

# PATENT ASSIGNMENT

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
<b>CONVEYING PARTY DATA</b>	
Name	Execution Date
Allison B Costa	10/01/2009
<b>RECEIVING PARTY DATA</b>	
Name:	Barbara Corcoran Holdings LLC
Street Address:	1192 Park Avenue
Internal Address:	14B
City:	New York
State/Country:	NEW YORK
Postal Code:	10128
<b>PROPERTY NUMBERS Total: 2</b>	
Property Type	Number
Patent Number:	7401366
Patent Number:	D572961
<b>CORRESPONDENCE DATA</b>	
Fax Number:	(973)994-4949
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Email:	ed@wdlaw.us
Correspondent Name:	Edward David
Address Line 1:	3 Becker Farm Road
Address Line 4:	Roseland, NEW JERSEY 07068
ATTORNEY DOCKET NUMBER:	BARBARA CORCORAN HOLDINGS
NAME OF SUBMITTER:	Edward David
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## PLEDGE AND SECURITY AGREEMENT

THIS PLEDGE AGREEMENT is made as of this 1st day of October, 2009 by and among:

**OLIVER & TATE ENTERPRISES, INC. d/b/a COVERPLAY**, a corporation organized under the laws of the state of California (hereinafter, together with its successors and assigns, the "**Pledgor**" and Allison Costa "**Costa**"); and

**BARBARA CORCORAN HOLDINGS, LLC** (hereinafter, together with its successors and assigns, the "**Pledgee**").

WHEREAS, the Pledgor and the Pledgee have entered into a Convertible Promissory Note dated as of October 1, 2009 ("**the Note**"), upon the terms and subject to the conditions of which the Pledgee has agreed to make certain loans and advances to the Pledgor (the "Loan"); and

WHEREAS, it is a condition precedent to the Pledgee entering into the Note and making the Loan, that the Pledgor and Costa enter into this Agreement and pledge the Collateral (as defined below) to the Pledgee pursuant to this Agreement;

NOW, THEREFORE, in consideration of the premises and the covenants and agreements herein contained, the parties agree as follows:

### ARTICLE I INTERPRETATION

Section 1.01. Provisions Pertaining to Definitions. For all purposes of this Agreement:

(a) the term "**this Agreement**" means this Pledge Agreement, as originally executed, or, if varied or supplemented from time to time, as so varied or supplemented.

(b) "**Note**" or "**Promissory Note**" means the Convertible Promissory Note as originally executed, or, if varied or supplemented from time to time, as so varied or supplemented.

(c) "**Pledgor's Obligations**" means, collectively, all of the loans, advances, indebtedness, obligations, liabilities, covenants and duties existing on the date of this Agreement or arising from time to time hereafter, whether direct or indirect, joint or several, actual, absolute or contingent, matured or unmatured, liquidated or unliquidated, secured or unsecured, arising by contract, operation of law or otherwise, of, or owing by, the Pledgor to the Pledgee of whatever kind and nature (including, without limitation, any interest accruing thereon after maturity, or after the filing of any petition in bankruptcy, or the commencement of any insolvency, reorganization or like proceeding relating to Pledgor, whether or not a claim for post-filing or post-petition interest is allowed in such proceedings) now existing or hereafter arising, and any amendments, extensions, renewals or increases in any of the foregoing and all costs and expenses of the Pledgor incurred in connection with the documentation, negotiation, modification, enforcement, collection or otherwise in connection

with or arising out of any of the foregoing, including, without limitation, reasonable attorneys' fees and expenses and "Pledgor's Obligation" means any one of the Pledgor's Obligations.

(d) **"Collateral"** means, collectively, all of the Pledgor's and Costa's rights, title, interests, claims and remedies in, to, under or in respect of the investment property and other assets described in Exhibit A attached hereto and all security entitlements of Pledgor and Costa with respect thereto, whether now owned or hereafter acquired, together with all additions, substitutions, replacements and all income, interest, dividends and other distribution thereon or made in connection therewith and all proceeds of the foregoing. Notwithstanding the foregoing, the Collateral pledged by Costa shall be limited exclusively to the patents described in Exhibit A attached hereto.

(e) **"Event of Default"** shall have the meaning given to such term in the Note.

