

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
Summit Financial Products, Inc.		08/22/2006	CORPORATION: COLORADO
Summit Products, LLC		08/22/2006	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Regions Financial Corporation		
Street Address:	417 North 20th Street		
City:	Birmingham		
State/Country:	ALABAMA		
Postal Code:	35203		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	76652208	BACKYARD SAFARI	
Serial Number:	76652209	BOOM BLASTERS	
Registration Number:	2967934	YOUNIVERSE	
CORRESPONDENCE DATA			
Fax Number:	(205)254-1999		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	205-254-1051		
Email:	tryan@maynardcooper.com		
Correspondent Name:	Russell Carter Gache		
Address Line 1:	1901 Sixth Avenue North; Ste 2400		
Address Line 4:	Birmingham, ALABAMA 35203		
ATTORNEY DOCKET NUMBER:	00002-2461		
NAME OF SUBMITTER:	Russell Carter Gache		

OP \$90.00 76652208

Signature:	/rcgache/
Date:	03/10/2011

Total Attachments: 40

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Delaware

PAGE 1

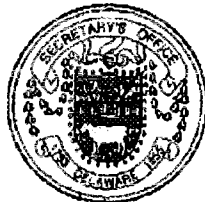
The First State

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF MERGER, WHICH MERGES:

"AMSOUTH BANCORPORATION", A DELAWARE CORPORATION,
WITH AND INTO "REGIONS FINANCIAL CORPORATION" UNDER THE NAME OF "REGIONS FINANCIAL CORPORATION", A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE THE THIRD DAY OF NOVEMBER, A.D. 2006, AT 9:45 O'CLOCK A.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF MERGER IS THE FOURTH DAY OF NOVEMBER, A.D. 2006, AT 12:01 O'CLOCK A.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.



3764617 8100M

061010445

Harriet Smith Windsor
Harriet Smith Windsor, Secretary of State

AUTHENTICATION: 5170797

DATE: 11-03-06

TRADEMARK

REEL: 003597 FRAME: 0131

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REEL: 004495 FRAME: 0703

State of Delaware
Secretary of State
Division of Corporations
Delivered 08:45 AM 11/03/2006
FILED 08:45 AM 11/03/2006
SRV 061010445 - 3764617 FILE

**CERTIFICATE OF MERGER
OF
AMSOUTH BANCORPORATION
WITH AND INTO
REGIONS FINANCIAL CORPORATION**

**UNDER SECTION 251 OF THE
GENERAL CORPORATION LAW
OF THE STATE OF DELAWARE**

Pursuant to Section 251(c) of the General Corporation Law of the State of Delaware, Regions Financial Corporation, a Delaware corporation (the "Company"), hereby certifies the following information relating to the merger of AmSouth Bancorporation, a Delaware corporation ("AmSouth"), with and into the Company, with the Company surviving the merger (the "Merger"):

FIRST: The names and states of incorporation of the Company and AmSouth, which are the constituent corporations in the Merger (the "Constituent Corporations") are:

<u>Name</u>	<u>State of Incorporation</u>
Regions Financial Corporation	Delaware
AmSouth Bancorporation	Delaware

SECOND: The Merger Agreement (the "Merger Agreement"), by and among the Company and AmSouth, dated as of May 24, 2006, setting forth the terms and conditions of the Merger, has been approved, adopted, certified, executed, and acknowledged by both of the Constituent Corporations in accordance the provisions of Section 251 of the General Corporation Law of the State of Delaware (the "DGCL").

THIRD: The name of the corporation surviving the Merger is Regions Financial Corporation (the "Surviving Corporation").

FOURTH: The Certificate of Incorporation of the Company shall be the certificate of incorporation of the Surviving Corporation.

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FIFTH: The executed Merger Agreement is on file at the office of the Surviving Corporation located at 417 North 20th Street, Birmingham, Alabama 35203.

SIXTH: A copy of the Merger Agreement will be furnished by the Surviving Corporation, on request and without cost, to any stockholder of either of the Constituent Corporations.

SEVENTH: This Certificate of Merger, and the Merger, shall become effective at 12:01 a.m. on November 4, 2006.

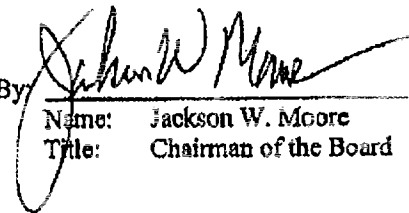
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IN WITNESS WHEREOF, Regions Financial Corporation has caused this
Certificate of Merger to be executed on the 3 day of November, 2006.

REGIONS FINANCIAL CORPORATION

By 
Name: Jackson W. Moore
Title: Chairman of the Board

RECORDED: 08/08/2007

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AMENDED AND RESTATED SECURITY AGREEMENT
(General)

THIS SECURITY AGREEMENT (GENERAL) (this "Agreement") dated August 22, 2006 is between **SUMMIT FINANCIAL PRODUCTS, INC.**, a Colorado corporation, and **SUMMIT PRODUCTS, LLC**, a Delaware limited liability company, as debtor (herein jointly and severally called the "Borrower," whether one or more), and **AMSOUTH BANK**, an Alabama banking corporation, as secured party (the "Lender").

Recitals

Capitalized terms used in these Recitals have the meanings defined for them above or in Section 1.2. The Borrower has requested that the Lender extend Credit to the Borrower pursuant to the Amended and Restated Credit Agreement between the Borrower and the Lender dated of even date herewith (the "Credit Agreement") and under the Credit Documents. To secure the Obligations, and to induce the Lender to extend Credit to the Borrower under the Credit Documents, the Borrower has agreed to execute and deliver this Agreement to the Lender, which amends and restates in its entirety and replaces that certain Security Agreement (General) dated March 31, 2006 between Summit Financial Products, Inc. and Lender.

Agreement

NOW, THEREFORE, in consideration of the foregoing Recitals, and to induce the Lender to extend Credit to the Borrower under the Credit Documents, the Borrower agrees with the Lender as follows:

ARTICLE 1

Rules of Construction and Definitions

SECTION 1.1 Rules of Construction. This Agreement is subject to the rules of construction set forth in the Credit Agreement.

SECTION 1.2 Definitions. As used in this Agreement, capitalized terms that are not otherwise defined herein have the meanings defined for them in the Credit Agreement and the following terms are defined as follows:

(a) Unless otherwise defined herein, terms used in this Agreement that are defined in Article 9 of the Alabama Uniform Commercial Code (the "UCC") have the meanings defined for them therein.

(b) **Account Debtor** includes any buyer or lessee of Inventory from the Borrower, any customer for whom services are rendered or materials furnished by the Borrower, any other

person obligated to the Borrower on an Account and all "account debtors" as defined in Article 9 of the UCC.

(c) Accounts means any and all rights of the Borrower to the payment of money, whether or not evidenced by an instrument or chattel paper (tangible or electronic) or letter of credit and whether or not earned by performance, including a right to payment for goods sold, leased, or licensed or for services rendered by the Borrower, a right to any amount payable under a Contract or a monetary obligation and all "accounts" as defined in Article 9 of the UCC.

(d) Business Day means any day, excluding Saturday and Sunday, on which the Lender's main office in Birmingham, Alabama, is open to the public for carrying on substantially all of its banking business.

(e) Collateral Reserve Account is defined in Section 4.8.

(f) Contracts means all Leases, licenses, requisitions, purchase orders, documents, instruments, letters of credit and chattel paper (tangible or electronic) of the Borrower, including any of the same that relate to any Inventory, General Intangibles or other property described in the granting clauses set out in Section 2.1, or secure any Accounts, or in connection with which Accounts exist or may be created, including those (if any) described in Part 1 of Exhibit B, but excluding any of the foregoing which constitute Excluded Assets.

(g) Credit means, individually and collectively, all loans, forbearances, renewals, extensions, advances, disbursements and other extensions of credit now or hereafter made by the Lender to or for the account of the Borrower under the Credit Documents.

(h) Credit Documents means this Agreement and the documents described in Exhibit A and all other documents now or hereafter executed or delivered in connection with the transactions contemplated thereby.

(i) Default Rate means a rate of interest equal to two (2) percentage points (200 basis points) in excess of the highest interest rate that would otherwise be payable on the principal amount of the Credit under the Credit Documents from time to time in the absence of the existence of a default, or the maximum rate permitted by law, whichever is less.

(j) Deposit Accounts means all bank accounts and other deposit accounts and lock boxes of the Borrower, including any of the same established for the benefit of the Lender and all "deposit accounts" as defined in Article 9 of the UCC.

(k) Excluded Assets means all equipment, fixtures, real property and real property rights of the Borrower, whether now owned or hereafter acquired and the Borrower's rights under that certain Merchandising License Agreement #SM3D00074 with Spider-Man Merchandising, L.P.

(l) Event of Default is defined in Section 6.1. An Event of Default "exists" if the same has occurred and is continuing.

(m) **General Intangibles** means all choses in action, things in action, causes of action and other assignable intangible property of the Borrower of every kind and nature (other than Accounts and Contracts), including corporate, partnership, limited liability company and other business records, good will, inventions, designs, patents, patent applications, trademarks, trade names, trade secrets, service marks, logos, copyrights, copyright applications, registrations, software, licenses, payment intangibles (to the extent not included in Accounts), permits, franchises, tax refund claims, insurance policies and rights thereunder (including any refunds and returned premiums) and any collateral, guaranty, letter of credit or other security held by or granted to the Borrower to secure payment of Accounts and Contracts, including those (if any) described in Part 2 of Exhibit B, and all "general intangibles" as defined in Article 9 of the UCC, provided, however, that General Intangibles shall not include that certain Merchandising License Agreement #SM3D00074 between the Borrower and Spider-Man Merchandising L.P., or any other Excluded Asset.

(n) **Governmental Authority** means any national, state, county, municipal or other government, domestic or foreign, and any agency, authority, department, commission, bureau, board, court or other instrumentality thereof.

(o) **Governmental Requirements** means all laws, rules, regulations, ordinances, judgments, decrees, codes, orders, injunctions, notices and demand letters of any Governmental Authority.

