

**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
Big Steel Keg, Inc.		12/02/2010	CORPORATION: GEORGIA
In Zone Holdings, Inc.		12/02/2010	CORPORATION: GEORGIA

**RECEIVING PARTY DATA**

Name:	Onward Multi-Corp, Inc.
Street Address:	585 Kumpf Drive
City:	Waterloo, Ontario
State/Country:	CANADA
Postal Code:	N2V 1K3
Entity Type:	CORPORATION: CANADA

**PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Serial Number:	77873634	BIG STEEL KEG

**CORRESPONDENCE DATA**

Fax Number: (832)446-2443  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 832-446-2400  
 Email: WCtrademark@counselip.com  
 Correspondent Name: John C. Cain  
 Address Line 1: Wong Cabello Lutsch Rutherford & Bruccul  
 Address Line 2: 20333 Tomball Parkway, 6th Floor  
 Address Line 4: Houston, TEXAS 77070

ATTORNEY DOCKET NUMBER:	1018-0004US
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**DOMESTIC REPRESENTATIVE**

Name: John C. Cain  
 Address Line 1: Wong Cabello Lutsch Rutherford & Bruccul

**900177880**

**TRADEMARK  
 REEL: 004424 FRAME: 0816**

**CH \$40.00 77873634**

Address Line 2: 20333 Tomball Parkway 6th Floor

Address Line 4: Houston, TEXAS 77070

NAME OF SUBMITTER:

Kathleen E. Clavenna

Signature:

/Kay Clavenna/

Date:

12/03/2010

Total Attachments: 4

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement"), dated as of December 2, 2010, is made by the undersigned (the "Company") to and in favor of BIG STEEL KEG, INC. and IN ZONE HOLDINGS, INC., both Georgia corporations (collectively known as "In Zone") as parties to that certain Agreement for the Purchase and Sale of Assets of even date (the "APA").

### WITNESSETH:

#### RECITALS

A. Pursuant to the APA, the Company owns and uses certain intellectual property (as hereinafter defined) which is registered in, or applications for registration of which has been filed in, the United States Patent and Trademark Office, all as more fully described on Schedule A attached hereto and by reference made part hereof; and

B. In Zone is entitled to certain Periodic Payments and Royalty payments by the Company pursuant to the APA; and

C. Pursuant to the APA, the Company has granted to In Zone, a security interest in all of the Company's Intellectual Property as defined in the APA and set out in the attached Schedule A, and wherever located as security for the Periodic Payments and Royalty payments.

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

1. As security for the payment and performance of the Periodic Payments and Royalty payments, the Company hereby grants and conveys a security interest to In Zone in all of the Company's right, title and interest in, to and under the Intellectual Property set forth in Schedule A and any renewals of registrations thereof; and, without limitation, any claim by the Company against third parties for past, present or future infringement of said Intellectual Property.

2. The Company does hereby further acknowledge and affirm that the sole rights and remedies of In Zone with respect to the security interest granted hereby is as set forth in the APA, the terms and provisions of which are incorporated by reference herein as if fully set forth herein verbatim.

3. This Agreement shall terminate upon payment of the Company's Periodic Payments and Royalty payment obligations under the APA or as otherwise stated in the APA. At any time and from time to time prior to such termination, In Zone may terminate its security interest in or assign to the Company any security interest with respect to any or all of the Intellectual Property. Upon termination of this Agreement and following a request from the Company, In Zone shall, at the expense of the Company, execute and deliver to the Company all

releases, assignments and other instruments as may be necessary or proper in reasonable judgment of the Company in order to evidence such termination.

