

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Execution Date
Pumpkin Masters LLC	01/10/2007

RECEIVING PARTY DATA

Name:	SunTrust Bank
Street Address:	76 South Laura Street
City:	Jacksonville
State/Country:	FLORIDA
Postal Code:	32202

PROPERTY NUMBERS Total: 40

Property Type	Number
Patent Number:	D483645
Patent Number:	D456920
Patent Number:	D427708
Patent Number:	D454967
Patent Number:	D453702
Patent Number:	5655861
Patent Number:	6497046
Patent Number:	6055738
Patent Number:	5832615
Patent Number:	6578710
Patent Number:	6113520
Patent Number:	6342175
Patent Number:	6575613
Patent Number:	4828114
Patent Number:	5092050

PATENT

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Patent Number:	6093446
Patent Number:	6309092
Patent Number:	6260480
Patent Number:	D452636
Patent Number:	6266186
Application Number:	10401491
Application Number:	10410889
Application Number:	10464672
Application Number:	10754066
Application Number:	11009544
Application Number:	11236473
Application Number:	11529774
Application Number:	11529775
Application Number:	11582516
PCT Number:	US0410890
Application Number:	60721043
Application Number:	60721042
Application Number:	60721048
Application Number:	60726764
PCT Number:	US0409263
Application Number:	60594093
Application Number:	60602944
Application Number:	60609109
Application Number:	60613886
Application Number:	60613676

CORRESPONDENCE DATA

Fax Number: (561)659-6313

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Email: Joan.Meagher@Akerman.com

Correspondent Name: Peter A. Chiabotti

Address Line 1: AKERMAN SENTERFITT

Address Line 2: 222 Lakeview Avenue, Suite 400

Address Line 4: West Palm Beach, FLORIDA 33401-6183

ATTORNEY DOCKET NUMBER:	34625-196530
NAME OF SUBMITTER:	Peter A. Chiabotti

Total Attachments: 21

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

WHEREAS, Pumpkin Masters LLC, a Colorado limited liability company having corporate office located at 650 South Cherry Street, Suite 1200, Denver, Colorado 80246 ("Pumpkin Masters") has a security interest in intellectual property including that which is set forth in Schedule A;

WHEREAS, SunTrust Bank, a Georgia banking corporation authorized to transact business in Florida, 76 South Laura Street, Jacksonville, Florida 32202 ("Bank") is desirous of acquiring a security interest in the intellectual property set forth in Schedule A; and

WHEREAS, Pumpkin Masters is obligated to Bank, and has assumed obligations under that certain Loan and Security Agreement dated the 10th day of January, 2007 by and between Pumpkin Masters LLC and SunTrust Bank (the "Loan Agreement") and has under the terms of such agreement granted a security interest in certain intellectual property rights to Bank;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Pumpkin Masters exclusively owns the entire right, title and interest in, to and under, or possesses a license to, all of the patents and patent applications (the "Patents"), registered and unregistered trademarks, service marks, trade dress, logos and designs and the trade names (the "Marks"), trade secrets, know how, registered and unregistered copyrights (the "Copyrights"), and domain names, email addresses and websites, including the scripts, source code and object code therefore (the "Domain Name and Website Rights"), and licenses and rights with respect to the foregoing necessary for the current and planned future conduct of its business all of which are identified more fully on Schedule A attached hereto and made a part hereof (collectively, the "Intellectual Property"). Pumpkin Masters does hereby assign and grant to Bank a security interest in, and mortgage on, all right, title and interest of Pumpkin Masters in and to the Intellectual Property in the United States and throughout the world, including: (i) the Patents, any application, issue, re-examination, re-issue, continuation, continuation-in-part, division, improvement or extension thereof, and all proceeds thereof, including without limitation, any and all causes of action for infringement thereof and any and all royalties for any licenses thereof for the full term of the Patents; (ii) the Copyrights, including without limitation, all reproduction and allied rights necessary for production, distribution and exploitation of the works that are the subject of the Copyrights in perpetuity and all copyrights therein and all renewals and extensions thereof, and any and all causes of action for infringement thereof and any and all royalties for any licenses thereof, and all translations, adaptations, and other versions of the works now made or hereafter created; (iii) the Domain Name and Website Rights, including, without limitation, any and all causes of action for infringement thereof and any and all royalties for any licenses thereof; and (iv) the Marks, and the applications and registrations thereof, together with the goodwill of the business connected with the use of and symbolized by the Marks, and all proceeds thereof, including, without limitation, any and all causes of action for infringement thereof and any and all royalties for any licenses thereof.


