

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
BURNFREE ENTERPRISES, LLC		11/15/2010	LIMITED LIABILITY COMPANY: UTAH
RECEIVING PARTY DATA			
Name:	LEON P. GEIGER		
Street Address:	Renaissance II Apt. 601, South Ocean Blvd.		
City:	Pompano Beach		
State/Country:	FLORIDA		
Postal Code:	33062		
Entity Type:	INDIVIDUAL: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	74464889	BURN FREE	
Serial Number:	78154308	BURN FREE	
CORRESPONDENCE DATA			
Fax Number:	4199310003		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	4199310003 x152		
Email:	steve@bnip.com		
Correspondent Name:	Stephen Nipper		
Address Line 1:	913 S. Allante Place		
Address Line 4:	Boise, IDAHO 83709-1612		
ATTORNEY DOCKET NUMBER:	1305-003		
NAME OF SUBMITTER:	Stephen M. Nipper		
Signature:	/Stephen M. Nipper/		

OP \$65.00 74464889

Date:

07/11/2012

Total Attachments: 17

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**LIMITED LIABILITY COMPANY MEMBERSHIP INTEREST
PLEDGE AGREEMENT**

entered into by and among:

XJ ENTERPRISES, LLC
a Delaware limited liability company,
“Pledgor”

and

LEON P. GEIGER,
an individual
“Secured Party”

and

BURNFREE ENTERPRISES, LLC
a Utah limited liability company
“Company”

Effective as of November 15, 2010
Salt Lake City, Utah

TRADEMARK
REEL: 004819 FRAME: 0284

**LIMITED LIABILITY COMPANY MEMBERSHIP INTEREST
PLEDGE AGREEMENT**

This **LIMITED LIABILITY COMPANY MEMBERSHIP INTEREST PLEDGE AGREEMENT** (this "*Agreement*") is made and entered into as of November 15, 2010, by **BURNFREE ENTERPRISES, LLC**, a Utah limited liability company (the "*Company*"), and **XJ ENTERPRISES, LLC**, a Delaware limited liability company ("*Principal*" and "*Pledgor*"), in favor of **LEON P. GEIGER**, an individual ("*Secured Party*"). Capitalized terms used and not otherwise defined herein are used with the meanings set forth in the Uniform Commercial Code as adopted by the State of Utah (as amended and as may be amended hereafter, the "*UCC*").

A. Principal is a legal and beneficial owner of █% of the issued and outstanding membership interests (the "*Current Equity Interests*") of the Company; and

B. In order to induce Secured Party and/or its affiliates to make a commercial loan and/or extend certain business credit (as the case may be, the "*Loan*") to Nostalgia Products, LLC (the "Borrower"), evidenced by that certain Secured Promissory Note executed by Borrower in favor of Secured Party as of, on or about even date herewith in the stated original principal amount of \$█ (together with all substitutions, consolidations, amendments, modifications, replacements, restatements, increases, renewals, and extensions thereof, in whole or in part, the "*Note*") and Pledgor is willing to execute this Agreement securing the payment and performance of each of the following (collectively, the "*Obligations*"), by granting a security interest in favor of Secured Party as herein provided:

- (1) The obligations of Borrower under the Note;
- (2) Pledgor's obligations (if any) under each other Loan Document (as defined in the Note) to which such Pledgor is a party, as such Loan Documents may be modified or amended hereafter; and
- (3) all other covenants and obligations of Pledgor identified hereunder as "Obligations";

NOW, THEREFORE, in consideration of the premises set forth above and the representations, warranties, covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Pledgor hereby agrees as follows:

1. Security Interest. Subject to the terms and conditions set forth herein, Pledgor hereby assigns, pledges, transfers, sets over, hypothecates and delivers to Secured Party, and hereby grants to Secured Party, a first-priority lien on and security interest in the following (collectively, the "*Collateral*"):

(a) all of the Current Equity Interests;

(b) all other right, title and interest of Pledgor, whether now owned or hereafter acquired, in and to (1) any capital stock, membership interests, partnership interests or other equity securities of the Company, (2) any securities of the Company convertible into capital stock, membership interests, partnership interests or other equity securities of the Company, and (3) any right, warrant or option to acquire any of the foregoing (collectively, including the Current Equity Interests, the "*Equity Interests*");

(c) all substitutions, renewals, or replacements of and additions to, and accessions and accumulations to, any of the foregoing;

(d) any and all certificates or other Instruments or documents representing any of the foregoing; and

(e) all Proceeds, products, replacements and substitutes of any of the foregoing, and any property of any character whatsoever into which any of the foregoing may be converted, and any and all distributions paid, received or declared in respect thereof.