(f) **"Pledged Dividends"** means, collectively, (i) all dividends of every kind whatever which shall become and be due and payable or distributable on or in respect of all or any of the investment property, (ii) all payments of every kind whatever which shall become and be due and payable or distributable on account of the purchase, redemption, repurchase or other retirement of all or any of the investment property, and (iii) all other distributions of every kind whatever (including, without limitation, all capital and principal distributions) which shall become and be due and payable or distributable on or in respect of all or any of the investment property; and "Pledged Share Dividend" means any one of the Pledged Share Dividends.

## ARTICLE II

### PLEDGE AND ASSIGNMENT BY THE PLEDGOR

Section 2.01. Pledge and Assignment. In order to induce the Pledgee to enter into the Note, and to secure the payment and performance in full of all of the Pledgor's Obligations (whether existing on the date of this Agreement or arising at any time or times hereafter), the Pledgor and Costa hereby pledge, hypothecate and assign to the Pledgee, and hereby grant to the Pledgee a continuing security interest in, the Collateral. The Pledgor and Costa hereby authorize transfer of possession of all certificates, instruments, documents and any other evidence of the Collateral or any portion thereof to the Pledgee.

### Section 2.02. Voting Power.

(a) Until the occurrence of an Event of Default, the Pledgor will be permitted to exercise all voting powers pertaining to the Collateral for any purpose not inconsistent with the terms of this Agreement or the Note.

(b) The Pledgor acknowledges and agrees with the Pledgee that, unless the Pledgee otherwise consents, the Pledgor shall have no rights whatever to exercise any voting powers pertaining to any Collateral at any time after the occurrence of an Event of Default and

at any time after the occurrence of an Event of Default, the Pledgee may transfer any or all of the Collateral into its name or that of its nominee and may exercise all voting rights with respect to the Collateral, but no such transfer shall constitute a taking of such Collateral in satisfaction of any or all of the Pledgor's obligations unless the Pledgee expressly so indicates in a written notice to the Pledgor.

Section 2.03. Cash Dividends.

(a) Until the occurrence of an Event of Default, the Pledgor will be permitted to receive, collect and recover ordinary cash dividends and interest paid in respect of the Collateral prior to the occurrence of any Event of Default.

(b) The Pledgor acknowledges and agrees with the Pledgee that the Pledgor shall have no rights whatever at any time (whether before or after an Event of Default) to receive, collect or recover any Pledged Dividends, except as expressly permitted under Subsection 2.03(a) above.

(c) The Pledgor acknowledges and agrees with the Pledgee that the Pledgor shall have no rights whatever to receive, collect or recover any Pledged Dividends of any kind at any time after the occurrence of any Event of Default.

(d) The Pledgor hereby covenants with the Pledgee that, if (and on each occasion that) the Pledgor shall receive, collect or recover any Pledged Dividends in violation or contravention of the provisions of this Agreement then the Pledgor will hold the Pledged Dividends so received, collected or recovered in trust for the Pledgee without commingling the same with any other property or funds of the Pledgor, and, promptly after any such Pledged Dividends shall be received, collected or recovered by the Pledgor, the Pledgor will pay or deliver the same directly to the Pledgee and such Pledged Dividends shall be subject to this Agreement.

ARTICLE III

REPRESENTATIONS

The Pledgor hereby represents and warrants to the Pledgee as follows:

Section 3.01. Beneficial Ownership of Collateral. Costa is the sole record and beneficial owner of the Collateral, which is registered in the name of Costa, the Custodian(s) hereinafter defined and/or a nominee of the Custodian. None of the Collateral is subject to any pledge, hypothecation, assignment, mortgage, lien, security interest, charge or other encumbrance of any kind except that created by this Agreement. None of the Collateral is subject to any shareholder agreements, voting agreements, voting trusts, trust deeds, irrevocable proxies or any other similar agreements or instruments, except this Agreement.

Section 3.02. Right to Transfer. Costa has the right to transfer the Collateral free and clear of any encumbrances and Pledgor will defend Costa's and Pledgee's title to the Collateral

against the claims of all persons, and any registration with, or consent or approval of, or other action by, any federal, state or other governmental authority or regulatory body which was or is necessary for the validity of the assignment, pledge of the grant of security interest in the Collateral has been obtained.

