

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
Cerebellum Corporation		12/09/2009	CORPORATION: VIRGINIA

RECEIVING PARTY DATA

Name:	Avalon Capital Advisors Assets, LLC
Street Address:	820 Scarsdale Avenue
City:	Scarsdale
State/Country:	NEW YORK
Postal Code:	10583
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	2846024	SACRED YOGA PRACTICE
Registration Number:	2854850	ROMANTIC ARTS
Registration Number:	3010113	NATURALJOURNEYS
Registration Number:	3642118	NATURAL JOURNEYS
Registration Number:	2670204	FIT TO THE HITS
Registration Number:	1903470	STANDARD DEVIANTS
Registration Number:	2909102	HIP HUGGER ABS
Registration Number:	2925998	ISLAND GIRL
Registration Number:	3074350	SLEEK IN A WEEK
Registration Number:	3142512	JIBBERBOOSH
Registration Number:	3308753	GOLDHIL ENTERTAINMENT
Registration Number:	3308752	GOLDHIL ENTERTAINMENT

CORRESPONDENCE DATA

900174184

**TRADEMARK
 REEL: 004298 FRAME: 0034**

OP \$315.00 2846024

Fax Number: (310)286-1728
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 310.286.1700
Email: nshabani@rutterhobbs.com
Correspondent Name: Natasha Shabani
Address Line 1: 1901 Avenue of the Stars
Address Line 2: Suite 1700
Address Line 4: Los Angeles, CALIFORNIA 90067

ATTORNEY DOCKET NUMBER:	6831.001
NAME OF SUBMITTER:	Natasha Shabani
Signature:	/natashashabani/
Date:	10/12/2010

Total Attachments: 16
source=Security Agreement between Avalon and Cerebellum#page1.tif
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SECURITY AGREEMENT

This Security Agreement is dated as of December 1, 2009, between Cerebellum Corporation, a Virginia corporation (the "Debtor"), and Avalon Capital Advisors Assets, LLC, a Delaware limited liability company (the "Secured Party").

RECITALS

A. Concurrently herewith, Debtor and Secured Party have entered into that certain Asset Purchase and Sale Agreement dated as of December 1, 2009 (the "Purchase Agreement") and that certain Assignment of Intellectual Property dated as of December 1, 2009 (the "Assignment"), pursuant to which Purchased Assets were transferred to the Debtor. Capitalized terms used herein and not otherwise defined shall have the meaning ascribed to them in the Purchase Agreement.

B. Pursuant to the terms of the Purchase Agreement, in order to secure the payment of purchase price including the Royalty Payments, Debtor agreed to grant to the Secured Party a security interest in all of the Purchased Assets.

C. The Debtor hereby grants a security interest in favor of the Secured Party as herein provided.

AGREEMENT

NOW, THEREFORE, in consideration of the promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Definitions.** The term "State," as used herein, means the State of California. The term "Agreement" means this Security Agreement as the same may be modified, amended and/or restated. All terms defined in the Uniform Commercial Code of the State and used herein shall have the same definitions herein as specified therein. The term "Obligations," as used herein, means all of the indebtedness, obligations and liabilities of the Debtor to the Secured Party, individually or collectively, whether direct or indirect, joint or several, absolute or contingent, due or to become due, now existing or hereafter arising under or in respect of the Purchase Agreement and/or this Agreement, as any of the foregoing may be amended and/or modified and any promissory notes, guaranties, or other instruments or agreements executed and delivered in amendment thereof or replacement or substitution therefor or otherwise pursuant thereto or in connection therewith; and the term "Default," as used herein, means "Default" as such term is defined in the Purchase Agreement.