The lien created hereby shall be prior to all other liens, claims, security interests, options, charges or encumbrances whatsoever (collectively, "*Encumbrances*").

2. Security for Obligations. This security interest and pledge is made to secure the full and timely payment and performance of each and every Obligation.

3. Perfection. All certificates or Instruments evidencing or constituting any of the Collateral which consists of stocks, certificated securities, notes or other Instruments shall be delivered to Secured Party, and shall be in suitable form for transfer by delivery, or shall be accompanied by duly executed instruments of transfer or assignments in blank, all in form and substance acceptable to Secured Party. Any other collateral in which a security interest may not be perfected under the UCC without Secured Party taking possession of such Collateral shall likewise be delivered to and held by or on behalf of Secured Party. If any Collateral is not delivered to Secured Party and a security interest in that Collateral may be perfected under the UCC by a proper filing of a financing statement, Pledgor hereby agrees that Secured Party may cause UCC financing statements (and continuation statements) to be filed at Pledgor's expense and may take (and/or require Pledgor or the Company to take) any other actions necessary, appropriate or advisable to perfect the lien in favor of Secured Party hereunder and protect the priority thereof.

4. Voting Rights. With respect to any units of membership interest or partnership interest, shares of capital stock or other securities comprising part of the Collateral pursuant to this Agreement, and so long as an Event of Default (as defined in Section 8 below), subject to the

right to cure, shall not have occurred and be continuing, Pledgor shall be entitled to exercise any and all voting and/or consensual rights and powers relating to or pertaining to the pledged Collateral for any purpose not inconsistent with the terms hereof (including without limitation the provisions of Sections 7(b), 7(c) and 7(d) below). If an Event of Default (subject to the right to cure) shall have occurred and be continuing, Secured Party shall be entitled to exercise any and all voting and/or consensual rights or powers relating or pertaining to the pledged Collateral as provided in Section 9 below.

5. Dividends; Distributions. With respect to any units of membership interest or partnership interest, shares of capital stock or other securities comprising part of the Collateral pursuant to this Agreement, and so long as an Event of Default (subject to the right to cure) shall not have occurred and be continuing and so long as such action such not constitute or result in a Default (as defined in the Note), and subject to the right to cure as provided in the Note, any cash dividends or distributions paid or distributed in respect of the pledged Collateral shall be distributed to the Pledgor; *provided, however,* that Secured Party shall be entitled to receive directly, and to retain as part of the Collateral in accordance with the terms of this Agreement, and in the same manner as any Equity Interests originally pledged hereunder:

(a) all Equity Interests, shares or units of additional stock, membership interest, partnership interest or securities or property paid or distributed by way of dividend in respect of the Collateral;

(b) all Equity Interests, shares or units of additional stock, membership interest, partnership interest or other securities or property paid or distributed in respect of the Collateral by way of stock split, spin-off, split-up, reclassification, combination of Equity Interests or similar rearrangement;

(c) all Equity Interests, shares or units of additional stock, membership interest, partnership interest or securities or property which may be paid in respect of the Collateral by reason of any consolidation, merger, exchange of stock, conveyance of assets, liquidation or similar corporate reorganization or other disposition of Collateral; and

(d) any Equity Interests, stock, membership interest, partnership interest or securities acquired upon the exercise or conversion of any options, warrants or securities paid or distributed in respect of the Collateral.

If an Event of Default (subject to the right to cure) shall have occurred and be continuing, Secured Party shall be entitled to receive directly, and to retain as part of the Collateral in accordance with the terms of this Agreement, any cash dividends or cash distributions paid or distributed in respect of the pledged Collateral.

6. Representations and Warranties. Pledgor and the Company represent, warrant, consent and confirm as follows:

(a) Pledgor holds title to the respective Equity Interests free and clear of any Encumbrances other than the security interests created by this Agreement.

(b) Pledgor has legal title and the right and authority to assign and pledge and grant a security interest in the Equity Interests.

(c) Pledgor currently holds the Current Equity Interests as described in the Recitals of this Agreement, and no options, warrants or other purchase rights or agreements to acquire other Equity Interests are currently issued or in effect except as expressly set forth in the Charter Documents (as defined in Section 6(f) below) of the Company. Except as otherwise expressly provided for in (1) the Charter Documents of the Company or (2) this Agreement, there is no existing or outstanding proxy, voting rights agreement, voting trust, power of attorney or other agreement governing, restricting or related to voting rights of the Company (each, a "***Voting Restriction***").