Section 3.03. Binding Effect of Agreement. This Agreement has been duly authorized, executed and delivered by the Pledgor and Costa and is in full force and effect. All of the agreements and obligations of the Pledgor and Costa contained in this Agreement constitute legal, valid and binding obligations of the Pledgor enforceable against the Pledgor in accordance with their respective terms.

#### ARTICLE IV

#### COVENANTS

Section 4.01. Defense of Pledgee's Title and Rights. The Pledgor and Costa hereby covenant with the Pledgee that the Pledgor will defend the Pledgee's right, title and property interest in and to all of the Collateral. Costa will not sell, assign or otherwise transfer or dispose of any of the Collateral, and it will not create, assume, incur or permit to exist any mortgage, lien, pledge, hypothecation, assignment, charge, security interest or other encumbrance of any kind in respect of any of the Collateral; excluding, however, the lien, pledge, and security interest created under this Agreement.

Section 4.02. Limitation on Voting Powers. The Pledgor and Costa hereby covenant with the Pledgee that the Pledgor and Costa will not at any time or times cast any vote in respect of any of the Collateral or give any consents, waivers or ratifications in respect of any of the Collateral which would be inconsistent with, violate or frustrate any provision of this Agreement or the Note.

Section 4.03. Shareholders Agreements. The Pledgor hereby covenants with the Pledgee that the Pledgor will not, with respect to any of the Collateral, enter into any shareholder agreements, LLC Operating Agreements, voting agreements, voting trusts, trust deeds, irrevocable proxies or any other similar agreements or instruments, except this Agreement.

Section 4.04. Regulation U. If all or part of the Collateral constitutes "Margin Stock" within the meaning of Regulation U of the Federal Reserve Board, the Pledgor agrees to execute and deliver Form U-1 to the Pledgee and, unless otherwise agreed in writing between the Pledgor and Pledgee, no part of the proceeds of the Obligations may be used to purchase or carry Margin Stock.

## ARTICLE V

### POWER OF ATTORNEY

The Pledgor and Costa hereby absolutely and irrevocably constitute and appoint the Pledgee the Pledgor's and Costa's true and lawful agent and attorney-in-fact, with full power of substitution, in the name of the Pledgor or Costa or in the name of the Pledgee or in the name of any of the Pledgee's substitute agents or attorneys: (a) to execute such documents and instruments and do all such acts and things which the Pledgor or Costa ought to do under the covenants and provisions contained in this Agreement; (b) to take any and all such action as the Pledgee or any of its substitute agents or attorneys may, in its or their sole and absolute discretion, determine to be necessary or advisable for the purpose of maintaining, preserving or protecting the security constituted by this Agreement or any of the rights, remedies, powers or privileges of the Pledgee under this Agreement; and (c) generally, in the name of the Pledgor and Costa or in the name of the Pledgee or in the name of any of the Pledgee's substitute agents or attorneys, to exercise all or any of the powers, authorities and discretions conferred on or reserved to the Pledgee by or pursuant to this Agreement, and (without prejudice to the generality of any of the foregoing) to seal and deliver or otherwise perfect any deed, assurance, agreement, instrument or act which the Pledgee or any of the Pledgee's substitute agents or attorneys may deem proper in or for the purpose of exercising any of such powers, authorities or discretions. The Pledgor and Costa hereby ratifies and confirms, and hereby agrees to ratify and confirm, whatever the Pledgee or any of the Pledgee's substitute agents or attorneys shall do or purport to do in the exercise of the power of attorney granted to the Pledgee pursuant to this Article V and in furtherance of this Pledge and Security Agreement, which power of attorney, being given for security, is irrevocable.

## ARTICLE VI

### TERMS OF THE SECURITY INTEREST HELD AND RELEASE OF SECURITY INTEREST

Section 6.01. Continuing Security Interest. The security interest created by this Agreement shall be held by the Pledgee as a continuing security interest for the payment and performance of all of the Pledgor's Obligations (whether existing on the date of this Agreement or arising from time to time thereafter). This Agreement, all of the rights, remedies, powers and privileges of the Pledgee hereunder and the security interest created hereby shall be in addition to, and shall not in any way be prejudiced or affected by, any other collateral or any other security interest now or at any time or times hereafter held by the Pledgee for all or any part of the Pledgor's Obligations. Each and every right, remedy, power and privilege conferred on or reserved to the Pledgee shall be cumulative and in addition to, and not in limitation of, each and every other right, remedy, power or privilege conferred on or reserved to the Pledgee under this Agreement or otherwise existing or arising. All of the rights, remedies, powers and privileges vested in the Pledgee may be exercised at such time or times and in such order and manner as the Pledgee may, in its sole and absolute discretion, deem expedient.

