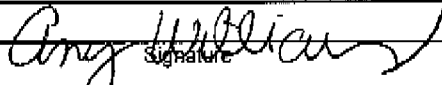


Form PTO-1594 (Rev. 08/08)  
OMB Collection 0651-0027 (exp. 9/30/2008)U.S. DEPARTMENT OF COMMERCE  
United States Patent and Trademark Office

### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

<b>1. Name of conveying party(ies):</b>  Trident Growth Fund, L.P.  <input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input checked="" type="checkbox"/> Limited Partnership <input type="checkbox"/> Corporation- State: _____ <input type="checkbox"/> Other _____  Citizenship (see guidelines) <u>Delaware limited partnership</u> Additional names of conveying parties attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<b>2. Name and address of receiving party(ies)</b> <input type="checkbox"/> Yes Additional names, addresses, or citizenship attached? <input checked="" type="checkbox"/> No  Name: <u>Sage Partners, Ltd.</u> Internal Address: _____  Street Address: <u>1717 St. James Place, Suite 520</u>  City: <u>Houston</u>  State: <u>Texas</u>  Country: <u>USA</u> Zip: <u>77056</u>  <input type="checkbox"/> Association      Citizenship _____ <input type="checkbox"/> General Partnership      Citizenship _____ <input checked="" type="checkbox"/> Limited Partnership      Citizenship _____ <input type="checkbox"/> Corporation      Citizenship _____ <input type="checkbox"/> Other _____      Citizenship <u>Texas limited partnership</u> If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No (Designations must be a separate document from assignment)
<b>3. Nature of conveyance (Execution Date(s) :</b>  Execution Date(s) <u>September 9, 2008</u>  <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____	<b>4. Application number(s) or registration number(s) and identification or description of the Trademark.</b> A. Trademark Application No.(s)  B. Trademark Registration No.(s) See additional sheet attached for Trademark Registration Numbers.  Additional sheet(s) attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<b>C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):</b> See page 7 of attached Trademark Security Agreement for identification/description of trademarks.	
<b>5. Name &amp; address of party to whom correspondence concerning document should be mailed:</b> Name: <u>Amy Williams, Doherty &amp; Doherty LLP</u>  Internal Address: _____  Street Address: <u>1717 St. James Place, Suite 520</u>  City: <u>Houston</u>  State: <u>Texas</u> Zip: <u>77056</u>  Phone Number: <u>713-572-1000</u>  Fax Number: <u>713-572-1001</u>  Email Address: <u>amywilliams@doherty-law.com</u>	<b>6. Total number of applications and registrations involved:</b> <span style="border: 1px solid black; padding: 2px;">16</span>  <b>7. Total fee (37 CFR 2.6(b)(6) &amp; 3.41)</b> \$ <u>415.00</u>  <input type="checkbox"/> Authorized to be charged to deposit account <input checked="" type="checkbox"/> Enclosed  <b>8. Payment Information:</b> <u>FORM 2038 - CREDIT CARD</u> <u>PAYMENT FORM ENCLOSED</u> Deposit Account Number _____ Authorized User Name _____
<b>9. Signature:</b> <u></u> <u>September 9, 2008</u> _____      Date _____      Total number of pages including cover sheet, attachments, and document: <span style="border: 1px solid black; padding: 2px;">9</span> Name of Person Signing: <u>Amy Williams</u>	

Documents to be recorded (including cover sheet) should be faxed to (871) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

amywilliams@doherty-law.com

700385005

TRADEMARK  
REEL: 003856 FRAME: 0515

OP \$415.00 2491241

Recordation Form Cover Sheet

Form PTO-1594 (Rev. 08/08)

Continuation of #4 Trademark Registration Numbers

2491241  
1110836  
2190392  
1158474  
1147077  
1255573  
2189394  
1328184  
1257530  
1376981  
1377667  
2199717  
1422382  
1472031  
860448  
861313

## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT dated as of September 9, 2008 (this "Agreement"), is made by Trident Growth Fund, L.P. a Delaware limited partnership ("Trident"), in favor of Sage Partners, Ltd., a Texas limited partnership ("Secured Party").

