

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
Grand Canyon Products, Inc.		01/07/2011	CORPORATION: ARIZONA
RECEIVING PARTY DATA			
Name:	Sky Ventures, Inc.		
Street Address:	8690 S. Slevins Drive		
City:	Nineveh		
State/Country:	INDIANA		
Postal Code:	46164		
Entity Type:	CORPORATION: INDIANA		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	1112095	RUSH	
Registration Number:	1765515	HARDWARE	
Registration Number:	1399190	BOLT	
Registration Number:	1748105	QUICK SILVER	
Registration Number:	1748106	RAM	
Registration Number:	2538037	POWER-PAK PELLET	
Registration Number:	3136201	RU	
CORRESPONDENCE DATA			
Fax Number:	(317)231-7433		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	3172311313		
Email:	dwong@btlaw.com		
Correspondent Name:	David A.W. Wong		
Address Line 1:	11 South Meridian Street		
Address Line 2:	Barnes & Thornburg LLP		

CH \$190.00 1112095

Address Line 4: Indianapolis, INDIANA 46204

ATTORNEY DOCKET NUMBER: 52930-1

NAME OF SUBMITTER: David A.W. Wong

Signature: /dwong/

Date: 01/21/2011

Total Attachments: 16
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SECURITY AGREEMENT

THIS SECURITY AGREEMENT (“**Security Agreement**”) is made as of the 7th day of January, 2011, by GRAND CANYON PRODUCTS, INC., an Arizona corporation, having its chief executive offices at 5025 N. Central Avenue #103, Phoenix, Arizona 85012, and with a taxpayer ID number of 16433200 (the “**Debtor**”), in favor of SKY VENTURES, INC., an Indiana corporation, on behalf of all Sellers transferring assets pursuant to the Purchase Agreement (as defined below) having a notice address of 8690 S. Slevins Drive, Nineveh, Indiana 46164 (the “**Creditor**”).

Article 1. DEFINITIONS

Section 1.1 **Defined Terms.** As used herein:

“**Collateral**” shall mean all of the Debtor’s property or rights in which a security interest is granted hereunder.

“**Liabilities**” shall mean (a) all payment and other obligations or liabilities of the Debtor to the Creditor with respect to the Note, the Purchase Agreement or otherwise, including all future advances; and (b) all other time to time obligations of the Debtor to the Creditor of every type and description, direct or indirect, absolute or contingent, due or to become due, now existing or hereafter arising, and whether or not contemplated by the Debtor or the Creditor as of the date of this Security Agreement, including, without limitation, any modification, extension, or addition to or of the obligations or the Note.

“**Note**” shall mean the Secured Promissory Note dated of even date herewith, executed by the Debtor in favor of the Creditor, and as the same may be further amended from time to time.

“**Purchase Agreement**” shall mean the Asset Purchase Agreement dated of even date herewith, among the Debtor and the other parties thereto, and as the same may be further amended from time to time.

Section 1.2 **Incorporation of Purchase Agreement Definitions.** Other capitalized terms used herein and not specifically herein defined shall have the meanings ascribed to them in the Purchase Agreement.

Section 1.3 **Terms Defined in the Indiana Uniform Commercial Code.** Terms defined in the Indiana Uniform Commercial Code which are not otherwise defined in this Security Agreement are used herein as defined in the Indiana Uniform Commercial Code, as in effect from time to time. Words used in the singular includes plural and vice versa.

Article 2. SECURITY INTEREST IN COLLATERAL

As security for the payment and performance of the Liabilities, the Creditor shall have, and the Debtor does hereby grant to the Creditor, a continuing purchase-money security interest in the following Collateral:

(a) all property or rights purchased by the Debtor pursuant to the Purchase Agreement, including those described on **Exhibits A, B, C, and D** attached hereto;