Section 6.02. No Implied Waivers. No course of dealing between the Pledgor and the

Pledgee, and no delay on the part of the Pledgee in exercising any right, remedy, power or privilege hereunder or provided by statute or by law or in equity or otherwise, shall impair, prejudice or constitute a waiver of any such right, remedy, power or privilege or be construed as a waiver of any default or as an acquiescence therein; and any single or partial exercise of any such right, remedy, power or privilege shall not preclude any other or further exercise thereof or the exercise of any other rights, remedies, powers or privileges.

Section 6.03. Release of Collateral. Upon the payment and satisfaction in full of all of the Pledgor's Obligations to Pledgee, so long as the Pledgee has not transferred or disposed of the Collateral, the Pledgee will, at the cost and expense of the Pledgor, (a) release the security constituted by this Agreement and reassign to Costa any property or rights assigned by Costa to the Pledgee by this Agreement or by any agreement or agreements supplemental hereto, and (b) do and execute all such acts, things and instruments as are necessary to effect such release or reassignment.

## ARTICLE VII

### ENFORCEMENT OF THE SECURITY INTEREST

Section 7.01. Conditions of Enforceability of the Security Interest. If any Event of Default shall at any time occur, the Pledgee may declare all of the Pledgor's Obligations immediately due and payable and all of the Pledgor's Obligations shall (to the extent not already due and payable) become and be immediately due and payable, without any presentment, demand, protest or other notice of any kind, all of which are hereby expressly and irrevocably waived by the Pledgor.

Section 7.02. Manner of Enforcement of Security Interest. At any time after the occurrence of an Event of Default, the Pledgee shall have, in any jurisdiction where enforcement is sought, all of the rights, remedies, powers and privileges conferred on the Pledgee, as secured party, under the Uniform Commercial Code of the State of California, and, without limiting the generality of the foregoing, the Pledgee shall have the full right and power in respect of the Collateral or any part thereof in the Pledgee's sole and complete discretion to do all and any of the following things, subject, in all cases, to the requirements of the Uniform Commercial Code as it exists and is interpreted as of the date hereof:

(a) to take possession of the Collateral or any part thereof, wherever the same may be, without legal process and without compliance with any other condition precedent imposed by statute, rule of law or otherwise (all of which the Pledgor hereby expressly and irrevocably waives), and to call in, collect, convert into money or otherwise deal with the Collateral or any part thereof with full power to sell (including the power to postpone such sale) the Collateral or any part thereof, either together or in lots, and either by public auction or private contract, and either for a lump sum or for a sum payable by installments or for a sum on account and a mortgage or charge for the balance, and with full power upon every sale to make any special or other stipulation as to title or evidence thereof or otherwise which the Pledgee shall deem proper, and with full power to buy in or rescind or vary any contract for sale of the Collateral or any part thereof and to resell the same without being responsible



for any loss which may be occasioned thereby, and with full power to compromise and effect compositions, and, for the purposes aforesaid or any of them, to execute and do all such assurances and things as the Pledgee may think fit;

(b) to settle, adjust, compromise and arrange all accounts, reckonings, controversies, questions, claims and demands whatsoever in relation to all or any part of the Collateral;

(c) to cause all or any of the Collateral to be sold, assigned or transferred to the Pledgee or to any other person or persons and to be registered in the name of the Pledgee or any other person or persons and to exercise or permit the exercise of any powers or rights incident to all or any part of the Collateral in such manner as the Pledgee shall think fit, and, in respect of all or any of the Collateral, to exercise or permit the exercise of all rights and powers conferred by statute or otherwise upon a registered holder or owner of record thereof, including, without limitation, the calling or causing to be called of meetings, and proposing or causing to be proposed resolutions (whether ordinary or special resolutions), including resolutions for winding up and voting at meetings;

(d) to execute and do all such contracts, agreements, deeds, documents and things, and to bring, defend and abandon all such actions, suits and proceedings in relation to all or any part of the Collateral as the Pledgee shall think expedient;