## WITNESSETH:

WHEREAS, Secured Party has entered into a Loan Agreement dated the date hereof (the "Loan Agreement") with CM Licensing, Inc., a Delaware corporation ("CM Licensing") and Trident, pursuant to which Secured Party has agreed to advance certain amounts to CM Licensing;

WHEREAS, Secured Party and CM Licensing have entered into certain documents and agreements in connection with the Loan Agreement, including, but not limited to, (i) that certain Security Agreement dated the date hereof, by and between Secured Party and CM Licensing, and (ii) that certain Promissory Note dated the date hereof payable by CM Licensing to the order of Secured Party in the original principal amount of \$465,000 (such documents, whether or not named herein, are collectively referred to herein as the "Loan Documents");

WHEREAS, Trident has invested substantial funds in the Borrower and owns material rights and interests in the Borrower, including, but not limited to, its rights pursuant to the Trident Securities Purchase Agreement (as defined in the Loan Agreement), that certain Common Stock Purchase Warrant dated February 15, 2007 (the "Trident Warrant") and accordingly it will materially benefit from the extension of credit by Secured Party to CM Licensing;

WHEREAS, Trident and CM Licensing are parties to that certain Trademark License Agreement effective as of February 15, 2007 (the "Trademark License Agreement");

WHEREAS, Trident and ATVF II, LLC ("ATVF II"), a Texas limited liability company, are parties to that certain Trademark Security Agreement (the "ATVF Trademark Security Agreement") whereby Trident granted to ATVF II a security interest in certain collateral as more particularly described therein;

WHEREAS, pursuant to that certain Subordination Agreement of even date herewith by and between ATVF II and Secured Party, ATVF II has agreed to subordinate its security interest in all collateral which is subject to the ATVF Security Agreement to the rights of Secured Party in such collateral;

WHEREAS, as an inducement to Secured Party to enter into the Loan Agreement, Trident desires to grant to Secured Party a security interest in and to certain trademarks owned by Trident;

NOW, THEREFORE, in consideration of the premises and for ten dollar (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Trident hereby agrees for the benefit of Secured Party as follows:

1. DEFINITIONS.

1.1 All capitalized terms used herein and not otherwise defined herein shall have the respective meanings provided therefore in the Loan Documents. In addition, the following terms shall have the meanings set forth in this Section 1:

“Agreement” shall mean this Trademark Security Agreement, as it may be amended or supplemented from time to time.

“PTO” shall mean the United States Patent and Trademark Office.

“Trademarks” shall mean all of the trademarks set forth on Schedule A, attached hereto, along with all goodwill associated therewith.

“Use” of any Trademark shall include all uses of such Trademark by, for or in connection with Trident, its licensee(s) or their respective businesses, products and/or services or for the direct or indirect benefit of Trident.

1.2. UCC Terms. Unless otherwise defined herein or in the Transaction Documents, terms used in Article 9 of the Uniform Commercial Code of the State of Texas (the “UCC” or the “Code”) are used herein as therein defined.

1.3. Rules of Interpretation. All definitions (whether set forth herein or by reference) shall apply equally to both the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words “include,” “includes” and “including” shall be deemed to be followed by the phrase “without limitation” or the phrase “but not limited to.” All reference herein to Sections, Exhibits and Schedules shall be deemed references to Sections of and Exhibits and Schedules to this Agreement unless the context otherwise requires.

2. GRANT OF SECURITY.

2.1 Grant of Security Interest. As collateral security for the complete and timely payment, performance and satisfaction of all obligations and performance of CM Licensing under the Loan Documents with respect to Secured Party (collectively, the “Obligations”), Trident hereby unconditionally grants to the Secured Party a continuing lien security interest in and first priority lien on the Trademarks, and pledges, mortgages and hypothecates the Trademarks to the Secured Party.

3. REPRESENTATIONS AND WARRANTIES. Trident represents and warrants to, and covenants and agrees with, Secured Party, as follows:

3.1 Title. Trident is and will continue to be the sole and exclusive owner of the entire legal and beneficial right, title and interest in and to the Trademarks, free and clear of any lien, charge, security interest or other encumbrance, except for the security interest and conditional assignment created by this Agreement and the security interest which has been granted to ATVF II LLC pursuant to the ATVF Trademark Security Agreement. Trident will defend its right, title and interests in and to the Trademarks against claims of any third parties.