2. **Grant of Security Interest.** The Debtor hereby grants to the Secured Party, to secure the payment and performance in full of all of the Obligations, a security interest in and so pledges and assigns to the Secured Party the following properties, assets and rights of the Debtor, wherever located, whether now owned or hereafter acquired or arising, and all proceeds and products thereof (all of the same being hereinafter called the "Collateral"): all of the assets sold by secured Party to the Debtor pursuant to the Purchase Agreement including, but not limited to, the goodwill, inventory, tangible and intangible personal property and rights in personal property, furniture, trade fixtures and equipment, tools used in the business, computers (hardware and software), telephone numbers and listings, customer lists, trade names, business records, supplies, leases, signs, permits, special licenses and franchises), wherever located and further including:

2.1 **Good will.** All right, title and interest in and to the good will associated with the Purchased Assets, including but not limited to all marketing materials; current and former customer

lists, customer names, contact names, telephone and fax numbers, addresses, and emails; current and active telephone and fax numbers, email addresses and websites, domain names and all rights, title and interest of Secured Party in, under and to the following trade and fictitious business names: "Goldhil" and "Standard Deviants," (collectively "Good Will"), including but not limited to any and all advertisement and promotion materials, artwork, graphics, logos, symbols and written material.

2.2 Assigned Agreements. All contracts, agreements, commitments, purchase orders, understandings and arrangements related to the Purchased Assets or the conduct and operation of the Purchased Assets ("Assigned Agreements").

2.3 Prepaid Assets. Any prepaid expenses, deposits and similar assets relating to any of the Purchased Assets or the conduct and operation of the Purchased Assets, including but not limited to any lease deposits.

2.4 Books and Records. All copies of customer, vendor, supplier and financial records and agreements relating to the Purchased Assets and the conduct and operation of the Purchased Assets, and all operating data and records pertaining to the Purchased Assets ("Books and Records"), however kept including but not limited to paper and electronic records.

2.5 Warranties. All rights under express or implied warranties from vendors given with respect to any of the Purchased Assets or the conduct and operation of the Purchased Assets, to the extent same may be assigned ("Warranties").

2.6 Governmental Licenses and Permits. To the extent permitted by applicable law, all permits, licenses and other rights of every kind and character relating solely to Purchased Assets and the conduct and operation of the Purchased Assets, and to the extent the same are necessary or incidental to the Purchased Assets or the conduct and operation of the Purchased Assets as of the Effective Date ("Permits").

2.7 Intellectual Property. All of Secured Party's Intellectual Property rights relating to the Purchased Assets and the operation of the Purchased Assets. "Intellectual Property" shall mean the following intellectual property rights, whether protected, created or arising under the Laws of the United States or any other jurisdiction, including without limitation all of the intellectual property assets set forth on Schedule 1 hereto: (i) Trademark Rights; (ii) Patent Rights; (iii) Copyrights; (iv) trade secrets; (v) Proprietary Rights; (vi) moral rights, licensed rights, publicity rights and any other proprietary, intellectual or industrial property rights of any kind or nature that exclusively relate to, or are otherwise necessary to the use, manufacture, offer for sale, sale, and importation of, the Purchased Assets, and (vi) the right to sue for past, present or future infringement of any of the foregoing. "Copyrights" shall mean all U.S. and non-U.S. registered copyrights, applications for copyright registration and unregistered copyrights owned or otherwise controlled by the Secured Party or any of its affiliates that primarily relate to, or are otherwise necessary to the use, development, manufacture and sale of, the Purchased Assets. "Proprietary Rights" shall mean all U.S. and foreign trademarks and trademark rights, trade names and trade name rights, service marks and service mark rights, service names and service name rights, domain names, copyrights and copyright rights, patents and patent rights, mask works, brand names, trade dress, industrial or product designs, business and product names, logos, slogans, trade secrets, inventions (whether or not patentable), invention disclosures, processes, formulae, industrial models, designs, specifications, data, databases and data collections, technology, methodologies, computer programs (including all source codes, object codes, firmware, Software, development tools, files, records and data), manufacturing, engineering and technical drawings, and any other trade secret or other technical information, whether or not subject to statutory registration, and all common law and world-wide rights to registrations of trademarks,

service marks and copyrights, and the right to sue for patent infringement, if any, in connection with any of the foregoing, and all documents, disks and other media on which any of the foregoing is stored. "Patent Rights" shall mean all U.S., foreign and international patents and patent applications, inventor's certificates, utility models, design registrations, provisional applications, nonprovisional applications, substitutions, extensions, reissues, reexaminations, renewals, divisions, continuations, continuations-in-part, parents and other related applications and foreign counterparts of all of the foregoing owned or otherwise controlled by any of the Secured Party or its affiliates that exclusively relate to, or are otherwise necessary to the use, manufacture, offer for sale, sale, and importation of, the Purchased Assets. "Trademark Rights" shall mean (i) those certain trademarks, including all U.S. and non-U.S. registered trademarks, applications to register trademarks, intent-to-use applications, or other registrations or applications related to trademarks, common-law trademarks and rights, service marks, trade dress, logos, trade names and corporate names relating to the Purchased Assets.

