

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
REEL POWER INTERNATIONAL INC.		06/03/2013	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	TEXAS CAPITAL BANK, NATIONAL ASSOCIATION
Street Address:	One Riverway, Suite 2100
City:	Houston
State/Country:	TEXAS
Postal Code:	77056
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 14

Property Type	Number	Word Mark
Registration Number:	1509938	THE REEL THING
Registration Number:	2346242	TULSA POWER
Registration Number:	3185716	TULSA POWER
Registration Number:	1318574	REEL-O-MATIC
Registration Number:	1449272	THE REEL DEAL
Registration Number:	1546080	LONG RUN
Registration Number:	1780771	AUTOREEL
Registration Number:	1732482	REEL-O-MATIC
Registration Number:	1855011	REEL-NEAT
Registration Number:	2096089	LENGTH-TRAC
Registration Number:	2649762	AUTOSPOOL
Registration Number:	2638529	LONG RUN QUALITY REALLY SHOWS IN THE LON
Registration Number:	2743603	"THE REEL-MAGIC LIMITED LIFETIME WARRANT
Registration Number:	2631639	LONG RUN

TRADEMARK

CORRESPONDENCE DATA

Fax Number:

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 713-892-4872

Email: avirene@nathansommers.com

Correspondent Name: Anna M. Virene

Address Line 1: 2800 Post Oak Boulevard, 61st Floor

Address Line 4: Houston, TEXAS 77056

NAME OF SUBMITTER:	Anna M. Virene
Signature:	/Anna M. Virene/
Date:	07/31/2013

Total Attachments: 21

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INTELLECTUAL PROPERTY
AGREEMENT

THIS INTELLECTUAL PROPERTY AGREEMENT (this "Agreement"), is made as of June 3, 2013, by REEL POWER INTERNATIONAL INC., a Delaware corporation ("Debtor"), in favor of TEXAS CAPITAL BANK, NATIONAL ASSOCIATION (the "Secured Party").

RECITALS:

WHEREAS, Debtor and RADOIL, INC., a Texas corporation ("Radoil", and together with Debtor, jointly and severally, "Borrowers", and each a "Borrower"), and Secured Party have entered into that certain Loan Agreement dated as of even date herewith (such Loan Agreement, as the same may be amended or modified from time to time, is referred to herein as the "Loan Agreement"). Capitalized terms used herein without definition shall have the meanings given such term in the Loan Agreement.

WHEREAS, the Secured Party requires, as a condition to the Loan Agreement, that Debtor execute and deliver this Agreement to Secured Party as security for the obligations of Borrowers under the Loan Agreement.

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

ARTICLE 1

Definitions

Section 1.1 Defined Terms. Unless otherwise defined herein, terms which are defined in the Loan Agreement and used herein are so used as so defined, and the following terms shall have the following meanings:

"Collateral" has the meaning assigned to it in Section 2.1 of this Agreement.

"Copyrights" means all types of protective rights granted (or applications therefor) for any work that constitutes copyrightable subject matter, including without limitation, literary works, musical works, dramatic works, pictorial, graphic and sculptural works, motion pictures and other audiovisual works, sound recordings, architectural works, in any country of the world.

"Copyright License" means any agreement (other than for the use of commercially available software) material to the operation of Debtor's business, whether written or oral, providing for the grant by or to Debtor of any right to reproduce a copyrighted work, to prepare derivative works based on a copyrighted work, to distribute copies of a

copyrighted work, to perform a copyrighted work or to display a copyrighted work, or to engage in any other legally protected activity with respect to a copyrighted work.

"Event of Default" shall have the meaning given to such term in the Loan Agreement.

"Excluded Property" means any rights which are now or hereafter held by Debtor as licensee, or otherwise, to the extent that (i) such rights are not assignable or capable of being encumbered as a matter of law or under the terms of the license, or other agreement applicable thereto (but solely to the extent that any such restriction shall be enforceable under applicable law), without the consent of the licensor thereof or other applicable party thereto and (ii) such consent has not been obtained; provided, however, that "Excluded Property" shall not include (A) any and all proceeds of such rights to the extent that the assignment or encumbering of such proceeds themselves is not restricted as provided above, (B) upon receipt by Debtor or Secured Party of such licensor's, or other applicable party's, consent with respect to any otherwise excluded rights, thereafter such rights, as well as any and all proceeds thereof that might prior to obtaining such consent have been excluded from the term "Collateral" and the grant of a security interest hereunder, (C) such rights to the extent that the restriction on the Debtor granting a security interest therein is not effective under applicable law and (D) such rights to the extent that, notwithstanding any provisions related thereto which prohibit assignment thereof, the UCC (hereinafter defined) permits the assignment thereof for collateral purposes, and the assignment thereof is not otherwise precluded by law. Excluded Property shall include any US intent-to-use Trademark Applications until such time that a statement of use or amendment to allege use shall have been filed and accepted by the United States Patent and Trademark Office.

