

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
Blaster Food Technologies LP	05/04/2010
RECEIVING PARTY DATA	
Name:	Aegis Texas Venture Fund II, LP
Street Address:	11000 Richmond, Suite 550
City:	Houston
State/Country:	TEXAS
Postal Code:	77042
PROPERTY NUMBERS Total: 2	
Property Type	Number
Application Number:	60812674
Application Number:	11760647
CORRESPONDENCE DATA	
Fax Number:	(214)706-9196
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	214-533-5253
Email:	jr@rowlethill.com
Correspondent Name:	John R. Rowlett
Address Line 1:	8117 Preston Road, Suite 300
Address Line 4:	Dallas, TEXAS 75205
NAME OF SUBMITTER:	John R. Rowlett, Attorney Receiving Part
Total Attachments: 5 source=Aegis Blaster Food Tech Patent Security Agreement 5 4 10#page1.tif source=Aegis Blaster Food Tech Patent Security Agreement 5 4 10#page2.tif source=Aegis Blaster Food Tech Patent Security Agreement 5 4 10#page3.tif source=Aegis Blaster Food Tech Patent Security Agreement 5 4 10#page4.tif source=Aegis Blaster Food Tech Patent Security Agreement 5 4 10#page5.tif	

OP \$80.00 60812674

PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT (this "Agreement"), is made as of May 4, 2010 by BLASTER FOOD TECHNOLOGIES LP, an Arizona limited partnership ("Debtor"), in favor of AEGIS TEXAS VENTURE FUND II, LP (together with any successor(s) thereto in such capacity, the "Secured Party").

BACKGROUND.

Pursuant to the Loan and Security Agreement dated as of the date hereof (such agreement, together with all amendments and restatements, the "Loan Agreement"), between Batter Blaster, LLC ("Borrower") and Secured Party, Secured Party has extended commitments to make Loans to Borrower;

In connection with the Loan Agreement and this Agreement, Debtor has executed and delivered the Security Agreement dated as of the date hereof (such agreement, together with all amendments and restatements, the "Security Agreement");

As a condition precedent to the making of the Loans under the Loan Agreement, Debtor is required to execute and deliver this Agreement and to grant to Secured Party a continuing security interest in all of the Patent Collateral (as defined below) to secure all Obligations;

It is in the best interests of Debtor to execute this Agreement inasmuch as Debtor will derive substantial direct and indirect benefits from the Loans made to Borrower pursuant to the Loan Agreement; and

Debtor has duly authorized the execution, delivery and performance of this Agreement.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce Secured Party to make Loans pursuant to the Loan Agreement, Debtor agrees, for the benefit of Secured Party as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided (or incorporated by reference) in the Security Agreement.

"Patent License" means any agreement, now or hereafter in effect, granting to any third party any right to make, use or sell any invention on which a Patent, now or hereafter owned by Debtor or which Debtor otherwise has the right to license, is in existence, or granting to Debtor any right to make, use or sell any invention on which a Patent, now or hereafter owned by any third party, is in existence, and all rights of Debtor under any such agreement.

"Patents" means (a) all letters patent of any governmental authority, all registrations and recordings thereof, and all applications for letters patent of any governmental authority, and

(b) all reissues, continuations, divisions, continuations-in-part, renewals, or extensions thereof, and the inventions disclosed or claimed therein, including the right to make, use and/or sell the inventions disclosed or claimed therein.

2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure all of the Obligations, Debtor does hereby mortgage, pledge and hypothecate to Secured Party, and grant to Secured Party a security interest in, for its benefit and the benefit of each Secured Creditor, all of the following property (the "Patent Collateral"), whether now owned or hereafter acquired by it:

(a) all Patents, including all Patents referred to in Item A of Attachment 1 attached hereto;

(b) all applications for Patents, including all Patent applications referred to in Item B of Attachment 1 attached hereto; and

(c) all Patent Licenses, including all Patent Licenses referred to in Item A of Attachment 1 attached hereto; and

(d) all proceeds and products of all of the foregoing, including, without limitation, insurance payable by reason of loss or damage to the foregoing.

3. Security Agreement. This Agreement has been executed and delivered by Debtor for the purpose of registering the security interest of Secured Party in the Patent Collateral with the United States Patent and Trademark Office and corresponding offices in the United States and any state thereof. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to Secured Party for its benefit under the Security Agreement. The Security Agreement (and all rights and remedies of Secured Party) shall remain in full force and effect in accordance with its terms.

4. Acknowledgment. Debtor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Patent Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

5. Loan Document, etc. This Agreement is a Loan Document executed pursuant to the Loan Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Loan Agreement.

6. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.


(signatures on next page)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

DEBTOR:

BLASTER FOOD TECHNOLOGIES LP

By: Blaster Management Company, LLC, General Partner

By: 
Name: JAMES W. D'CONNA
Title: MANAGING MEMBER

SECURED PARTY:

AEGIS TEXAS VENTURE FUND II, LP

By: Aegis Texas Venture Fund II, GP, LLC,
its General Partner

By: _____
Name:
Title:

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

DEBTOR:

BLASTER FOOD TECHNOLOGIES LP

By: Blaster Management Company, LLC, General
Partner

By: _____

Name:

Title:

SECURED PARTY:

AEGIS TEXAS VENTURE FUND II, LP

By: Aegis Texas Venture Fund II, GP, LLC,
its General Partner

By: _____

Name:

Title:

[Handwritten Signature]
Kevin Strang
Member

A TTACHMENT I
BLASTER FOOD TECHNOLOGIES

FILE NO. - BATER	APPLICATION / PUBLICATION DATA	PATENT DATA	TITLE	INVENTOR(S)	STATUS
PATENT APPLICATIONS					
1001AU0 SRM (Australia)	2007257755 6/8/2007		Refrigerator stable pressurized baking batter	Sean Francis O'Connor Nathan Steck	Request for examination due 6/8/2012
1001CA0 SRM (Canada)	2,654,742 6/8/2007		Refrigerator stable pressurized baking batter	Sean Francis O'Connor Nathan Steck	Maintenance Fee due 6/8/2011 Request for examination due 6/8/2012
1001EP0 SRM (Europe)	00798350.0 6/8/2007		Refrigerator stable pressurized baking batter	Sean Francis O'Connor Nathan Steck	Awaiting examination Maintenance fee due 6/30/2011
	EP2037744 3/25/2009				
1001US0 SRM	60/812,674 6/9/2006		Refrigerator stable pressurized baking batter	Sean Francis O'Connor Nathan Steck	Reply to final Office Action filed 3/24/2010
1001US1SRM (United States)	11/760,647 6/8/2007				RCE filed 3/30/2010
	US2007-0286933 12/13/2007				

PATENT