

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
Color Star Growers of Colorado, Inc.		11/15/2012	CORPORATION: COLORADO
RECEIVING PARTY DATA			
Name:	Regions Bank, as Administrative Agent		
Street Address:	1111 W. Mockingbird Lane		
Internal Address:	Suite 830		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75247		
Entity Type:	state banking association: ALABAMA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2377368	COLOR STAR GROWERS	
Registration Number:	2534270	WESTERN SUNSETS	
Registration Number:	3284915		
CORRESPONDENCE DATA			
Fax Number:	2147455390		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	214-745-5226		
Email:	awalker@winstead.com		
Correspondent Name:	Andrea Walker, Winstead PC		
Address Line 1:	P.O. Box 131851		
Address Line 4:	Dallas, TEXAS 75313-1851		
ATTORNEY DOCKET NUMBER:	39903-228 REGIONS/COLOR S		

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TRADEMARK
REEL: 004902 FRAME: 0729

CH \$90.00 2377368

NAME OF SUBMITTER:	Andrea Walker
Signature:	/Andrea Walker/
Date:	11/16/2012
Total Attachments: 5 source=39903-228 Notice of Sec Int in TMs, Color Star Growers of CO Inc - Regions Bank#page1.tif source=39903-228 Notice of Sec Int in TMs, Color Star Growers of CO Inc - Regions Bank#page2.tif source=39903-228 Notice of Sec Int in TMs, Color Star Growers of CO Inc - Regions Bank#page3.tif source=39903-228 Notice of Sec Int in TMs, Color Star Growers of CO Inc - Regions Bank#page4.tif source=39903-228 Notice of Sec Int in TMs, Color Star Growers of CO Inc - Regions Bank#page5.tif	

NOTICE OF SECURITY INTEREST IN TRADEMARKS

THIS NOTICE OF SECURITY INTEREST IN TRADEMARKS (this "Agreement") is entered into as of November 15, 2012, between COLOR STAR GROWERS OF COLORADO, INC., a Colorado corporation (the "Grantor") and REGIONS BANK, a state banking association, as administrative agent (in such capacity, "Administrative Agent") for itself and each lender a party to the Credit Agreement defined below (the "Lenders").

RECITALS:

A. Color Star Growers of Colorado, Inc., a Colorado corporation, Vast, Inc., a Texas corporation, and Color Star, L.L.C., a Colorado limited liability company, Administrative Agent, and the Lenders entered into that certain Credit Agreement, dated as of November 15, 2012 (as has been or may be, amended, modified, supplemented or restated from time to time, the "Credit Agreement"). Capitalized terms used herein and not otherwise defined herein shall have the meanings given to them in the Credit Agreement.

B. Pursuant to the Credit Agreement, the Grantor and Administrative Agent have entered into that certain Security Agreement dated as of November 15, 2012 (as the same has been or may be amended, modified, supplemented or restated from time to time, the "Security Agreement") pursuant to which the Grantor has granted to the Administrative Agent for the benefit of the Administrative Agent and the Lenders a lien on and security interest in certain Trademarks described therein. "Trademarks" as used herein, shall mean all tradenames, trademarks, and service marks, in any and all forms, including but not limited to the registered trade names, trademarks, and service marks listed on Annex A attached hereto, all common law rights to such trade names, trademarks and service marks, the right to recover for all past, present and future infringements thereof, and all other rights of any kind whatsoever accruing thereunder or pertaining thereto.

C. It is a condition to the Administrative Agent's and the Lenders' obligations under the Credit Agreement that the parties hereto execute this Agreement to memorialize the granting of the security interest in and to the Trademarks in a form suitable for recording in the United States Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and subject to the terms and conditions of the Security Agreement, the parties hereto agree as follows:

1. Grant of Security Interest. To secure all now existing or hereafter arising Obligations (as defined in the Security Agreement) owing by the Grantor, the Grantor hereby grants to the Administrative Agent a security interest in all of the Grantor's right, title and interest in and to the Trademarks, including all rights and interest associated with the foregoing including any licenses, license rights and royalties of all rights to sue or by opposition or cancellation proceedings for past, present and future infringements of such rights; and all proceeds of the foregoing.

2. After Acquired Trademark Rights. If the Grantor shall obtain rights to any new Trademarks, the provisions of this Agreement shall automatically apply thereto. The Grantor shall give prompt notice in writing to the Administrative Agent with respect to any such new Trademark or renewal or extension of any Trademark registration. Grantor shall bear any expenses incurred in connection with future applications for Trademark registration.