"Intellectual Property" means all Patent Applications, Patents, Trademark Applications, Trademarks, Copyrights, Trade Secrets, Inventions, Know-how and other proprietary property or technology currently used in Debtor's business.

"Invention" means any new and useful process, machine, manufacture, or composition of matter, or any new and useful improvement thereof, whether or not the subject of Patent(s) or Patent Application(s).

"Know-how" means any knowledge or information that enables the operation of a business with the accuracy, efficiency or precision necessary for commercial success.

"Licenses" means all Copyright Licenses, Patent Licenses, Trademark Licenses and agreements relating to the Intellectual Property and material to the operation of Debtor's businesses.

"Other Proprietary Property" means all Trade Secrets, Know-how and similar proprietary rights currently used in Debtor's business.

"Patents" means all types of exclusionary or protective rights granted (or applications therefor) for inventions in any country of the world (including, without

limitation, letters patent, plant patents, utility models, breeders' right certificates, inventor's certificates and the like), and all reissues and extensions thereof and all provisionals, divisions, continuations and continuations-in-part thereof.

"Patent Application" means any and all documentation which is filed with the Patent and Trademark Office or any other applicable regulatory or governmental authority in connection with any application for any Patent.

"Patent License" means any agreement material to the operation of Debtor's business, whether written or oral, providing for the grant by or to Debtor of any right to manufacture, use or sell any Invention covered by a Patent.

"Proceeds" means "proceeds," as such term is defined in the UCC and, to the extent not included in such definition, shall include, without limitation, (a) any and all proceeds of any insurance, indemnity, warranty, guaranty or letter of credit payable to Debtor, from time to time with respect to any of the Collateral, (b) all payments (in any form whatsoever) paid or payable to Debtor from time to time in connection with any taking of all or any part of the Collateral by any governmental authority or any Person acting under color of governmental authority), (c) all judgments in favor of Debtor in respect of the Collateral and (d) all other amounts from time to time paid or payable or received or receivable under or in connection with any of the Collateral.

"Trade Secret" means any scientific or technical information, design, process, pattern, procedure, formula or improvement which is secret and of value.

"Trademarks" means (a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other sources of business identifiers used in any country in the world, whether registered or unregistered, and the goodwill associated therewith, now existing or hereafter acquired, and (b) all registrations, recordings and renewals thereof, and all applications in connection therewith, issued by or filed in a national, state or local governmental authority of any country.

"Trademark Application" means any and all documentation which is filed with the Patent and Trademark Office or any other applicable regulatory or governmental authority in connection with any application for any Trademark.

"Trademark License" means any agreement, material to the businesses of Debtor, written or oral, providing for the grant by or to Debtor of any right to use any Trademark.

"UCC" means the Uniform Commercial Code as from time to time in effect in the State of Texas.

ARTICLE II

Security Interest; Obligations Secured

Section 2.1 Grant of Security Interest. Debtor hereby grants to Secured Party a security interest in all of Debtor's right, title and interest in and to the Intellectual Property and Licenses now owned or at any time hereafter acquired by Debtor or in which Debtor now has or at any time in the future may acquire any right, title, interest or license to, including all Proceeds and products of any and all of the foregoing, including without limitation, the federally registered Patents, federally registered Trademarks, Patent Applications and Trademark Applications listed on Schedule A hereto, wherever arising or located (such property being hereinafter sometimes called the "Collateral"), provided, however, that Collateral shall not include the Excluded Property.

Section 2.2 Obligations. The Collateral shall secure the Obligations.