(d) The granting of a security interest in the Equity Interests pursuant to this Agreement and the delivery to Secured Party of the Equity Interests or the filing of a financing statement covering the Equity Interests in compliance with the UCC will create a valid and perfected first-priority security interest in the Equity Interests securing timely payment and performance of the Obligations.

(e) There is no pending or, to the knowledge of Pledgor, threatened action or proceeding before any court or administrative agency, and there are no final judgments of record, relating to or affecting the Collateral, other than matters which, if resolved adversely, would not be likely to have a material adverse effect on Pledgor, the Company or the Collateral.

(f) This Agreement does not conflict with (1) the respective charter documents of the Company (including articles of organization, articles of incorporation, operating agreement or bylaws, as the case may be, the "***Charter Documents***") or the terms of the Equity Interests, (2) any prior agreement, instrument or undertaking to which either Pledgor is a party or obligor, or (3) any law, rule, regulation, order, judgment, decree, determination or award applicable to Pledgor, nor does it conflict with any obligation contained therein, and the ability of Pledgor to enter into this Agreement, to make the representations, covenants and warranties set forth herein and to perform the obligations contemplated herein is not limited in any way by any other agreement, instrument, obligation or undertaking.

(g) the Company is a limited liability company duly organized and validly existing in good standing in the State of Delaware and qualified to do business in every other State where it has substantial operations or is otherwise required be qualified by law.

(h) This Agreement has been duly executed and delivered by Pledgor and constitutes the legal, valid and binding obligation of Pledgor, enforceable against them in

accordance with its terms, subject to bankruptcy, insolvency, reorganization and other similar laws of general applicability relating to general principles of equity.

(i) None of the written statements furnished to Secured Party by or on behalf of Pledgor or the Company in connection with the negotiation and consummation of the transactions contemplated by the Note, this Agreement and the other Transaction Documents contained, as of the date thereof, any untrue statement of a material fact or omitted, as of the date thereof, a material fact necessary to make the statements contained therein or herein not misleading.

(j) To the extent that Pledgor is a member, manager, officer, director or shareholder of the Company, such Pledgor hereby confirms, restates and ratifies its consent to and approval of, in its capacity as member, manager, officer, director and/or shareholder of the Company, the adoption, execution, delivery and performance by the Company of the Note and each other Loan Documents to which the Company is a party. Pledgor hereby approves and consents to the pledge by any other member of the Company of such other member's Equity Interests to Secured Party as security for the Obligations. Pledgor hereby waives any restriction in the Charter Documents relating to the transfer of Equity Interests with respect to, and hereby consents to, (1) the pledges provided for in this Agreement and (2) any transfer of Equity Interests by Secured Party consistent with the provisions of this Agreement.

(k) In the event of a foreclosure sale of the Equity Interests Pledgor and the Company hereby specifically consents to the admission of such foreclosure sale purchaser as a member of the Company.

(l) Until all of the Obligations have been discharged in full, the Company will not issue any additional Equity Interests.

(m) The Company warrants and agrees that, all certificates or other tangible evidences of the Equity Interests have been delivered in suitable form for transfer by delivery, or accompanied by duly executed instruments of transfer or assignments in blank, to Secured Party and no additional certificates or other tangible evidences of the Equity Interests will be issued until such time as the Note has been satisfied in full and neither the Company nor Pledgor has any outstanding payment Obligations.

(n) The Company's Operating Agreement includes a section reading in its entirety as follows:

“Pursuant to Utah Code §70A-8-102(3), the Company hereby elects that all membership interests in the Company shall be securities governed by Article 8 of the Uniform Commercial Code as in effect in the State of Utah and each other applicable jurisdiction. Each certificate evidencing membership interests in the Company shall bear the following legend: ‘This certificate evidences an interest in BURNFREE

ENTERPRISES, LLC and shall be a security governed by Article 8 of the Uniform Commercial Code as in effect in the State of Utah and, to the extent permitted by applicable law, Article 8 of the Uniform Commercial Code of each other applicable jurisdiction.' So long as the loan from Lender described below remains outstanding, this provision shall not be amended, and any purported amendment to this provision, shall be null and void. In addition to the foregoing, the Members hereby specifically acknowledge that until such time as the certain loan in the original principal amount of [REDACTED] to be made by LEON P. GEIGER ("Lender"), its successors and assigns, has been paid in full and the pledge of the membership interests in favor of Lender, its successors and assigns, has been terminated in connection therewith, the Members have given Lender, its successors and assigns, their irrevocable proxy to vote to amend, or approve or consent to any amendments to this Agreement which would have the effect of 'opting out' of the Article 8 election described above."