(p) **Inventory** means all goods, merchandise and other personal property held by the Borrower for sale or lease or license or furnished or to be furnished by the Borrower under contracts of service or otherwise, raw materials, parts, finished goods, work-in-process, scrap inventory and supplies and materials used or consumed, or to be used or consumed, in the Borrower's present or any future business, and all such property returned to or repossessed or stopped in transit by the Borrower, whether in transit or in the constructive, actual or exclusive possession of the Borrower or of the Lender or held by the Borrower or any other person for the Borrower's account and wherever the same may be located, including all such property that may now or hereafter be located on the premises of the Borrower or upon any leased location or upon the premises of any carriers, forwarding agents, warehousemen, vendors, selling agents, processors or third parties, and all "inventory" as defined in Article 9 of the UCC.

(q) **Investment Property** means all of the Borrower's certificated and uncertificated securities, securities accounts and security entitlements, commodity accounts and commodity contracts and all "investment property" as defined in Article 8 and 9 of the UCC.

(r) **Leases** means (1) all leases and use agreements of personal property entered into by the Borrower as lessor with other persons as lessees, including those (if any) described in Part 3 of Exhibit B, and all rights of the Borrower under such leases and agreements, including the right to receive and collect all rents and other moneys (including security deposits) at any time payable under such leases and agreements, whether paid or accruing before or after the filing of any petition by or against the Borrower under the federal Bankruptcy Code; and (2) all leases and use agreements of personal property entered into by the Borrower as lessee with other

persons as lessor, including those (if any) described in Part 4 of Exhibit B, and all rights, titles and interests of the Borrower thereunder, including the leasehold interest of the Borrower in such property and all options to purchase such property or to extend any such lease or agreement.

(s) **Lien** means any mortgage, pledge, assignment, charge, encumbrance, lien, security title, security interest or other preferential arrangement.

(t) **Obligations** means (1) the payment of all amounts now or hereafter becoming due and payable under the Credit Documents, including the principal amount of the Credit, all interest thereon (including interest that, but for the filing of a petition in bankruptcy, would accrue on any such principal) and all other fees, charges and costs (including reasonable attorneys' fees and disbursements) payable in connection therewith; (2) the observance and performance by the Borrower of all of the provisions of the Credit Documents; (3) the payment of all sums advanced in the future, if any, and all sums paid by the Lender in exercising any of its rights, powers or remedies under the Credit Documents, or this Agreement (including all sums expended to perfect, preserve, continue amend and maintain the Property, as hereinafter defined, all sums expended for the Borrower's benefit, and all sums expended on attorneys' fees), and all interest (including post-bankruptcy petition interest, as aforesaid) on such sums provided for herein or therein; (4) the payment and performance of all other indebtedness, obligations and liabilities of the Borrower to the Lender (including obligations of performance) of every kind whatsoever, arising directly between the Borrower and the Lender or acquired outright, as a participation or as collateral security from another person by the Lender, direct or indirect, absolute or contingent, due or to become due, now existing or hereafter incurred, contracted or arising, joint or several, liquidated or unliquidated, regardless of how or when they arise (including those arising after the filing of a petition by or against the Borrower under the Bankruptcy Code, even if such obligations do not accrue because of the automatic stay under the Bankruptcy Code or otherwise) or by what agreement or instrument they may be evidenced or whether they are evidenced by agreement or instrument, and whether incurred as maker, endorser, surety, guarantor, general partner, drawer, tort-feasor, account party with respect to a letter of credit, indemnitor or otherwise; the payment of all amounts now or hereafter becoming due and payable under any agreement between the Borrower and the Lender now existing or hereafter entered into, which provides for an interest rate or commodity swap, cap, floor, collar, forward foreign exchange transaction, currency swap, cross-currency rate swap, currency option, or any combination of, or option with respect to, these or similar transactions, for the purpose of hedging the Borrower's exposure to fluctuations in interest rates, currency valuations or commodity prices (including, without limitation, any Hedge Agreement), and (6) all renewals, extensions, modifications and amendments of any of the foregoing, whether or not any renewal, extension, modification or amendment agreement is executed in connection therewith.

(u) **Obligors** means the Borrower, each other person, if any, executing any Security Document as a grantor, (if the Borrower is a partnership) any general partner thereof, any other maker, endorser, surety, guarantor or other person now or hereafter liable for the payment or performance, in whole or in part, of any of the Obligations and all "obligors" as defined in Article 9 of the UCC.

(v) **Permitted Contest** means any appropriate proceeding conducted in good faith by the Borrower to contest any tax, assessment, charge, Lien or similar claim, during the pendency of which proceeding the enforcement of such tax, assessment, charge, Lien or claim is stayed; provided that the Borrower has set aside on its books or, if required by the Lender, deposited as cash collateral with the Lender, adequate cash reserves to assure the payment of any such tax, assessment, charge, Lien or claim.

(w) **Permitted Encumbrances** means any Liens and other matters affecting title to the Property that are described in Exhibit D.

(x) **Person** (whether or not capitalized) includes natural persons, sole proprietorships, corporations, trusts, unincorporated organizations, associations, companies, institutions, entities, joint ventures, partnerships, limited liability companies and Governmental Authorities.

(y) **Property** is defined in Section 2.1.

(z) **Security Documents** means all Credit Documents that now or hereafter grant or purport to grant to the Lender any guaranty, collateral or other security for any of the Obligations.

(aa) **Tangible Property** means all Inventory and other tangible personal property of the Borrower, but excluding any of the foregoing which constitute Excluded Assets.

ARTICLE 2

Security Agreement

SECTION 2.1 Granting Clauses. As security for the Obligations, the Borrower hereby grants to the Lender security title to and a continuing security interest in, and assigns, transfers, conveys, pledges and sets over to the Lender all of the Borrower's right, title and interest in, to and under the following personal property, whether now owned or hereafter acquired by the Borrower, and whether now existing or hereafter incurred, created, arising or entered into (collectively, the "Property"):

(a) all Inventory and other Tangible Property of the Borrower, and any and all accessions and additions thereto, any substitutions and replacements therefor, and all attachments and improvements placed upon or used in connection therewith, or any part thereof;

(b) all Accounts, Contracts and General Intangibles of the Borrower;

(c) all of the Borrower's rights as an unpaid vendor or lienor, including stoppage in transit, replevin, detinue and reclamation;

(d) all moneys of the Borrower, all Deposit Accounts of the Borrower in which such moneys may at any time be on deposit or held, all investments or securities of the Borrower in

which such moneys may at any time be invested and all certificates, instruments and documents of the Borrower from time to time representing or evidencing any such moneys;

(e) all Investment Property of the Borrower;

(f) any other property of the Borrower now or hereafter held by the Lender or by others for the Lender's account;

(g) all rights, interest, dividends, proceeds, products, rents, royalties, issues and profits of any of the property described in the foregoing granting clauses, whether the product of sale, lease, license, exchange or other disposition of the Property, paid or accruing before or after the filing of any petition by or against the Borrower under the federal Bankruptcy Code, and all instruments delivered to the Lender in substitution for or in addition to any such property; and

(h) all supporting obligations; and

(i) all books, documents, files, ledgers and records (whether on computer or otherwise) covering or otherwise related to any of the property described in the foregoing granting clauses.

Notwithstanding the foregoing granting clauses or anything else to the contrary in this Agreement, the "Property" shall not include the Excluded Assets.

No submission by the Borrower to the Lender of a schedule or other particular identification of Property shall be necessary to vest in the Lender the Liens contemplated by this Agreement in each and every item of Property of the Borrower now existing or hereafter acquired, incurred, created, arising or entered into, but rather such Liens shall vest in the Lender immediately upon the acquisition, creation, incurring or arising of, or entering into, any such item of Property without the necessity for any other or further action by the Borrower or by the Lender. The Borrower shall take such steps and observe such formalities as the Lender may request from time to time to create and maintain in favor of the Lender the Liens contemplated by this Agreement in all of the Property, whether now owned or hereafter acquired by the Borrower, and whether now existing or hereafter incurred, created, arising or entered into.

ARTICLE 3

Representations and Warranties

SECTION 3.1 General Representations and Warranties. The Borrower represents and warrants to the Lender as follows:

(a) The Borrower is the owner of the Property and has a good right to grant to the Lender the Liens contemplated by this Agreement; the Property is free and clear of all Liens other than Permitted Encumbrances; and the Borrower hereby warrants and will forever defend the title to the Property unto the Lender, its successors and assigns, against the claims of all

persons whomsoever, whether lawful or unlawful, except those claiming under Permitted Encumbrances.

(b) The location (including addresses, if applicable) of (1) each of the Borrower's places of business, (2) the Borrower's chief executive office, (3) the Borrower's state of incorporation or registration (if the Borrower was created by such state filing), (4) the office where the Borrower keeps the Borrower's records concerning Accounts, and (5) each site where the Borrower keeps any Tangible Property, are correctly and completely set forth on Exhibit C. The Borrower's legal name is as set forth in the first paragraph to this Agreement.

(c) (1) All material Contracts to which the Borrower is a party are accurately listed in Part 1 of Exhibit B, (2) all of the Borrower's patents, patent applications, trademarks, trade names, service marks, logos, copyrights, copyright applications and all of the Borrower's material registrations, licenses, permits and franchises, are accurately described in Part 2 of Exhibit B, (3) all Leases in which the Borrower is the lessor are accurately described in Part 3 of Exhibit B, and (4) all Leases in which the Borrower is the lessee are accurately described in Part 4 of Exhibit B.

SECTION 3.2 Account Representations and Warranties. The Borrower represents and warrants to the Lender as follows as to each and every Account, whether now existing or acquired, created or arising from time to time hereafter, that is listed as an Eligible Account (whether Insured or Uninsured) in the Borrower's Monthly Certificate from the Credit Agreement, Schedule of Accounts, report, certificate or other document furnished to the Lender, unless the Borrower discloses in writing therein that the Borrower does not make any such representation or warranty to the Lender with respect to such Account:

(a) The Account is an original, genuine, bona fide and legally binding obligation, enforceable in accordance with its terms.

(b) Except as contemplated by subsection (d) below, and for allowances made in the ordinary course of the Borrower's business, the Account is not subject to any claim of reduction, counterclaim, set-off or recoupment, or any claim for credits, allowances or adjustments by the Account Debtor, and the same has not been disputed or dishonored by the Account Debtor.

