (via Madrid) Courage International, Inc. (nka Courage Brands, Inc.)	THE KOOKYS (stylized) 	Grant of Protection Pending	International Reg. No. 984 094 06/26/2008
CTM Courage International, Inc. (nka Courage Brands, Inc.)	KOOKY KLICKERS	REGISTERED 6969331 06/06/2008	006 969 331 04/09/2009
CTM Courage International, Inc. (nka Courage Brands, Inc.)	KOOKYS	REGISTERED 6969448 06/06/2008	006 969 448 04/07/2009
CTM (via Madrid) Courage International, Inc. (nka Courage Brands, Inc.)	THE KOOKYS (stylized) 	Initial Grant of Protection Issued.	International Reg. No. 984 094 06/26/2008
Hong Kong Courage International, Inc. (nka Courage Brands, Inc.)	THE KOOKYS	REGISTERED 301149822 06/28/2008	301149822 06/28/2008

Madrid (designating Australia, China and Japan) Courage International, Inc. (nka Courage Brands, Inc.)	KOOKY KLICKERS	REGISTERED A0012940 06/27/08	993303 06/27/2008
Madrid (designating Australia, China and Japan) Courage International, Inc. (nka Courage Brands, Inc.)	THE KOOKYS	REGISTERED 06/27/2008	International Reg. No. 984095 06/27/2008
Madrid (designating Australia, China, CTM and Japan) Courage International, Inc. (nka Courage Brands, Inc.)	THE KOOKYS (stylized) 	REGISTERED 06/26/2008	International Reg. No. 984094 06/26/2008
United States Courage International, Inc. (nka Courage Brands, Inc.)	KOOKY KLICKERS	PUBLISHED 77/492,185 06/05/2008	
United States Courage International, Inc. (nka Courage Brands, Inc.)	KOOKY KLICKERS (Stylized) 	REGISTERED 78/503,613 10/21/2004	3,040,877 01/10/2006
United States Courage International, Inc. (nka Courage Brands, Inc.)	PLAY PENS	REGISTERED 76/446,636 09/03/2002	2,740,090 07/22/2003
United States Courage International, Inc. (nka Courage Brands, Inc.)	KOOKY	REGISTERED 78/812,643 02/10/2006	3,506,530 09/23/2008

United States Courage International, Inc. (nka Courage Brands, Inc.)	KOOKY	REGISTERED 78/812,652 02/10/2006	3,506,531 09/23/2008
United States Courage International, Inc. (nka Courage Brands, Inc.)	THE KOOKY'S	REGISTERED 78/812,660 02/10/2006	3,321,172 10/23/2007
United States Courage International, Inc. (nka Courage Brands, Inc.)	KOOKY	REGISTERED 78/684,143 08/02/2005	3,589,027 03/10/2009
United States Courage International, Inc. (nka Courage Brands, Inc.)	THE KOOKYS	PUBLISHED 77/492,106 06/05/2008	
United States Courage International, Inc. (nka Courage Brands, Inc.)	THE KOOKYS (stylized) 	PUBLISHED 77/504,150 06/20/2008	
United States Courage International, Inc. (nka Courage Brands, Inc.)	THE KOOKYS 	REGISTERED 78/564,143 02/09/2005	3,280,516 08/14/2007

PNC/UltraPro/IP Sec Supp/CBI IP Sec Agr-4