(b) all products and Proceeds of each of the foregoing, specifically including, without limitation, (i) any and all Proceeds of any insurance, indemnity, warranty or guaranty payable to the Debtor from time to time, (ii) any and all payments of any form whatsoever made or due and payable to the Debtor from time to time in connection with any requisition, confiscation, condemnation, seizure or forfeiture of all or any part of the foregoing by any governmental authority or any person acting under color of governmental authority, (iii) to the extent of the value of Collateral, claims arising out of the loss, nonconformity, or interference with the use of, defects or infringement of rights in, or damage to, the Collateral, and (iv) any and all other amounts from time to time paid or payable under or in connection with any of the foregoing, whether or not in lieu thereof;

(c) all renewals, extensions, replacements, modifications, additions, improvements, accretions, accessions, betterments, substitutions, replacements, annexations, tools, accessories, parts and the like now in, attached to or which may hereafter at any time be placed in or added to any Collateral, whether or not of like kind; and

(d) all rights, remedies, claims and demands under or in connection with each of the foregoing.

This Agreement evidences the express grant of a purchase-money security interest in the Collateral, which the Debtor purchased from one or more corporations wholly owned by the Secured Party pursuant to the Purchase Agreement, in part, with financing provided by the Second Party pursuant to the Note.

Article 3. REPRESENTATIONS AND WARRANTIES

To induce the Creditor to enter into the Purchase Agreement and the Note and to make the other financial accommodations thereunder, the Debtor represents and warrants to the Creditor that:

Section 3.1 **Name of Debtor.** The exact name of the Debtor and its state of organization are each correctly stated in the preamble to this Security Agreement.

Section 3.2 **Chief Executive Office.** The Debtor's chief executive office and taxpayer identification number are set forth in the preamble to this Security Agreement.

Section 3.3 **Title to Collateral.** All Collateral is lawfully owned by the Debtor, free and clear of any prior security interest, pledge, sale, assignment, transfer or other encumbrance; the Debtor has the unencumbered right to pledge, sell, assign or transfer the Collateral and to subject the Collateral to the purchase-money security interest in favor of the Creditor herein; no financing statement covering all or any portion of the Collateral is on file in any public office (other than as may be in favor of the Creditor); and the security interest herein constitutes a legal and valid, first priority purchase-money security interest in the Collateral.

Article 4. AGREEMENTS CONCERNING INTELLECTUAL PROPERTY

Section 4.1 **Maintenance of Intellectual Property.** Unless otherwise agreed in writing by the Creditor, Debtor shall have the duty to do any and all acts which are necessary to preserve

and maintain all material rights in the Marks, Copyrights and Domain Names (collectively, the “**Intellectual Property**”). Debtor will give proper statutory notice in connection with the use of its Intellectual Property. The Debtor shall not abandon any of the Intellectual Property nor permit the expiration of any material Intellectual Property registrations without the written consent of the Creditor. Debtor shall do any and all acts reasonably required by the Creditor to ensure Debtor’s compliance with this Section 4.1. Notwithstanding the provisions in the Purchase Agreement, any expenses incurred in connection with the Intellectual Property shall be borne by Debtor.

Section 4.2 Opposition Proceedings. Unless and until there shall have occurred and be continuing a Default, Debtor shall retain the legal and equitable title to the Intellectual Property and shall have the right to bring any opposition proceedings, cancellation proceedings or lawsuit in its own name to enforce, protect and use the Intellectual Property in the ordinary course of its business, but shall not be permitted, except with the prior written consent of the Creditor, to sell, assign, transfer or otherwise encumber the Intellectual Property, other than licensings or other dispositions in the ordinary course of business or to resolve litigation or disputed claims brought or made by unrelated parties.

Section 4.3 Verification of Intellectual Property. The Creditor, its officers, agents, attorneys and accountants, may verify the Intellectual Property and the Debtor shall furnish to the Creditor upon request schedules of Intellectual Property thereto, and shall do, make and deliver all such additional and further acts, things, deeds, assurances and instruments as the Creditor may reasonably require with respect to the Intellectual Property. The Debtor shall promptly notify the Creditor, if it knows that any material application or registration relating to Intellectual Property may become abandoned or dedicated to the public, or of any material adverse determination or development (including any claim) regarding the Intellectual Property or any material license with respect thereto, or regarding its right to register, keep and maintain the same, or if it knows that a material item of Intellectual Property is materially infringed or misappropriated by a third party, and, in any such event, unless (a) the Creditor, or (b) the shareholders of the Debtor in the exercise of reasonable business judgment after having considered the advice of reputable intellectual property counsel shall have determined that litigation is inappropriate or unadvisable, promptly sue for infringement or misappropriation.