Section 2.3 Renewal and Extension of Prior Security Agreement. In connection with, among other indebtedness, the indebtedness evidenced by Note-A (as defined in the Loan Agreement), Debtor (when it was known as Tulsa Power, Inc.) and Secured Party have entered into that certain Intellectual Property Agreement dated as of December 31, 2009, and Debtor (as successor in interest to Reel-O-Matic, Inc., a Delaware corporation which merged into Debtor with Debtor being the surviving entity) and Secured Party have entered into that certain Intellectual Property Agreement dated as of December 31, 2009 (collectively, the "Prior Security Agreement"). The security interests created by this Agreement are in renewal and extension of, and not in discharge or novation of, the security interests created by the Prior Security Agreement.

ARTICLE III

Representations and Warranties

To induce Secured Party to enter into this Agreement and the Loan Agreement, Debtor represents and warrants to Secured Party that:

Section 3.1 Schedule A to this Agreement lists all federally registered Intellectual Property and application for the foregoing owned by Debtor in its own name or as to which Debtor has any claim of ownership as of the date hereof.

Section 3.2 Debtor is the owner of the entire right, title and interest in and to or has the right to use pursuant to a valid license or other agreement all Intellectual Property and Other Proprietary Property.

Section 3.3 Debtor's rights in and to the federally registered Intellectual Property owned by Debtor are subsisting, unexpired, have not been abandoned and, to Debtor's knowledge, are valid.

Section 3.4 All Licenses, material franchise agreements and other material agreements conveying rights in and to the Intellectual Property and Other Proprietary Property to which Debtor is a party are identified on Schedule A to this Agreement and are

in full force and effect. Debtor is not in material default under any such agreement, and to the best knowledge of Debtor, no event has occurred which might constitute a material default by Debtor under any such agreement.

Section 3.5 Except for the security interest granted herein or as otherwise permitted by Section 9.2 of the Loan Agreement, all of the Intellectual Property owned by Debtor is free and clear of any and all liens, security interests, options, pledges and/or encumbrances.

Section 3.6 To the knowledge of Debtor, all prior transfers and assignments of the interests of any and all predecessors in the material Intellectual Property of Debtor were duly and validly authorized, executed, delivered, recorded and filed as required to vest Debtor with complete, unrestricted ownership rights therein.

Section 3.7 Debtor has not assigned, transferred or conveyed ownership of any of its Intellectual Property, recorded or unrecorded.

Section 3.8 Except as disclosed to Lender in writing after the date of this Agreement, no proceedings have been instituted or are pending or, to Debtor's knowledge, threatened that challenge Debtor's rights to use any material Intellectual Property or Other Proprietary Property, or to register or maintain the registration of the Intellectual Property. Except as disclosed to Lender in writing after the date of this Agreement, no holding, decision or judgment has been rendered by any governmental authority which would limit, cancel or question the validity of any of the Intellectual Property. Except as disclosed to Lender in writing after the date of this Agreement, no action or proceeding is pending (i) seeking to limit, cancel or question the validity of any material Intellectual Property or Debtor's ownership thereof or (ii) which, if adversely determined, would reasonably be likely to have a Material Adverse Effect on the value of any of the Intellectual Property.

Section 3.9 The current conduct of Debtor's business does not infringe or misappropriate any intellectual property right of any third party in any way which could reasonably be expected to have a Material Adverse Effect. Further, Debtor is not aware of any claim by any third party that such conduct infringes or misappropriates any valid intellectual property of any third party in any way which could reasonably be expected to have a Material Adverse Effect. To the best of Debtor's knowledge, Debtor is not making and has not made use of any confidential information of any third party received pursuant to an agreement or pursuant to improper means except pursuant to express agreement of such third party.

Section 3.10 Debtor is unaware of any infringement by any other party upon its Intellectual Property rights. Debtor has heretofore exerted, continues and affirmatively covenants that it will hereafter continue to exert commercially reasonable efforts to prevent any theft of Debtor's Other Proprietary Property at Debtor's reasonable cost in its business judgment.

ARTICLE IV

Covenants

Debtor covenants and agrees with Secured Party that until the Obligations are paid and performed in full:

Section 4.1 From time to time, upon the written request of Secured Party, and at the sole expense of Debtor, Debtor will promptly and duly execute and deliver such further instruments and documents and take such further action as Secured Party may reasonably request for the purpose of obtaining or preserving the full benefits of this Agreement and of the rights and powers herein granted, including, without limitation, the filing of any financing or continuation statements under the UCC in effect in any jurisdiction with respect to the liens created hereby. Debtor also hereby authorizes Secured Party to (a) file any such financing or continuation statement without the signature of Debtor to the extent permitted by applicable law, and (b) file this Agreement with the United States Patent and Trademark Office or United States Copyright Office. A carbon, photographic or other reproduction of this Agreement shall be sufficient as a financing statement for filing in any jurisdiction.