7. Covenants and Further Assurances.

(a) Pledgor shall defend the Collateral against all claims or demands of any and all persons claiming the Collateral, or any security interest therein, which are allegedly superior to that of Secured Party hereunder. Pledgor agrees that, at any time and from time to time, Pledgor will promptly execute and deliver all further instruments and documents and take all further action that may be reasonably necessary or desirable, or that Secured Party may reasonably request, in order to perfect and protect the assignment and security interest granted or purported to be granted hereby or to enable Secured Party to exercise and enforce its rights and remedies hereunder with respect to any Collateral.

(b) Pledgor shall not, without the prior written consent of Secured Party:

(1) Sell, assign or otherwise dispose of any of the Collateral;

(2) Create or suffer to exist any Encumbrance or Voting Restriction upon or with respect to any of the Collateral, except for the assignments and security interests created by this Agreement (and, with respect to Voting Restrictions, except for the provisions already expressly set forth in the Charter Documents);

(3) Approve, consent to or vote in favor of (whether in such Pledgor's capacity as a holder of Equity Interests or as a manager, member, officer, director, partner or shareholder of the Company), or otherwise permit the Company to do or engage in, any of the following:

(i) Sell, transfer, convey, assign, pledge, encumber, or otherwise dispose of the Company's assets, except in the ordinary course of business or as otherwise specifically contemplated by the Transaction Documents;

(ii) Amend any Charter Document;

(iii) Merge or consolidate with any other entity;

(iv) Dissolve or liquidate;

(v) (A) File or consent by answer or otherwise to the filing against it of a petition for relief or arrangement or any other petition in bankruptcy or to take advantage of any bankruptcy or insolvency law of any jurisdiction, (B) make an assignment for the benefit of its creditors, or (C) consent to the appointment of a custodian, receiver, conservator, trustee or other officer with similar powers with respect to any substantial part of its property;

(vi) Reduce the ownership interest or voting power of Pledgor such that the aggregate ownership interests and voting power held by Pledgor would be less than that represented by the Current Equity Interests (or enter into any agreement or issue any right or option that, when performed or exercised, would result in any such reduction);

(vii) Take any action in violation of an Obligation; or

(viii) Enter into any agreement to do any of the above.

(c) Pledgor shall cause the Company to maintain its due organization and good standing as a limited liability company in the State of Utah.

(d) Pledgor shall not change its address or name without first giving Secured Party not less than fourteen (14) days' written notice of his proposed new address or name and without giving Secured Party prompt notice of the actual effectiveness of any such address or name change.

(e) So long as the lien of this Agreement is not discharged, (1) Pledgor shall at all times comply with the terms and conditions of the documents governing any Encumbrance on any of the Collateral other than the lien of this Agreement (each, an "***Other Lien***") and the obligations secured thereby, and (2) Pledgor agrees that, if such Pledgor fails to so comply with the documents governing any Other Lien, Secured Party may in its sole discretion pay or perform, on behalf of such Pledgor, the obligation of such Pledgor under the documents governing such Other Lien that such Pledgor so failed to pay or perform, in which case such Pledgor shall reimburse Secured Party upon demand for all amounts expended by Secured Party in connection therewith together with interest at Then-applicable rate of interest under the Note (and such reimbursement obligation, together with such interest, shall constitute additional Obligations hereunder). For the avoidance of confusion, this Section 7(e) shall not be construed as permitting Pledgor to encumber any of the Collateral except as otherwise expressly permitted

by the terms of this Agreement.