Section 4.4 Supplemental Documentation. Concurrently with the execution of this Security Agreement, and from time to time hereafter upon request of the Creditor, the Debtor shall execute and deliver to the Creditor supplemental security agreements relating to any or all registered patents, trademarks, tradenames, copyrights and applications for any of the foregoing, in a form satisfactory to the Creditor and suitable for recording in the records of the registering Governmental Authority.

Article 5. GENERAL PROVISIONS CONCERNING COLLATERAL

Section 5.1 Further Assurances. The Debtor agrees to do such reasonable acts and things and deliver or cause to be delivered such other documents as the Creditor may deem necessary to establish and maintain a valid security interest in the Collateral (free of all other liens and claims) to secure the payment and performance of the Liabilities and to defend title to the Collateral against any person claiming any interest therein adverse to the Creditor. The Debtor authorizes the Creditor, at the expense of the Creditor to file a financing statement or

statements on its behalf in those public offices deemed advisable or necessary by the Creditor to protect the security interests of the Creditor herein granted. If permitted by law, the Debtor agrees that a carbon, photographic or other reproduction of this Security Agreement or of a financing statement may be filed as a financing statement. The Debtor acknowledges receipt of such financing statements, including without limitation any mortgage filed as a fixture filing, in accordance with I.C. 26-1-9.1-502(f). It is understood that pursuant to I.C. 26-1-9.1-324, the Secured Party may be required to notify other secured parties in order to preserve and protect the priority of the purchase-money security interest granted hereunder. The Secured Party is authorized to notify the holder of any security interest in a financing statement filed against the Debtor if in the sole judgment of the Secured Party any such interest might be deemed to conflict with its own.

Section 5.2 Creditor May Defend Title. In the event the Debtor fails to pay any taxes, assessments, premiums, or fees, or fails to discharge any liens or claims against the Collateral in the Creditor's reasonable discretion, the Creditor may, with demand or notice, pay any such taxes, assessments, premiums or fees, or pay, acquire, satisfy or discharge any liens or claims asserted against the Collateral (without any obligation to determine the validity thereof). All sums so expended by the Creditor shall become a Liability secured by these presents and shall bear interest at the highest default rate of interest set forth in the Note until paid.

Section 5.3 Inspection of Collateral. During Debtor's usual business hours, the Creditor may inspect and examine the Collateral.

Section 5.4 Transfer of Collateral. Debtor shall not sell, lease, license, transfer or otherwise dispose of any interest in any Collateral except licensings and other dispositions of Intellectual Property in the ordinary course of business pursuant to Section 4.2.

Article 6. DEFAULT AND REMEDIES

Section 6.1 Default. The occurrence of any of the following events shall be deemed a "Default" hereunder:

- (a) the occurrence of an "Event of Default" as defined in the Note;
- (b) any representation or warranty made by or on behalf of Debtor to Creditor under or in connection with the Purchase Agreement, this Security Agreement or the Note shall be false in any material respect as of the date on which made;
- (c) any governmental authority shall condemn, seize or otherwise appropriate, or take custody or control of all or any substantial portion of Collateral; and
- (d) this Security Agreement shall for any reason fail to create a valid and perfected first priority purchase-money security interest in the Collateral.

