

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		SECURITY INTEREST	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Red Mat Holdings, LLC		08/31/2011	LIMITED LIABILITY COMPANY: CONNECTICUT
RECEIVING PARTY DATA			
Name:	Mr. Tim Sonnentag		
Street Address:	205 North Street		
Internal Address:	P.O. Box 100		
City:	Marathon		
State/Country:	WISCONSIN		
Postal Code:	54448		
Entity Type:	INDIVIDUAL: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3282441	Q	
Registration Number:	3305579	BE WELL WHERE EVERYDAY WELLNESS BEGINS	
CORRESPONDENCE DATA			
Fax Number:	(414)238-6625		
Phone:	414-287-1401		
Email:	agerasim@vonbriesen.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Alexander M. Gerasimow		
Address Line 1:	411 East Wisconsin Avenue		
Address Line 2:	Suite 700		
Address Line 4:	Milwaukee, WISCONSIN 53202		
ATTORNEY DOCKET NUMBER:	15715-38		
NAME OF SUBMITTER:	Alexander M. Gerasimow		

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Signature:	/AMG/
Date:	10/06/2011
Total Attachments: 7 source=Security Interest#page1.tif source=Security Interest#page2.tif source=Security Interest#page3.tif source=Security Interest#page4.tif source=Security Interest#page5.tif source=Security Interest#page6.tif source=Security Interest#page7.tif	

TRADEMARK COLLATERAL ASSIGNMENT AGREEMENT

This Trademark Collateral Assignment Agreement (the "Agreement"), dated as of this 31st day of August, 2011, is made by Red Mat Holdings LLC ("Holdings"), 86 Kohary Drive, Milford, Connecticut 06460, in favor of Tim Sonnentag ("Assignee"), c/o County Materials Corp., 205 North Street, PO Box 100, Marathon WI 54448-0100.

RECITALS

WHEREAS, Holdings wishes to secure (i) the payment of all indebtedness evidenced by the issuance by Red Mat Media, Inc. ("Red Mat") to Assignee of its 4% Convertible Note dated AUGUST 31, 2011 in the aggregate original principal amount of \$500,000 (the "Note"); (ii) the performance of any and all of Red Mat's obligations and liabilities under the Note; (iii) the performance of Holdings' obligations and liabilities hereunder; and (iv) all other debts, obligations, and liabilities of Red Mat or another signatory to or in favor of Assignee; and (v) all other loans, notes and all other debts, liabilities and obligations of every kind owing by the Red Mat to the Assignee, whether direct or indirect, absolute or contingent, liquidated or unliquidated whether of the same or a different nature and whether existing now or in the future, including interest thereon and all costs, expenses and reasonable attorneys' fees paid or incurred by the Assignee at any time before or after judgment in attempting to collect any of the foregoing, to realize on any collateral securing any of the foregoing, and to enforce this Agreement (all of the obligations and liabilities described in the preceding clauses (i)-(v) being here and collectively called the "Obligations"); and

WHEREAS, in order to induce the Assignee to make the loan to Red Mat evidenced by the Note, Holdings has agreed to assign to the Assignee certain trademark rights. This Agreement is being executed in connection with the Note under which the Assignee is granted, among other things, a lien on and security interest in the Trademarks (as defined in Section 1, below) whereby the Assignee shall have the right to foreclose on the Trademarks in the event of the occurrence and continuance of an event of default under the Note.

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

1. Security Interest. To secure the payment and performance of the Obligations and for other good and valuable consideration, receipt of which is hereby acknowledged, Holdings hereby grants, assigns and conveys to the Assignee the entire right, title and interest in and to the trademark applications and trademarks listed in Exhibit A hereto, including without limitation all products and proceeds thereof (such as, by way of example, proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world, and the goodwill of the business to which each trademark relates (collectively called the "Trademarks").