(c) The aggregate amount shown as the balance due on the Account on the Borrower's books and in any documents delivered to the Lender is validly owing under the Account and is not contingent for any reason; and, to the best of the Borrower's knowledge, there are no facts or occurrences that in any way impair the validity or collectibility thereof or reduce the amount payable thereunder.

(d) No agreement under which any deduction or discount may be claimed by the Account Debtor has been made other than any customary discounts for prompt payment previously disclosed in writing to the Lender.

(e) All statements made by the Borrower about the Account in any documents furnished to the Lender by the Borrower are true and correct in all material respects, and all the

Lender may rely on such statements and representations in determining the eligibility and collateral value of the Account.

(f) The Account is due and payable not more than 60 days from the date of the invoice.

(g) The Account does not arise out of a Contract that forbids the assignment of the Account to the Lender or makes such assignment void or unenforceable.

(h) The Account arose in the ordinary course of the Borrower's business from a bona fide outright sale of goods, or from the performance of services, by the Borrower under a valid Contract, and the goods have been shipped or delivered, the services have been performed or the Contract has otherwise been consummated in all material respects in accordance with the related Contract.

(i) Any goods or services giving rise to the Account are as represented to the Account Debtor, and no warranties have been made with respect to any goods or services covered by the Account except such as appear on the face of the related Contract or otherwise previously disclosed in writing to the Lender.

(j) The Account Debtor has not returned or refused any goods giving rise to the Account.

(k) Except with respect to Eligible Insured Accounts, no notice of any of the following has been received with respect to any Account Debtor: (1) the death of the Account Debtor, or of any partner thereof (if a partnership); (2) the dissolution, termination or business failure of the Account Debtor; (3) the ceasing or suspension of the Account Debtor's business; (4) the filing of any petition by or against the Account Debtor for any relief under the Bankruptcy Code; (5) the making by the Account Debtor of an assignment for the benefit of creditors; (6) the calling of a meeting by any of the creditors of the Account Debtor to consider the Account Debtor's financial condition; (7) the Account Debtor's becoming insolvent or attempting to secure a general extension from the Account Debtor's creditors; (8) the appointment of a receiver, trustee, liquidator or custodian of all or any part of the Account Debtor's assets; or (9) any other fact that reflects adversely in any material respect on the general creditworthiness and financial condition of the Account Debtor.

(l) The Account is not evidenced by a judgment and is not evidenced or secured by an instrument, document or chattel paper (tangible or electronic) unless the original thereof (or each of them if more than one) has been endorsed or assigned and delivered to the Lender.

SECTION 3.3 Inventory Representations and Warranties. The Borrower represents and warrants to the Lender as follows as to each and every item of Inventory, whether now existing or hereafter created or acquired, that is listed as Inventory in the Borrower's Monthly Certificate from the Credit Agreement, Schedule of Inventory, report, certificate or other document furnished to the Lender, unless the Borrower discloses therein that the Borrower does not make any such representation or warranty with respect to such item of Inventory:

(a) All statements made by the Borrower about the Inventory in any documents furnished to the Lender by the Borrower are true and correct in all material respects, and all the Lender may rely on such statements and representations in determining the eligibility and collateral value of the Inventory.

(b) All Inventory is located on premises identified on Exhibit C or in transit thereto or is in transit to Account Debtors in the ordinary course of business and is so identified on the relevant Schedule of Inventory.

ARTICLE 4

Certain Covenants and Agreements Concerning Accounts and Inventory

SECTION 4.1 General

(a) If any amounts in excess of \$175,000 are in dispute as to any Account, the Borrower shall promptly provide the Lender with written notice thereof, explaining in reasonable detail the reason for the dispute, all claims related thereto and the amount in controversy. If any allowance or credit on any Account should be given by the Borrower other than in the ordinary course of business or if any goods giving rise to any Account should be returned to the Borrower, the Borrower shall promptly give written notice thereof to the Lender, and the Lender may exclude such amount from Eligible Accounts.

(b) The Borrower shall promptly inform the Lender in writing of any material delay or default in the Borrower's performance of any of the Borrower's obligations to any Account Debtor, any assertion of any material claims, offsets or counterclaims by any Account Debtor, any material adverse information relating to the financial condition of any Account Debtor, or any other material adverse change in any of the Borrower's representations and warranties regarding Accounts and Inventory under this Agreement.

(c) If any Account arises out of a Contract with the United States of America, or any department, agency, subdivision or instrumentality thereof, the Borrower shall promptly notify the Lender thereof in writing and execute any instruments and take any other action required or requested by the Lender to perfect the Lender's security interest in such Account under the provisions of the Federal Assignment of Claims Act.

(d) The Borrower shall not store any Inventory with a bailee, warehouseman or similar party without the Lender's prior written consent, and if the Lender gives such consent, the Borrower shall concurrently therewith cause any such bailee, warehouseman or similar party to issue and deliver to the Lender, in form and substance acceptable to the Lender, warehouse receipts therefor in the Lender's name and an acknowledgment from such bailee, warehouseman or similar party indicating that such person is holding such Property for the benefit of the Lender.

SECTION 4.2 Collection of Accounts; Segregation of Proceeds; etc.

(a) Until an Event of Default exists, or until such earlier time as the Lender shall exercise any of its rights hereunder, the Borrower will, at the Borrower's sole expense, collect from the Account Debtors all amounts due on Accounts and Contracts when they shall become due; and upon any default by any Account Debtor, the Borrower shall have the authority, at the Borrower's sole expense, to repossess any goods covered by any Account or Contract in accordance with the terms thereof and applicable law and to take such other action with respect to any such Account, Contract and goods as the Borrower may deem advisable. Upon request by the Lender, all remittances received by the Borrower as proceeds of Property shall be (1) held in trust for the Lender separate and apart from, and not commingled with, any property of the Borrower, (2) kept capable of identification as the property of the Lender, and (3) delivered daily (or at such other intervals as may be mutually agreed upon in writing) to the Lender in the identical form received, with appropriate endorsements, and accompanied by a report prepared by the Borrower in such form as the Lender may require.

(b) Promptly upon the Lender's request, the Borrower shall: (1) give written notice of the Lender's Liens on the Accounts and Contracts to the Account Debtors in such form and at such times as the Lender may require; (2) after the occurrence of an Event of Default, open and maintain at the Borrower's expense a lock box with the Lender for the receipt of all remittances with respect to Property and execute a lock box agreement satisfactory to the Lender governing such lock box; and (3) after the occurrence of an Event of Default, notify the Account Debtors to make payments on the Accounts and Contracts directly to the Lender or to said lock box. All items received by the Lender shall be, at the option of the Lender, credited to the Obligations in accordance with Section 7.3, or held until finally collected in a Collateral Reserve Account established under Section 4.8.

SECTION 4.3 Attorney-in-Fact. The Borrower hereby constitutes and appoints the Lender, or any other person whom the Lender may designate, as the Borrower's attorney-in-fact, at the Borrower's sole cost and expense, to exercise at any time an Event of Default exists, all or any of the powers set forth in Section 7.1, all of which powers, being coupled with an interest, shall be irrevocable until this Agreement is terminated in accordance with Section 8.17; (1) to transmit to Account Debtors notice of the Lender's Liens on the Accounts and Contracts and to demand and receive from Account Debtors information concerning the Accounts and Contracts; (2) to notify Account Debtors to make payments or otherwise perform on the Accounts and Contracts directly to or for the benefit of the Lender or to a lock box designated by the Lender; (3) to take or to bring, in the name of the Lender or in the name of the Borrower, all steps, action, suits or proceedings deemed by the Lender necessary or desirable to effect collection of the Accounts and Contracts; (4) to enforce the obligations of Account Debtors or other person obligated on Account Debtors' obligations; (5) to exercise the rights of the Borrower with respect to the obligations of Account Debtors or other person obligated on Account Debtors' obligations to make payment or otherwise render performance to the Borrower; (6) to exercise the rights of the Borrower with respect to any collateral, property or supporting obligation securing or supporting the obligations of Account Debtors or other person obligated on Account Debtors' obligations; (7) to receive, open and dispose of all mail addressed to the Borrower that is received by the Lender; (8) to receive, take, endorse, assign and deliver in the Lender's or the

Borrower's name any instruments relating to Accounts and Contracts; and (9) to take any proceeds to which the Lender is entitled. All acts of such attorney-in-fact or designee taken pursuant to this Section 4.3 or Section 7.4 are hereby ratified and approved by the Borrower, and said attorney shall not be liable for any acts or omissions, nor for any error of judgment or mistake of fact or law.

SECTION 4.4 Collection Methods. The Borrower shall not institute any proceedings before any Governmental Authority for garnishment, attachment, repossession of property, detinue or make any attempt to repossess any goods covered by any Account or Contract except under the direction of competent legal counsel. The Borrower agrees to indemnify and hold the Lender harmless from any loss or liability of any kind that may be asserted against the Lender by virtue of any proceeding or repossession done or attempted by or on behalf of the Borrower or any actions that the Borrower may make to collect or enforce any Account or Contract or repossess any goods covered by any Account or Contract.

SECTION 4.5 Documentation Regarding Accounts and Contracts. The Borrower shall keep accurate and complete records of the Borrower's Accounts and Contracts and shall promptly deliver to the Lender from time to time on request (a) a detailed aged trial balance (Schedule of Accounts), in form and substance acceptable to the Lender, of all then-existing Accounts, (b) the original copy of all Contracts and other documents evidencing or relating to the Accounts so scheduled, (c) such other information relating to the then-existing Accounts and Contracts as the Lender shall reasonably request, and (d) formal written assignments or schedules specifically describing the Accounts and Contracts and confirming the Lender's Liens thereon.

SECTION 4.6 Verification of Accounts and Contracts. Any of the Lender's officers, employees or agents shall have the right at any time following the occurrence of an Event of Default or upon ten (10) Business Days notice to the Borrower if no Event of Default exists, in the Lender's name or in the name of the Borrower, to verify with any Account Debtor the validity or amount of, or any other matter relating to, any Accounts and Contracts by mail, telephone, fax or otherwise.