Section 6.2 Remedies Generally; Power of Sale. Upon the occurrence of any Default and at any time thereafter so long as such Default remains uncured, the Creditor shall have all rights and remedies available at law or in equity including, without limitation, the rights and remedies of a secured party under the Indiana Uniform Commercial Code, as in effect from time to time (regardless of whether the Code has been enacted in the jurisdiction where rights or remedies are asserted), including, without limitation, the right to take possession of the Collateral, notify any account debtor to make payment directly to the Creditor, and for that

purpose the Creditor may, so far as the Debtor can give authority therefor, enter upon any premises on which the Collateral may be situated and remove the same therefrom. The Creditor shall give to the Debtor at least ten (10) days' prior written notice of the time and place of any public sale of Collateral or of the time after which any private sale or any other intended disposition is to be made. The Creditor may in its discretion transfer any securities or other property constituting Collateral into its own name or that of its nominee and receive the income thereon and hold the same as security for Liabilities or apply it on principal or interest due on Liabilities. In the event that the Creditor takes possession of any Intellectual Property, the goodwill associated with any trademarks, tradenames, trade dress, and service marks of the Debtor shall be transferred to the Creditor.

Section 6.3 Waiver and Amendment. Except as otherwise expressly set forth herein, to the extent permitted by law, the Debtor waives demand, notice, protest, notice of acceptance of this Security Agreement, notice of loans made, credit extended, Collateral received or delivered or other action taken in reliance hereon and all other demands and notices of any description. With respect to both Liabilities and Collateral, the Debtor assents to any extension or postponement of the time of payment or any other indulgence, to any substitution, exchange, or release of Collateral, to the addition or release of any party or person primarily or secondarily liable, to the acceptance of partial payments thereon and the settlement, compromise or adjustment of any thereof, all in such manner and at such time or times as the Creditor may deem advisable. Except as otherwise provided by law, the Creditor shall have no duty as to the collection or protection of the Collateral, or any income therefrom, nor as to the preservation of rights against prior parties nor as the preservation of any rights pertaining thereto beyond the safe custody thereof. The Creditor may exercise its rights with respect to Collateral without resorting or regard to other Collateral or sources of reimbursement for any Liability. The Creditor shall not be deemed to have waived any of these rights upon or under Liabilities or Collateral unless such waiver is in writing and signed by the Creditor. No delay or omission on the part of the Creditor in exercising any right shall operate as a waiver of such right or any other right. A waiver on any one occasion shall not be construed as a bar to the exercise of any right on any future occasion. All rights and remedies of the Creditor as to the Liabilities or Collateral whether evidenced hereby or by any other instrument or papers shall be cumulative and may be exercised singly, successively or together. The Creditor may, from time to time, without notice to the Debtor (a) retain or obtain a security interest in any property of any other person, in addition to the Collateral, to secure any of the Liabilities; (b) retain or obtain the primary or secondary liability of any party or parties, in addition to the Debtor with respect to any of the Liabilities; (c) extend or renew for any period (whether or not longer than the original period) or release or compromise any liability of any party or parties primarily or secondarily liable to the Creditor under the Note; (d) release its security interest in any of the property securing any of the Liabilities and permit any substitution or exchange for any such property; and (e) resort to the Collateral for the payment of any of the Liabilities whether or not it shall have resorted to any other property or shall have proceeded against any party primarily or secondarily liable for any of the Liabilities. The Creditor shall not, under any circumstances, or in any event whatsoever, have any liability for any error or omission or delay of any kind occurring in the liquidation of any Collateral or for any damage resulting therefrom except liability resulting from any act or omission by the Creditor which constitutes willful misconduct. This Security Agreement may be amended only by a writing duly signed by the Creditor and the Debtor.

Section 6.4 Expenses; Proceeds of Collateral. The Debtor shall pay to the Creditor on demand any and all reasonable out-of-pocket expenses, including reasonable attorneys' fees, incurred or paid by the Creditor in protecting the Collateral or the existence, perfection or priority of the Creditor's security interest therein. After deducting all of such expenses, the residue of any Proceeds of collection or sale of the Collateral shall be applied to the payment of principal of or interest on the Liabilities in such order of preference as the Creditor in its sole and absolute discretion may determine, proper allowance for interest on Liabilities not then due being made, and any excess shall be returned to the Debtor.

