

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
WRENCHHEAD BRANDS, INC.		11/22/2004	CORPORATION: FLORIDA

RECEIVING PARTY DATA

Name:	COMERICA BANK
Street Address:	2321 ROSECRANS AVE
Internal Address:	SUITE 5000
City:	EL SEGUNDO
State/Country:	CALIFORNIA
Postal Code:	90245
Entity Type:	Michigan banking corporation:

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Serial Number:	78338224	CERTECH ULTRA
Serial Number:	78335225	EXTENTECH ULTRA
Serial Number:	78324716	LIQUID ICE
Serial Number:	78324699	REV GUARD
Serial Number:	78324686	POWER SURGE
Serial Number:	78324677	RAMPAGE

CORRESPONDENCE DATA

Fax Number: (858)677-1401
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 858-638-6717
 Email: Erin.O'Brien@dlapiper.com
 Correspondent Name: Erin O'Brien
 Address Line 1: 4365 Executive Drive
 Address Line 2: Suite 1100

CH \$165.00 78338224

Address Line 4: San Diego, CALIFORNIA 92121

NAME OF SUBMITTER:

Erin O'Brien

Signature:

/Erin O'Brien/

Date:

07/19/2005

Total Attachments: 6

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of November 22, 2004, by and between COMERICA BANK ("Bank") and WRENCHHEAD BRANDS, INC., a Florida corporation ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor, GREASED LIGHTNING INTERNATIONAL ("GLI"), and RAMPAGE AUTOMOTIVE, INC. ("Rampage") (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and among Bank, Rampage, GLI and Grantor dated of even date herewith (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Rampage, Grantor and GLI (collectively, "Borrowers"), 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.

B. 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, 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 Borrowers and Bank, 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 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.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

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:

WRENCHHEAD BRANDS, INC.

Address of Grantor:

108 Corporate Park Drive, Suite 108
White Plains, NY 10604

Attn: Vice President of Finance

By: 

Title: PRES - CEO

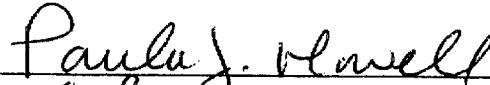
BANK:

COMERICA BANK

Address of Bank:

2321 Rosecrans Ave., Suite 5000
El Segundo, CA 90245

Attn: Manager

By: 

Title: SVP

EXHIBIT A

Copyrights

Description

Registration
Number

Registration
Date

NONE

EXHIBIT B

Patents

Description

Registration/
Application
Number

Registration/
Application
Date

NONE

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Certech Ultra	78/338,224	12/09/03
Extentech Ultra	78/335,225	12/02/03
Liquid Ice	78/324,716	11/07/03
Rev Guard	78/324,699	11/07/03
Power Surge	78/324,686	11/07/03
Rampage	78/324,677	11/07/03

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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:

WRENCHHEAD BRANDS, INC



Title: PRES - CEO

Address of Grantor:

108 Corporate Park Drive, Suite 108
White Plains, NY 10604

Attn: Vice President of Finance

BANK:

COMERICA BANK

By: Paul J. Howell

Title: SVP

Address of Bank:

2321 Rosecrans Ave., Suite 5000
El Segundo, CA 90245

Attn: Manager