Section 4.2 Debtor will not create, incur or permit to exist, will take all commercially reasonable actions to defend the Collateral against, and will take such other commercially reasonable actions as is necessary to remove, any lien or claim on or to the Collateral, other than the liens created hereby, and other than as permitted pursuant to Section 9.2 of the Loan Agreement, and will take all commercially reasonable actions to defend the right, title and interest of Secured Party in and to any of the Collateral against the claims and demands of all persons whomsoever.

Section 4.3 Debtor will not sell, transfer, license or sub-license or otherwise dispose of any of the Collateral, or attempt, offer or contract to so do, except as permitted pursuant to Section 9.3 of the Loan Agreement.

Section 4.4 Debtor will advise Secured Party promptly, in reasonable detail, (a) of any lien (other than liens created hereby) on, or claim asserted against, Collateral and (b) of the occurrence of any other event which could reasonably be expected to have a Material Adverse Effect on the aggregate value of the Collateral or on the liens created hereunder.

Section 4.5

(a) Debtor (either itself or through licensees) will, except with respect to any Trademark that Debtor shall reasonably determine is of immaterial economic value to it or otherwise reasonably determines not to so do, (i) continue to use each Trademark on each and every trademark class of goods applicable to its current line as reflected in its current catalogs, brochures and price lists in order to maintain such Trademark in full force free from any claim of abandonment for non-use, (ii)

maintain as in the past the quality of products and services offered under such Trademark, (iii) use reasonable efforts to employ such Trademark with the appropriate notice of registration, (iv) not adopt or use any mark which is confusingly similar or a colorable imitation of such Trademark unless within sixty (60) days after such use or adoption Secured Party, for its benefit, shall obtain a perfected security interest in such mark pursuant to this Agreement, and (v) not (and not permit any licensee or sublicensee thereof to) knowingly do any act or omit to do any act whereby any Trademark may become invalidated.

(b) Debtor will not, except with respect to any Patent that Debtor shall reasonably determine is of immaterial economic value to it or otherwise reasonably determine so to do, do any act, or omit to do any act, whereby any Patent may become abandoned or dedicated. Without the prior written consent of Secured Party, Debtor shall not abandon any right to file a patent application, or abandon any pending patent application or patent if such abandonment would have a Material Adverse Effect on the business of Debtor.

(c) Debtor will promptly notify Secured Party if it knows, that any application relating to any material Patent, Trademark or Copyright may become abandoned or dedicated, or of any adverse determination or material development (including, without limitation, the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark office or any court or tribunal in any country) regarding Debtor's ownership of any Patent, Trademark or Copyright, or its right to register the same or to keep and maintain the same.

(d) Whenever Debtor, either by itself or through any Secured Party, employee, licensee or designee, shall file a Patent Application, Trademark Application or for the registration of any Copyright with the United States Patent and Trademark Office, the United States Copyright Office, or any similar office or agency in any other country or any political subdivision thereof, Debtor shall report such filing to Secured Party within ten (10) business days after the last day of the fiscal quarter in which such filing occurs. Upon request of Secured Party, Debtor shall execute and deliver any and all reasonably necessary agreements, instruments, documents, and papers as Secured Party may reasonably request to evidence Secured Party's security interest in any newly filed Patent, Copyright or Trademark and the goodwill and general intangibles of Debtor relating thereto or represented thereby, and Debtor hereby constitutes Secured Party its attorney-in-fact to execute and file all such writings for the foregoing purposes, all acts of such attorney being hereby ratified and confirmed; such power being coupled with an interest is irrevocable until the Obligations are paid in full.

(e) Debtor, except with respect to any Patent, Trademark or Copyright Debtor shall reasonably determine is of immaterial economic value to it or it otherwise reasonably determines not to so do, will take all reasonable and

necessary steps, including, without limitation, in any proceedings before any tribunal, office or agency in any other country or any political subdivision thereof, to maintain and pursue each application (and to obtain the relevant registration or Patent) and to maintain each Patent and each registration of Trademarks and Copyrights, including, without limitation, filing of applications, applications for reissue, renewal or extensions, the payment of maintenance fees, participation in reexamination, opposition and infringement proceedings, and the filing of renewal applications, affidavits of use and affidavits of incontestability, when appropriate. Any expenses incurred in connection with such activities shall be paid by Debtor.