8. Default. The occurrence of one or more of the following events, or the existence of any one or more of the following events or conditions, shall constitute an "*Event of Default*" under this Agreement:

(a) Pledgor or the Company shall fail to pay in full, when due and following the expiration of any applicable notice, grace or cure period, any Obligation that requires a payment to Secured Party;

(b) Pledgor or the Company shall fail to comply timely with or otherwise perform in a timely manner any other Obligation, and shall fail to cause such failure to be cured;

(c) Pledgor or the Company shall (1) file or consent by answer or otherwise to the filing against it of a petition for relief or arrangement or any other petition in bankruptcy or to take advantage of any bankruptcy or insolvency law of any jurisdiction, (2) make an assignment for the benefit of its creditors, or (3) consent to the appointment of a custodian, receiver, trustee or other officer with similar powers with respect to any substantial part of its property;

(d) Pledgor shall fail to observe or perform any term, condition or covenant set forth in Sections 3 or 7 above, and Pledgor shall fail to cure such failure within five (5) days after written notice from Secured Party;

(e) Any warranty or representation made or furnished to Secured Party in connection with this Agreement by or on behalf of Pledgor or the Company shall prove to have been false in any material respect when made or furnished, and (1) Secured Party shall incur a cost, expense, loss or other liability as a result of such inaccuracy (including all fees, costs and expenses of counsel retained by Secured Party) that Pledgor fails to pay for immediately after Secured Party's notice thereof or (2) Secured Party shall otherwise deem itself insecure hereunder as a result of such inaccuracy; or

(f) Any other Event of Default (as defined in the Note) shall occur under the Note.

For any default occurring as a result of a failure to pay any Obligation to Secured Party, the Company shall have the right to cure such default within ten (10) days from the date of the written notice from Secured Party of such payment. In addition, for any other default contained herein, except for a default under Section 8(c) for which no cure period shall exist, the Company shall have the right to cure such default within thirty (30) days from the date of the written notice from Secured Party of such non-monetary default.

9. Remedies upon Default. If any Event of Default shall have occurred, not be cured and be continuing:

(a) All rights of Pledgor to exercise the voting and other consensual rights that such Pledgor would otherwise be entitled to exercise pursuant to Section 4 above and to receive the distributions and proceeds that such Pledgor would otherwise be authorized to receive and retain pursuant to Section 5 above shall cease, and all such rights shall, at the option of Secured Party, and subject to any limitations of applicable law, thereupon become vested in Secured Party, who shall thereupon have the sole right to exercise such voting and other consensual rights and to receive and hold as Collateral, or apply against any unpaid Obligations, such distributions and proceeds. Pledgor hereby consents to, and approves, the admission of Secured Party as a member of the Company, such admission being effective only upon (1) Secured Party's exercise of any such rights following an Event of Default and (2) Secured Party's written election to be so admitted as a member of the Company.

(b) All payments received by Pledgor under or in connection with the Collateral shall be received in trust for the benefit of Secured Party, shall be segregated from other funds of Pledgor and shall be immediately paid over to Secured Party in the same form as so received (with any necessary endorsements), to the extent of the Obligations then due and payable.

(c) Secured Party shall be entitled to exercise all of the rights, powers and remedies of a secured party under the UCC with respect to the Collateral, and, in addition, Secured Party may take one or more of the following actions:

(1) Secured Party shall have the right to transfer all or any part of the Collateral into its name or the name of its nominee; or

(2) Secured Party may sell, assign, transfer, endorse and deliver the whole or, from time to time, any part of the Collateral, for cash, upon credit, or for other property, for immediate or future delivery, at any public or private sale without notice (unless required by the UCC or other applicable law, in which case Pledgor agrees that thirty (30) days' notice or as otherwise provided by law, whichever is larger) or advertisement, and Secured Party may bid and become purchaser at any public or private sale, subject to applicable state and federal laws.

(d) Secured Party may at any time demand, sue for, collect or make any compromise or settlement with reference to the Collateral as Secured Party, in its sole discretion, chooses. The rights and remedies set forth in this Section 9 are cumulative. The exercise by Secured Party of any right or remedy set forth in this Section 9 shall not preclude Secured Party from exercising any other such right or remedy.

(e) Secured Party may enforce its rights under this Agreement without resort to prior judicial process or judicial hearing, and Pledgor expressly waives, renounces and knowingly relinquishes any legal right which might otherwise require Secured Party to

enforce its rights by judicial process. In so providing for a non-judicial remedy, Pledgor recognizes and concedes that such a remedy is consistent with the usage of the trade, is responsive to commercial necessity and is the result of bargaining at arms' length. Nothing in this Agreement is intended to prevent Pledgor or Secured Party from resorting to judicial process at such party's option.

(f) Pledgor hereby agrees to cooperate fully with Secured Party in order to permit Secured Party to sell, whether at foreclosure or at other private sale, the Collateral, to comply fully with all applicable federal and state securities laws and to take such action as may be reasonably necessary to permit Secured Party to sell or otherwise transfer the securities pledged hereunder in compliance with such laws.

