

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
Red Sky Morning, LLC		03/03/2011	LIMITED LIABILITY COMPANY: COLORADO
RECEIVING PARTY DATA			
Name:	Fate Investments LLC		
Street Address:	1700 BROADWAY		
Internal Address:	Suite 2020		
City:	Denver		
State/Country:	COLORADO		
Postal Code:	80290		
Entity Type:	LIMITED LIABILITY COMPANY: COLORADO		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3257685	FATE	
CORRESPONDENCE DATA			
Fax Number:	(303)607-3600		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	303-607-3500		
Email:	trademarkdnvr@faegre.com		
Correspondent Name:	Jennifer Daniel Collins		
Address Line 1:	1700 Lincoln Street		
Address Line 2:	3200 Wells Fargo Center		
Address Line 4:	Denver, COLORADO 80203-4532		
ATTORNEY DOCKET NUMBER:	84700-387291		
NAME OF SUBMITTER:	Jennifer Daniel Collins		
Signature:	/Jennifer Daniel Collins/		

OP \$40.00 3257685

Date:

03/04/2011

Total Attachments: 2

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement") is made as of this 3rd day of March, 2011 ("Effective Date") by Red Sky Morning, LLC, a Colorado limited liability company (Buyer), in favor of Fate Investments LLC, a Colorado limited liability company ("Seller").

WHEREAS, Seller and Buyer have entered into that certain Asset Purchase Agreement, dated as of the date hereof (the "Purchase Agreement"), pursuant to which, and subject to the terms and conditions thereof, Seller sold the trademark Registration No. 3,257,685 for FATE, registered in the U.S. Patent and Trademark Office on July 3, 2007, together with the goodwill associated with the trademark FATE, and the logos, applications, registrations, common law rights, and all other rights, including the right to sue for and recover damages for past infringements of this trademark (the "Trademark"); and

WHEREAS, Seller and Buyer have entered into that certain Security Agreement ("Security Agreement"), dated as of the date hereof, pursuant to which, and subject to the terms and conditions hereof, Buyer granted to Seller a security interest in certain assets of Buyer including, but not limited to, a security interest in the Trademark, in order to secure Buyer's payment of the amounts owed to Seller under the Purchase Agreement, and Buyer's performance of its obligations under the Purchase Agreement.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Buyer agrees as follows:

1. Incorporation of Security Agreement. The Security Agreement and the terms and provisions thereof, and of the agreements referenced therein, are hereby incorporated in their entirety by this reference. All terms capitalized but not otherwise defined herein will have the same meanings ascribed to them in the Security Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations under the Purchase Agreement, Buyer hereby grants to Seller, and hereby reaffirms its prior grant pursuant to the Security Agreement, of a continuing security interest in Buyer's entire right, title and interest in and to the Trademark, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, the Trademark; and all proceeds of the forgoing, including without limitation, any claim by Buyer against third parties for past, present or future (a) infringement or dilution of the Trademark, or (b) injury to the goodwill associated with the Trademark.

3. Termination of Security Interest. The security interest described herein will continue in effect to secure all Obligations from time to time incurred or arising unless and until all Obligations have been paid and performed in full and the Security Agreement has been terminated.

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IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the Effective Date.

RED SKY MORNING, LLC

By: David A. Dean
Name: David A. Dean
Title: President

FATE INVESTMENTS LLC

By: Patrick McDonald
Name: Patrick McDonald
Title: Managing Member