(f) In the event Debtor knows that any Patent, Trademark or Copyright included in the Collateral is infringed, Debtor shall promptly notify Secured Party after it learns thereof and shall, unless Debtor shall reasonably determine that such Patent, Trademark or Copyright is of immaterial economic value to Debtor which determination Debtor shall promptly report to Secured Party, take all commercially reasonable steps necessary to protect such Patent, Trademark or Copyright including but not limited to suing for infringement, misappropriation or dilution, or take such other actions as Debtor shall reasonably deem appropriate under the circumstances to protect such Patent, Trademark or Copyright.

(g) Debtor will furnish to Secured Party each year, on the anniversary date of the execution of this Agreement, statements, schedules and an inventory identifying and describing any new Intellectual Property acquired subsequent to the date of this agreement and not identified on Schedule A, all transfers, assignments, licenses or sub-licenses of the Collateral by Debtor, and such other information in connection with the Collateral as Secured Party may reasonably request, all in reasonable detail. Any such Intellectual Property shall automatically become part of the Collateral.

ARTICLE V

Rights of Secured Party

Section 5.1 Power of Attorney.

(a) Debtor hereby irrevocably constitutes and appoints Secured Party and any officer or Secured Party thereof, with full power of substitution, as its true and lawful attorney-in-fact with full irrevocable power and authority in the place and stead of Debtor and in the name of Debtor or in its own name, from time to time after the occurrence, and during the continuation of, an Event of Default in Secured Party's discretion, for the purpose of carrying out the terms of this Agreement, to take any and all appropriate action and to execute any and all documents and instruments which may be necessary or desirable to accomplish the purposes of this Agreement, and, without limiting the generality of the foregoing, Debtor hereby grants Secured Party the power and right, on behalf of Debtor without notice to or assent by Debtor, to do the following:

(i) in the name of Debtor or its own name, or otherwise, to take possession of and endorse and collect any checks, drafts, notes, acceptances or other instruments for the payment of moneys due under, or with respect to, any Collateral and to file any claim or to take any other action or proceeding in any court of law or equity or otherwise deemed appropriate by Secured Party for the purpose of collecting any and all such moneys due with respect to such Collateral whenever payable;

(ii) to pay or discharge taxes and liens levied or placed on or threatened against the Collateral, to effect any repairs or any insurance called for by the terms of this Agreement and to pay all or part of the premiums therefor and the costs thereof; and

(iii) (A) to direct any party liable for any payment under any of the Collateral to make payment of any and all moneys due or to become due thereunder directly to Secured Party or as Secured Party shall direct, (B) to ask or demand for, collect, receive payment of and receipt for, any and all moneys, claims and other amounts due or to become due at any time in respect of or arising out of any Collateral, (C) to sign and endorse any invoices, freight or express bills, bills of lading, storage or warehouse receipts, drafts against debtors, assignments, verifications, notices and other documents in connection with any of the Collateral, (D) to commence and prosecute any suits, actions or proceedings at law or in equity in any court of competent jurisdiction to collect the Collateral or any portion thereof and to enforce any other right in respect of any Collateral, (E) to defend any suit, action or proceeding brought against Debtor with respect to any Collateral, (F) to settle, compromise or adjust any suit, action or proceeding described in the preceding clause and, in connection therewith, to give such discharges or releases as Secured Party may deem appropriate, (G) to assign any Trademark or Copyright (along with goodwill of the business to which such Trademark or Copyright pertains), throughout the world for such term or terms, on such conditions, and in such manner, as Secured Party shall in its sole discretion determine, and (H) generally, to sell, transfer, pledge and make any agreement with respect to or otherwise deal with any of the Collateral as fully and completely as though Secured Party were the absolute owner thereof for all purposes, and to do, at Secured Party's option and Debtor's expense, at any time, or from time to time, all acts and things which Secured Party deems necessary to protect, preserve or realize upon the Collateral and the liens of Secured Party thereon and to effect the intent of this Agreement, all as fully and effectively as Debtor might do.

Debtor hereby ratifies all that said attorneys shall lawfully do or cause to be done by virtue hereof. This power of attorney is a power coupled with an interest and shall be irrevocable when it becomes effective in accordance with the terms hereof.