3.2 Maintenance of Trademarks. Trident shall take such actions (including but not limited to institution and maintenance of suits, proceedings or actions) as are necessary and appropriate to maintain, protect, preserve, care properly for and enforce the Trademarks. Trident shall not abandon or dedicate to the public any of the Trademarks, nor do any act nor omit to do any act if such act or omission is of a character that tends to cause or contribute to the abandonment or dedication to the public of any Trademarks or loss of or adverse effect on any rights in any Trademarks.

3.3 No Conflicting Agreements. Other than the exclusive license described in the Trademark License Agreement and the security interest described in the ATVF Trademark Security Agreement, Trident has not sold, transferred, licensed, or granted a security interest in the Trademarks to any person or entity. Trident shall not take any actions or enter into any agreements, including, but not limited to, any actions or agreements for the assignment, sale, transfer, license, disposition, grant of any interest in or encumbrance of any of the Trademarks, which are inconsistent with or would or might impair in any way Trident's representations, warranties and covenants herein, without the prior written consent of the Secured Party (which consent can be granted or withheld in the Secured Party's sole discretion); provided, however, that, notwithstanding any other provision of this Agreement, so long as no Event of Default shall have occurred and be continuing, or (notwithstanding an Event of Default) if Trident obtains prior written consent from the Secured Party, which consent may be granted or withheld in the Secured Party's sole discretion, Trident may license or otherwise transfer the Trademarks in any lawful manner that is in the ordinary course of its business and is not inconsistent with the provisions of this Agreement.

4. FILING FOR PERFECTION OF INTEREST. Secured Party shall cause this Agreement to be recorded with the PTO and appropriate state agencies, in its sole discretion.

5. RIGHTS OF AND LIMITATIONS ON SECURED PARTY. It is expressly agreed by Trident that Trident shall remain liable to observe and perform all the conditions and obligations to be observed and performed by it relating to the Trademarks. Secured Party shall not have any obligation or liability under or in relation to the Trademarks by reason of the execution and delivery of, or arising out of, this Agreement and Secured Party's rights hereunder, or the grant of a security interest by Trident to Secured Party of, or the receipt in accordance with this Agreement by Secured Party of, any payment relating to any Trademarks, nor shall Secured Party be required or obligated in any manner to perform or fulfill any of the obligations of Trident relating to the Trademarks or be liable to any party on account of Trident's use of the Trademarks.

6. REMEDIES UPON AN EVENT OF DEFAULT.

Upon the occurrence of and during the continuance of an event of default under the Loan Documents, or in the event that any representation or warranty of Trident in this Agreement shall prove to have been incorrect in any material respect when made (each an "Event of Default"):

(a) Secured Party may notify any obligors with respect to the Trademarks of Secured Party's security interest and that such obligors are to make payments directly to Secured Party. Secured Party may send this notice in Trident's name or in Secured Party's name, and at Secured Party's request Trident will join in Secured Party's notice, provide written confirmation of Secured Party's security interest and request that payment be sent to Secured Party. Secured Party may enforce this obligation by specific performance. Secured Party may collect all amounts due from such obligors. Upon and after notification by Secured Party to Trident, Trident shall hold any proceeds and collections of any of the Trademarks in trust for Secured Party and shall not commingle such proceeds or collections with any other of Trident's funds, and Trident shall deliver all such proceeds to Secured Party immediately upon Trident's receipt thereof in the identical form received and duly endorsed or assigned to Secured Party.

(b) Secured Party may require Trident to sell the Trademarks pursuant to such terms and arrangements as Secured Party may direct, and apply the proceeds thereof to the payment of the Obligations.

(c) Secured Party may exercise any and all remedies with respect to the Trademarks as are available or which are permitted to be granted to a Secured Party pursuant to the terms of the Uniform Commercial Code or other applicable law. Secured Party will give to Trident reasonable notice of the time and place of any public sale by Secured Party of the Trademarks, or part thereof, or of the time after which any private sale or other intended disposition thereof is to be made. Such requirement of reasonable notice shall be met if such notice is delivered to the address of Trident set forth in this Agreement at least ten (10) calendar days before the time of the proposed sale or disposition. Any such sale may take place from Trident's location or such other location as Secured Party may designate. Trident shall in no event be liable for any deficiency in payment of the Obligations after any such sale.

(d) No Obligation of Secured Party. Nothing herein shall be construed as obligating Secured Party to take any of the foregoing actions at any time.

7. POWER OF ATTORNEY. The provisions of this Section 7 shall be subject in all events to the terms and conditions of the Loan Documents.