Section 6.5 Power of Attorney. The Debtor hereby irrevocably appoints the Creditor and the Creditor's designees from time to time its true and lawful attorneys-in-fact, with full power of substitution in the premises upon the occurrence of a Default and so long as such Default remains uncured after notice to the Debtor (a) to demand, collect, receipt for, settle, compromise, adjust, sue for, foreclose or realize upon the Collateral in such manner as the Creditor may determine, whether or not the Collateral is then due; (b) to receive, open, and dispose of mail addressed to the Debtor; (c) to endorse notes, checks, drafts, money orders, documents or other evidences of payment, shipment or storage or any form of Collateral on behalf of and in the name of the Debtor; (d) to sign and send on behalf of the Debtor any invoice or bill of lading relating to any account, on drafts against customers, on schedules and assignments of accounts, on notices of assignment, financing statements and other public records, on verifications of accounts and on notices to customers; (e) to sign the Debtor's name to the proofs of claim against any account debtor on behalf of the Debtor; (f) to notify the post office authorities to change the address for delivery of the Debtor's mail to an address designated by the Creditor; (g) to endorse Debtor's name on all applications, documents, papers, certificates and instruments necessary or expedient for the Creditor to use the Intellectual Property, or necessary or expedient to grant or issue any exclusive or nonexclusive license under the Intellectual Property to anyone else, or necessary or expedient for the Creditor to assign, pledge, convey or otherwise transfer title in, or dispose of, the Intellectual Property to anyone else, for the purpose of recording, registering, filing or accomplishing any other formula with respect to the Intellectual Property; and (h) to do all things necessary to carry out this Security Agreement. The Debtor hereby ratifies and approves all acts of such attorneys. Neither the Creditor nor any attorney will be liable for any acts or omissions nor for any error of judgment or mistake of fact or law, absent gross negligence, bad faith or willful misconduct. This power, being coupled with an interest, is irrevocable until the Liabilities have been fully satisfied.

Section 6.6 License. Debtor hereby grants to the Creditor a limited license to use, without charge, Debtor's Intellectual Property and other Collateral in completing production of, advertising for sale, or selling any Collateral after any Default and so long as such Default remains uncured, and all of the Debtor's rights under all licenses and franchise agreements shall, in such event, inure to the Creditor's benefit. In addition, the Debtor shall, upon request by the Creditor, make available such personnel in Debtor's employ on the date of any Default as the Creditor may reasonably designate to permit the Creditor to continue, directly or indirectly, to produce, advertise and sell the Collateral sold by the Debtor under any Intellectual Property or license. The license herein shall include the right of the Creditor to use, assign, license or sublicense any of the Debtor's Intellectual Property, including in such license reasonable access as to all media in which any of the licensed items may be recorded or stored; provided that the Creditor shall comply with all pre-existing quality control standards and trademark use

requirements of the Debtor. No agreements hereafter entered into by the Debtor shall prohibit, restrict or impair the rights of the Creditor granted hereunder.

Section 6.7 Reinstatement. If, at any time after payment in full by the Debtor of all Liabilities and termination of the Creditor's security interest, any payments on the Liabilities previously made by the Debtor or any other person must be disgorged by the Creditor for any reason whatsoever, including, without limitation, the insolvency, bankruptcy or reorganization of the Debtor or such person, this Security Agreement and the Creditor's security interests herein shall be reinstated as to all disgorged payments as though such payments had not been made, and the Debtor shall sign and deliver to the Creditor all documents, and shall do such other acts and things, as may be necessary to re-perfect the Creditor's security interest.

Section 6.8 No Marshaling. The Debtor, on its own behalf and on behalf of its successors and assigns, hereby expressly waives all rights, if any, to require a marshaling of assets by the Creditor or to require the Creditor's first resort to some or any portion of the Collateral before foreclosing upon, selling or otherwise realizing on any other portion thereof.

Article 7. MISCELLANEOUS PROVISIONS

Section 7.1 Governing Law. This Security Agreement and all rights and obligations hereunder, including matters of construction, validity and performance, shall be governed by the Uniform Commercial Code and other applicable laws of the State of Indiana, without regard to conflict of law principles.

Section 7.2 Severability. Whenever possible each provision of this Security Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Security Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition without invalidating the remainder of such provision or the remaining provisions of this Security Agreement. The Debtor recognizes that the Creditor has relied on this Security Agreement in extending credit to the Debtor and agrees that such reliance by the Creditor shall be sufficient consideration for this Security Agreement.