(b) This power of attorney is a power coupled with an interest and shall be irrevocable so long as the Obligations remain outstanding. Secured Party shall be under no

duty to exercise or withhold the exercise of any of the rights, powers, privileges, and options expressly or implicitly granted to Secured Party in this Agreement, and shall not be liable for any failure to do so or any delay in doing so. Secured Party shall not be liable for any act or omission or for any error of judgment or any mistake of fact or law in its individual capacity or in its capacity as attorney-in-fact except acts or omissions resulting from its gross negligence or willful misconduct. This power of attorney is conferred on Secured Party to protect, preserve, and realize upon its security interest in the Collateral. Secured Party's sole duty with respect to the custody, safekeeping and preservation of the Collateral shall be to deal with it with reasonable care. Secured Party shall not be responsible for any decline in the value of the Collateral so long as such duty is satisfied and shall not be required to take any additional steps to preserve rights against prior parties or to protect, preserve, or maintain any security interest or lien given to secure the Collateral.

Section 5.2 Performance by Secured Party of Debtor's Obligations. If Debtor fails to perform or comply with any of its agreements contained herein and Secured Party, as provided for by the terms of this Agreement, shall itself perform or comply, or otherwise cause performance or compliance, with such agreement, then the reasonable expenses of Secured Party incurred in connection with such performance or compliance, together with interest thereon at the Default Rate, shall be payable by Debtor to Secured Party on demand and shall constitute Obligations secured hereby.

Section 5.3 Financing Statements. Debtor expressly authorizes Secured Party to file financing statements showing Debtor as Debtor covering all or any portion of the Collateral in such filing locations as selected by Secured Party and authorizes, ratifies and confirms any financing statement filed prior to the date hereof by Secured Party in any jurisdiction showing Debtor as Debtor covering all or any portion of the Collateral.

ARTICLE VI

Default

Section 6.1 Events of Default. The term "Event of Default" shall mean an Event of Default as defined in the Loan Agreement.

Section 6.2 Rights and Remedies. Upon the occurrence and during the continuance of an Event of Default, Secured Party shall have the following rights and remedies:

(a) Except as otherwise permitted in Section 9.2 or Section 9.3 of the Loan Agreement, Debtor shall not dispose of, conceal, transfer, sell or encumber any of the Collateral (including, but not limited to, cash proceeds) without Secured Party's prior written consent. Any such disposition, concealment, transfer or sale after the occurrence of an Event of Default shall constitute a wrongful conversion of the Collateral. Secured Party

may obtain a temporary restraining order or other equitable relief to enforce Debtor's obligation to refrain from so impairing Secured Party's Collateral.

(b) Secured Party may take possession of any or all of the Collateral. Debtor hereby consents to Secured Party's entry into any of Debtor's premises to repossess Collateral.

(c) Secured Party may dispose of the Collateral at private or public sale. Any required notice of sale shall be deemed commercially reasonable if given at least ten (10) days prior to sale. Secured Party may adjourn any public or private sale to a different time or place without notice or publication of such adjournment, and may adjourn any sale either before or after offers are received. The Collateral may be sold in such lots as Secured Party may elect, in its sole discretion. Secured Party may take such action as it may deem necessary to repair, protect, or maintain the Collateral pending its disposition.

(d) Upon notice to Debtor, Secured Party may exercise any right that it may have under any other document evidencing or securing the Obligations or otherwise available to Secured Party at law or equity.

ARTICLE VII

Miscellaneous

Section 7.1 No Waiver; Cumulative Remedies. No failure on the part of Secured Party to exercise and no delay in exercising, and no course of dealing with respect to, any right, power, or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power, or privilege under this Agreement preclude any other or further exercise thereof or the exercise of any other right, power, or privilege. The rights and remedies provided for in this Agreement are cumulative and not exclusive of any rights and remedies provided by law.

Section 7.2 Expenses. Debtor will pay to Secured Party all reasonable fees and expenses (including all reasonable legal fees and expenses) incurred by Secured Party in connection with the enforcement of any of the provisions of this Agreement or the enforcement of any of the Obligations, or any actual or attempted sale, or any exchange, enforcement, collection, compromise or settlement of any of the Collateral or receipt of the proceeds thereof, and for the care of the Collateral and defending or asserting the rights and claims of the Secured Party in respect thereof, by litigation or otherwise; and all such fees and expenses shall be Obligations within the terms of this Agreement.