(g) Pledgor discloses that, by virtue of applicable federal and state securities laws and because of the privately held nature of the Equity Interests, there may be legal and market restrictions or limitations affecting attempts of Secured Party to dispose of the Collateral in enforcement of its rights and remedies hereunder. Secured Party is hereby authorized by Pledgor, but not obligated, upon the occurrence and during the continuation of an Event of Default, to sell all or any part of the Collateral at private sale, subject to investment letters or in any other manner which will not require such sale of Collateral to be registered in accordance with the federal Securities Act of 1933, as amended, and rules and regulations promulgated thereunder, or any other applicable securities law or regulation. Pledgor specifically agrees that under these circumstances such a sale is a commercially reasonable method of disposition of the Collateral. Upon the occurrence and during the continuation of an Event of Default, Secured Party is also hereby authorized by Pledgor, but not obligated, to take such actions, give such notices, obtain such rulings and consents, and do such other things as Secured Party may deem appropriate in the event of a sale or disposition of any of the Collateral. Pledgor acknowledges that Secured Party may, in its reasonable discretion, approach a restricted number of potential purchasers and that a sale under such circumstances may yield a lower price for the Collateral or any part thereof than would otherwise be obtainable if the same were sold in the open market over an extended period of time. Pledgor agrees that such private sale shall constitute a commercially reasonable method of disposing of the Collateral in view of, among other things, the potential adverse effect on the price which could be received if all the Collateral were sold in a single transaction on the open market, and the time, expense and potential liability to the parties in registering the sale of the Collateral in accordance with applicable securities laws.

10. Application of Proceeds. Any proceeds of any sale of, or realization upon, all or any part of the Collateral, any distributions in respect of the Collateral or any part thereof, and all other cash retained by Secured Party pursuant to this Agreement shall be applied and disbursed by Secured Party in the following order of priorities: (a) to the payment of all reasonable costs, expenses, liabilities and advances made or incurred by Secured Party, its agents, attorneys, and counsel, in managing and maintaining the Collateral or in exercising any right or remedy under this Agreement and (b) to the payment of the outstanding Obligations. For the sake of clarity, it

is understood and agreed that Pledgor is not a guarantor of the Obligations and Secured Party's sole recourse against Pledgor is to the Collateral only.

11. Secured Party Appointed Attorney-in-Fact. Upon the occurrence and during the continuance of an Event of Default, Pledgor shall be deemed to have appointed Secured Party as the attorney-in-fact of such Pledgor, with full authority in the place and stead of such Pledgor and in the name of such Pledgor or otherwise, for the purpose of carrying out the provisions of this Agreement and taking any action and executing any instrument which Secured Party may deem necessary or advisable to accomplish the purposes hereof. Pledgor hereby declares that the foregoing powers are granted for valuable consideration, constitute powers granted as security for the full and timely performance and payment of the Obligations and are coupled with an interest and shall be irrevocable by him, her, or it or in any manner or for any reason.

12. Termination of Security Interests; Release of Collateral.

(a) The pledges and security interests created or granted pursuant to this Agreement shall continue in full force and effect until such time as the Note has been satisfied in full and neither the Company nor Pledgor has any outstanding payment Obligations, at which time such pledges and security interests shall automatically terminate.

(b) Upon the termination of the pledges and security interests hereunder, Secured Party shall assign and deliver to Pledgor the corresponding Collateral and related documents then in custody or possession of Secured Party (except for Collateral and property retained, sold or otherwise disposed of by Secured Party pursuant to Section 9 above) and shall execute and deliver all documents, including without limitation assignments and other instruments, necessary to give full effect to the termination of such pledges and security interests.

(c) Notwithstanding the above to the contrary, in recognition of Secured Party's right to have all its reasonable attorneys fees and expenses incurred in connection with this Agreement secured by the Collateral, notwithstanding payment in full of the Obligations secured by the Collateral, Secured Party shall not be required to release, reconvey or terminate any security interest in the Collateral unless and until Pledgor and the Company have executed and delivered to Secured Party general releases in form and substance satisfactory to Secured Party.

13. Notices. All notices and other communications hereunder shall be in writing and shall be deemed to have been duly given when (a) delivered personally, (b) sent by telecopier (with receipt confirmed), or (c) received by the addressee, if sent by Express Mail, Federal Express or other express delivery service (receipt requested) or (d) three business days after being sent by registered or certified mail, return receipt requested, in each case to the other party at the address for such party set forth on the signature page below (or to such other address or telecopier number for a party as shall be specified by like notice, *provided* that notices of a change of address or telecopier number shall be effective only upon receipt thereof).