Pumpkin Masters does hereby further acknowledge and affirm that the rights and remedies of Bank with respect to the security interest in the Intellectual Property made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

The foregoing grants are made in order to secure the prompt payment, performance and observance of the obligations as defined in the Loan Agreement. This security interest extends to all intellectual property listed in Schedule A, as well as any other Intellectual Property of Pumpkin Masters now owned or hereafter acquired.

[SIGNATURE APPEARS ON FOLLOWING PAGE.]

IN WITNESS WHEREOF, Pumpkin Masters has hereunto caused its name to be subscribed by its duly authorized agent and representative to this Intellectual Property Security Agreement as of this 10th day of January, 2007.

PUMPKIN MASTERS LLC, a Colorado
limited liability company

By: 
Gay A. Burke, Manager

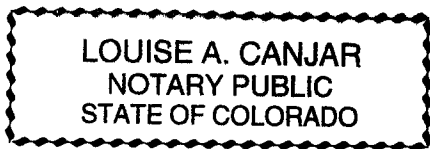
STATE OF COLORADO)

) ss:

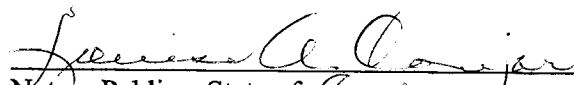
Denver, Colorado

Date: January 10, 2007

City of COUNTY OF)
Before me personally appeared Gay A. Burke, Manager of Pumpkin Masters LLC, the signer of the foregoing Intellectual Property Security Agreement, who acknowledged the same to be the free act and deed of said Gay A. Burke, as Manager of Pumpkin Masters LLC, as agent of and on behalf of Pumpkin Masters LLC.



My Commission Expires 01/20/2010


Notary Public - State of Colorado
Print Name: LOUISE A. CANJAR
State and County Aforesaid
My Commission Expires: 1-20-2010

SCHEDULE A**Issued US Patents:**

<u>SERIAL NUMBER/ PATENT NO.</u>	<u>FILING DATE/ ISSUE DATE</u>	<u>TITLE</u>
29/179,502 D483,645	04/09/2003 12/16/2003	Tool Handle
29/129,419 D456,920	09/15/2000 05/07/2002	Bag With Flashlight Handle
29/094,325 D427,708	09/30/1998 07/04/2000	Illumination Device
29/131,028 D454,967	10/12/2000 03/26/2002	Dome-Shaped Illumination Device
29/129,420 D453,702	09/15/2000 02/19/2002	Spherical Flashlight Pendant
08/549,357 5,655,861	10/27/1995 08/12/1997	Hand-Held Drilling Tool
09/156,986 6,497,046	09/18/1998 12/24/2002	Safety Saw For Cutting Soft Materials
09/028,217 6,055,738	02/23/1998 05/02/2000	Stencil And Kit For Transferring Images And Methods Therefor
08/763,529 5,832,615	12/12/1996 11/10/1998	Hand-Held Cutting Tool With Fatigue-Resistant Blade
09/889,338 6,578,710	10/20/2000 06/07/2003	Pumpkin Decorating Kit And Method Using Light Guiding Pegs
09/340,554 6,113,520	06/28/1999 09/05/2000	Combination Jump Rope And Sidewalk Chalk Holder Toy
09/348,850 6,342,175	07/07/1999 01/29/2002	Method Of Carving Shapes In A Pumpkin Shell

SCHEDULE A

<u>SERIAL NUMBER/ PATENT NO.</u>	<u>FILING DATE/ISSUE DATE</u>	<u>TITLE</u>
09/971,786 6,575,613	10/04/2001 06/10/2003	Portable Special Effects Illumination Device
07/091,436 4,828,114	08/31/1987 05/09/1989	Pumpkin Carving Kit
07/607,150 5,092,050	10/31/1990 03/03/1992	Hand Held Scraping Device
08/182,409 6,093,446	01/14/1994 07/25/2000	Method for Decorating Surfaces With Transfer Patterns
09/163,744 6,309,092	09/30/1998 04/30/2009	Illumination Device For Illuminating An Object & Interior
6,260,480		<i>Egg Cleaning And Decorating Method and Kit</i>
D452,636		<i>Inflatable Treat Bowl</i>
6,266,186		<i>Creative Art Kit</i> Not assigned to Pumpkin Masters LLC