(e) Without limiting the foregoing, at any bona fide public sale, and to the extent permitted by law, at any private sale, the Pledgee shall be free to purchase all or any part of the Collateral, free of any right or equity of redemption in the Pledgor, which right or equity is hereby waived and released. Any such sale may be on cash or credit. The Pledgee shall be authorized at any such sale (if it deems it advisable to do so) to restrict the prospective bidders or purchasers to persons who will represent and agree that they are purchasing the Collateral, or portion thereof, for their own account in compliance with Section 4(1) or 4(2) or Regulation D of the Securities Act of 1933, as amended (the "Act") or any other applicable exemption available under such Act. The Pledgee will not be obligated to make any sale if it determines not to do so, regardless of the fact that notice of the sale may have been given. The Pledgee may adjourn any sale and sell at the time and place to which the sale is adjourned. If the Collateral is customarily sold on a recognized market or threatens to decline speedily in value, the Pledgee may sell such Collateral at any time without giving prior notice to the Pledgor. Whenever notice is otherwise required by law to be sent by the Pledgee to the Pledgor of any sale or other disposition of the Collateral, five (5) days written notice sent to the Pledgor at its address specified above will be deemed reasonable.

(f) The Pledgor and Costa recognize that the Pledgee may be unable to effect or cause to be effected a public sale of all or certain portions of the Collateral by reason of certain prohibitions contained in the Act, so that the Pledgee may be compelled to resort to one or more private sales to a restricted group of purchasers who will be obligated to agree, among other things, to acquire the Collateral for their own account, for investment and without a view to the distribution or resale thereof. The Pledgor understands that private sales so made may be at prices and on other terms less favorable to the seller than if the

Collateral were sold at public sales, and agrees that the Pledgee has no obligation to delay or agree to delay the sale of any of the Collateral for the period of time necessary to permit the issuer of the securities which are part of the Collateral (even if the issuer would agree) to register such securities for sale under the Act. The Pledgor and Costa agree that private sales made under the foregoing circumstances shall be deemed to have been made in a commercially reasonable manner.

(g) generally, to do all such other acts and things as may be considered incidental or conducive to any of the matters or powers mentioned in the foregoing provisions of this Section 7.02 and which the Pledgee may or can do lawfully and to use the name of the Pledgor for the purposes aforesaid and in any proceedings arising therefrom and the Pledgee shall indemnify and hold harmless the Pledgor from and against any and all losses, judgments, settlements, claims, fines, penalties, liabilities, costs or expenses, including reasonable attorneys' fees (collectively, "**Losses**") incurred or sustained by Pledgor to the extent attributable to any use of the Pledgor's name by the Pledgee in accordance with this Section 7.02(g).

Section 7.03. Cooperation of Pledgor. The Pledgor and Costa recognize that some or all of the Collateral is not readily marketable and may not be marketable at all if any Event of Default shall occur and be continuing. In order, therefore, to enable the Pledgee to use such means as the Pledgee may determine necessary or advisable to realize upon the Collateral from time to time, and in order to induce the Pledgee to enter into the Note in reliance upon the Collateral, the Pledgor and Costa hereby absolutely and irrevocably consent that the Pledgee may use, subject to the requirements of applicable laws, whatever means the Pledgee may reasonably consider necessary or advisable to sell any or all of the Collateral at any time or times after the occurrence of an Event of Default, including, without limitation, the giving of options to purchase any or all of the Collateral and the giving of credit to any purchaser of the Collateral.

Section 7.04. Protection of Persons Dealing with Agent. No purchaser, mortgagor, mortgagee, lender, debtor or other person dealing with the Pledgee or with any attorney or agent of the Pledgee shall be concerned to inquire (a) whether the security constituted by this Agreement has become enforceable, (b) whether any power exercised or purported to be exercised hereunder has become exercisable, (c) whether any moneys remain due upon the security of this Agreement, (d) as to the propriety, regularity or purpose of the exercise of any power hereunder, or (e) as to the application of any moneys paid to the Pledgee or to any such attorney or agent.

