

03-02-2001

FORM PTO-1594
(Rev. 6-93)



EET U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

To the Honorable Commissioner of Patents

101624752

original documents or copy thereof.

1. Name of conveying party(ies):

TechnoBrands, Inc.
1998 Ruffin Mill Road
Colonial Heights, VA 23834

*Check
MPO
2-22-01*

- Individual(s) Association
 - General Partnership Limited Partnership
 - Corporation-State Virginia
 - Other _____
- Additional name(s) of conveying party(ies) attached? Yes
 No

3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other Intellectual Property Security Agreement

Execution Date: January 31, 2001

2. Name and address of receiving party(ies):

Name: Imperial Bank

Internal Address: _____

Street Address: 11921 Freedom Drive, Suite 920

City: Reston State: VA ZIP 20190

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State _____
- Other Bank

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designation must be a separate document from Assignment).
Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

75/939,414; 75/941,994

B. Trademark Registration No.(s)

Additional numbers attached? Yes No

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

Name: Cooley Godward LLP

Internal Address: Attn: April M. Piercey, CLA

Street Address: 5 Palo Alto Square

City: Palo Alto State: CA ZIP 94306

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41):..... \$6500

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: 03-3115

(Attach duplicate copy of this page if paying by deposit account)

*RECEIVED
2001 FEB 22 AM 9:33
ASSIGNED SERVICES
DIVISION*

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

April M. Piercey

April M. Piercey

February 21, 2001

Date

Total number of pages including cover sheet, attachments, and document: _____

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

03/01/2001 GTDN11 00000160 75939414

01 FC:481 40.00 OP
02 FC:482 25.00 OP

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TRADEMARK
REEL: 002243 FRAME: 0308

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of January 31, 2001 by and between IMPERIAL BANK ("**Bank**") and TECHNOBRANDS, INC., a Virginia corporation ("**Grantor**").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "**Loans**") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated as of the date hereof (as the same may be amended, modified or supplemented from time to time, the "**Loan Agreement**"). Capitalized terms used herein without definition shall have the same meanings given to them in the Loan Agreement.

B. Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

C. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Bank and Grantor, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (including, without limitation, those Copyrights, Patents and Trademarks listed on Schedules A, B and C hereto), and including, without limitation, all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or in any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and

concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.


IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed as of the date written above.

GRANTOR:

Address of Grantor:

1998 Ruffin Mill Road
Colonial Heights, VA 23834
Attn: Cynthia Satterwhite

TECHNOBRANDS, INC.

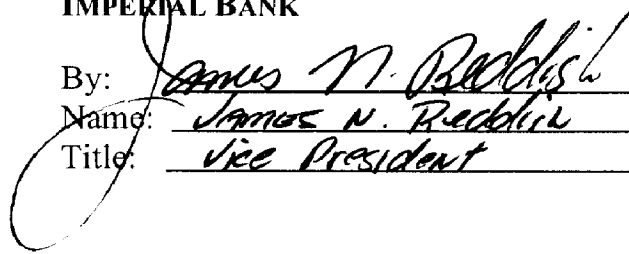
By: 
Name: Charles J. Anton
Title: President

BANK:

Address of Bank:

11921 Freedom Drive, Suite 920
Reston, VA 20190
Attn: James Reddish

IMPERIAL BANK

By: 
Name: James N. Reddish
Title: Vice President

226 Airport Parkway
San Jose, CA 95110
Attn: Corporate Banking Center

EXHIBIT C
TRADEMARKS

Description	Application Number	Application Date
TECHNOBRANDS	75/939,414	March 9, 2000
TECHNOSCOUT	75/941,994	March 11, 2000