3. Assignment. This Agreement cannot be altered, amended, modified or supplemented in any way, except by a writing signed by Grantor and Administrative Agent. All grants, covenants and agreements contained in this Agreement shall bind and inure to the benefit of the parties hereto and their respective successors and assigns; provided, however, that the Grantor may not delegate or assign any of their duties or obligations under this Agreement without the prior written consent of the Administrative Agent. THE ADMINISTRATIVE AGENT RESERVES THE RIGHT TO ASSIGN ITS RIGHTS AND OBLIGATIONS UNDER THIS AGREEMENT IN WHOLE OR IN PART TO ANY PERSON OR ENTITY.

D. GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, WITHOUT REFERENCE TO THE RULES THEREOF RELATING TO CONFLICTS OF LAW. GRANTOR HEREBY IRREVOCABLY SUBMITS ITSELF TO THE JURISDICTION OF THE STATE AND FEDERAL COURTS LOCATED IN NEW YORK, AND AGREES AND CONSENTS THAT SERVICE OF PROCESS MAY BE MADE UPON IT IN ANY LEGAL PROCEEDING RELATING TO THIS AGREEMENT OR ANY OTHER RELATIONSHIP BETWEEN THE ADMINISTRATIVE AGENT AND THE GRANTOR BY ANY MEANS ALLOWED UNDER STATE OR FEDERAL LAW. ANY LEGAL PROCEEDING ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT OR ANY OTHER RELATIONSHIP BETWEEN THE ADMINISTRATIVE AGENT AND THE DEBTOR SHALL BE BROUGHT AND LITIGATED EXCLUSIVELY IN ANY ONE OF THE STATE OR FEDERAL COURTS LOCATED IN NEW YORK, HAVING JURISDICTION UNLESS THE ADMINISTRATIVE AGENT SHALL ELECT OTHERWISE. THE PARTIES HERETO HEREBY WAIVE AND AGREE NOT TO ASSERT, BY WAY OF MOTION, AS A DEFENSE OR OTHERWISE, THAT ANY SUCH PROCEEDING IS BROUGHT IN AN INCONVENIENT FORUM OR THAT THE VENUE THEREOF IS IMPROPER.

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IN WITNESS WHEREOF, the Grantor and the Administrative Agent have executed this Agreement by their duly authorized officers as of the date first above written.

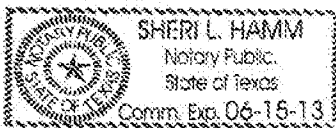
GRANTOR:

COLOR STAR GROWERS OF
COLORADO, INC.

By: *Huibert Verbeek*
Huibert Verbeek, President

STATE OF TEXAS)
COUNTY OF DALLAS)

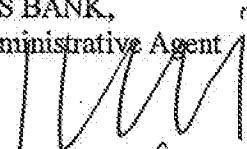
The foregoing instrument was acknowledged before me this 9th day of November, 2012, by Huibert Verbeek, the President of Color Star Growers of Colorado, Inc., a Colorado corporation, on behalf of the corporation.



Sheri L. Hamm
Notary Public
In and for the State of Texas
My Commission Expires: 06-15-13


ADMINISTRATIVE AGENT:

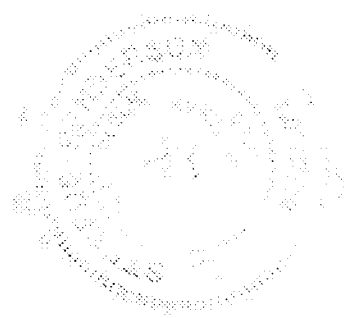
REGIONS BANK,
as the Administrative Agent

By: 
Name: Colby Craig
Title: Vice President

STATE OF Texas)
COUNTY OF Dallas)

The foregoing instrument was acknowledged before me this 9 day of November, 2012, by Colby Craig, a officer of REGIONS BANK, a state banking association, as Administrative Agent, on behalf of such national association.


Notary Public
In and for the State of Texas
My Commission Expires:



ANNEX A
TRADEMARKS REGISTRATION

GRANTOR NAME	TRADEMARK/SERVICE MARK	REGISTRATION NO.	REGISTRATION DATE	SERIAL NO.
Color Star Growers, Inc.	Color Star Growers	2377368	August 15, 2000	75754492
Color Star Growers, Inc.	Western Sunsets/Typed Drawing	2534270	January 29, 2002	76290039
Color Star Growers of Colorado, Inc.	Design only	3284915	August 28, 2007	77044354

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