2.8 Masters. Any audio or video "master" tapes, cds, cassettes, videos, dvds or any other medium as may be the case related to the Purchased Assets.

2.9 All Other Assets: The assets used by or held for use by Secured Party in the conduct or the operation of the Purchased Assets, including but not limited to any software, database, computers and other tangible personal property owned by Secured Party and used in connection with the operation of the Purchased Assets, whether or not listed in the books or records of the Secured Party.

3. Authorization to File Financing Statements. The Debtor hereby irrevocably authorizes the Secured Party at any time and from time to time to file in any filing office in any Uniform Commercial Code jurisdiction any initial financing statements and amendments thereto, and continuation statements with respect thereto, that (a) indicate the Collateral (i) as all assets of the Debtor or words of similar effect, regardless of whether any particular asset comprised in the Collateral falls within the scope of Article 9 of the Uniform Commercial Code of the State or such jurisdiction, or (ii) as being of an equal or lesser scope or with greater detail, and (b) provide any other information required by Article 9 of the Uniform Commercial Code of the State, or such other jurisdiction, for the sufficiency or filing office acceptance of any financing statement or amendment, including whether the Debtor is an organization, the type of organization and any organizational identification number issued to the Debtor. The Debtor agrees to furnish any such information to the Secured Party promptly upon the Secured Party's request. The Debtor also ratifies its authorization for the Secured Party to have filed in any Uniform Commercial Code jurisdiction any like initial financing statements or amendments thereto if filed prior to the date hereof.

4. Other Actions. To further the attachment, perfection and first priority of, and the ability of the Secured Party to enforce, the Secured Party's security interest in the Collateral, and without limitation on the Debtor's other obligations in this Agreement, the Debtor agrees, in each case at the Debtor's expense, to take the following actions with respect to the following Collateral:

4.1. Collateral in the Possession of a Bailee. If any Collateral is at any time in the possession of a bailee, the Debtor shall promptly notify the Secured Party thereof and, at the Secured Party's request and option, shall promptly obtain an acknowledgement from the bailee, in form and substance satisfactory to the Secured Party, that the bailee holds such Collateral for the benefit of the Secured Party, and that such bailee agrees to comply, without further consent of the Debtor, with instructions from the Secured Party as to such Collateral.

4.2 Intellectual Property Rights. The Debtor hereby irrevocably authorizes the Secured Party at any time and from time to time to file in the United States Copyright Office and the

United States Patent and Trademark Office any filing to reflect the security interests granted herein. The Debtor agrees to furnish any such information to the Secured Party promptly upon the Secured Party's request.

5. Covenants Concerning Debtor's Legal Status. The Debtor covenants with the Secured Party as follows: (a) without providing at least 30 days prior written notice to the Secured Party, the Debtor will not change its name, its place of business or its chief executive office.

6. Covenants Concerning Collateral, Etc. The Debtor further covenants with the Secured Party as follows: (a) the Collateral will be kept at the location 1661 Tennessee Street, Suite 3D, San Francisco, CA 94107 and the Debtor will not remove the Collateral from such location, without providing at least 30 days' prior written notice to the Secured Party, (b) except for the security interest herein granted, the Debtor shall be the owner of the Collateral free from any right or claim of any other person, lien, security interest or other encumbrance, and the Debtor shall defend the same against all claims and demands of all persons at any time claiming the same or any interests therein adverse to the Secured Party, (c) the Debtor shall not pledge, mortgage or create, or suffer to exist any right of any person in or claim by any person to the Collateral, or any security interest, lien or encumbrance in the Collateral in favor of any person, other than the Secured Party, (d) the Debtor will keep the Collateral in good order and repair and will not use the same in violation of law or any policy of insurance thereon, (e) the Debtor will permit the Secured Party, or its designee, to inspect the Collateral at any reasonable time, wherever located, (f) the Debtor will pay promptly when due all taxes, assessments, governmental charges and levies upon the Collateral or incurred in connection with the use or operation of such Collateral or incurred in connection with this Agreement, and (g) the Debtor will not sell or otherwise dispose, or offer to sell or otherwise dispose, of the Collateral or any interest therein except for sales of inventory in the ordinary course of business.