SECTION 4.7 Documentation Regarding Inventory. The Borrower shall keep accurate and complete records of the Inventory, and shall promptly furnish to the Lender from time to time on request (a) a current Schedule of Inventory in form and substance satisfactory to the Lender, based upon such inventory accounting practices as are satisfactory to the Lender, and (b) the original copy of all documents related to such Inventory. Such schedule of Inventory shall provide the Lender with such information as the Lender shall request.

SECTION 4.8 Collateral Reserve Account. Upon request by the Lender following the occurrence of an Event of Default, the Borrower shall cause all remittances in payment of the Accounts and Contracts to be deposited with the Lender, or such other bank or banks as the Lender may require, in an account or accounts designated as the Lender may require (collectively, the "Collateral Reserve Account"). Such deposits shall be made by the Borrower daily, and each deposit shall be accompanied by a report prepared by the Borrower in such form as the Lender shall require. The Lender may at its option also deposit to the Collateral Reserve

Account any remittances made to the Lender, to the lock box referred to in Section 4.2(b) or otherwise received by the Lender. Funds in the Collateral Reserve Account shall not be subject to withdrawal by the Borrower, but at all times shall be subject to the exclusive dominion and control of the Lender, and may be applied against the Obligations from time to time at the sole discretion of the Lender.

ARTICLE 5

Other Covenants and Agreements

SECTION 5.1 General. The Borrower covenants and agrees with the Lender as follows:

(a) Without first giving at least ten (10) Business Days prior written notice to the Lender, the Borrower shall not (1) alter or change its legal name; (2) change the state of its incorporation or registration (if the Borrower was created by such state filing); (3) alter or change its legal form or status (corporate, partnership or otherwise); (4) engage in any change of domicile merger or (5) merge, in one transaction or a series of related transaction, into or consolidate with any other entity where the Borrower is the surviving entity. Without the Lender's prior written consent, the Borrower shall not (6) add to or change any of the locations set forth in Exhibit C; (7) except for the sale of Inventory in the ordinary course of business, remove any Tangible Property other than motor vehicles (or in the case of any motor vehicle change the place at which it is principally garaged) from the locations specified therefor in Exhibit C; or (8) merge, in one transaction or a series of related transactions, into or consolidate with any other entity except in compliance with (4) or (5) in the first sentence of this Section 5.1(a).

(b) The Borrower shall notify the Lender in writing of any proposed addition to or change in any of the matters described in Section 5.1(a) at least 30 days prior to the date of the proposed change if the Lender's consent is required and at least 10 Business Days if only notice is required and shall furnish the Lender with any information requested by the Lender in considering the proposed change.

(c) The Borrower is and shall remain the holder of the leasehold interests of all of the locations described in Exhibit C. The Borrower shall promptly, upon the request of the Lender, deliver to the Lender a written waiver or subordination (in form and substance satisfactory to the Lender) of any Lien with respect to the Property that the owner might have.

(d) The Borrower shall not allow any of the Property that is not a fixture to become affixed to any real estate. If at any time any of the Tangible Property should, notwithstanding the foregoing, be affixed to any other real estate, the security interest of the Lender under this Agreement shall nevertheless attach to and include such Tangible Property. The Borrower shall promptly furnish to the Lender a description of any such real estate and the names of the record owners thereof, hereby authorizes the Lender to file such additional financing statements and other documents as the Lender may require, obtain from the owners of such real estate and the

holders of any Liens thereon such Lien waivers, subordination agreements and other documents as the Lender may request, and shall take such other actions as the Lender may deem necessary or desirable to preserve and perfect the Lender's security interest in such Tangible Property as a first priority perfected security interest.

(e) The Borrower will not, without the prior written consent of the Lender, (1) sell, lease, license, transfer, convey or otherwise dispose of any of the Property, except for the sale of Inventory in the ordinary course of business and the sale or assignment of insured receivables pursuant to insurance programs approved by the Lender, (2) pledge or grant any security interest in any of the Property to any person, except for Permitted Encumbrances, (3) permit any Lien to attach to any of the Property or any levy to be made thereon or any financing statement to be on file with respect to any of the Property, except those related to Permitted Encumbrances, or (4) permit any default or violation to occur under any agreement, covenant or restriction included in Permitted Encumbrances.

(f) The Borrower authorizes the Lender to perfect, preserve, continue, amend and maintain the Lender's interest in the Property by whatever actions the Lender in its sole discretion deems appropriate under the UCC or applicable law. The Borrower shall assist and cooperate with the Lender in taking such actions and shall pay all costs and expenses incurred by the Lender in taking such actions. Such actions may include (1) the filing by the Lender of financing statements describing the Property; (2) the Lender's taking possession of the Property; (3) obtaining an acknowledgment from a person in possession of any of the Property that such person is holding the Property for the benefit of the Lender; (4) the Lender's obtaining control of the Property consisting of Deposit Accounts, Investment Property, letter of credit rights and electronic chattel paper; or (5) the Lender's placing a legend on chattel paper (tangible or electronic) that gives notice of the Lender's security interest in chattel paper (tangible or electronic).

(g) The Borrower shall place a legend in form and substance acceptable to the Lender that gives notice of the Lender's security interest in chattel paper (tangible or electronic) on all chattel paper (tangible or electronic) currently existing or acquired or created in the future by the Borrower.

(h) The Lender may correct any patent errors in this Agreement or any financing statements or other documents executed in connection herewith.

(i) The Borrower shall inform the Lender in writing of any material adverse change in any of the representations and warranties of the Borrower under this Agreement, promptly after the Borrower shall learn of such change.

(j) The Borrower shall furnish to the Lender from time to time statements and schedules further identifying and describing the Property and such other reports in connection with the Property as the Lender may reasonably request, all in reasonable detail.

(k) The Borrower shall keep and maintain at the Borrower's own cost and expense complete and accurate records of the Property, including a record of all payments received and

all credits granted with respect to the Property and all other dealings with the Property. Upon request of the Lender, the Borrower shall make proper entries in such records disclosing the assignment of the Property to the Lender and shall segregate and mark such records with the Lender's name in a manner satisfactory to the Lender. If an Event of Default exists, the Borrower shall deliver such records to the Lender on demand.

(l) The Borrower shall promptly deliver to the Lender the certificates of title for any motor vehicles now or hereafter included in the Property that are subject to the title laws of any jurisdiction and shall join with the Lender in executing any documents and taking any actions necessary or desirable in the Lender's opinion to perfect the Lender's Liens in such vehicles. The Lender may retain possession of such certificates of title until this Agreement is terminated.

(m) The Borrower shall not file a release, amendment, partial release, or termination statement with respect to any of the Property without the Lender's prior written consent.

SECTION 5.2 Taxes and Assessments. The Borrower shall pay when due (as such due date may legally be extended, if applicable) all taxes, assessments and other charges levied or assessed against any of the Property, and all other claims that are or may become Liens against any of the Property, except any that are Permitted Encumbrances or that are being contested by Permitted Contesters; and should default be made in the payment of same, the Lender, at its option, may pay them.

SECTION 5.3 Insurance and Risk of Loss.

(a) The Borrower shall keep the Tangible Property insured in such amounts, with such companies and against such risks as may be reasonably satisfactory to the Lender, including insurance and/or letters of credit on that Inventory that is currently insured or backed by a letter of credit. All such policies shall name the Lender as an additional loss payee and shall contain an agreement by the insurer that they shall not be cancelled without at least 30 days prior written notice to the Lender. The Borrower shall cause duplicate originals of such insurance policies to be deposited with the Lender. If requested by the Lender, the Borrower shall, at least 10 days prior to the due date, furnish to the Lender evidence of the payment of the premiums due on such policies.

(b) The Borrower hereby assigns to the Lender each policy of insurance covering any of the Property, including all rights to receive the proceeds and returned premiums of such insurance. With respect to all such insurance policies, the Lender is hereby authorized, but not required, on behalf of the Borrower, to collect for, adjust and compromise any losses and to apply, at its option, the loss proceeds (less expenses of collection) to the Obligations, in any order and whether due or not, or to the repair, replacement or restoration of the Property, or to remit the same to the Borrower; but any such application or remittance shall not cure or waive any default by the Borrower and shall not operate to abate, satisfy or release any of the Obligations. If any insurance proceeds are received by the Borrower, the Borrower shall promptly apply such proceeds to the repair, replacement or restoration of the Property unless the Borrower receives contrary directions from the Lender.

(c) In case of a sale pursuant to the default provisions hereof, or any conveyance of all or any part of the Property in extinguishment of the Obligations, title to all such insurance policies and the proceeds thereof and unearned premiums with respect thereto shall pass to and vest in the purchaser of the Property.

(d) The risk of loss or damage to the Property is on the Borrower whether or not the Property is held by or controlled by the Lender.

SECTION 5.4 Care of Tangible Property; Notice of Loss, etc. The Borrower shall: (a) at all times maintain the Tangible Property in as good condition as it is now in, reasonable wear and tear alone excepted; (b) not use the Tangible Property, or permit it to be used, in violation of any Governmental Requirement; and (c) notify the Lender immediately in writing of any event causing material loss or depreciation in value of any of the Property and of the amount thereof (other than ordinary wear and tear).

SECTION 5.5 Filing Fees and Taxes. The Borrower agrees, to the extent permitted by law, to pay all recording and filing fees, revenue stamps, taxes and other expenses and charges payable in connection with the execution and delivery of the Credit Documents, and the recording, filing, satisfaction, continuation and release thereof.

SECTION 5.6 Use of Tangible Property. The Borrower agrees (a) to comply with the terms of any lease covering the premises on which any Tangible Property is located and all Governmental Requirements concerning such premises or the conduct of business thereon; (b) not to conceal or abandon the Tangible Property; and (c) not to lease or hire any of the Tangible Property to any person or permit the same to be leased or used for hire except pursuant to Permitted Encumbrances.

SECTION 5.7 Contracts.

(a) The Borrower shall perform all of the Borrower's obligations under each Contract in accordance with its terms and shall not commit or permit any default on the part of the Borrower thereunder that could constitute a breach of the Contract pursuant to its terms and/or the termination of the Contract. The Borrower shall not (1) cancel or terminate any material Contract or consent to or accept any cancellation or termination thereof; (2) modify any material Contract or give any consent, waiver or approval thereunder; (3) waive any default under any material Contract; or (4) take any other action in connection with any material Contract that would impair the value of the interests of the Borrower thereunder in any material respect or the interests of the Lender under this Agreement.

