

Form PTO-1594
(Rev. 10/02)
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Tab settings ⇨ ⇨ ⇨

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

The Foodfit Company

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

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)

Name: Walker Investment Fund II, LLLP
Internal Address: Suite 200
Street Address: 3060 Washington Road
City: Glenwood State: MD Zip: 21738

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

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

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: 01/13/2004

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

A. Trademark Application No.(s) _____

Additional number(s) attached Yes No

B. Trademark Registration No.(s) 2537101;2585877

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

Name: Janet M. Hanson
Internal Address: Cooley Godward LLP
One Freedom Square
Reston Town Center
Street Address: 11951 Freedom Drive
City: Reston State: VA Zip: 20190

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41).....\$ 65.00

Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
03-3115

DO NOT USE THIS SPACE

9. Signature.

Janet M. Hanson Janet M. Hanson 1-14-04
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 9

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

CH \$65.00 033115 2537101

The Foodfit Company

Recordation Form Cover Sheet
TRADEMARKS ONLY

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

Steve Walker & Associates, LLC
3060 Washington Road
Suite 200
Glenwood, MD 21738
limited liability company--Maryland

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of January 13, 2004 by and among WALKER INVESTMENT FUND II, LLLP, and STEVE WALKER & ASSOCIATES, LLC (each a "*Secured Party*" and collectively the "*Secured Parties*") and THE FOODFIT COMPANY, INC., a Delaware corporation ("*Grantor*").

RECITALS

A. Each Secured Party has converted (the "*Stock Exchange*") their shares of Preferred Stock of the Grantor for certain Senior Secured Demand Promissory Notes dated January 13, 2004 executed by Grantor in favor of each Secured Party (each, a "*Note*" and, collectively, the "*Notes*") pursuant to the terms of that certain Note Purchase and Exchange Agreement dated January 13, 2004 by and among Grantor and the Secured Parties (the "*Purchase Agreement*").

B. Pursuant to the terms of that certain Security Agreement, dated of even date herewith, by and among Grantor and each Secured Party (as the same may be amended, modified or supplemented from time to time, the "*Security Agreement*"), Grantor has granted to each Secured Party a security interest in all of Grantor's right, title and interest in, to or under all of the Grantor's assets. All capitalized terms used but not otherwise defined herein shall have the respective meanings assigned to them in the Security Agreement

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, 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 Notes, Purchase Agreement and Security Agreement (collectively, the "*Loan Documents*"), Grantor hereby represents, warrants, covenants and agrees as follows:

To secure its obligations under the Loan Documents and under all other agreements now existing or hereafter arising between Grantor and the Secured Parties, Grantor grants and pledges to each Secured Party a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property (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 each Secured Party under the Security Agreement. The rights and remedies of the Secured Parties with respect to the security interest granted hereby are subject to the terms of the Security Agreement and are in addition to those set forth in the Security Agreement and the other Loan Documents, and those which are now or hereafter available to the Secured Parties as a matter of law or equity. Each right, power and remedy of the Secured Parties provided for herein or in the Security Agreement or 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 the Secured Parties of any one or more of the rights, powers or remedies provided for in

this Intellectual Property Security Agreement, the Security 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 the Secured Parties, 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.

[Signature pages follow.]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:
2213 M Street, NW
Suite 200
Washington, DC 20037

THE FOODFIT COMPANY, INC.
By: *Alex Haas*
Title: *CEO/Chairman*

SECURED PARTY:

Address of Secured Party:
3060 Washington Road
Suite 200
Glenwood, MD 21738

Walker Investment Fund II, LLLP
By: Walker Ventures, LLC, its General Partner
Name: _____
Title: _____
Address: _____

Address of Secured Party:
3060 Washington Road
Suite 200
Glenwood, MD 21738

Steve Walker & Associates, LLC
Name: _____
Title: _____
Address: _____

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

2213 M Street, NW
Suite 200
Washington, DC 20037

THE FOODFIT COMPANY, INC.

By: _____

Title: _____

SECURED PARTY:

Address of Secured Party:

3060 Washington Road
Suite 200
Glenwood, MD 21738

Walker Investment Fund II, LLLP

By: Walker Ventures, LLC, its General Partner

Name: *[Signature]*

Title: *General Partner, Member*

Address: _____

Address of Secured Party:

3060 Washington Road
Suite 200
Glenwood, MD 21738

Steve Walker & Associates, LLC

Name: *[Signature]*

Title: *VP*

Address: _____