SCHEDULE A

US Patent Applications:

<u>SERIAL NUMBER/ PATENT NO.</u>	<u>FILING DATE/ ISSUE DATE</u>	<u>TITLE</u>
10/401,491	03/28/2003	Piercing Tool
10/410,889	04/09/2003	Tool With Ergonomic Soft-Grip Handle
10/464,672	12/4/2001	Pumpkin Decorating Kit
10/754,066	01/07/2004	Garment and Garment Accessories Having Luminescent Accents and Fabrication Method Therefor
11/009,544	12/09/2004	Packaging System For The Display And Sale of Objects
11/236,473	09/27/2005	Drive Handle and Power Saw For Carving Soft Materials
11/529,774	09/27/2006	Giant Metal Rotating Scraper Scoop
11/529,775	09/27/2006	Pumpkin Carving Tool
11/582,516	10/16/2006	Illumination Device
PCT/US2004/010890	04/07/2004	Tool With Soft-Grip Handle
60/721,043*	09/27/2005	Pumpkin Carving Tool

*non-provisional application number
11/529,775 claims priority to this
provisional application

SCHEDULE A

<u>SERIAL NUMBER/ PATENT NO.</u>	<u>FILING DATE/ ISSUE DATE</u>	<u>TITLE</u>
60/721,042* *non-provisional application number 11/529,774 claims priority to this provisional application	09/27/2005	Giant Metal Rotating Scraper Scoop
60/721,048	09/28/2005	Improved Illuminated Bucket
60/726,764* *non-provisional application number 11/582,516 claims priority to this provisional application	10/14/2005	Illumination Device
PC7/US2004/09263 (expired)	03/25/2004	Piercing Tool
60/594,093 (expired)	03/10/2005	Search Game and Kit Incorporating the Same
60/602,944 (expired)	08/18/2004	Kit and Method for Decorating Plastic Eggs
60/609,109 (expired)	09/10/2004	Decoration Kit and Method for Miniature Pumpkins
60/613,676 (expired)* * non-provisional application number 11/236,473 claims priority to this provisional application	09/27/2004	Drive Handle and Power Saw for Carving Soft Materials
60/613,886 (expired)	09/27/2004	Illumination Device

Foreign Patent Applications (China):

<u>SERIAL NUMBER/ PATENT NO.</u>	<u>FILING DATE/ISSUE DATE</u>	<u>TITLE</u>
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SCHEDULE A

<u>SERIAL NUMBER/ PATENT NO.</u>	<u>FILING DATE/ISSUE DATE</u>	<u>TITLE</u>
200510129868.2	12/9/2005	Drive Handle and Power Saw for Carving Soft Materials

SCHEDULE A

Trademarks:

<u>MARK</u>	<u>COUNTRY</u>	<u>APPL #</u> <u>REG. #</u>	<u>FILE DATE</u> <u>REG. DATE</u>
'POWER' TOOLS FOR PUMPKINS	US	75/058,923 2,213,214	2/16/1996 12/22/1998
BARE BONES (stylized)	US	75/533,077 2,279,335	8/7/1998 9/21/1999
BARE BONES (stylized)	US	75/532,675 2,310,954	8/7/1998 1/25/2000
CARVE-O-LANTERN	US	73/650,902 1,465,923	3/23/1997 11/17/1987
CARVE-O-LANTERN	US	73/671,891 1,476,839	7/13/1987 2/16/1988
DURASAW	US	75/058,922 2,160,808	2/16/1996 5/26/1998

SCHEDULE A

<u>MARK</u>	<u>COUNTRY</u>	<u>APPL #</u> <u>REG. #</u>	<u>FILE DATE</u> <u>REG. DATE</u>
EASY CARVE	US	75/899,933 2,484,623	1/21/2000 9/4/2001
HALLOWEEN HARDWARE	US	75/051,736 2,094,288	2/1/1996 9/9/1997
LANTERNS OF LIBERTY	US	78/088,695 2,591,780	10/16/2001 7/9/2002
LIGHTS ON	US	78/190,432 2,916,713	12/2/2002 ¼/2005
MELON LIGHTS FOR SUMMER NIGHTS!	US	74/489,514 1,879,719	2/14/1994 2/21/1995
MONSTER SNOT	US	78/086,592 2,861,224	10/2/2001 7/6/2004