(b) Upon the Lender's request, the Borrower will either deliver to the Lender all executed original copies of the Contracts or mark conspicuously on each original copy the following legend:

NOTICE

This Agreement and the rights of Summit Financial Products, Inc. or Summit Products, LLC to receive all payments hereunder have been assigned to AmSouth Bank as collateral security under the Amended and Restated Security Agreement (General) dated _____, 2006.

(c) The Borrower shall notify the Lender promptly in writing of any matters affecting the value, enforceability or collectibility of any of the Contracts in any material respect, including material defaults, delays in performance, disputes, offsets, defenses, counterclaims, returns and rejections and all reclaimed or repossessed property.

SECTION 5.8 Application of Payments and Collections. The Borrower irrevocably waives the right to direct the application of any payments and collections at any time or times hereafter received by the Lender from or on behalf of the Borrower, and the Borrower irrevocably agrees that the Lender shall have the continuing exclusive right to apply and reapply any and all such payments and collections received at any time or times hereafter by the Lender or its agent against the Obligations, in such order and in such proportions as the Lender may deem advisable, whether due or not, and notwithstanding any entry by the Lender upon its books and records.

SECTION 5.9 Instruments, Documents and Tangible Chattel Paper. Immediately upon the Borrower's receipt of any Property that consists of or is evidenced or secured by an agreement, instrument, document or tangible chattel paper, the Borrower shall deliver each original thereof to the Lender, together with appropriate endorsements and assignments in form and substance acceptable to the Lender. The Borrower also authorizes the Lender to file financing statements describing such Property.

SECTION 5.10 Deposit Accounts, Investment Property, Letter of Credit Rights and Electronic Chattel Paper. The Borrower hereby grants to the Lender control of any of the Borrower's Deposit Accounts, Investment Property, letter of credit rights and electronic chattel paper, and the Borrower shall take all actions requested by the Lender that the Lender deems in its sole discretion advisable to establish the Lender's control over such Property, including obtaining the execution of control agreements by the holder of such accounts or Property. The Borrower also authorizes the Lender to file financing statements describing such Property.

SECTION 5.11 Visitation. The Borrower shall permit representatives of the Lender from time to time, upon two (2) Business Days written notice to the Borrower, (a) to visit and inspect the Property during the normal business hours of the Borrower, all records related thereto, the premises upon which any Property is located, and any of the other offices and properties of the Borrower; (b) during the normal business hours of the Borrower, to inspect and examine the Property and to inspect, audit, check and make abstracts from the books, records, orders, receipts, correspondence and other data relating to the Property or to any transactions between the Borrower and the Lender; (c) during the normal business hours of the Borrower, to discuss the affairs, finances and accounts of the Borrower, with and be advised as to the same by

the officers thereof, if a corporation, or if not by other responsible persons; and (d) to verify the amount, quantity, value and condition of, or any other matter relating to, the Property, all at such reasonable times and intervals as the Lender may desire. The Borrower hereby irrevocably authorizes and instructs any accountants acting for the Borrower to give the Lender any information the Lender may request regarding the financial affairs of the Borrower and to furnish the Lender with copies of any documents in their possession related thereto.

SECTION 5.12 Further Assurances. At the Borrower's cost and expense, upon request of the Lender, the Borrower shall duly execute and deliver, or cause to be duly executed and delivered, to the Lender such further instruments and do and cause to be done such further acts as may be reasonably necessary or proper in the opinion of the Lender or its counsel to perfect, preserve and protect the validity and priority of the Liens of the Lender in the Property and to carry out more effectively the provisions and purposes of this Agreement.

SECTION 5.13 Use and Operation. Whenever any of the Property is in the possession or control of the Lender, whether for perfection, enforcement or otherwise, the Borrower agrees to the Lender's unrestricted use and operation of the Property. The Borrower waives any rights it may have to require the Lender to keep all nonfungible Property segregated or separately identifiable and agrees that the Lender may commingle any and all of the Property (fungible or otherwise) with its own without any liability to the Borrower for so doing.

SECTION 5.14 Certification of the Borrower. At least annually, the Borrower shall give the Lender a certification, in written or other record form, attesting that the Borrower has not sold any of the Property unless expressly permitted by this Agreement or the Credit Agreement and has not changed any of the following without the prior written consent or prior notice, as required under Section 5.1 hereof, of the Lender: (a) the Borrower's legal name; (b) the state of the state of Borrower's incorporation or registration (if the Borrower was created by such state filing); (c) the Borrower's chief executive office; and (d) the Borrower's principal place of business.

ARTICLE 6

Events of Default

SECTION 6.1 Events of Default. The occurrence of any of the following events shall constitute an event of default (an "Event of Default") under this Agreement (whatever the reason for such event and whether or not it shall be voluntary or involuntary or be effected by operation of law or pursuant to any Governmental Requirement):

(a) any representation or warranty made in this Agreement shall prove to be false or misleading in any material respect as of the time made; or

(b) any report, certificate, financial statement or other instrument furnished in connection with the Credit or this Agreement, shall prove to be false or misleading in any material respect as of the time made; or

(c) default shall be made in the due observance or performance of any covenant, condition or agreement on the part of the Borrower to be observed or performed pursuant to the terms hereof; or

(d) any default or event of default, as therein defined, shall occur under any of the other Credit Documents (after giving effect to any applicable notice, grace or cure period specified therein); or

ARTICLE 7

Remedies

SECTION 7.1 Certain Rights of Lender After Default. If an Event of Default exists that does not already result in the automatic acceleration of the Obligations under another Credit Document, the Lender shall have, in addition to any other rights under this Agreement or the UCC or under applicable law, the right, without notice to the Borrower (or with notice to the Borrower if notice is required and cannot be waived under applicable law), to take any or all of the following actions at the same or different times:

(a) The Lender may charge, set-off and otherwise apply all or any part of the Obligations against the Deposit Accounts, or any part thereof, and may instruct any holder of any of the Deposit Accounts to pay the balance of such Deposit Accounts to or for the benefit of the Lender.

(b) The Lender may exercise any rights the Lender may have under any control agreements relating to the Property.

(c) The Lender may exercise any rights, powers and remedies of the Borrower in connection with any Contract or otherwise in respect of the Property, including any rights of the Borrower to demand or otherwise require payment of any amount under, or performance of any provision of, any Contract, and to modify, amend, terminate, replace, settle or compromise any Contract or any sum payable thereunder.

(d) The Lender may (1) notify Account Debtors that Accounts and Contracts have been assigned to the Lender, demand and receive information from Account Debtors with respect to Accounts and Contracts, forward invoices to Account Debtors directing them to make payments to the Lender, collect all Accounts and Contracts in the Lender's or the Borrower's name and take control of any cash or non-cash proceeds of Property; (2) enforce payment of any Accounts and Contracts, prosecute any action or proceeding with respect to Accounts and Contracts, extend the time of payment of Accounts and Contracts, make allowances and adjustments with respect to Accounts and Contracts and issue credits against Accounts and Contracts, all in the name of the Lender or the Borrower; (3) settle, compromise, extend, renew, release, terminate or discharge, in whole or in part, any Account or Contract or deal with the same as the Lender may deem advisable; and (4) require the Borrower to open all mail only in

the presence of a representative of the Lender, who may take therefrom any remittance on any of the Property.

(e) The Lender may (1) enter upon the premises of the Borrower or any other place where any Property is located, and through self-help and without judicial process, without first obtaining a final judgment or giving the Borrower notice and opportunity for a hearing and without any obligation to pay rent, remove the Property therefrom to the premises of the Lender or its agent for such time as the Lender may desire to collect or liquidate the Property; (2) require the Borrower to assemble the Tangible Property and make it available to the Lender at the Borrower's premises or any other place selected by the Lender, and to make available to the Lender all of the Borrower's premises and facilities for the purpose of the Lender's taking possession of, removing or putting the Tangible Property in salable form; and (3) use, and permit the Lender or any purchaser of any of the Property from the Lender to use, without charge, the Borrower's labels, General Intangibles and advertising matter or any property of a similar nature, as it pertains to or is included in the Property, in advertising, preparing for sale and selling any Property, and in finishing the manufacture, processing, fabrication, packaging and delivery of the Inventory; and the Borrower's rights under all licenses, franchise agreements and other General Intangibles shall inure to the Lender's benefit.

(f) The Lender, without demand of performance or other demand, advertisement or notice of any kind (except any notice required by law of a proposed disposition of a Property, which may be given in the manner specified in Section 8.1) to or upon the Borrower or any other person (all of which demands, advertisements and notices are hereby expressly waived, to the extent permitted by law), may forthwith collect, receive, appropriate, repossess and realize upon all or any part of the Property, and may forthwith sell, lease, license, assign, give options to purchase, or sell or otherwise dispose of and deliver all or any part of the Property (or contract to do so), in one or more parcels at public or private sale or sales, at any exchange, broker's board or at any of the Lender's offices or while situated on the Borrower's premises or elsewhere at such prices as the Lender may deem best, for cash or on credit or for future delivery without assumption of any credit risk. To the extent permitted by law, the Property shall be sold free of any right of redemption, which right of redemption the Borrower hereby releases. To the extent permitted by applicable law, the Borrower waives all claims, damages, and demands against the Lender arising out of the repossession, retention or sale of the Property.

SECTION 7.2 Repossession of the Property; Care and Custody of the Property; etc.

(a) The Borrower shall give the Lender written notice in the manner set forth in Section 8.1 within two Business Days of the date of repossession if the Borrower alleges that any other property of the Borrower was left on or in the repossessed Property at the time of repossession; and such notice shall be an express condition precedent to any action for loss or damages in connection therewith. After receiving any such notice the Lender will have a reasonable time to notify the Borrower as to where the Borrower can collect such property.