Section 7.3 Binding on Successors. The rights and privileges of the Creditor shall inure to the benefit of its respective successors and assigns.

Section 7.4 WAIVER OF JURY TRIAL. CREDITOR AND DEBTOR, AFTER CONSULTING OR HAVING HAD THE OPPORTUNITY TO CONSULT WITH COUNSEL, KNOWINGLY, VOLUNTARILY, INTENTIONALLY, IRREVOCABLY AND UNCONDITIONALLY WAIVE ANY RIGHT EITHER OF THEM MAY HAVE TO A TRIAL BY JURY IN ANY LITIGATION BASED UPON OR ARISING OUT OF THIS AGREEMENT, THE NOTE, THE PURCHASE AGREEMENT OR ANY OTHER RELATED TRANSACTION DOCUMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT OR ANY COURSE OF CONDUCT, DEALING, STATEMENTS (WHETHER ORAL OR WRITTEN), OR ACTIONS OF EITHER OF THEM. NEITHER CREDITOR NOR DEBTOR SHALL SEEK TO CONSOLIDATE, BY COUNTERCLAIM OR OTHERWISE, ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED. THESE PROVISIONS SHALL NOT BE DEEMED TO HAVE BEEN MODIFIED

IN ANY RESPECT OR RELINQUISHED BY EITHER CREDITOR OR DEBTOR EXCEPT BY A WRITTEN INSTRUMENT EXECUTED BY BOTH OF THEM.

[SIGNATURE PAGE FOLLOWS]

EXHIBIT A
TRADEMARKS, REGISTRATIONS, AND APPLICATIONS

LIVE REGISTRATIONS:

1. "RUSH" - U.S. Reg. #1112095 (GLP)
2. "Hardware" - U.S. Reg. #1765515 (GLP)
3. "Bolt" - U.S. Reg. #1399190 (GLP)
4. "Quick Silver" - U. S. Reg. #1748105 (GLP)
5. "Ram" - U.S. Reg. Reg #1748106 (GLP)
6. "Power-Pak Pellet" - U.S. Reg. #2538037 (GLP)
7. "RU" - U.S. Reg. #3136201 (GLP)
8. "RUSH" - ECT Reg. #000691493 (GLP)
9. "Pop'rs" - ECT Reg. #1070317 (GLP)
10. "Locker Room" - ECT Reg. #1865351 (GLP)
11. "PWD" - ECT Reg. #004496378 (GLP) (personal lubricant and liquid incense)
12. "RUSH" - UK Reg. #1431356 (PWD)
13. "Quick Silver" - UK Reg. #1187880 (GLP)
14. "Hardware" - UK Reg. #1187878 (GLP)
15. "Quick Silver" - Benelux Reg. #387823 (GLP)
16. "Hardware" - Benelux Reg. #387822 (GLP)
17. "Ram" - Benelux Reg. #387824 (GLP)
18. "RUSH" - Canada Reg. #271626 (PWD)
19. "Hardware" Japan Reg. #1788805 (GLP)
20. "RUSH" - Japan Reg. #4534219 (GLP)
21. "Quick Silver" - Japan Reg. #3143380 (GLP)
22. "Hardware" - South Africa Reg. #96/3812 (GLP)
23. "RUSH" - South Africa Reg. #96/3016 (GLP)
24. "RUSH" - Mexico Reg. #471398 (GLP)

CANCELLED REGISTRATIONS:

