

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
Innovation Ventures, LLC		09/24/2010	LIMITED LIABILITY COMPANY: MICHIGAN

RECEIVING PARTY DATA

Name:	Fifth Third Bank, as Agent
Street Address:	38 Fountain Square Plaza
City:	Cincinnati
State/Country:	OHIO
Postal Code:	45263
Entity Type:	Banking Corporation: OHIO

PROPERTY NUMBERS Total: 16

Property Type	Number	Word Mark
Serial Number:	77522602	5-HOUR ENERGY
Serial Number:	77649631	FIVE ENERGY
Serial Number:	77649640	ENERGY 5
Serial Number:	77649637	ENERGY FIVE
Registration Number:	3003077	5 HOUR ENERGY
Serial Number:	77649634	5 ENERGY
Serial Number:	85007006	5-HOUR ENERGY
Serial Number:	85007217	
Serial Number:	85007326	5-HOUR ENERGY
Registration Number:	2896226	ZEN RESTFUL SLEEP
Serial Number:	77899751	NOT A DRINK, JUST ENERGY
Serial Number:	77899776	HOURS OF ENERGY NOW. NO 2:30 FEELING LATER.
Registration Number:	3698044	
Serial Number:	85085504	2:30 FEELING

CH \$415.00 77522602

Serial Number:	85125017	
Serial Number:	85124847	

CORRESPONDENCE DATA

Fax Number: (312)803-5299
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: (312) 845-3430
Email: kalwa@chapman.com
Correspondent Name: Richard Kalwa
Address Line 1: 111 West Monroe Street
Address Line 2: Chapman and Cutler LLP
Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	1939586
NAME OF SUBMITTER:	Richard Kalwa
Signature:	/richard kalwa/
Date:	09/27/2010

Total Attachments: 6
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TRADEMARK COLLATERAL AGREEMENT

This 24th day of September, 2010, INNOVATION VENTURES, LLC, a Michigan limited liability company ("*Debtor*"), with its principal place of business and mailing address at 38955 Tech Drive, Farmington Hills, Michigan 48331, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, assigns, mortgages and pledges to Fifth Third Bank, an Ohio banking corporation ("*Fifth Third*"), with its mailing address at 38 Fountain Square Plaza, Cincinnati, Ohio 45263, acting as administrative agent hereunder for the Secured Creditors as defined in the Security Agreement referred to below, and its successors and assigns (Fifth Third acting as such administrative agent and any successor(s) or assign(s) to Fifth Third acting in such capacity being hereinafter referred to as the "*Agent*"), and grants to the Agent for the benefit of the Secured Creditors a continuing security interest in, the following property:

(i) Each trademark, trademark registration, and trademark application listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration, and trademark application; and

(ii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any trademark, trademark registration, or trademark application listed on Schedule A hereto or by reason of injury to the goodwill associated with any such trademark, trademark registration, or trademark application, in each case together with the right to sue for and collect said damages;

to secure the payment and performance of all Secured Obligations as set out in that certain Amended and Restated Security Agreement bearing even date herewith between Debtor, Agent and the other debtors party thereto, as the same may be amended, modified, or restated from time to time (the "*Security Agreement*"). All capitalized terms used herein without definition have the meanings given to such terms in the Security Agreement.


Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to Agent of any applications by Debtor for a trademark based on an intent to use the same if and so long as such application is pending without a Statement of Use having been filed and accepted (such pending applications which are based on intent to use being hereinafter referred to collectively as "*Intent-To-Use Applications*"), but rather, if and so long as Debtor's Intent-To-Use Application is pending without a Statement of Use having been filed and accepted, then this Trademark Collateral Agreement shall operate only to create a security interest for collateral purposes in favor of Agent on such Intent-To-Use Application as collateral security for the Secured Obligations. When a Statement of Use is filed and accepted by the Trademark Office, then that application shall cease to be partly exempted from this Agreement.

Debtor does hereby further acknowledge and affirm that the rights and remedies of Agent with respect to the security interest in the trademarks, trademark registrations, and trademark applications made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

INNOVATION VENTURES, LLC

By 
Name Mary Blayden
Title Manager

Accepted and agreed to as of the date and year last above written.

FIFTH THIRD BANK, as Agent

By _____
Name _____
Title _____

[SIGNATURE PAGE TO TRADEMARK COLLATERAL AGREEMENT]


IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

INNOVATION VENTURES, LLC

By _____
Name _____
Title _____

Accepted and agreed to as of the date and year last above written.

FIFTH THIRD BANK, as Agent

By  _____
Name Eric W. Dietl
Title V.P.

[SIGNATURE PAGE TO TRADEMARK COLLATERAL AGREEMENT]

**SCHEDULE A
TO TRADEMARK COLLATERAL AGREEMENT**

**REGISTERED TRADEMARKS
AND TRADEMARK APPLICATIONS**

<u>Name of Mark</u>	<u>Serial/Registration Number</u>	<u>Filing/Issue Date</u>	<u>Country of Filing</u>	<u>Pending / Registered</u>
5-HOUR ENERGY	77/522,602	07/15/2008	US	Pending
FIVE ENERGY	77/649,631	01/14/2009	US	Pending
ENERGY 5	77/649,640	01/14/2009	US	Pending
ENERGY FIVE	77/649,637	01/14/2009	US	Pending
5 HOUR ENERGY	3,003,077	09/27/2005	US	Registered
5 ENERGY	77/649,634	01/14/2009	US	Pending
5-HOUR ENERGY	85/007,006	04/06/2010	US	Pending
RUNNING MAN design	85/007,217	04/06/2010	US	Pending
5-HOUR ENERGY design	85/007,326	04/06/2010	US	Pending
ZEN RESTFUL SLEEP	2,896,226	10/19/2004	US	Registered
NOT A DRINK, JUST ENERGY	77/899,751	12/23/2009	US	Pending
HOURS OF ENERGY NOW. NO 2:30 FEELING LATER.	77/899,776	12/23/2009	US	Pending

RUNNING MAN design	3,698,044	10/20/2009	US	Registered
2:30 FEELING	85/085,504	07/15/2010	US	Pending
LABEL (STANDARD BOTTLE LABEL WITHOUT "5-HOUR ENERGY")	85125017	09/08/2010	US	Pending
LABEL (STANDARD LABEL W/O COLOR W/O "5-HOUR ENERGY")	85124847	09/08/2010	US	Pending