2. Covenants and Warranties as to Trademarks. Holdings covenants and warrants that:

(a) The Trademarks are subsisting and have not been adjudged invalid or unenforceable, in whole or in part;

(b) To the best of Holdings' knowledge, each of the Trademarks is valid and enforceable;

(c) Holdings is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Trademarks, free and clear of any liens, charges and encumbrances, including without limitation pledges, assignments, licenses, registered user agreements, and covenants by Holdings not to sue third persons;

(d) Holdings has the unqualified right to enter into this Agreement and perform its terms and has entered and will enter into written agreements with each of its present and future employees, agents and consultants which will enable it to comply with the covenants herein contained;

(e) No claim has been made that the use of any of the Trademarks does or may violate the rights of any third person;

(f) Holdings has used and will continue to use for the duration of this Agreement, proper statutory notice in connection with its use of the Trademarks; and

(g) Holdings has used, and will continue to use for the duration of this Agreement, consistent standards of quality in its manufacture of products and services sold under the Trademarks.

3. Inspection. Holdings hereby grants to the Assignee and its representatives and agents the right to visit and inspect Assignor's facilities and to inspect products and quality control records relating thereto at reasonable times during reasonable business hours. Holdings shall do any and all acts required by the Assignee to ensure Holdings' compliance with paragraph 2(g).

4. No Conflicting Agreements. Holdings agrees that, until all of the Obligations shall have been satisfied in full, it will not enter into any agreement (for example, a license agreement) which is inconsistent with Holdings' obligations under this Agreement, without the Assignee's prior written consent.

5. Future Trademarks. If, before the Obligations shall have been satisfied in full, Holdings shall obtain rights to any new trademarks, Section 1 shall automatically apply thereto and Holdings shall give to the Assignee prompt notice thereof in writing.

6. Future Modification. Holdings authorizes the Assignee to modify this Agreement by amending Exhibit A to include any future trademarks and trademark applications which are Trademarks under Section 1 or Section 5 hereof.

7. License to Assignor. Unless and until there shall have occurred and be continuing a Default Event (as defined in the Note), the Assignee hereby grants to Holdings the exclusive, nontransferable right and license to use the Trademarks on and in connection with products and services sold by Holdings, for Holdings' own benefit and account and for none other. Holdings agrees not to sell or assign its interest in, or grant any sublicense under, the license granted to Holdings in this Section 7, without the prior written consent of the Assignee.

8. Termination of License; Sale. If any Default Event shall have occurred, Holdings' license under the Trademarks as set forth in Section 7, shall terminate forthwith, and the Assignee shall have, in addition to all other rights and remedies given him by this Agreement, by the Note, by any other Loan Document, those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Trademarks may be located and, without limiting the generality of the foregoing, the Assignee may immediately, without demand of performance and without other notice (except as set forth next below) or demand whatsoever to Holdings, all of which are hereby expressly waived, and without advertisement, sell at public or private sale or otherwise realize upon, in Milford, Connecticut, or elsewhere, the whole or from time to time any part of the Trademarks, or any interest which Holdings may have therein, and after deducting from the proceeds of sale or other disposition of the Trademarks all expenses (including all reasonable expenses for brokers' fees and legal services), shall apply the residue of such proceeds toward the payment of the Obligations. Notice of any sale or other disposition of the Trademarks given to Holdings at least five (5) days before the time of any intended public or private sale or other disposition of the Trademarks is to be made shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, any third person or the Assignee may, to the extent permissible under applicable law, purchase the whole or any part of the Trademarks sold, free from any right of redemption on the part of Holdings, which right is hereby waived and released.

9. Appointment as Agent for Assignor. If any Default Event shall have occurred, Holdings hereby authorizes and empowers the Assignee to make, constitute and appoint any officer or agent of the Assignee, as the Assignee may select in its exclusive discretion, as Holdings' true and lawful attorney-in-fact, with the power to endorse Holdings' name on all applications, documents, papers and instruments necessary for the Assignee to use the Trademarks, or to grant or issue any exclusive or nonexclusive license under the Trademarks to any third person, or necessary for the Assignee to assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to any third person. Holdings hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be deemed coupled with an interest and shall be irrevocable for the life of this Agreement. Holdings further ratifies and approves all actions taken pursuant to the foregoing power of attorney whether taken by the Assignee or by any other person or persons designated by the Assignee, and the Assignee will not be liable for any acts or omissions or for any error of judgment or mistake of fact or law other than those occasioned by willful misconduct.

10. Reconveyance to Assignor. At such time as all of the Obligations are satisfied, and Assignor does not have any obligation or commitment under the Note, this Agreement shall terminate and the Assignee shall execute and deliver to Holdings all deeds, assignments and other instruments as may be necessary or proper to re-vest in Holdings full title to the

Trademarks, subject to any disposition thereof which may have been made by the Assignee pursuant hereto.