Section 7.05. Protection of Security Interest. In addition to the rights and powers hereinabove given, the Pledgee may, whether or not any Event of Default shall have occurred and whether or not the security interest constituted by this Agreement shall have become enforceable, enter into possession of and hold, or appoint a receiver to take possession of and hold, any part of the Collateral which may at any time appear to the Pledgee in danger of being taken under any process of law by any creditor of the Pledgor or Costa or to be in jeopardy or otherwise endangered.

## ARTICLE VIII

### APPLICATION OF MONEYS IN COLLATERAL

All moneys realized by the Pledgee or received by the Pledgee as realizations of all or any part of the Collateral shall be held by the Pledgee and applied as follows:

FIRST: in or towards the payment and discharge of all (if any) debts, damages and liabilities, the payment of which shall be secured by any assignments, mortgages, security interests, charges, liens or other encumbrances having priority over the rights of the Pledgee in and to such moneys;

SECOND: in or towards the payment of, or (as the case may be) the reimbursement of, the Pledgee for or in respect of all costs, expenses, disbursements and losses which shall have been incurred or sustained by the Pledgee in or about or incidental to the collection of such moneys by the Pledgee or the exercise, protection or enforcement by the Pledgee of all or any of the rights, remedies, powers and privileges of the Pledgee under this Agreement or in respect of the Collateral and in or towards the provision of adequate indemnity to the Pledgee against all taxes or liens which by law shall have, or may have, priority over the rights of the Pledgee in and to such moneys;

THIRD: in or towards the payment of all of the Pledgor's Obligations;

FOURTH: to the payment of the surplus (if any) to Costa or to such other person or persons as shall be entitled to receive such surplus.

If after exhausting all of the Collateral there is a deficiency, the Pledgor will be liable therefor to the Pledgee; provided, however, that nothing contained herein will obligate the Pledgee to proceed against the Pledgor or any other party obligated under the Pledgor's Obligations or against any other collateral for the Pledgor's Obligations prior to proceeding against the Collateral.

Limited Recourse. Notwithstanding anything to the contrary contained in this Agreement and the Promissory Note, Costa shall have no personal liability under this Agreement nor under the Promissory Note and the Pledgee's sole recourse for any action against Costa in connection with this Agreement shall be the exercise by the Pledgee of its rights and remedies against the Collateral. Without limiting the generality of the foregoing, if following the Pledgee's exercise of its rights and remedies against the Collateral, the Pledgor's Obligations have not been fully satisfied and there remains a deficiency, Costa shall not have any liability for such deficiency

## ARTICLE IX

### PROVISIONS OF GENERAL APPLICATION

Section 9.01. Notices. Any and all notices or other communications required or permitted to be given under any of the provisions of this Agreement shall be in writing and shall be deemed to have been duly "delivered" (i) when personally delivered, (ii) when delivered via facsimile copier and confirmation of transmission is received, or (iii) three (3) business days after having been mailed by certified or registered mail, return receipt requested or by nationally recognized overnight courier, addressed to the parties at the address for such party set forth below or to such other address as any party shall have specified by notice to the other in accordance with this Section 9.

*If to Pledgee:* Barbara Corcoran Holdings, LLC  
1192 Park Ave, Apt. 14B, NY, NY 10128  
Fax # \_\_\_\_\_

*Copy to:* Edward David, Esq.  
3 Becker Farm Road, Roseland, NJ 07068  
Fax # 973-994-3003

*If to Pledgor:* Oliver & Tate Enterprises, Inc.  
d/b/a Coverplay  
4335 Van Nuys Blvd.  
Sherman Oaks, CA 91403  
Attention: Allison Costa

*Copy to:* Richard S. Meyer, Esq.  
Blank Rome LLP  
405 Lexington Avenue  
New York, NY 10174  
Fax # 917-332-3758

Section 9. 02. Indemnification. Without prejudice to any of the other provisions of this Agreement, the Pledgor will pay to the Pledgee, on demand by the Pledgee at any time and as often as the occasion therefor may require any and all reasonable costs, charges, expenses and other sums expended, paid or debited in account by the Pledgee, after the occurrence of an Event of Default, whether by itself or through any receiver, attorney, substitute or agent, for any of the purposes referred to in this Agreement or otherwise howsoever in relation to the security over the Collateral or any part thereof created by this Agreement, including (without prejudice to the generality of the foregoing) the reasonable remuneration of any such receivers, attorneys, substitutes or agents employed by the Pledgee for any such purposes and any and all other reasonable costs, charges and expenses (whether in respect of litigation or not) incurred in the maintenance, preservation, protection, realization or enforcement of, or

the collection and recovery of any moneys from time to time arising under, such security (or any security collateral or supplemental thereto), or in realizing or exercising any other power, authority or discretion in relation to the Collateral or any part thereof, or otherwise incurred under any provision of this Agreement, to the intent that the Pledgee shall be afforded a full and unlimited indemnity in respect thereof, and, until so repaid, such costs, charges, expenses and other sums shall be charged on the Collateral (but without prejudice to any other remedy, lien or security available to the Pledgee).