1. "PWD" - U.S. Reg. #2298182 (GLP) (room odorizers)
2. "PWD" - U.S. Reg. #2690676 (GLP) (personal lubricant)
3. "Iron Horse" - U.S. Reg. #2804557 (GLP)
4. "Locker Room" - U.S. Reg. #2716158 (GLP)
5. "Liquid Aroma" - U.S. Reg. #1218752 (GLP)
6. "Pop'rs" - U.S. Reg. [n/a] (GLP)
7. "Jungle Juice" - U.S. Reg. [n/a] (GLP)
8. "It's the RUSH Hour" - U.S. Reg. [n/a] (GLP)
9. "PWD" - U.S. Reg. [n/a] (GLP) (personal lubricant)
10. "RUSH" - U.S. Reg. [n/a] (GLP) (personal lubricant)
11. "Liquid Fresh" - U.S. Reg. #1343767 (GLP)
12. "Jumpics" - U.S. Reg. #1325734 (GLP)
13. "GLP" - U.S. Reg. #1393734 (GLP)
14. "Ram" - U.S. Reg. #1246211 (GLP)
15. "Quick Silver" - U.S. Reg. #1210208 (GLP)
16. "Hardware" - U.S. Reg. #1112107 (GLP)
17. "Heavy Duty Bolt" - UK Reg. #1431354 (PWD)
18. "RUSH" - Benelux Reg. #491952 (GLP)
19. "Heavy Duty Bolt" - Benelux Reg. #484951 (GLP)
20. "BOLT" - Japan Reg. #1984941 (PWD)
21. "Hardware" - Spain Reg. #1603107 (GLP)

EXHIBIT B
COPYRIGHTS

EXHIBIT C

DOMAIN NAMES

aidsandpoppers.com
allaboutpoppers.be
allaboutpoppers.biz
allaboutpoppers.co.uk
neverfakeit.net
allaboutpoppers.info
allaboutpoppers.net
allaboutpoppers.org
allaboutpoppers.ws
aromabanners.com
sellrush.com
aromasales.co.uk
aromasales.net
bellasuno.net
blueboy-poppers.com
boltaroma.co.uk
boltaromas.co.uk
boltaromas.com
boltliquidaroma.co.uk
boltliquidaroma.com
boltliquidaromas.co.uk
boltliquidaromas.com
boltliquidincense.co.uk
boltliquidincense.com
brownbottle.net
captainrush.com
captainrush.co.uk
hardwareliquidaroma.com
circleadvertising.com
circlecityadvertising.com
committeetomonitorpoppers.com
committeetomonitorpoppers.info
committeetomonitorpoppers.net
committeetomonitorpoppers.org
liquidaromabrand.com
epoppers.net
epoppers.ws
formulaxbrand.com
hankwilson.info
hardwarearoma.co.uk
hardwarearomas.co.uk
hardwarearomas.com
hardwareliquidaroma.co.uk
poprsliquidaroma.com
hardwareliquidaromas.co.uk
hardwareliquidaromas.com
hardwareliquidincense.co.uk
hardwareliquidincense.com
ibuzz and ipod * domains
ironhorseleathercleaner.co.uk
pwdbrands.com
ironhorsepoppers.com
junglejuicepoppers.co.uk
junglejuicepoppers.com
junglejuicepoppers.info
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junglejuicepoppers.ws
legalrush.com
legalrushdealers.com
liquidaroma.net
liquidaroma.org
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pwdbrands.net
liquidaromas.co.uk
liquidaromas.net
liquidaromas.org
lockerroomaroma.co.uk
lockerroomaroma.com
lockerroomaroma.net
lockerroomaroma.ws
manscent-poppers.com
myebaypics.net
quicksilverliquidaroma.com
neverfakeit.info
ramliquidaroma.com
nitroaroma.net
pigsweat.ws
pleasurewave.com
pleasurewave.net
pleasurewave.org
podblog.ws
popper.info
poppers-ksconnection.com
poppers.ws
popperscash.co.uk
poprsliquidaroma.co.uk
powerpakpellet.com
rushbrand.com
powerpakpellet.net
powerpakpellet.org
pwdawards.com
pwdbrands.co.uk
rushbrand.net
rushbrand.org
rushbrands.com
queeradvertising.org
quicksilverliquidaroma.co.uk
rushbrands.net
ramliquidaroma.co.uk
rushbrands.org
realgoldaromas.co.uk
realpoppers.net