7. Insurance.

7.1 Maintenance of Insurance. The Debtor will maintain with financially sound and reputable insurers insurance with respect to its properties and business against such casualties and contingencies as shall be in accordance with general practices of businesses engaged in similar activities in similar geographic areas.

7.2 Insurance Proceeds. The proceeds of any casualty insurance in respect of any casualty loss of any of the Collateral shall be held by the Secured Party as cash collateral for the Obligations. Secured Party may, at its sole option, disburse from time to time all or any part of such proceeds so held as cash collateral, upon such terms and conditions as the Secured Party may reasonably prescribe, for direct application by the Debtor solely to the repair or replacement of the Debtor's property so damaged or destroyed, or the Secured Party may apply all or any part of such proceeds to the Obligations.

8. Collateral Protection Expenses. In the Secured Party's discretion, if the Debtor fails to do so, the Secured Party may discharge taxes and other encumbrances at any time levied or placed on any of the Collateral, maintain any of the collateral, make repairs thereto and pay any necessary filing fees or insurance premiums. The Debtor agrees to reimburse the Secured Party on demand for all expenditures so made. Secured Party shall have no obligation to the Debtor to make any such expenditures, nor shall the making thereof be construed as the waiver or cure of any Default or Default.

9. Securities and Deposits. Secured Party may at any time following and during the continuance of an Default, at its option, transfer to itself or any nominee any securities constituting

Collateral, receive any income thereon and apply it to the Obligations. Whether or not any Obligations are due, the Secured Party may, following and during the continuance of a Default, demand, sue for, collect, or make any settlement or compromise which it deems desirable with respect to the Collateral. Regardless of the adequacy of Collateral or any other security for the Obligations, any deposits or other sums at any time credited by or due from the Secured Party to the Debtor may at any time be applied to or set off against any of the Obligations then due and owing.

10. Notification to Account Debtors and Other Persons Obligated on Collateral. If an Default shall have occurred and be continuing, the Debtor shall, at the request and option of the Secured Party, notify account debtors and other persons obligated on any of the Collateral of the security interest of the Secured Party in any account, chattel paper, general intangible, instrument or other Collateral and that payment thereof is to be made directly to the Secured Party or to any financial institution designated by the Secured Party as the Secured Party's agent therefor, and the Secured Party may itself, if a Default shall have occurred and be continuing, without notice to or demand upon the Debtor, so notify account debtors and other persons obligated on Collateral. After the making of such a request or the giving of any such notification, the Debtor shall hold any proceeds of collection of accounts, chattel paper, general intangibles, instruments and other Collateral received by the Debtor as trustee for the Secured Party without commingling the same with other funds of the Debtor and shall turn the same over to the Secured Party in the identical form received, together with any necessary endorsements or assignments. Secured Party shall apply the proceeds of collection of accounts, chattel paper, general intangibles, instruments and other Collateral received by the Secured Party to the Obligations, such proceeds to be immediately credited after final payment in cash or other immediately available funds of the Items giving rise to them.