11. Attorneys' Fees and Costs. Any and all fees, costs and expenses, of whatever kind or nature, including the reasonable attorneys' fees and legal expenses incurred by Assignee in connection with the preparation of this Agreement and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or otherwise protecting, maintaining or preserving the Trademarks, or in defending or prosecuting any actions or proceedings arising out of or related to the Trademarks, or this Agreement, shall be borne and paid by Holdings on demand by the Assignee and until so paid shall be added to the principal amount of the Obligations and shall bear interest at the highest rate prescribed in the Note.

12. Pending Applications; Maintenance. Holdings shall have the duty to prosecute diligently any trademark applications of the Trademarks pending as of the date of this Agreement or thereafter until the Obligations shall have been paid in full, to make application on registerable but unregistered Trademarks that would be necessary or economically desirable in the operation of Holdings's business, and to preserve and maintain all rights in pending applications and the Trademarks, including without limitation the payment of all maintenance fees. Any expenses incurred in connection with such an application shall be borne by Holdings. Holdings shall not abandon any Trademarks without the consent of the Assignee, which consent shall not be unreasonably withheld. Holdings shall have the right, with the prior written consent of the Assignee, which will not be unreasonably withheld, to bring any opposition proceedings, cancellation proceedings, or lawsuits in its own name to enforce or protect Trademarks, in which event the Assignee may, if necessary, be joined as a nominal party to such suit if the Assignee shall have been satisfied that it is not thereby incurring any risk of liability because of such joinder. Holdings shall promptly, upon demand, reimburse and indemnify the Assignee for all damages, costs and expenses, including attorneys' fees incurred by the Assignee in the fulfillment of the terms of this Section 12.

13. Remedies Cumulative. All of the Assignee's rights and remedies with respect to the Trademarks, whether established hereby or by the Note, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently.

14. Severability. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in another jurisdiction, or any clause or provision of this Agreement in any jurisdiction.

15. Notices. All communications or notices required or permitted by this Agreement shall be in writing and shall be deemed to have been given or made when delivered in hand, sent by confirmed facsimile transmission, or three (3) days following deposit in the United States mails. Communications or notices shall be delivered personally, sent by facsimile transmission or sent by first class mail, postage prepaid, and shall be addressed as follows, unless and until either of the parties notifies the other in accordance with this Section of a change of address:

if to Holdings: Red Mat Holdings LLC
86 Kohary Drive
Milford, Connecticut 06460
Fax Number:
Attn:

if to the Assignee: County Materials Corp.
205 North Street
PO Box 100
Marathon WI 54448-0100
Fax Number:
Attn: Tim Sonnentag

16. Submission to Jurisdiction. The Assignee may enforce any claim arising out of this Agreement in any state or federal court having subject matter jurisdiction and located in or for Milwaukee County, Wisconsin. For the purpose of any action or proceeding instituted with respect to any such claim, Holdings hereby irrevocably submits to the personal jurisdiction of such courts. Nothing herein contained shall affect the right of the Assignee, or preclude the Assignee at its option, from bringing an action or proceeding in respect hereof in any other state or place having jurisdiction over such action. Holdings hereby irrevocably waives, to the fullest extent permitted by law, any objection which it may now or hereafter have to the laying of the venue of any such suit, action or proceeding brought in any court located in or for Milwaukee County, Wisconsin and any claim that any such suit, action or proceeding brought in such a court has been brought in an inconvenient forum.

17. Successors and Assigns. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.

18. Governing Law. The validity and interpretation of this Agreement and the rights and obligations of the parties shall be governed by the laws of the State of Wisconsin, without regard to conflict of law provisions, internal or where required, by federal law applicable to trademarks specifically. The headings in this instrument are for convenience of reference only and shall not limit or otherwise affect the meaning of any provision.

19. Recordation of Agreement. Assignor hereby grants the Assignee and its representatives the authority and power to record this Agreement with the U.S. Trademark Office.

EXHIBIT A

TRADEMARK	REGISTRATION NO.	FILING DATE	STATUS
Q	3282441	05/27/2005	Registered
BE WELL WHERE EVERYDAY WELLNESS BEGINS	3305579	12/04/2006	Registered

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