

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
RHINO TOYS, INC.	09/24/2010
David E. Silverglate	09/24/2010

RECEIVING PARTY DATA

Name:	GROW AMERICA FUND, INC.
Street Address:	708 Third Avenue, Suite 710
City:	New York
State/Country:	NEW YORK
Postal Code:	10017

PROPERTY NUMBERS Total: 10

Property Type	Number
Patent Number:	D489494
Patent Number:	6729984
Patent Number:	7037164
Application Number:	12347302
Application Number:	12347323
Application Number:	12615156
Patent Number:	D596248
Application Number:	61304487
Application Number:	61240943
Application Number:	61368635

CORRESPONDENCE DATA

Fax Number: (212)660-3001
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Email: cderzie@sandw.com

OP \$400.00 D489494

501300847

**PATENT
 REEL: 025039 FRAME: 0131**

Correspondent Name: Cyril Derzie
Address Line 1: 1290 Avenue of the Americas, 29th Floor
Address Line 4: New York, NEW YORK 10104

ATTORNEY DOCKET NUMBER: 15261.121

NAME OF SUBMITTER: Cyril Derzie, Esq.

Total Attachments: 6
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PATENT SECURITY AGREEMENT

PATENT SECURITY AGREEMENT, dated as of September 24, 2010, by **RHINO TOYS, INC.**, a California corporation, having an address at 2117A Delaware Avenue, Santa Cruz, California 95060 ("Grantor"), in favor of **GROW AMERICA FUND, INC.**, a Delaware corporation, having an office at 708 Third Avenue, Suite 710, New York, New York 10017 ("Lender").

WITNESSETH:

WHEREAS, pursuant to that certain Loan and Security Agreement, dated as of the date hereof, by and between, among others, Grantor and Lender (the "Security Agreement"), Lender has agreed to make a loan to Grantor in the principal sum of \$315,000.00 (the "Loan");

WHEREAS, Lender is willing to make the Loan as provided for in the Security Agreement, but only upon the condition, among others, that Grantor shall execute and deliver this Patent Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1 DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

2 GRANT OF SECURITY INTEREST IN PATENT COLLATERAL. Grantor hereby grants to Lender a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Patent Collateral"):

(a) all of its Patents to which it is a party including those referred to on Exhibit A to the Security Agreement;

(b) all reissues, continuations or extensions of the foregoing; and

(c) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement or dilution of any Patent or any Patent licensed under any Patent license.

3 SECURITY AGREEMENT. The security interests granted pursuant to this Patent Security Agreement are granted in conjunction with the security interests granted to Lender pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Lender with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4 ASSIGNMENT OF PATENT COLLATERAL. In furtherance of the foregoing, Grantor hereby assigns and transfers to Lender all of the Patent Collateral, and Lender

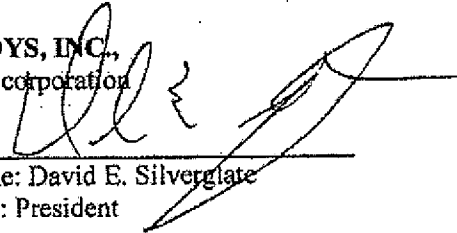
hereby grants to Grantor a royalty-free world-wide license to use the same. Upon an Event of Default, such license shall automatically terminate, and Lender may sell or otherwise dispose of the Patent Collateral free and clear of such license rights. Upon final payment in full of the Loan, Lender shall reconvey the Patent Collateral to Grantor.