7.1. Grant. Trident hereby grants to the Secured Party, and any officer or agent of the Secured Party as the Secured Party may designate in its sole discretion, a power of attorney, thereby constituting and appointing the Secured Party (and the Secured Party's designee) its true and lawful attorney-in-law and attorney-in-fact, effective upon the occurrence and during the continuation of an Event of Default, for the purpose of assigning, selling, licensing or otherwise transferring or disposing of all right, title and interest of Trident in and to

any of the Trademarks in accordance with the terms hereof. Trident hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof.

7.2. Irrevocable. The foregoing power of attorney is coupled with an interest and is irrevocable until this Agreement shall terminate (which termination shall occur concurrently with the termination of all Obligations under the Loan Documents).

7.3 Release. Trident hereby releases Secured Party from any claims, causes of action and demands at any time arising out of or in connection with any actions taken or omitted to be taken by Secured Party under the power of attorney granted herein (except for the gross negligence or willful misconduct of Secured Party).

8. SEVERABILITY. In the event any term or provision of this Agreement shall for any reason be held to be invalid, illegal or unenforceable to any extent or in any respect, or otherwise determined to be of no effect, in any jurisdiction, such invalidity, illegality, unenforceability or determination shall affect only such term or provision, or part thereof, in only such jurisdiction. The parties agree they will negotiate in good faith to replace any provision so held invalid, illegal or unenforceable, or so determined, with a valid, enforceable and effective provision which is as similar as possible in substance and effect to the provision which is invalid, illegal, unenforceable or of no effect.

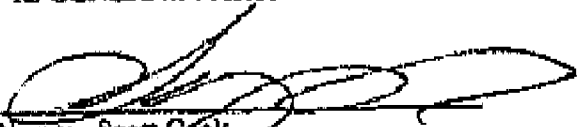
[SIGNATURE PAGE FOLLOWS]

K:\BUSLAW\Casey\Wilson\CM Licensing, Inc\TradeMarkSecurityAgreement.v3.doc

IN WITNESS WHEREOF, Trident has caused this Agreement to be executed by its duly authorized officer, as an instrument under seal, as of the date first written above.

TRIDENT GROWTH FUND, L.P.

By: TRIDENT MANAGEMENT, LLC,  
its GENERAL PARTNER

By:   
Name: Scott Cook  
Title: Managing Member

Address for Notice and Delivery

Trident Growth Fund, LP  
270 North Denton Tap Rd.  
Coppell, Texas 75019

STATE OF TEXAS           §  
  §  
  §  
COUNTY OF DALLAS       §

This instrument was acknowledged before me this 9<sup>th</sup> day of September, 2008 by Scott Cook, Managing Member of Trident Management, LLC, which is the general partner of Trident Growth Fund, L.P., a Delaware limited partnership.

  
\_\_\_\_\_  
Notary Public in and for the State of Texas





SCHEDULE A

<u>Registration No.</u>	<u>Trademark</u>	<u>Registration Date</u>
2,491,241	CURTIS MATHES	September 18, 2001
1,110,836	CURTIS MATHES	January 9, 1979
2,190,392	CURTIS MATHES XPRESSWAY	September 22, 1998
1,158,474	CURTIS MATHES CENTERS	June 23, 1981
1,147,077	MATHES	February 17, 1981
1,255,573	CURTIS MATHES HOME ENTERTAINMENT CENTER	October 25, 1983
N/A	CURTIS MATHES FOUR YEAR EXCLUSIVE LIMITED WARRANTY	N/A
2,189,394	<b>CurtisMathes</b>	September 15, 1998
1,328,184	<b>Curtis Mathes</b>	April 2, 1985
1,257,530	<b>WORLD OF CURTIS MATHES</b>	November 15, 1983
1,376,981 1,377,667		January 7, 1986
2,199,717	<b>X CURTIS MATHES XPRESSWAY</b>	October 27, 1998
1,422,382	Nobody, but nobody but Curtis Mathes can give you all this for only <del>49.95</del> a week	December 23, 1986
1,472,031	<i>Signature</i> SERIES BY CURTIS MATHES	January 12, 1988
860,448	<i>Curtis Mathes</i>	November 19, 1968
861,313	<b>CM</b> CURTIS MATHES	December 3, 1968
	www.curtismathes.com	