14. Indemnification. Pledgor shall, and does hereby, indemnify, defend and hold harmless Secured Party, its affiliates, and the managers, members, officers, employees, counsel, agents, successors and assigns of any and each of them (each, including Secured Party, an "*Indemnified Party*"), for, from and against any cost, expense, liability, loss, cause of action or claim which may or might arise or be incurred with respect to the Collateral or by reason of any of the Loan Documents or the transactions effected or contemplated thereby and from any and all claims and demands whatsoever which may be asserted against any Indemnified Party by reason of the alleged obligations or undertakings on its part to perform or discharge any of the terms, covenants or agreements affecting the Collateral (a "*Loss*"). Should any Indemnified Party incur any Loss, the amount thereof, including costs, expenses and reasonable attorneys' fees, including any fees from the appeal on any judicial action, shall be included in the Obligations secured hereby and shall be immediately payable on demand with interest at the most recently applicable rate of interest under the Note. Notwithstanding any provision herein to the contrary, Pledgor shall not be required to indemnify any Indemnified Party for any liability or defense of any claim arising out of or resulting from the gross negligence or willful misconduct of such Indemnified Party. For the avoidance of confusion, the rights provided to the Indemnified Parties under this Section 14 are cumulative to and with any indemnification rights provided under the Note or any other Transaction Document.

15. Separate Actions. The obligations of Pledgor hereunder are independent of the obligations of the Company, and a separate action or actions may be brought and prosecuted against such Pledgor whether or not action is brought against the Company or any other person, and whether or not the Company or any other person is joined in any such action or actions. Pledgor acknowledges and confirms that (a) this Agreement is absolute and unconditional, (b) there are no conditions precedent to the effectiveness of this Agreement, (c) Pledgor has received reasonably equivalent value as a result of executing and delivering this Agreement, and (d) this Agreement is in full force and effect and is binding on Pledgor as of the date first set forth above, regardless of whether Secured Party obtains collateral or any guaranties from others or takes any other action contemplated by such Pledgor. Pledgor waives the benefit of any statute of limitations affecting such Pledgor's liability hereunder or the enforcement thereof, and Pledgor agrees that any payment of any Obligation or other act that shall toll any statute of limitations applicable thereto shall similarly operate to toll such statute of limitations applicable to such Pledgor's liability hereunder. The liability of Pledgor hereunder shall be reinstated and revived and the rights of Secured Party shall continue if and to the extent that for any reason any amount at any time paid on account of any Obligation secured hereby is rescinded or must be otherwise restored by Secured Party, whether as a result of any proceedings in bankruptcy or reorganization or otherwise, all as though such amount had not been paid.

16. Miscellaneous.

(a) Time of Essence; Waiver. Pledgor agrees that in performing any act under this Agreement that time shall be of the essence hereof. Any waiver by Secured Party of any default hereunder shall not be a waiver of any other default on a future occasion.

(b) Binding Effect; Assignment. All obligations and rights of Pledgor hereunder shall inure to the benefit of and be binding upon such Pledgor's heirs, personal representatives, administrators, executors, successors or assigns. No Pledgor may delegate his or its obligations hereunder without the prior written consent of Secured Party. All rights of Secured Party hereunder shall inure to the benefit of its successors and assigns. The obligations of Pledgor hereunder are joint and several. Pledgor agrees and consents to Secured Party's sale or transfer, whether now or later, of the Loan or of one or more participation interests in the Loan to one or more purchasers, whether related or unrelated to Secured Party. Pledgor hereby consents to the providing by Secured Party to any one or more purchasers, or potential purchasers, of any information Secured Party may have regarding such Pledgor or any other party or matter relating to the Loan. Pledgor waives all rights of offset or counterclaim that such Pledgor may have now or later against Secured Party, and such Pledgor agrees that any purchaser of the Loan or any such participation interest may enforce its interests irrespective of any personal claims or defenses that such Pledgor may have against Secured Party.