SCHEDULE A

<u>MARK</u>	<u>COUNTRY</u>	<u>APPL #</u> <u>REG. #</u>	<u>FILE DATE</u> <u>REG. DATE</u>
OK!	US	75/315,205 2,212,466	6/26/1997 12/22/1998
OUR KIDS	US	75/315,206 2,152,583	6/26/1997 4/21/1998
PUMPKIN MASTERS	US	74/470,930 1,912,503	12/20/1993 8/15/1995
PUMPKIN PORTRAITS	US	76/133,722 2,611,708	9/22/2000 8/27/2002
PUT A NEW FACE ON HALLOWEEN	US	73/671,896 1,477,650	7/14/1987 2/23/1988
SCARY CARRIES	US	75/557,511 2,272,369	9/24/1998 8/24/1999

SCHEDULE A

<u>MARK</u>	<u>COUNTRY</u>	<u>APPL #</u> <u>REG. #</u>	<u>FILE DATE</u> <u>REG. DATE</u>
THE ORIGINAL PUMPKIN CARVER	US	74/505,886 2,093,958	3/28/1994 9/9/1997
THE THING YA' FLING	US	75/718,388 2,430,455	6/1/1999 2/20/2001
ZOJO	US	75/746,868 2,437,613	7/8/1999 3/20/2004
PUMPKIN MASTERS	US	78/445,703 2,987,593	7/2/2004 8/23/2005
PUMPKIN MASTERS	US	78/445,485 2,987,591	7/2/2004 8/23/2005
PUMPKINS MASTERS	US	78/445,469 2,987,589	7/2/2004 8/23/2005

SCHEDULE A

<u>MARK</u>	<u>COUNTRY</u>	<u>APPL. #</u> <u>REG. #</u>	<u>FILE DATE</u> <u>REG. DATE</u>
PUMPKIN MASTERS / AMERICA'S PUMPKIN CARVING COMPANY & Design	Canada	082152200 489,994	8/23/1996 02/16/1998
PUMPKIN MASTERS	Canada	082152300 489,360	8/23/1996 2/05/1998
PUMPKIN PORTRAITS	Canada	1,096,668	3/21/2001
PUMPKIN MASTERS	UK	2,137,466	
PUMPKIN MASTERS	UK	2,136,895	
PUMPKIN PORTRAITS	UK	2,265,159	

SCHEDULE A

<u>MARK</u>	<u>COUNTRY</u>	<u>APPL #</u> <u>REG. #</u>	<u>FILE DATE</u> <u>REG. DATE</u>
HALLOWEEN HOST	US	78/361,557 3,048,723	2/3/2005 01/24/2006
HALLOWEEN TIME	US	78/469,681	
OK!	US	78/387,834	3/19/2004
OUR KIDS	US	78/387,823	3/19/2004
POWER MASTER	US	78/484,992	9/16/2004
PUMPKIN MASTERS	US	78/445,497 3,062,328	7/2/2004 2/28/2006

SCHEDULE A

<u>MARK</u>	<u>COUNTRY</u>	<u>APPL #</u> <u>REG. #</u>	<u>FILE DATE</u> <u>REG. DATE</u>
PUMPKIN MASTERS	US	78/445,507	7/2/2004
PUMPKIN MASTERS	US	78/445,691 3,105,990	7/2/2004 6/20/2006
PUMPKIN MASTERS	US	78/445,696	7/2/2005
PUMPKIN MASTERS	US	78/446,138 3,105,992	7/6/2004 6/20/2006
PUMPKIN MASTERS	US	78/446,167	7/6/2004
PUMPKIN MASTERS	US	78/485,003 3,088,709	9/16/2004 5/02/2006

SCHEDULE A

<u>MARK</u>	<u>COUNTRY</u>	<u>APPL. #</u> <u>REG. #</u>	<u>FILE DATE</u> <u>REG. DATE</u>
STAR STUDDED PUMPKINS	US	78/382,029	3/10/2004
ZIPPY CARVE	US	78/289,228	8/19/2003
KID'S MONSTER LAB	US	78/707,757	9/7/2005
SUPER POKER (WORD ONLY)	US	78/758,338	11/21/2005
HALLOWEEN TRENDS (AND DESIGN)	US	78/748,983	11/8/2005
HALLOWEEN TRENDS	US	78/748,975	11/8/2005