Section 7.3 Amendment. The provisions of this Agreement may be amended or waived only by an instrument in writing signed by the parties hereto.

Section 7.4 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of Debtor and Secured Party and their respective heirs, successors, and assigns, except that Debtor may not assign any of its rights or obligations under this Agreement without the prior written consent of Secured Party.

Section 7.5 Notices. All notices and other communications provided for in this Agreement shall be given as provided in the Loan Agreement.

Section 7.6 Applicable Law; Venue; Service of Process. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and the applicable laws of the United States of America. This Agreement has been entered into in Harris County, Texas, and it shall be performable for all purposes in Harris County, Texas. Any action or proceeding against Debtor under or in connection with this Agreement or any other Loan Document may be brought in any state or federal court in Harris County, Texas, and Debtor hereby irrevocably submits to the nonexclusive jurisdiction of such courts and waives any objection it may now or hereafter have as to the venue of any such action or proceeding brought in such court or that such court in an inconvenient forum. Nothing in this Agreement or any other Loan Document shall affect the right of Secured Party to serve process in any other manner permitted by law or shall limit the right of Secured Party to bring any action or proceeding against Debtor or with respect to any of the Collateral in any state or federal court in any other jurisdiction. Any action or proceeding by Debtor against Secured Party shall be brought only in a court located in Harris County, Texas.

Section 7.7 Headings. The headings, captions, and arrangements used in this Agreement are for convenience only and shall not affect the interpretation of this Agreement.

Section 7.8 Survival of Representations and Warranties. All representations and warranties made in this Agreement or in any certificate delivered pursuant hereto shall survive the execution and delivery of this Agreement, and no investigation by Secured Party shall affect the representations and warranties or the right of Secured Party to rely upon them.

Section 7.9 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Section 7.10 Waiver of Bond. In the event Secured Party seeks to take possession of any or all of the Collateral by judicial process, Debtor hereby irrevocably waives any bonds and any surety or security relating thereto that may be required by applicable law as an incident to such possession, and waives any demand for possession prior to the commencement of any such suit or action.

Section 7.11 Severability. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

Section 7.12 Obligations Absolute. The obligations of Debtor under this Agreement shall be absolute and unconditional and, except upon payment and performance of the Obligations in full, shall not be released, discharged, reduced, or in any way impaired by any circumstance whatsoever, including, without limitation, any amendment, modification, extension, or renewal of this Agreement, the Obligations, or any document or instrument evidencing, securing, or otherwise relating to the Obligations, or any release or subordination of collateral, or any waiver, consent, extension, indulgence, compromise, settlement, or other action or inaction in respect of this Agreement, the Obligations, or any document or instrument evidencing, securing, or otherwise relating to the Obligations, or any exercise or failure to exercise any right, remedy, power, or privilege in respect of the Obligations. Secured Party shall not have any liability or responsibility for the performance of any obligation of Debtor under this Agreement.

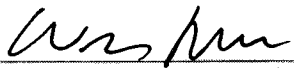
Section 7.13 **NO ORAL AGREEMENTS**. **THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS EMBODY THE FINAL, ENTIRE AGREEMENT AMONG THE PARTIES HERETO AND SUPERSEDE ANY AND ALL PRIOR COMMITMENTS, AGREEMENTS, REPRESENTATIONS, AND UNDERSTANDINGS, WHETHER WRITTEN OR ORAL, RELATING TO THE SUBJECT MATTER HEREOF AND THEREOF AND MAY NOT BE CONTRADICTED OR VARIED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OR DISCUSSIONS OF THE PARTIES HERETO. THERE ARE NO ORAL AGREEMENTS AMONG THE PARTIES HERETO.**

[[Remainder of Page Intentionally Left Blank.]]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered as of the date first above written.

DEBTOR:

REEL POWER INTERNATIONAL INC.

By: 
William Ivie
Treasurer

SECURED PARTY:

TEXAS CAPITAL BANK, NATIONAL ASSOCIATION

By: _____
Jason Fowler
Senior Vice President

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered as of the date first above written.

DEBTOR:

REEL POWER INTERNATIONAL INC.