(b) The Borrower irrevocably invites the Lender and its agents to enter upon any premises on which any of the Property is now or hereafter located for all purposes related to the

Property, including repossession thereof, and consents to any such entry and repossession. Any such entry by the Lender or its agents shall not be a trespass upon such premises, and any such repossession shall not constitute conversion of any Property. The Borrower agrees to indemnify ~~and hold the Lender harmless against, and hereby releases the Lender from, any actions, claims,~~ costs, liabilities or expenses arising directly or indirectly from any entry upon such premises and any repossession of any Property, other than those arising from the Lender's gross negligence or willful misconduct.

(c) If the Lender shall repossess any Property at a time when no Event of Default exists and the repossessed Property is thereafter returned to the Borrower, the damages therefor, if any, shall not exceed the fair rental value of the repossessed Property for the time it was in the Lender's possession.

(d) The Lender shall be deemed to have exercised reasonable care in the custody and preservation of any Property in its possession if it takes such reasonable actions for that purpose as the Borrower shall request in writing, but the Lender shall have sole power to determine whether such actions are reasonable. Any omission to do any act not requested by the Borrower shall not be deemed a failure to exercise reasonable care.

SECTION 7.3 Application of Proceeds. Unless prohibited by applicable law, the Lender shall have the continuing exclusive right to apply and reapply the proceeds, including cash and noncash proceeds (sales on credit or notes and otherwise) resulting from the exercise of any of the rights, powers and remedies of the Lender under this Agreement, against the Obligations, in such order and in such proportions as the Lender may deem advisable. All expenses incurred, including all costs and expenses incurred in securing the possession of Property, moving, storing, repairing or finishing the manufacture of Property, and preparing the same for sale, shall become part of the Obligations secured hereby. The Obligors shall remain liable to the Lender for any deficiency.

SECTION 7.4 Attorney-in-Fact After Default. At any time when an Event of Default exists, the Lender or any other person serving as the Borrower's attorney-in-fact under Section 4.3 shall have the following powers (exercisable concurrently with or in addition to the powers granted to the Lender in Section 4.3): (a) to sell or assign any of the Property upon such terms, for such amounts and at such times as the Lender deems advisable and to execute any bills of sale or assignments in the name of the Borrower in relation thereto; (b) to take control, in any manner, of any item of payment on, or proceeds of the Property; (c) to use the information recorded on or contained in any data processing equipment and computer hardware and software relating to the Property to which the Borrower has access; (d) to settle, adjust, compromise, extend, renew, discharge, terminate or release the Property in whole or in part; (e) settle, adjust or compromise any legal proceedings brought to collect the Property; (f) to prepare, file and sign the Borrower's name on any proof of claim in bankruptcy or similar document against any Account Debtor; (g) to prepare, file and sign the Borrower's name on any notice of Lien, assignment or satisfaction or termination of Lien or similar document in connection with the Property; (h) to sign, authenticate or endorse the name of the Borrower upon any chattel paper (tangible or electronic), document, instrument, invoice or similar document or agreement relating to the Property; (i) to use the Borrower's stationery and to sign the name of the Borrower to

verifications of the Accounts and Contracts and notices thereof to Account Debtors; (j) to notify postal authorities to change the Borrower's mailing address to an address designated by the Lender for receipt of payments on Accounts and Contracts; (k) to enter into contracts or agreements for the processing, fabrication, packaging and delivery of Inventory as said attorney-in-fact or designee or the Lender may from time to time deem appropriate and charge the Borrower's account for any reasonable costs thereby incurred; (l) to receive all cash dividends otherwise payable to the Borrower; (m) to endorse and transfer Investment Property into the Lender's name or the name of its nominee and to cause new certificates to be issued in the name of the Lender or of such nominee; (n) to vote all or any part of the Investment Property; (o) exercise all of the Borrower's other rights, powers and remedies with respect to the Property; and (p) to do all acts and things necessary, in the Lender's sole judgment, to carry out the purposes of this Agreement or to fulfill the Borrower's obligations hereunder.

SECTION 7.5 No Obligation to Pursue Others. The Borrower agrees that the Lender has no obligation to attempt to satisfy the Obligations by collecting them from any other person liable for them and the Lender may release, modify or waive any collateral provided by any other person to secure any of the Obligations, all without affecting the Lender's rights against the Borrower. The Borrower waives any right it may have to require the Lender to pursue any other person for any of the Obligations, and that each of the Obligations may be enforced against the Borrower without the necessity of joining any other Obligor, any other holders of Liens in any Property or any other person, as a party.

SECTION 7.6 Compliance with Other Laws. The Lender may comply with any applicable state or federal law requirements in connection with a disposition of the Property and such compliance will not be considered adversely to affect the commercial reasonableness of any sale of the Property.

SECTION 7.7 Warranties of Title. The Lender may in its sole discretion disclaim any warranties of title or the like in the sale or other disposition of the Property. Such disclaimer will not be considered adversely to affect the commercial reasonableness of any sale of the Property.

SECTION 7.8 Default Rate. If an Event of Default exists, the Obligations shall bear interest at the Default Rate, until the earlier of (a) such time as all of the Obligations are paid in full or (b) no such Event of Default exists.

SECTION 7.9 Remedies Cumulative. The rights, powers and remedies of the Lender under this Agreement are cumulative and not exclusive of any other rights, powers or remedies now or hereafter existing at law or in equity.

ARTICLE 8

Miscellaneous

SECTION 8.1 Notices.

(a) Any request, demand, authorization, direction, notice, consent or other document provided or permitted by this Agreement shall be given in the manner, and shall be effective at the time, provided in Section 7.1 of the Credit Agreement described in Exhibit A.

(b) Ten Business Days written notice to the Borrower as provided above shall constitute reasonable notification to the Borrower when notification is required by law; provided, however, that nothing contained in the foregoing shall be construed as requiring ten Business Days' notice if, under applicable law and the circumstances then existing, a shorter period of time would constitute reasonable notice.

SECTION 8.2 Expenses. The Borrower shall promptly on demand pay all reasonable costs and expenses, including the reasonable fees and disbursements of counsel to the Lender, incurred by the Lender in connection with (a) the negotiation, preparation and review of this Agreement (whether or not the transactions contemplated by this Agreement shall be consummated), (b) the enforcement of this Agreement, (c) the custody and preservation of the Property, (d) the protection or perfection of the Lender's rights and interests under this Agreement in the Property, (e) the exercise by or on behalf of the Lender of any of its rights, powers or remedies under this Agreement and (f) the prosecution or defense of any action or proceeding by or against the Lender, the Borrower, any other Obligor, any Account Debtor, or any one or more of them, concerning any matter related to this Agreement, any of the Property, or any of the Obligations. Notwithstanding the foregoing, the Borrower shall not be required to reimburse the Lender for any costs or expenses incurred by the Lender because of the Lender's breach of its contractual obligations, gross negligence or willful misconduct. All such amounts shall bear interest from the date demand is made at the Default Rate and shall be included in the Obligations secured hereby. The Borrower's obligations under this Section 8.2 shall survive the payment in full of the Obligations and the termination of this Agreement.

SECTION 8.3 Heirs, Successors and Assigns. Whenever in this Agreement any party hereto is referred to, such reference shall be deemed to include the heirs, successors and assigns of such party or any other person who becomes bound by this Agreement as a debtor, except that the Borrower may not assign or transfer this Agreement without the prior written consent of the Lender (other than pursuant to the change of domicile merger permitted by Section 5.1 hereof); and all covenants and agreements of the Borrower contained in this Agreement shall bind the Borrower's heirs, successors and assigns or any other person who becomes bound by this Agreement as a debtor and shall inure to the benefit of the successors and assigns of the Lender.

SECTION 8.4 Joint and Several Liability. If the Borrower is comprised of more than one person or entity, all of the Borrower's representations, warranties, covenants and agreements under this Agreement shall be joint and several and shall be binding on and enforceable against either, any or all of the persons or entities comprising the Borrower. If any one or more of the persons or entities comprising the Borrower is in default, the Lender may exercise its remedies on default against all of the persons or entities comprising the Borrower.

SECTION 8.5 Independent Obligations. The Borrower agrees that each of the obligations of the Borrower to the Lender under this Agreement may be enforced against the

Borrower without the necessity of joining any other Obligor, any other holders of Liens in any Property or any other person, as a party.

~~SECTION 8.6 Governing Law. This Agreement shall be construed in accordance with and governed by Title 9 of the U.S. Code and the internal laws of the State of Alabama as required by mandatory provisions of law (without regard to conflict of law principles) and except to the extent that the validity and perfection of the Liens on the Property are governed by the laws of any jurisdiction other than the State of Alabama.~~

SECTION 8.7 Intentionally Omitted.

SECTION 8.8 Separability Clause. If any provision of the Credit Documents shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

SECTION 8.9 Counterparts. This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed an original, but all such counterparts shall together constitute but one and the same agreement.

SECTION 8.10 No Oral Agreements. This Agreement is the final expression of the agreement between the parties hereto, and this Agreement may not be contradicted by evidence of any prior oral agreement between such parties. All previous oral agreements between the parties hereto have been incorporated into this Agreement and the other Credit Documents, and there is no unwritten oral agreement between the parties hereto in existence.

SECTION 8.11 Waiver and Election. The exercise by the Lender of any option given under this Agreement shall not constitute a waiver of the right to exercise any other option. No failure or delay on the part of the Lender in exercising any right, power or remedy under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or remedy preclude any further exercise thereof or the exercise of any other right, power or remedy. No modification, termination or waiver of any provisions of the Credit Documents, nor consent to any departure by the Borrower therefrom, shall be effective unless in writing and signed by an authorized officer of the Lender, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given. No notice to or demand on the Borrower in any case shall entitle the Borrower to any other or further notice or demand in similar or other circumstances.

SECTION 8.12 No Obligations of Lender; Indemnification. The Lender does not by virtue of this Agreement or any of the transactions contemplated by the Credit Documents assume any duties, liabilities or obligations with respect to any of the Property unless expressly assumed by the Lender under a separate agreement in writing, and this Agreement shall not be deemed to confer on the Lender any duties or obligations that would make the Lender directly or derivatively liable for any person's negligent, reckless or wilful conduct. The Borrower agrees to indemnify and hold the Lender harmless against and with respect to any damage, claim, action, loss, cost, expense, liability, penalty or interest (including reasonable attorney's fees) and all costs and expenses of all actions, suits, proceedings, demands, assessments, claims and

judgments directly or indirectly resulting from, occurring in connection with, or arising out of: (a) any inaccurate representation made by the Borrower or any Obligor in this Agreement or any other Credit Document; (b) any breach of any of the warranties or obligations of the Borrower or any Obligor under this Agreement or any other Credit Document; and (c) the Property, or the Liens of the Lender thereon; provided, however, that this indemnity shall not extend to claims arising from the Lender's breach of its contractual obligations under the Credit Documents, gross negligence or willful misconduct. The provisions of this Section 8.12 shall survive the payment of the Obligations in full and the termination, satisfaction, release (in whole or in part) and foreclosure of this Agreement.

