

06-09-1999

TRADEMARKS ONLY



able Commissioner of Patents and Trademarks
record the original document or copy thereof

101057337

veying an interest:

Scott A. Smith
Charles Caine Co., d/b/a
Fear and Loathing Sports

Entity:

6-7-99

- Individual(s)
- General Partnership
- Corporation-State of California
- Association
- Limited Partnership
- Other _____

3. Interest Conveyed:

- Assignment
- Security Agreement
- Change of Name
- Merger
- Other _____

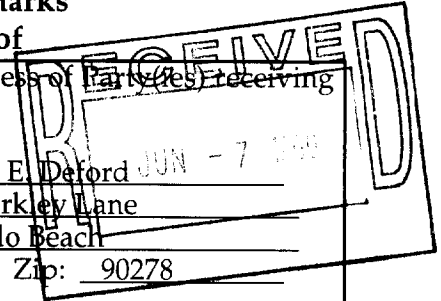
2. Name and Address of Party(ies) receiving an interest:

Name: Donald E. Deford
Address: 2812 Barkley Lane
City: Redondo Beach
State: CA Zip: 90278

- Individual
- General Partnership
- Corporation-California
- Association
- Limited Partnership
- Other _____
- Citizenship _____

If not domiciled in the United States, a domestic representative designation is attached:

- Yes
- No



4. Application number(s) or registration number(s). Additional Sheet Attached? Yes No
A. Trademark Application No.(s) B. Trademark Registration No.(s)

75/241,978
75/281,449

1,820,028
1,012,033
2,025,197

5. Name and address of party to whom correspondence concerning document should be mailed:

Lucy B. Arant
RUSS, AUGUST & KABAT
12424 Wilshire Boulevard, Suite 1200
Los Angeles, California 90025

6. Number of applications and registrations involved:

5

7. Amount of fee enclosed or authorized to be charged:

\$140.00

8. Deposit account number (Attach duplicate copy of this form if paying by deposit account):

06/09/1999 DNGUYEN 00000111 75241978

DO NOT USE THIS SPACE

01 FC:481 40.00 DP
02 FC:482 100.00 DP

140E

9. Date execution of attached document June 1, 1999

10. I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct. Executed on:

Lucy B. Arant

Signature

June 4, 1999
Date
Lucy B. Arant
Name of Person Signing

UNITED STATES TRADEMARK SECURITY AGREEMENT

Scott A. Smith, an individual United States citizen, and also in his capacity as Vice-President of Charles Caine Co., doing business as Fear and Loathing Sports, a California corporation with its principal place of business at 343 Hindry Avenue, Inglewood, California 90301 (hereafter called "Borrower") hereby mortgages, pledges and grants unto Donald E. Deford, an individual United States citizen and also in his capacity as President of Dead On Tools, L.L.C., with its principal place of business located at 2812 Barkley Lane, Redondo Beach, California 90278 (hereinafter called "Lender"), a security interest in all of Borrower's right, title and interest in and to the following described trademarks and trade names, and the goodwill of the Borrower associated with said marks and names, (hereinafter collectively called the "Collateral"):

CHARLES CAINE CO. doing business as FEAR & LOATHING SPORTS

Trademark	Appl./Reg. No.	Appl./Reg. Date
ROCK 'N' ROLL GOLF	75/241,978	February 14, 1997 (Appln.)
DEAD ON	75/281,449	April 25, 1997 (Appln.)

FEAR & LOATHING SPORTS

Trademark	Appl./Reg. No.	Appl./Reg. Date
DEATH STICK (design)	1,820,028	February 8, 1994 (Reg.)
DEATH STICK (design)	2,012,033	October 29, 1996 (Reg.)
DEATH STICK (design)	2,025,197	December 24, 1996 (Reg.)

This grant is made for the purpose of securing the payment of the principal sum, interest and related indebtedness in the amount of fifteen thousand, four hundred and forty dollars (\$15,440.00) and eight percent (8%) interest thereon) in the amount of \$1,235.20, for a total sum of sixteen thousand six hundred and seventy five dollars and twenty cents (\$16,675.25) (hereinafter called "Obligation". Upon the execution of said agreement, Lender will deliver a money order made payable to "Scott A. Smith" in the amount of fifteen thousand four hundred forty dollars (\$15,440.00).