11. Power of Attorney.

11.1 Appointment and Powers of Secured Party. The Debtor hereby irrevocably constitutes and appoints the Secured Party and any officer or agent thereof, with full power of substitution, as its true and lawful attorneys-in-fact with full irrevocable power and authority in the place and stead of the Debtor or in the Secured Party's own name, for the purpose of carrying out the terms of this Agreement, to take any and all appropriate action and to execute any and all documents and instruments that may be necessary or useful to accomplish the purposes of this Agreement and, without limiting the generality of the foregoing, hereby gives said attorneys the power and right, on behalf of the Debtor, without notice to or assent by the Debtor, to do the following: Upon the occurrence and during the continuance of an Default, generally to sell, transfer, pledge, make any agreement with respect to or otherwise dispose of or deal with any of the Collateral in such manner as is consistent with the Uniform Commercial Code of the State and as fully and completely as though the Secured Party were the absolute owner thereof for all purposes, and to do, at the Debtor's expense, at any time, or from time to time, all acts and things which the Secured Party deems necessary or useful to protect, preserve or realize upon the Collateral and the Secured Party's security interest therein, in order to effect the intent of this Agreement, all at least as fully and effectively as the Debtor might do, including, without limitation, (a) the filing and prosecuting of registration and transfer applications with the appropriate federal, state, local or other agencies or authorities with respect to trademarks, copyrights and patentable inventions and processes, (b) upon written notice to the Debtor, the exercise of voting rights with respect to voting securities, which rights may be exercised, if the Secured Party so elects, with a view to causing the liquidation of assets of the issuer of any such securities, and (c) the execution, delivery and recording, in connection with any sale or other disposition of any Collateral, of the endorsements, assignments or other instruments of conveyance or transfer with respect to such Collateral.

11.2 No Duty on Secured Party. The powers conferred on the Secured Party hereunder are solely to protect its interests in the Collateral and shall not impose any duty upon it to exercise any such powers. Secured Party shall be accountable only for the amounts that it actually receives as a result of the exercise of such powers, and neither it nor any of its officers, directors, employees or agents shall be responsible to the Debtor for any act or failure to act, except for the Secured Party's own gross negligence or willful misconduct.

12. Rights and Remedies. If a Default shall have occurred and be continuing, the Secured Party, without any other notice to or demand upon the Debtor, shall in addition to all other rights and remedies, have the rights and remedies of a secured party under the Uniform Commercial Code of the State and any additional rights and remedies which may be provided to a secured party in any jurisdiction in which Collateral is located, including, without limitation, the right to take possession of the Collateral, and for that purpose the Secured Party may, so far as the Debtor can give authority therefor, enter upon any premises on which the Collateral may be situated and remove the same therefrom. Secured Party may in its discretion require the Debtor to assemble all or any part of the Collateral at such location or locations within the jurisdiction(s) of the Debtor's principal office(s) or at such other locations as the Secured Party may reasonably designate. Unless the Collateral is perishable or threatens to decline speedily in value or is of a type customarily sold on a recognized market, the Secured Party shall give to the Debtor at least five (5) Business Days' prior written notice of the time and place of any public sale of Collateral or of the time after which any private sale or any other intended disposition is to be made. The Debtor hereby acknowledges that five (5) Business Days' prior written notice of such sale or sales shall be reasonable notice. In addition, the Debtor waives any and all rights that it may have to a judicial hearing in advance of the enforcement of any of the Secured Party's rights and remedies hereunder, including, without limitation, its right following an Default to take immediate possession of the Collateral and to exercise its rights and remedies with respect thereto.

13. Standards for Exercising Rights and Remedies. To the extent that applicable law imposes duties on the Secured Party to exercise remedies in a commercially reasonable manner, the Debtor acknowledges and agrees that it is not commercially unreasonable for the Secured Party (a) to fail to incur expenses reasonably deemed significant by the Secured Party to prepare Collateral for disposition or otherwise to fail to complete raw material or work in process into finished goods or other finished products for disposition, (b) to fail to obtain third party consents for access to Collateral to be disposed of, or to obtain or, if not required by other law, to fail to obtain governmental or third party consents for the collection or disposition of Collateral to be collected or disposed of, (c) to fail to exercise collection remedies against account debtors or other persons obligated on Collateral or to fail to remove liens or encumbrances on or any adverse claims against Collateral, (d) to exercise collection remedies against account debtors and other persons obligated on Collateral directly or through the use of collection agencies and other collection specialists, (e) to advertise dispositions of Collateral through publications or media of general circulation, whether or not the Collateral is of a specialized nature, (f) to contact other persons, whether or not in the same business as the Debtor, for expressions of interest in acquiring all or any portion of the Collateral, (g) to hire one or more professional auctioneers to assist in the disposition of Collateral, whether or not the collateral is of a specialized nature, (h) to dispose of Collateral by utilizing Internet sites that provide for the auction of assets of the types included in the Collateral or that have the reasonable capability of doing so, or that match buyers and the Secured Party of assets, (i) to dispose of assets in wholesale rather than retail markets, (j) to disclaim disposition warranties, (k) to purchase insurance or credit enhancements to insure the Secured Party against risks of loss, collection or disposition of Collateral or to provide to the Secured Party a guaranteed return from the collection or disposition of Collateral, or (l) to the extent deemed appropriate by the Secured Party, to obtain the services of other brokers, investment bankers, consultants and other professionals to assist the Secured Party in the collection or disposition of any of