Section 9.03. Further Assurances. The Pledgor and Costa hereby further agree with the Pledgee to execute, acknowledge, deliver, file and record any and all such further assurances and other deeds, financing statements, notices, agreements or instruments, and to take or cause to be taken all such other action, as shall be reasonably requested by the Pledgee from time to time in order to give full effect to this Agreement and to maintain, preserve, perfect, safeguard and continue at all times all or any of the rights, remedies, powers and privileges of the Pledgee under this Agreement, all without any cost or expense to the Pledgee. Without limiting the foregoing, if the Collateral includes securities or any other financial or other assets maintained in a securities account, then the Pledgor agrees to cause the financial or securities intermediary on whose books and records the ownership interest of the Pledgor in the Collateral appears to execute and deliver a notification and control agreement reasonably satisfactory to the Pledgee in order to perfect and protect the Pledgee's security interests in the Collateral.

Section 9.04. Binding Effect. This Agreement shall be binding upon the Pledgor and Costa and their successors in title, assigns, and other legal representatives and shall inure to the benefit of the Pledgee and its respective successors in title and assigns.

Section 9.05. Severability. In the event that any one or more of the provisions contained in this Agreement shall be invalid, illegal or unenforceable in any respect under any law applicable thereto, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby, and the Pledgor hereby agrees with the Pledgee to execute any new agreement, deed or other instrument necessary to remedy such invalidity, illegality or unenforceability or in order to preserve the security constituted by the Collateral, consistent with the terms of this Agreement and the Note.

Section 9.06. Governing Law. This Agreement and the respective rights and obligations of the parties hereunder shall be governed by, and interpreted and construed in accordance with, the laws of the State of New York.

Section 9.07. Effect of Headings. The headings of the Articles and Sections of this Agreement have been inserted for convenience of reference only and shall not be construed as a part of this Agreement.

Section 9.08. Execution in Counterparts. This Agreement may be executed in several counterparts, and each of such counterparts shall be deemed to be an original. All of such counterparts shall together constitute but one and the same instrument. In making proof of this Agreement, it shall not be necessary to produce or account for more than one such

counterpart signed by each of the parties hereto.

IN WITNESS WHEREOF, this PLEDGE AGREEMENT has been duly executed by or on behalf of each of the parties hereto as of the day and in the year first above written in the States of New York and California.

The Pledgor:

OLIVER & TATE ENTERPRISES, INC.

d/b/a COVERPLAY and Allison Costa (as to the Patents)

By: Allison Costa  
Name: Allison Costa  
Title: COO

The Pledgee:

BARBARA CORCORAN HOLDINGS, LLC

By: Barbara Corcoran / ED Only  
Name: Barbara Corcoran  
Title: Managing Member  
Ex. Rep.

EXHIBIT A

Collateral

ALL ACCOUNTS RECEIVABLE, EQUIPMENT, INVENTORY, PURCHASE ORDERS, WORK IN PROCESS OF DEBTOR, OLIVER & TATE ENTERPRISES, INC. d/b/a COVERPLAY AND ALL INTELLECTUAL PROPERTY AND OTHER RIGHTS OF DEBTOR AND ALLISON COSTA IN AND TO THE FOLLOWING PATENTS: PATENT NOS. 7,401,366 AND D 572,961 AND ANY ADDITIONS AND AMENDMENTS THERETO, ANY AND ALL CONTRACTS AND CONTRACT RIGHTS IN AGREEMENTS WITH CUSTOMERS OF DEBTORS AND ALL GENERAL INTANGIBLES OF OLIVER & TATE ENTERPRISES, INC.

All proceeds, products, replacements, additions, substitutions, renewals and accessions of any of the foregoing.