## 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
Black Flag Brands LLC	05/12/2009

### **RECEIVING PARTY DATA**

Name:	Bernard I Segal	
Street Address:	1900 Avenue of the Stars	
Internal Address:	25th Floor	
City:	Los Angeles	
State/Country:	CALIFORNIA	
Postal Code:	90067	

### PROPERTY NUMBERS Total: 1

Property Type	Number
Patent Number:	6793429

#### **CORRESPONDENCE DATA**

Fax Number: (847)509-0255

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

8475090250 Phone: Email: clarson@hillfirm.com Correspondent Name: Dennis A. Gross Address Line 1: 666 Dundee Road Address Line 2: Suite 1201

Address Line 4: Northbrook, ILLINOIS 60062

BSR09047 ATTORNEY DOCKET NUMBER:

NAME OF SUBMITTER: Dennis A. Gross

Total Attachments: 1

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**PATENT** REEL: 022773 FRAME: 0803

#### EXHIBIT D

#### SECURITY INTEREST

To secure the interest of Bernard I. Segal in that certain Agreed Amendment to Osmegen-Segal Exclusive Distributorship Agreement by and between Black Flag Brands LLC, Assignee, Homax Group, Inc., Guarantor and Bernard I. Segal, Assignor dated (1967) 2009 in which Mr. Segal has assigned U.S. Patent No. 6,793,429 B2 and U.S. Trademark Registration 3, 177,689 to Black Flag Brands, LLC, a New York corporation, in exchange for the performance of certain obligations by Black Flag Brands, LLC, and Homax Group, Inc., under said Agreement,

Black Flag Brands, LLC hereby grants to Bernard I. Segal a Security Interest in and to:

U.S. Patent No. 6,793,429 B2

U.S. Trademark No. 3,177,689, and any foreign counterparts,

consisting of this conditional assignment to Bernard I. Segal of said Patent and said Trademark and all rights relating thereto, including goodwill related to use of the trademark, including the right to recover for any then past or continuing infringements. This assignment is exercisable by Bernard I. Segal in his sole discretion but only in the event of a termination for any reason of said Agreement prior to the expiration of the fifth extended term in 2033. This Security Interest shall have precedence over any purported transfer, hypothecation, or assignment of said Patent or said Trademark in the absence of Bernard I. Segal's express written consent to such transfer, assignment or hypothecation. In the event Segal shall exercise this conditional assignment, Black Flag Brands, LLC, or any successor thereto, will cooperate in executing any documents reasonably required to effect a re-assignment of the Patent and Trademark back to Bernard I. Segal, free of any claims, liens, or encumbrances.

Black Flag Brands, LLC

Dated: 5/12/09

Bernard I. Segal

Dated:

09.0331-Exhibit D Security Interest

RECORDED: 06/04/2009