the Collateral. The Debtor acknowledges that the purpose of this Section 13 is to provide non-exhaustive indications of what actions or omissions by the Secured Party would fulfill the Secured Party's duties under the Uniform Commercial Code or other law of the State or any other relevant jurisdiction in the Secured Party's exercise of remedies against the Collateral and that other actions or omissions by the Secured Party shall not be deemed to fail to fulfill such duties solely on account of not being indicated in this Section 13.

14. No Waiver by Secured Party, Etc. Secured Party shall not be deemed to have waived any of its rights or remedies in respect of the Obligations or the Collateral unless such waiver shall be in writing and signed by the Secured Party. No delay or omission on the part of the Secured Party in exercising any right or remedy shall operate as a waiver of such right or remedy or any other right or remedy. A waiver on any one occasion shall not be construed as a bar to or waiver of any right or remedy on any future occasion. All rights and remedies of the Secured Party with respect to the Obligations or the Collateral, whether evidenced hereby or by any other instrument or papers, shall be cumulative and may be exercised singularly, alternatively, successively or concurrently at such time or at such times as the Secured Party deems expedient.

15. Marshalling. Secured Party shall not be required to marshal any present or future collateral security (including but not limited to the Collateral) for, or other assurances of payment of, the Obligations or any of them or to resort to such collateral security or other assurances of payment in any particular order, and all of its rights and remedies hereunder and in respect of such collateral security and other assurances of payment shall be cumulative and in addition to all other rights and remedies, however existing or arising.

16. Proceeds of Dispositions: Expenses. The Debtor shall pay to the Secured Party on demand any and all expenses, including reasonable attorneys' fees and disbursements, incurred or paid by the Secured Party in protecting, preserving or enforcing the Secured Party's rights and remedies under or in respect of any of the Obligations or any of the Collateral. After deducting all of said expenses, the residue of any proceeds of collection or sale or other disposition of the Collateral shall, to the extent actually received in cash, be applied to the payment of the Obligations in such order or preference as the Secured Party may determine, proper allowance and provision being made for any Obligations not then due. Upon the final payment and satisfaction in full of all of the Obligations and after making any payments required by Sections 9-608(a)(1)(C) or 9-615(a)(3) of the Uniform Commercial Code of the State, any excess shall be returned to the Debtor. In the absence of final payment and satisfaction in full of all of the Obligations, and the Debtor shall remain liable for any deficiency.

17. Overdue Amounts. Until paid, all amounts due and payable by the Debtor hereunder shall be a debt secured by the Collateral and shall bear, whether before or after judgment, interest at the rate of interest for overdue principal set forth in the Purchase Agreement.

18. Governing Law: Consent to Jurisdiction. This Agreement is intended to and shall be governed by, and construed in accordance with, the internal laws of the State applicable to agreements entered into and wholly performed in the State. As to any action or claim arising out of, or any dispute in connection with, this Agreement, any rights, remedies, obligations, or duties hereunder, or the performance or enforcement hereof or thereof, the Debtor hereby irrevocably consents to the exclusive jurisdiction of any state or federal court in the County of Los Angeles, State of California,

19. Miscellaneous. The headings of each Section of this Agreement are for convenience only and shall not define or limit the provisions thereof. This Agreement and all rights and obligations hereunder shall be binding upon the Debtor and its respective successors and assigns, and shall inure

to the benefit of the Secured Party and its successors and assigns, provided that Debtor shall not assign this Agreement or any rights hereunder or delegate any obligations hereunder without the prior written consent of the Secured Party. The Debtor also agrees to pay on demand reasonable attorneys' fees and all other costs and expenses incurred by the Secured Party in enforcing this Agreement or in any action or proceeding arising out of, or relating to this Agreement. If any term of this Agreement shall be held to be invalid, illegal or unenforceable, the validity of all other terms hereof shall in no way be affected thereby, and this Agreement shall be construed and be enforceable as if such invalid, illegal or unenforceable term had not been included herein. The Debtor acknowledges receipt of a copy of this Agreement.