4. Except as otherwise set forth in the APA, the Company further agrees that (a) In Zone shall not have any obligation or responsibility to protect or defend the Intellectual Property and the Company shall, at its own expense protect, defend and maintain the same as required by the terms and conditions set forth in the APA; (b) the Company shall forthwith advise In Zone promptly in writing upon receipt of any claim or threatened claim of infringements of any of the Intellectual Property being used in the Company's business; and (c) if the Company fails to maintain and defend the Intellectual Property as required by the APA, then In Zone may take such action as is necessary to protect and maintain the Intellectual Property and recover expenses, including attorneys' fees, incurred by In Zone in protecting, defending and maintaining the Intellectual Property.

5. This Agreement shall be construed in accordance with and governed by the laws of the State of Georgia, except to the extent that perfection (and the effect of perfection and nonperfection) and certain remedies may be governed by the laws of any jurisdiction other than the State of Georgia or as required by the United States Patent and Trademark Office, and all dispute resolution shall be in accordance with the APA.

IN WITNESS WHEREOF, the Company has caused this Agreement to be duly executed by its duly authorized officer as of the date first above written.

"COMPANY"

ONWARD MULTI-CORP INC.

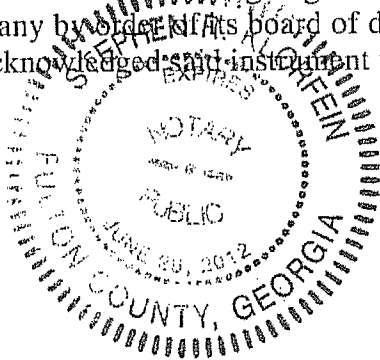
By: [Signature]

Terry Witzel

Title: President

STATE OF GEORGIA )  
 ) ss.:  
COUNTY OF COBB )

On December 2, 2010, before me personally came Terry Witzel, to me personally known and known to me to be the person described in and who executed the foregoing instrument, who being by me duly sworn, did depose and say that he is the authorized representative of said company and which executed the foregoing instrument; that the said instrument was signed on behalf of said company by order of its board of directors; that he signed his name thereto by like order; and that he acknowledged said instrument to be the free act and deed of said company.



[Signature]  
Notary Public

My Commission Expires:  
[NOTARIAL SEAL]

**SCHEDULE "A"**

<b>Patent Applications and Registrations</b>	
<u>Title</u>	<u>Application/Registration No.</u>
Portable Insulated Grill	PCT/US2009/047363
Portable Insulated Grill	United States 12/139,895
Portable Insulated Grill	Australia 2009202375A1
Portable Grill (Design Patent App.) filed concurrently with co-pending U.S. Patent application entitled "Portable Insulated Grill"	United States 29/319,831

<b>International Trademark Applications and Registrations</b>	
<u>Mark</u>	<u>Application/Registration No.</u>
N/A	N/A

<b>U.S. Trademark Applications and Registrations</b>	
<u>Mark</u>	<u>Application/Registration No.</u>
BIG STEEL KEG	Ser. No.: 77/873,634

<b>U.S. State Trademark Registrations</b>		
<u>Mark</u>	<u>State</u>	<u>Registration No.</u>
N/A	N/A	N/A

<b>Common Law Trademark Rights</b>
All common law trademark rights in the trademarks embodied in the trademark applications and registrations listed herein, together with the goodwill associated therewith and symbolized thereby
TRUE 'CUE (including without limitation use in association with grills, grill parts, grill accessories, and all other goods offered by Seller or Affiliates in association with this mark, together with the goodwill associated therewith and symbolized thereby)
BIG STEEL KEG (including without limitation use in association with grills, grill parts, grill accessories, and all other goods offered by Seller or Affiliates in association with this mark, together with the goodwill associated therewith and symbolized thereby)
"Big Steel Keg" grill design and all associated trade dress (below) (including without limitation use in association with grills, grill parts, grill accessories, and all other goods offered by Seller or Affiliates in association with this mark, together with the goodwill associated therewith and symbolized thereby)
"Big Steel Keg" grill cover mark (below) (including without limitation use in association with grills, grill parts, grill accessories, and all other goods offered by Seller or Affiliates in association with this mark, together with the goodwill associated therewith and symbolized thereby)