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regulatingpoppers.com
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rulube.ws
rulubes.com
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rusharoma.eu
rusharomas.co.uk
ironhorseleathercleaner.com
pwdorders.com
royorders.com
rushbrands.co.uk
allaboutpoppers.com
aromabrands.com
caminet.net
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rushliquidaroma.co.uk
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rushliquidaromas.com
rushliquidincense.co.uk
rushliquidincense.com
rushlube.com
rushlube.net
rushlube.org
rushpoppers.biz
rushpoppers.cc
rushpoppers.co.uk
neverfakeit.com
rushpoppers.info
rushpoppers.org
rushpoppers.us
rushpoppers.ws
rushpoppersspanish.com
rushspanish.com
donaldsonpartnersgrp.com
socialconsciencetv.com
taiwanbluepoppers.com
thunderboltheadcleaner.com
usaformula.com
usaformula.info
virusmythpoppersmyth.com
virusmythpoppersmyth.org
whatarepoppers.com
wisecorporation.com

EXHIBIT D

TANGIBLE ASSETS

Type of Label: Full Body Shrink Bands

Brand Name	Quantity
Hardware - IBN	373,100
Heavy Duty BOLT - IBN	191,100
Liquid Aroma Brand - IBN	200,200
Pop'rs - IBN	81,900
Quicksilver - IBN	127,400
Ram - IBN	154,700
RUSH - IBN	1,374,100
Hardware - IPN	36,400
Heavy Duty BOLT - IPN	36,400
Locker Room - IPN	36,400
Pop'rs - IPN	36,400
Quicksilver - IPN	36,400
Ram - IPN	36,400
RUSH - IPN	564,200
RUSH - IPN (UK only)	1,010,100
Hardware - HEX	81,900
Locker Room - HEX	172,900
Ram - HEX	127,400
RUSH - HEX	182,000
Nitro Supra	18,200
Reds	72,800
Rave	81,900
Real Gold	100,100
Clear shrink bands w/ eye mark	10 rolls
"Sealed For Your Protection"	7 rolls

Type of Label: Pressure-sensitive Adhesive

Brand Name	Quantity
Amsterdam Poppers (15cc & 30cc)	28,000
Amsterdam Special	51,300
Blue Boy (15cc & 30cc)	83,250
Ecstasy Pop	79,800
English	58,000
Formula X	3 rolls
Iron Horse (8.5cc)	25,000
Iron Horse (15cc & 30cc)	44,500

Jungle Juice Platinum	90,000
Jungle Juice Plus (8.5cc)	25,000
Jungle Juice Plus (15cc & 30cc)	247,500
Man Scent (8.5cc)	18,900
Man Scent (15cc & 30cc)	80,500
Pig Sweat	4,900
The Real Poppers	14,700
Braille stickers	220 rolls
Isopropyl nitrite stickers	240,000

Item	Type	Quantity
Bottles		
	PWD logo	1,454,112
	10cc non-logo	376,992
	8.5cc	20 boxes
	15cc	20 boxes
	15cc "Taiwan Blue"	10 boxes
	30cc "squares"	64,350
	30cc rounds	51,840
Caps		
	PWD logo	1,260,000
	10cc non-logo	50,000
	8.5cc	?
	10cc UK child safety	492,000
	15cc	10 boxes
	30cc "squares"	56,400
18-Unit Trays		
	RUSH	133,025
	Hardware	25,500
	Heavy Duty BOLT	25,500
	Liquid Aroma Brand	17,850
	Pop'rs	6,375
	Quicksilver	17,000
	Ram	10,625
	Plain (white)	21,250

Additional Raw Materials:

1. Power-Pak Pellets
2. Rolls of "Flammable" adhesive shipping labels
3. Rolls of "↑↑" (up arrows) adhesive shipping labels
4. Rolls of "UN1993" adhesive shipping labels
5. Rolls of "LQ" adhesive shipping labels
6. Other miscellaneous shipping labels

Machinery & Equipment:

1. PWD a/k/a Box Car Line
2. "New" Line
3. Mixing tanks
4. Small hand mixers
5. Tape machine
6. Fire-proof cabinets for storage of prepared chemical
7. Compressors
8. Other miscellaneous small machinery & equipment (*i.e.*, pallet jacks, barrels, siphoning hoses, machine to gauge cap tightness, etc.)