SECTION 8.13 Advances by the Lender. If the Borrower shall fail to comply with any of the provisions of this Agreement, the Lender may (but shall not be required to) make advances to perform the same, and where necessary enter any premises where any Property is located for the purpose of performing the Borrower's obligations under any such provision. The Borrower agrees to repay all such sums advanced upon demand, with interest from the date such advances are made at the Default Rate, and all sums so advanced with interest shall be a part of the Obligations. The making of any such advances shall not be construed as a waiver by the Lender of any Event of Default resulting from the Borrower's failure to pay such amounts.

SECTION 8.14 Rights, Liens and Obligations Absolute. All rights of the Lender hereunder, all Liens granted to the Lender hereunder, and all obligations of the Borrower hereunder, shall be absolute and unconditional and shall not be affected by (a) any lack of validity or enforceability as to any other person of any of the Credit Documents, (b) any change in the time, manner or place of payment of, or any other term of the Obligations, (c) any amendment or waiver of any of the provisions of the Credit Documents as to any other person, and (d) any exchange, release or non-perfection of any other collateral or any release, termination or waiver of any guaranty, for any of the Obligations.

SECTION 8.15 Borrower Liable on Contracts. Notwithstanding anything in this Agreement to the contrary (a) the Borrower shall remain liable under the Contracts to perform all of the Borrower's duties and obligations thereunder to the same extent as if this Agreement had not been executed, (b) the exercise by the Lender of any rights hereunder shall not release the Borrower from any of the Borrower's obligations under the Contracts, and (c) the Lender shall not have any obligation or liability under the Contracts by reason of this Agreement or the receipt by the Lender of any payment hereunder, nor shall the Lender be obligated to perform any of the obligations of the Borrower under the Contracts, to take any action to collect, file and enforce any claim for payment assigned to the Lender hereunder, or to make any inquiry as to the nature or sufficiency of any payment received by it or the adequacy of any performance by any party.

SECTION 8.16 Intentionally Omitted.

SECTION 8.17 Termination. This Agreement and the Lender's Liens in the Property hereunder will not be terminated until one of the Lender's officers signs a written termination agreement. Except as otherwise expressly provided for in this Agreement, no termination of this Agreement shall in any way affect or impair the representations, warranties, agreements or other

obligations of the Borrower or the rights, powers and remedies of the Lender under this Agreement with respect to any transaction or event occurring prior to such termination, all of which shall survive such termination. Even if all of the Obligations outstanding at any one time should be paid in full, this Agreement will continue to secure any Obligations that might later be owed the Lender until such written termination agreement has been executed by the Lender. In no event shall the Lender be obligated to terminate its Liens under this Agreement or return or release any of the Property to the Borrower (a) until the payment in full of all Obligations then outstanding, (b) if the Lender is obligated to extend Credit to the Borrower, (c) if any contingent obligation of the Borrower to the Lender remains outstanding or (d) until the expiration of any period for avoiding or setting aside any payment to the Lender under bankruptcy or insolvency laws.

SECTION 8.18 Reinstatement. This Agreement, the obligations of the Borrower hereunder, and the Liens, rights, powers and remedies of the Lender hereunder, shall continue to be effective, or be automatically reinstated, as the case may be, if at any time any amount applied to the payment of any of the Obligations is rescinded or must otherwise be restored or returned to the Borrower, any Obligor, or any other person (or paid to the creditors of any of them, or to any custodian, receiver, trustee or other officer with similar powers with respect to any of them, or with respect to any part of their property) upon the insolvency, bankruptcy, dissolution, liquidation or reorganization of the Borrower, any Obligor or any such person, or upon or as a result of the appointment of a custodian, receiver, trustee or other officer with respect to any of them, or with respect to any part of their property, or otherwise, all as though such payment had not been made.

SECTION 8.19 Submission to Jurisdiction. The Borrower irrevocably (a) acknowledges that this Agreement will be accepted by the Lender and performed by the Borrower in the State of Alabama; (b) submits to the jurisdiction of each state or federal court sitting in Jefferson County, Alabama (collectively, the "Courts") over any suit, action or proceeding arising out of or relating to this Agreement (to enforce the arbitration provisions hereof or, if the arbitration provisions are found to be unenforceable, to determine any issues arising out of or relating to this Agreement) or any of the other Credit Documents (individually, an "Agreement Action"); (c) waives, to the fullest extent permitted by law, any objection or defense that the Borrower may now or hereafter have based on improper venue, lack of personal jurisdiction, inconvenience of forum or any similar matter in any Agreement Action brought in any of the Courts; (d) agrees that final and non-appealable judgment in any Agreement Action brought in any of the Courts shall be conclusive and binding upon the Borrower and may be enforced in any other court to the jurisdiction of which the Borrower is subject, by a suit upon such judgment; (e) consents to the service of process on the Borrower in any Agreement Action by the mailing of a copy thereof by registered or certified mail, postage prepaid, to the Borrower at the Borrower's address designated in or pursuant to Section 8.1; (f) agrees that service in accordance with this Section 8.19 shall in every respect be effective and binding on the Borrower to the same extent as though served on the Borrower in person by a person duly authorized to serve such process; and (g) **AGREES THAT THE PROVISIONS OF THIS SECTION, EVEN IF FOUND NOT TO BE STRICTLY ENFORCEABLE BY ANY COURT, SHALL CONSTITUTE "FAIR WARNING" TO THE BORROWER THAT THE EXECUTION OF THIS AGREEMENT MAY SUBJECT THE BORROWER TO THE JURISDICTION**


OF EACH STATE OR FEDERAL COURT SITTING IN JEFFERSON COUNTY, ALABAMA WITH RESPECT TO ANY AGREEMENT ACTIONS, AND THAT IT IS FORESEEABLE BY THE BORROWER THAT THE BORROWER MAY BE SUBJECTED TO THE JURISDICTION OF SUCH COURTS AND MAY BE SUED IN THE STATE OF ALABAMA IN ANY AGREEMENT ACTIONS. Nothing in this Section 8.19 shall limit or restrict the Lender's right to serve process or bring Agreement Actions in manners and in courts otherwise than as herein provided.

SECTION 8.20 Arbitration. This Agreement incorporates by reference requirements for arbitration of disputes set forth in the Credit Agreement.

[Signature on following page]

IN WITNESS WHEREOF, the undersigned have caused this Agreement dated August 22, 2006 to be executed by their duly authorized representatives.

SUMMIT FINANCIAL PRODUCTS, INC.

By: 
Its: PRESIDENT

SUMMIT PRODUCTS, LLC

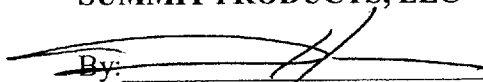
By: 
Its: MANAGER

EXHIBIT A

(Credit Documents)

The "Credit Documents" referred to in this Agreement include the following:

(a) Amended and Restated Credit Agreement dated August 22, 2006 executed by the Borrower and the Lender.

(b) Amended and Restated Master Note dated August 22, 2006 in the maximum principal amount of \$7,000,000 executed by the Borrower and delivered to the Lender

(c) This Agreement.

(d) Amended and Restated Guaranty Agreement dated August 22, 2006 executed by Daniel Lee Henderson in favor of the Lender.

(e) Purchase Agreement dated March 31, 2006 executed by Rhonda Faye Henderson, as Trustee of the Daniel Lee Henderson 2006 Irrevocable Trust dated March 30, 2006 and the Lender as amended August 22, 2006.

(f) Agreement Regarding Sale of Obligations dated March 31, 2006 executed by Summit Financial Products, Inc. and the Lender as amended on August 22, 2006.

(g) Assignment of Life Insurance Policy as Collateral Security dated March 31, 2006 and executed by Rhonda Faye Henderson, as Trustee of the Daniel Lee Henderson 2006 Irrevocable Trust dated March 30, 2006 in favor of the Lender.

(h) Hedge Agreement.

EXHIBIT B*

(Material Agreements, General Intangibles, Leases, etc.)

Part 1: Material Contracts

1. Warehousing and Shipping Agreement between Summit Toys and ENL Global, dated February 2, 2006
2. Distribution Agreement between Summit Financial Products, Inc. and Spin Master, Ltd., dated December 20, 2005
3. Indemnification Agreement between Summit Financial Products, Inc. and Dan Henderson, dated July 17, 2003
4. Indemnification Agreement between Summit Financial Products, Inc. and Mike Searls, dated July 17, 2003
5. Indemnification Agreement between Summit Financial Products, Inc. and Lisa Searls, dated July 17, 2003
6. Closed End Motor Vehicle Lease Agreement between Summit Financial Products, Inc. and Lexus of Nashville, dated April 19, 2005
7. GMAC SmartLease Agreement between Summit Financial Products, Inc. and Medved Chevrolet South, Inc., dated May 12, 2005
8. Master Terms and Conditions for Purchase Orders with HSN LP, (unsigned; agreement says it becomes effective with shipping of goods in response to or otherwise accepting a purchase order)
9. Sales Representative Agreement between Summit Financial Products, Inc. and Toy 'N Around, dated June 1, 2004
10. Agreement between Summit Products, Inc. and IMA-Hong Kong, Ltd., dated January 1, 2005, appointing IMA as Summit's authorized representative and buying agent in Southeast Asia
11. Tooling Agreement between IMA-Hong Kong, Limited and Royal Top Industrial (HK) Ltd. And Cansum Industries Limited, dated June 7, 2005
12. Policy of Credit Insurance between Continental Casualty Company and Summit Financial Products, Inc., term: July 1, 2005 through June 30, 2006
13. Wholesale Vendor Purchase Program Agreement between Costco Canada and Summit Products, Inc., dated April 3, 2003