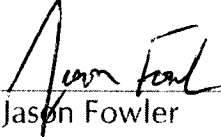
By: _____

William Ivie
Treasurer

SECURED PARTY:

TEXAS CAPITAL BANK, NATIONAL ASSOCIATION

By: _____


Jason Fowler
Senior Vice President

Schedule A

TRADEMARKS

Trademark:	Registration No.:	Registration Date:
The Reel Thing	1,509,938	October 25, 1988
Tulsa Power	2,346,242	April 25, 2000
Tulsa Power	3,185,716	December 19, 2006

DESCRIPTION	Filing Date	Appl. No.	Reg. Date	Reg. No.
US TRADEMARK "REEL-O-MATIC" Classes: 037	08/21/81	73/324,739	02/05/85	1,318,574
US TRADEMARK "THE REEL DEAL" Classes: 006	12/12/86	73/635,011	07/28/87	1,449,272
US TRADEMARK "LONG RUN" Classes: 007	04/19/88	73/726,244	07/04/89	1,546,080
US TRADEMARK "AUTOREEL" Classes: 07	07/31/90	74/083,407	07/06/93	1,780,771
US TRADEMARK "REEL-O-MATIC" Classes: 007, 008, 009	07/31/90	74/083,650	11/17/92	1,732,482
US TRADEMARK "REEL-NEAT" Classes: 007, 008, 009	12/12/90	74/122,847	09/20/94	1,855,011

DESCRIPTION	Filing Date	Appl. No.	Reg. Date	Reg. No.
US TRADEMARK "LENGTH-TRAC" Classes: 009	06/17/96	75/120,276	09/09/97	2,096,089
US TRADEMARK "AUTOSPOOL" Classes: 007	10/23/98	75/575,878	11/12/02	2,649,762
US TRADEMARK "LONG RUN - QUALITY REALLY SHOWS IN THE LONG RUN" (& LOGO) Classes: 007	01/18/01	76/195,254	10/22/02	2,638,529
US TRADEMARK "THE REEL-MAGIC LIFETIME LIMITED WARRANTY" Classes: 036	05/16/01	76/257,620	07/29/03	2,743,603
US TRADEMARK "LONG RUN" Classes: 007	01/30/02	76/364,160	10/08/02	2,631,639
FOREIGN TRADEMARK SINGAPORE "REEL-O-MATIC" Class: 007	09/26/90	6677/90	09/26/90	T90/066771
FOREIGN TRADEMARK SOUTH KOREA " REEL-O-MATIC" Class: 007	08/01/90	90-23017	01/8/93	40-256750

DESCRIPTION	Filing Date	Appl. No.	Reg. Date	Reg. No.
FOREIGN TRADEMARK CHINA "REEL-O-MATIC" Class: 007	01/07/91	91000902	12/30/91	577263
FOREIGN TRADEMARK CHINA "REEL-O-MATIC" Class: 009	01/07/91	91000901	01/10/92	578514
FOREIGN TRADEMARK CHINA "REEL-O-MATIC" in Chinese characters Class: 009	05/03/91	91017100	04/10/92	590249
FOREIGN TRADEMARK CHINA "REEL-O-MATIC" in Chinese characters Class: 007	05/03/91	91017101	04/20/92	591603
FOREIGN TRADEMARK HONG KONG "REEL-O-MATIC" ("Wai Ngo") in Chinese characters Class: 007	05/08/91	2990/91	05/08/91	199302170AA
CHINESE TRADEMARK HONG KONG "REEL-O-MATIC" ("Wai Ngo") in Chinese characters Class: 009	05/08/91	2991/91	05/08/91	B1063/95

DESCRIPTION	Filing Date	Appl. No.	Reg. Date	Reg. No.
FOREIGN TRADEMARK EUROPEAN COMMUNITY TRADEMARK "REEL-O-MATIC" Classes: 007, 008, 009, 040	04/18/02	2658797	10/02/03	2658797
FOREIGN TRADEMARK GERMANY "REEL-O-MATIC" Class: 007	08/07/90	R49705/7W z	07/30/91	1179595
FOREIGN TRADEMARK EUROPEAN COMMUNITY TRADEMARK "REEL-O-MATIC" Classes: 007, 009	04/01/96	200,790	06/11/98	200,790
FOREIGN TRADEMARK UNITED KINGDOM "REEL-O-MATIC" Class: 009	08/24/90	1437824	04/10/92	1437824
FOREIGN TRADEMARK UNITED KINGDOM "REEL-O-MATIC" Classes: 007	03/04/91	1457222	04/29/94	1457222
FOREIGN TRADEMARK CANADA "AUTOREEL" Class: 007	03/14/96	806960	04/21/97	TMA474,976

PATENTS

None