The Borrower covenants with the Lender to observe and perform all of the obligations imposed upon it pursuant to the terms of the Collateral, and not to do or permit to be done anything to impair the value thereof, and not to alter, modify or change the terms of said Collateral, or terminate the same or allow a lapse thereof without the prior written consent of the Lender.

This grant of security interest is made upon the following terms, covenants and conditions:

TRADEMARK

REEL: 001907 FRAME: 0995

1. a.) So long as there shall exist no Event of Default as defined in Section 1b of this agreement, the Borrower shall retain and keep its right to utilize the Collateral, and its entitlement to all of the benefits related to the Collateral, and to retain, use and enjoy the same.

b.) Borrower shall make six payments on the first day of each month, beginning on July 1, 1999 and ending on December 1, 1999 for the "Obligation", in the principal amount of fifteen thousand four hundred and forty dollars (\$15,440.00) and interest thereon at the rate of eight percent (8%) in the amount of two thousand seven hundred and seventy nine dollars and ninety three cents (\$2,779.93) for a total indebtedness in the amount of sixteen thousand six hundred and seventy five dollars and twenty cents (\$16,675.20). Six monthly payments, each in the amount of two thousand seven hundred and seventy nine dollars and twenty cents (\$2,779.20) are due and payable on the first day of the month, namely July 1, 1999, August 1, 1999, September 1, 1999, October 1, 1999, November 1, 1999 and December 1, 1999. If Borrower fails to make payment within thirty (30) days from the date due and owing, such occurrence shall be deemed an Event Of Default.

2. Upon, or at any time after the occurrence of an Event of Default as defined in Section 1b of this security agreement, the Lender may, without in any way waiving such default, at its option, without notice and without regard to the adequacy of the security for said principal sum, interest and indebtedness secured hereby, either in person or by agent, take possession of the Collateral and the records pertaining to it, and thereafter utilize all of the benefits thereof. Also in such event, the Lender may inform the United States Department of Commerce, Patent and Trademark Office, that, pursuant to this section, it is then the owner of all of the right, title and interest in the Collateral, and the Patent and Trademark Office may rely on such advice and shall then transfer the ownership interest in the Collateral to the Lender and so indicate this transfer on its records. The exercise by the Lender of these rights shall not be considered in any way a waiver of any default by the Borrower under the Notes or any of the other collateral documents.

The Lender shall not be liable for any loss sustained or resulting from its failure to exercise any rights under this grant of security interest, or from any other act or omission by it unless such loss is caused by the willful misconduct and bad faith of the Lender. Nor shall the Lender be obligated to perform or discharge, nor does the Lender hereby undertake to perform or discharge, any obligation, duty or liability related to the Collateral by reason of this grant of security interest unless, and until, the Lender exercises its rights thereunder, and the Borrower shall, and does hereby agree, to indemnify the Lender for, and to hold the Lender harmless from, any and all liability, loss or damage which might be incurred under and related to the Collateral or under or by reason of this grant of security interest and from any and all claims and demands whatsoever which may be asserted against the Lender by reason of any alleged obligations or

undertakings on its part to perform or discharge any of the terms, covenants or agreements contained in said instruments.

4. Upon payment in full of the indebtedness secured hereby, this grant of security interest shall become and be null and void and of no effect.

5. This grant of security interest, together with the covenants and warranties herein contained, shall inure to the benefit of the Lender, and any subsequent holder of the Notes, and shall be binding upon the Borrower, its successors and assigns.

IN WITNESS WHEREOF, this Trademark Security Agreement has been duly executed by the Borrower as of the date written above.

Witnesses:

Ruby P. Grant
A.J. Ruiz

Scott A. Smith
[Signature]
Scott A. Smith
Individual United States citizen

Charles Caine Co., d/b/a
Fear and Loathing Sports
[Signature]
Scott A. Smith, Vice President

STATE OF CALIFORNIA,
COUNTY OF Los Angeles, SS:

Sworn to before me and subscribed in my presence this 1st day of
June, 1999.

[Signature]
Notary Public