(c) Entire Agreement. This Agreement and the other Transaction Documents contain the entire agreement between or among Pledgor and Secured Party with respect to the specific subject matter hereof and thereof and supersede any prior understandings and agreements between Pledgor and Secured Party with respect to such specific subject matter. **There are no oral agreements between Secured Party, on the one hand, and Pledgor, on the other hand.**

(d) Severability. If any provision of this Agreement or the application thereof to any party or circumstances is held invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of any other provision hereof unless the effect of the declaration of invalidity or unenforceability is to reduce the value to Secured Party of its rights under this Agreement or any other Transaction Document, in which event Secured Party shall have the right, at its sole discretion, to declare default under this and all other agreements of the parties.

(e) Governing Law; Jurisdiction. This Agreement shall be deemed for all purposes to have been made and entered into in Salt Lake City, Utah. Venue of any dispute involving this Agreement or any provision or interpretation thereof, or involving any matter arising out of or connected in any way with this Agreement, and jurisdiction over the parties hereto, may be in any court of competent jurisdiction in the State of Utah. The parties hereto hereby irrevocably consent and submit to the jurisdiction and venue of said courts, hereby waiving any rights they may now or hereafter have to object to, or seek a change of, such

jurisdiction and venue. **The parties further irrevocably consent to trial of any issue involving this Agreement or in connection herewith exclusively to a judge, hereby irrevocably waiving any right to trial by jury which they might otherwise have.** This Agreement and any proceeding in connection with this Agreement shall be governed by, and interpreted in accordance with, the law of the State of Utah (except to the extent that perfection of the Lien of this Agreement is governed by the Uniform Commercial Code of another state, in which case the Uniform Commercial Code of such state shall govern with respect to such matters). Pledgor hereby waives personal service of process and consents that service of process upon such Pledgor in any action brought with respect to any provision of this Agreement or any other Loan Document or the enforcement thereof may be made by certified or registered mail, return receipt requested, or by commercial carrier or by hand, at such Pledgor's address specified Section 13 above, and service so made shall be deemed completed after such service is received at such address. Nothing herein shall affect the right to serve process in any other manner permitted by law.

(f) Attorneys' Fees. In the event an action or proceeding is brought by any party under this Agreement to enforce or construe any of its terms, the party that prevails by enforcing this Agreement shall be entitled to recover, in addition to all other amounts and relief, its reasonable costs and attorneys' fees incurred in connection with such action or proceeding.

(g) Construction. Whenever the context requires, the singular shall include the plural and the plural shall include the singular, the whole shall include any part thereof, and any gender shall include all other genders. The headings in this Agreement are for convenience only and shall not limit, enlarge or otherwise affect any of the terms of this Agreement. Unless otherwise indicated, all references in this Agreement to sections refer to the corresponding sections of this Agreement. This Agreement shall be construed as though all parties had drafted it.

(h) Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. Counterparts and signatures transmitted by facsimile shall be valid, effective and enforceable as originals.

[Remainder of Page Intentionally Blank – Signature Page Follows]

IN WITNESS WHEREOF, Pledgor has caused this Pledge Agreement to be duly executed in favor of, and delivered to, Secured Party as of the date first above written.

XJ ENTERPRISES, LLC, a Delaware limited liability company

Date: 11/15/10

By: *Douglas S. Roberts*
Name: Douglas S. Roberts
Its: Manager

Date: _____

LEON P. GEIGER

The Company hereby (1) acknowledges and consents to the pledge of its respective Equity Interests by Pledgor in favor of Secured Party hereunder, and (2) agrees (i) to the control by Secured Party of such Equity Interests consistent with the terms of this Agreement, (ii) that the Company will consider instructions from Secured Party regarding such Equity Interests to be definitive and binding with respect to the voting rights, dividend or distribution rights and other rights pertaining thereto, and (iii) that the Company will comply with any and all such instructions without further consent by the registered owner of the Equity Interests:

BURNFREE ENTERPRISES, LLC, a Utah limited liability company

By: _____
Name: PAUL J. NELSON
Its: Manager

STATE OF UTAH)
) ss.
COUNTY OF SALT LAKE)

I certify that I know or have satisfactory evidence that DOUG ROBERTS is the person who appeared before me, and said person acknowledged that he/she signed this instrument as Manager of XJ ENTERPRISES, LLC, a Delaware limited liability company, on oath stated that he/she was authorized to execute the instrument on behalf of such entity, and acknowledged he/she executed this instrument in such capacity on behalf of such entity.

Dated: 11-15-10

Sara R. Pape
Sara R. Pape

[print name]

Notary Public in and for the
State of Idaho, residing
at Nampa ID
My commission expires 09/03/11

[Seal or Stamp]