[Signature page follows]

IN WITNESS WHEREOF, Grantor has caused this Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

RHINO TOYS, INC.,
a California corporation

By:


Name: David E. Silverglate
Title: President

ACCEPTED AND ACKNOWLEDGED BY:

GROW AMERICA FUND, INC.,
a Delaware corporation

By:

Name:
Title:

STATE OF _____)
: ss.:
COUNTY OF _____)

On this ___ day of _____, in the year 2010, before me, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person on behalf of which the individual acted, executed the instrument. [GAF]

Notary Public
See Attached

Notary Public

STATE OF _____)
: ss.:
COUNTY OF _____)

On this ___ day of _____, in the year 2010, before me, personally appeared David E. Silverglate, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual or the person on behalf of which the individual acted, executed the instrument. [Borrower]

Notary Public

{N0216525; 1}

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

STATE OF CALIFORNIA)
COUNTY OF Santa Cruz)

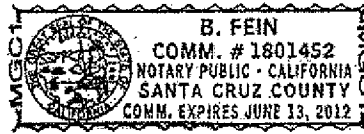
On 15 September 2010 before me, Brandon Fein, Notary Public
DATE INSERT NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC
personally appeared, David E Silverglate

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[Signature] (SEAL)
NOTARY PUBLIC SIGNATURE



OPTIONAL INFORMATION

THIS OPTIONAL INFORMATION SECTION IS NOT REQUIRED BY LAW BUT MAY BE BENEFICIAL TO PERSONS RELYING ON THIS NOTARIZED DOCUMENT.

TITLE OR TYPE OF DOCUMENT _____

DATE OF DOCUMENT _____ NUMBER OF PAGES _____

SIGNERS(S) OTHER THAN NAMED ABOVE _____

SIGNER'S NAME _____ SIGNER'S NAME _____

RIGHT THUMBPRINT
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RIGHT THUMBPRINT
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BY WITNESS WHEREOF, Grantor has caused this Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRAND TOWER INC.
a California corporation

By: [Signature]
Name: David B. Silverman
Title: President

ACCEPTED AND ACKNOWLEDGED:

GROW AMERICA FUND, INC.
a Delaware corporation

By: [Signature]
Name: CHARLES J. GULLIANO
Title: CLOSING MANAGER

STATE OF NEW YORK

COUNTY OF NEW YORK

On this 22nd day of Sept in the year 2010, before me, personally appeared Charles J. Gulliano, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person on behalf of which the individual acted, executed the instrument. (STATE OF NEW YORK)

NOTARY PUBLIC
NO. 618236
QUALIFIED IN QUEENS COUNTY
COMMISSION EXPIRES 3-21-12

Notary Public
[Signature]
Notary Public

STATION _____

COUNTY OF _____

On this 22nd day of Sept in the year 2010, before me, personally appeared David B. Silverman, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his/her capacity, and that by his/her signature on the instrument, the individual or the person on behalf of which the individual acted, executed the instrument. (Thereover)

Notary Public

(002023-1)

Exhibit A

AHMRT File No.	Title (Jurisdiction)	Jurisdiction	Serial No. Filing Date	Patent No. Issue Date
(Not an AHMRT file)	Hollow Ball Having Opening Distributed About Exterior Surface	U.S. (Design)	29/155,404 2/5/2002	D489,494 5/4/2004
SLG301	Toy Ball Apparatus	U.S.	10/183,925 6/25/2002	6,729,984 5/4/2004
SLG302	Flying Toy Apparatus	U.S.	10/777,507 2/11/2004	7,037,164 5/2/2006
SLG08301	Amusement Device Including a Fabric Formed of a Plastic Strand	U.S.	12/347,302 12/31/2008	(Pending)
SLG08302	Toy Apparatus With Rattle	U.S.	12/347,323 12/31/2008	(Pending)
SLG08302CIP	Apparatus with Mesh and Manducable Protrusion	U.S.	12/615,156 11/9/2009	(Pending)
SLG08306D	Toy Ball	U.S. (Design)	29/329,667 12/18/2008	D596,248
SLG09301P	Handheld Toy	U.S. (Provisional)	61/240,943 9/9/2009	(Pending)
SLG10301P	Roller Toy Apparatus	U.S. (Provisional)	61/304,487 2/15/2010	(Pending)
SLG10302P	Toy Ball Apparatus with Reduced Part County	U.S. (Provisional)	61/368,635 7/28/2010	(Pending)