14. Supplier Agreement between Wal-Mart and Summit Products, Inc. ("Supplier"), dated September 22, 2004 (terminating one year later per Section 27 unless extended or renewed)

15. Vendor Agreement between Costco Taiwan and Summit Products, Inc., dated July 9, 2002
16. Indemnity Agreement between Musicland Retail, Inc. and Summit Products, Inc., dated November 17, 2004
17. Vendor Agreement and Insurance and Indemnification Agreement between Blain Supply, Inc. and Summit Products, Inc., dated December 8, 2004 (unsigned).
18. Vendor Agreement between Meijer Distribution, Inc. and Summit Products, Inc., dated August 12, 2005
19. Vendor Agreement between Shopko Stores, Inc. and Summit Products, Inc., dated April 6, 2005, dated November 8, 2004
20. Vendor Agreement between Target and Summit Products, Inc., dated September 14, 2005
21. Vendor Agreement between Wal-Mart and Summit Products, Inc., dated October 1, 2004
22. Sales Representative Agreement between Summit Financial Products, Inc. and Fragel Sales, Inc., dated March 1, 2005.
23. Master Purchase Agreement between Hammacher Schlemmer and Summit Products, Inc., dated March 22, 2004; revised agreement dated April 4, 2005
24. Vendor Agreement between Kmart Corporation and Summit Products, Inc., dated September 20, 2004
25. Exit Strategy Agreements between BJ's Wholesale Club and Summit Financial Products, Inc., dated February 25, 2005, July 27, 2005
26. Vendor Agreement between Best Buy Purchasing, LLC and Summit Products, Inc., dated March 14, 2005
27. Customer Centricity Confidentiality Agreement between Best Buy Co., Inc. and Summit Products, Inc., dated February 7, 2005.
28. Vendor Agreement between Dillard's and Summit Products, Inc., dated April 6, 2005.
29. Vendor Agreement between Discovery Channel Store, Inc. and Summit Products, Inc., dated May 11, 2004.

30. Vendor Agreement between Fingerhut Direct Marketing, Inc. and Summit Financial Products, Inc., dated April 5, 2005.

31. Tooling Agreement between Summit Products, Inc. and Royal Top Industrial (HK) Ltd. and Cansum Industries Limited re Youniverse Amazing Money Jar, dated August 9, 2004; re Youniverse Remote Control Light, dated August 9, 2004; re Youniverse Picture Frame Safe, dated February 16, 2004; re Youniverse Light Show Fan, dated August 9, 2004.
32. Tooling Agreement between Summit Products, Inc., Victory Link Industrial Limited, and Ralot Industries Limited, dated August 30, 2004.
33. Tooling Agreement between Summit Products, Inc. and Silver Manufactory Holdings Company Limited, dated November 27, 2003.
34. Tooling Agreement between Summit Products, Inc., Perfect More Industries Limited, and Tetravalence Electronics Mfg Ltd, dated August 26, 2004.
35. Tooling Agreement between Summit Products, Inc., Dongguan City Shipai Town Hongli Mould Factory, and Join Win International Industries Limited/Join Win Toys Manufacturing Factory, dated March 7, 2005.
36. Merchandising License Agreement between Summit Products, Inc. and Spider-Man Merchandising, L.P., dated February 2, 2006
37. License Agreement between Summit Financial Products, Inc. and Shoot the Moon Products II, LLC re Techno-Tracker, dated July 23, 2004; re Channel Surfer, dated July 23, 2004; re Sneak-n-Speak, dated July 23, 2004.
38. License Agreement between Summit Financial Products, Inc. and Barbara Yaney, dated September 15, 2003.
39. License Agreement between Summit Financial Products, Inc. and Shoot the Moon Products II, LLC re Big Bam Booms/Mini Big Booms, dated June 1, 2005; re Pocket Antz and Pocket Bugz, dated December 15, 2004; re Pocket Bugz, dated December 15, 2004; re Bug Podz, dated December 15, 2004; re Pocket Antz, dated December 15, 2004; re Digital Bug Finder and re Treetop Periscope, both dated July 8, 2005.
40. License Agreement between Summit Financial Products, Inc. and KID Group re Super Bug Listener, dated March 9, 2005; re Rockin' Ringer, dated March 9, 2005.
41. License Agreement between Summit Financial Products, Inc. and Shoot the Moon Products II, LLC re Sonic Probe, dated September 7, 2005; re Video Bug Lab, dated July 8, 2005.

42. License Agreement between Summit Financial Products, Inc. and IDEO re Talk Tracks, dated July 20, 2004.

- ~~43. License Agreement between Summit Financial Products, Inc. and KID Group re Tamagotchi Bank, dated March 25, 2005; re Boomin Bank, dated March 25, 2005; re Remote Night Bug Vacuum, dated March 9, 2005.~~
44. License Agreement between Summit Financial Products, Inc. and Schultzeworks, Inc. re Time Light, dated May 18, 2004; re Armored Car Bank, dated June 24, 2003.
45. License Agreement between Summit Financial Products, Inc. and IDEO re Instant Replay, dated June 23, 2005.
46. License Agreement between Summit Financial Products, Inc. and Rehco LLC re Door Dude, dated July 20, 2004; re Nicknamer, dated July 20, 2004.
47. License Agreement between Summit Financial Products, Inc. and Design Group Associates re Flexi Tunes, dated March 18, 2004.
48. License Agreement between Summit Financial Products, Inc. and Rehco LLC re Music Mouse, dated October 13, 2004.
49. License Agreement between Summit Financial Products, Inc. and Paul D. Hillman re Twistos, dated September 1, 2001.
50. License Agreement between Summit Financial Products, Inc. and Design Group Associates re Zoom Camera, dated July 20, 2004.
51. License Agreement between W.C. Bradley Co. and Summit Financial Products, Inc. re trademarks, dated May 24, 2002.
52. Form of License Agreement between Summit Financial Products, Inc. and Shoot the Moon Products II, LLC, dated January 2004 (unsigned)
53. Service Agreement between Summit Products and ITC DeltaCom, dated May 28, 2004
54. Employment Agreement between Summit Financial Products, Inc. and Michael J. Searls, dated January 1, 2003; a new agreement will be effective after closing of the merger.
55. Employment Agreement between Summit Financial Products, Inc. and Dan Henderson, dated January 1, 2003.
56. Accounts Payable Vendor Setup/Change Form between Summit Products, Inc. and Saks Incorporated (Parisian)
57. Deal Sheet between Summit Products, Inc. and Imaginarium, dated July 3, 2003

58. Deal Sheet between Summit Products, Inc. and Family Toy, dated March 2, 2001 (one year term)
59. Deal Sheet between Summit Products, Inc. and Duckwall-Alco, dated March 15, 2002
60. Employment Proposal from Summit Financial Products, Inc. to Jeff Choff, dated February 25, 2002
61. St. Paul's Travelers Renewal Notice, policy period September 20, 2005 through September 20, 2006

Part 2: Patents, Patent Applications, Trademarks, Trade Names, Service Marks, Logos, Copyrights, Copyright Applications; Material Registrations, Licenses, Permits, and Franchises

Federally Registered Trademarks

MARK	REG. NO.	SERIAL NO.	REGISTRATION DATE
WORLD OF MONEY ALLOWANCE KIT*	2,285,754	75/013,143	10/12/1999
YOUNIVERSE (and Design)**	2,967,934	76/557,920	7/12/2005
WORLD OF MONEY	2,310,458	75/434,416	1/25/2000
*Pursuant to 3/31/06 Agreement between M.Searls and Summit Financial Products, Inc.			
**Registration has clerical error referencing Summit Financial Products, Inc. as an Alabama Corp.			

Pending Trademark Applications

MARK	SERIAL NO.	FILING DATE
BACKYARD SAFARI*	76/652,208	12/20/2005
BOOM BLASTERS*	76/652,209	12/20/2005
*Applications have clerical error referencing Summit Financial Products, Inc. as an Alabama Corp.		

Design Patents

TITLE	APP. NO.	PATENT NO.	ISSUANCE DATE
ATM toy bank	29/162,739	D470543	2/18/2003
Bank	29/040,010	D390332	2/3/1998

Unregistered Trademarks, Trade Names, Service Marks and Logos

1. Summit Financial Products, Inc.
2. World of Money, Corp.
3. Summit Financial Publishing
4. Summit Fulfillment Services
5. Summit Public Relations
6. Summit Distributions Services
7. Summit Products
8. Summit Toy
9. Summit Toys

Copyrights – no registered copyrights

Licenses

See item 36 through item 52 in Part 1 above

Part 3: Leases in which the Borrower is Lessor

None

Part 4: Leases in which the Borrower is Lessee

1. Closed End Motor Vehicle Lease Agreement between Summit Financial Products, Inc. and Lexus of Nashville, dated April 19, 2005
2. GMAC SmartLease Agreement between Summit Financial Products, Inc. and Medved Chevrolet South, Inc., dated May 12, 2005

* All material agreements, general intangibles, leases and other items listed on this Exhibit B have been, to the extent permitted by applicable law, assigned by Summit Financial Products, Inc. and assumed by Summit Products, LLC.

EXHIBIT C

(Locations)

A. Locations:

1. Address(es) of the Borrower's place(s) of business and chief executive office (if the Borrower has more than one place of business):

7291 Gadsden Highway
Trussville, Alabama 35173

2. Address(es) where Borrower keeps the Borrower's records concerning Accounts:

7291 Gadsden Highway
Trussville, Alabama 35173

3. Address(es) of property owned by the Borrower on which any Tangible Property is or will be located:

4. Address(es) of property leased by the Borrower on which any Tangible Property is or will be located:

7291 Gadsden Highway
Trussville, Alabama 35173

B. State of Formation:

1. State of incorporation or registration (if the Borrower was created by such state filing):

Colorado – Summit Financial Products, Inc.
Delaware – Summit Products, LLC

EXHIBIT D

(Permitted Encumbrances)

1. The Lien of ad valorem taxes for taxes that are not yet due and payable at the time under consideration.
2. The Liens granted to the Lender under this Agreement.
3. Other Liens of the Lender.
4. The Liens permitted by Section 5.15(f) of the Credit Agreement.

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