20. Construction with the APA. This Agreement is intended to be consistent with the Purchase Agreement. To the extent that any provision in this Agreement contradicts or conflicts with the Purchase Agreement, the terms of the Purchase Agreement shall prevail and control.

IN WITNESS WHEREOF, intending to be legally bound, the Debtor has caused this Agreement to be duly executed as of the date first above written.

DEBTOR

Cerebellum Corporation,
a Virginia corporation

By: 

Name: JANET REVA

Title: PRESIDENT

SECURED PARTY

Avalon Capital Advisors Assets, LLC,
a Delaware limited liability company

By: 

Name: Benjamin Bornstein

Title: Authorized Person

Schedule 1
SCHEDULE OF INTELLECTUAL PROPERTY

1. United States Trademarks

Mark	Reg. No.	Reg. Date
SACRED YOGA PRACTICE	2,846,024	05/25/2004
ROMANTIC ARTS	2,854,850	06/15/2004
NATURALJOURNEYS	3,010,113	11/01/2005
NATURAL JOURNEYS	3,642,118	6/23/09
FIT TO THE HITS	2,670,204	12/31/02
THE STANDARD DEVIANTS	1,903,470	7/4/1995
HIP HUGGER ABS	2,909,102	12/07/04
ISLAND GIRL	2,925,998	02/08/05
SLEEK IN A WEEK	3,074,350	03/28/2006
JIBBERBOOSH	3,142,512	09/12/2006
GOLDHIL ENTERTAINMENT	3,308,753	10/9/07
GOLDHIL ENTERTAINMENT	3,308,752	10/9/07

Schedule 1. continued

2. Copyrights

COPYRIGHTS OWNED BY AVALON

TITLE	EPISODE TITLE	PA #
Acupressure	The Timeless Art of Self-Healing	1-049-544
America's Greatest Roller Coaster Thrills	The Next Generation	1-008-286
America's Greatest Roller Coaster Thrills	The Ultimate Scream Machines	1-010-407
Bellydance Fitness for Beginners	Arms & Abs	1-096-284
Bellydance Fitness for Beginners	Basic Moves	1-096-283
Bellydance Fitness for Beginners	Fat Burning	1-096-279
Bellydance Fitness for Beginners	Hips, Buns & Thighs	1-096-277
Bellydance Fitness for Beginners	Slim Down	1-096-280
Hula Workout for Beginners		1-129-812
Hula Workout for Weight Loss		1-129-811
Just the Facts	The Declaration of Independence	1-008-292
Just the Facts	The Election Process in America	1-096-271
Just the Facts: Ancient Rome		1-103-397
Just the Facts: Documents of Destiny	Creating a New Nation	1-133-947
Just the Facts: Documents of Destiny	Foundations and the Colonial Era	1-133-948
Just the Facts: Documents of Destiny	The Revolutionary Era	1-133-951
Just the Facts: Early Man	Ancestors of Modern Man	1-096-273
Just the Facts: Early Man	The Beginning of Mankind	1-096-263
Just the Facts: Early Man	The Dawn of Civilization	1-096-272
Just the Facts: The Age of Enlightenment		1-103-400
Just the Facts: The Colonization of North America	English Settlements: Volume 1	1-133-956
Just the Facts: The Colonization of North America	English Settlements: Volume 2	1-133-945
Just the Facts: The Colonization of North America	The First Settlement	1-133-952
Just the Facts: The Colonization of North America	The French Settlements	1-133-949
Just the Facts: The Colonization of North America	The Spanish Settlements	1-133-950
Just the Facts: The Human Body	Major Systems and Organs	1-096-286
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