SCHEDULE A

<u>MARK</u>	<u>COUNTRY</u>	<u>APPL. #</u> <u>REG. #</u>	<u>FILE DATE</u> <u>REG. DATE</u>
<i>PUMPKIN PATCH</i>	<i>US</i>	<i>78/748,978</i>	<i>11/8/2005</i>
<i>PUMPKIN PATCH (AND DESIGN)</i>	<i>US</i>	<i>78/748,988</i>	<i>11/8/2005</i>
<i>CREATIVE CARVINGS</i>	<i>US</i>	<i>78/751,387</i>	<i>11/10/2005</i>
<i>CREATIVE CARVINGS (AND DESIGN)</i>	<i>US</i>	<i>78/748,980</i>	<i>11/8/2005</i>
<i>IMAGE CASTER</i>	<i>US</i>	<i>78/707,755</i>	<i>9/7/2005</i>
<i>READY, SET, CARVE!</i>	<i>US</i>	<i>78/678,321</i>	<i>7/26/2005</i>

SCHEDULE A

<u>MARK</u>	<u>COUNTRY</u>	<u>APPL #</u> <u>REG. #</u>	<u>FILE DATE</u> <u>REG. DATE</u>
<i>OUR KIDS</i>	<i>CHINA</i>	4183643	07/23/2004
<i>PUMPKIN MASTERS</i>	<i>CHINA</i>	4180159	07/21/2004
<i>PUMPKIN MASTERS</i>	<i>CHINA</i>	4180163	07/21/2004
<i>PUMPKIN MASTERS</i>	<i>CHINA</i>	4180161	07/21/2004
<i>PUMPKIN MASTERS</i>	<i>CHINA</i>	4180160	07/21/2004
<i>PUMPKIN MASTERS</i>	<i>CHINA</i>	4180162	07/21/2004

SCHEDULE A

<u>MARK</u>	<u>COUNTRY</u>	<u>APPL #</u> <u>REG. #</u>	<u>FILE DATE</u> <u>REG. DATE</u>
<i>PUMPKIN MASTERS</i>	<i>CHINA</i>	<i>4180164</i>	<i>07/21/2004</i>
<i>PUMPKIN MASTERS</i>	<i>CHINA</i>	<i>4180158</i>	<i>07/21/2004</i>
<i>PUMPKIN MASTERS</i>	<i>CHINA</i>	<i>4180157</i>	<i>07/21/2004</i>

SCHEDULE A

Registered Copyrights:

REGISTRATION NUMBER	COPYRIGHT NAME	ISSUE DATE
TX 2-0530558	Carve-O-Lantern	2/26/1987
TX 3-622-904	Carve-O-Lantern TM Pumpkin Carving Kit	9/20/1993
TX 3-622-903	Carve-O-Lantern TM Pumpkin Carving Kit (1989)	9/20/1993
TX 30750-540	Zippy Carve Instruction Book	2/7/1994
TX 3-783-386	Zippy Carve (package_	2/7/1994
TX 4-607-692	Carving for Kids	6/23/1997
VA 1-052-479	Egg head	7/10/2000
VA 1-061-067	Bunny Trails (Stencils (2))	10/18/2000
VA-1-145-120	Let Freedom Shine	11/2/2001
VA 1-063-909	Inflatable Treat Bowls	4/12/2000
Vau 498-221	Snake Flashlight Handle on Bag	4/14/2000
Vau 498-220	Eyeball Flashlight	4/14/2000
Vau 480-843	Safety Flashlight/Beacon Pendant	9/25/2000
Va 504-913	13 Halloween Stencils	4/23/1992
Va 504-956	Halloween Stencil Kit	4/23/1992

Un-registered Copyrights:

Copyrights in all materials taken to market, including packaging, product, patterns, marketing materials and instructions. Copyrights acquired during Pumpkin Master's annual carving contest held since 1990 where contests sign an entry form (currently available at <http://www.pumpkinmasters.com/pdf/2006%20Contest%20Page.pdf>) having an assignment that must be completed in order to be a part of the contest. In this regard, Pumpkin Master has a library of the pattern submissions and their assignment forms. If a pattern is selected to be in a product, an attempt is made to contact the submitter. If the submitter is found, Borrower requires an even more detailed assignment form be executed prior to payment of any publication or contest winner fees.

SCHEDULE A

Domain Names:

- www.pumpkinmasters.com
- www.pumpkinmasters.net

PATENT

REEL: 018847 FRAME: 0445

RECORDED: 02/05/2007