

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
Bradshaw International, Inc.		10/16/2008	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA	
Name:	Bank of America, N.A., as Agent
Street Address:	55 South Lake Ave., Suite 900
Internal Address:	CA9-513-09-01
City:	Pasadena
State/Country:	CALIFORNIA
Postal Code:	91101
Entity Type:	national bank: UNITED STATES

PROPERTY NUMBERS Total: 14

Property Type	Number	Word Mark
Registration Number:	3213144	SAFECUT
Registration Number:	3300287	PARTY POP-UPS
Registration Number:	3300286	PARTY POP-UPS
Registration Number:	3432236	SPYRO
Serial Number:	77111174	QUATTRO
Serial Number:	77188309	HARMONY
Serial Number:	77295249	OVEN FRESH GOOD COOK THE ART OF GOOD COOKING
Serial Number:	77334608	YUM! GADGETS
Serial Number:	77395504	AIR PERFECT
Serial Number:	77397190	BRADSHAW
Serial Number:	77433338	PRECISION
Serial Number:	77512506	LUNCH & MUNCH
Serial Number:	77527326	GOOD COOK PRECISION

CH \$365.00 3213144

Registration Number:

3382441

GOOD COOK REAL LIFE, REAL COOKING.

CORRESPONDENCE DATA

Fax Number: (213)443-2926

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

Phone: 213-617-5493

Email: jcravitz@sheppardmullin.com

Correspondent Name: Sheppard, Mullin, Richter & Hampton LLP

Address Line 1: 333 S. Hope St., 48th Floor

Address Line 2: Attn: J. Cravitz

Address Line 4: Los Angeles, CALIFORNIA 90071

ATTORNEY DOCKET NUMBER:

0TK7-063777

NAME OF SUBMITTER:

Julie Cravitz

Signature:

/julie cravitz/

Date:

10/24/2008

Total Attachments: 19

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**AMENDED AND RESTATED PATENT AND
TRADEMARK SECURITY AGREEMENT**
(Bradshaw International, Inc.)

THIS AMENDED AND RESTATED PATENT AND TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of October 16, 2008, is entered into by and between **BRADSHAW INTERNATIONAL, INC.**, a California corporation ("Debtor"), and **BANK OF AMERICA, N.A.**, as Agent under the Loan Agreement referred to below ("Agent") for the benefit of Secured Party (as defined below), with reference to the following facts:

RECITALS

A. Debtor previously entered into to the Amended and Restated Loan and Security Agreement dated as of March 2, 2006 (as heretofore amended, restated, extended, supplemented, or otherwise modified, the "Prior Loan Agreement"), among Debtor, Butler Home Products, LLC, a Delaware limited liability company, the lenders party thereto (collectively, the "Existing Lenders"), and Bank of America, N.A., as agent for the Existing Lenders ("Existing Agent").

B. The obligations under the Prior Loan Agreement were secured by, *inter alia*, the collateral owned by Debtor and described in the Patent and Trademark Security Agreement dated as of February 14, 2003 (as heretofore amended, restated, extended, supplemented, or otherwise modified, the "Prior Patent and Trademark Security Agreement"), in favor of Existing Agent, as successor in interest to Fleet Capital Corporation.

C. The Prior Loan Agreement is being amended and restated in its entirety by the Second Amended and Restated Loan and Security Agreement of even date herewith (as may be amended, restated, extended, supplemented, or otherwise modified from time to time, the "Loan Agreement"; capitalized terms used herein, but not defined herein, have the meanings ascribed to them in the Loan Agreement), among Debtor, the financial institutions from time to time a party thereto (collectively, "Lenders"), and Agent, pursuant to which the Lenders agreed to extend certain credit facilities to Debtor.

D. The Loan Agreement provides, as a condition to the availability of the credit facilities described above, that Debtor enter into this Agreement and grant Secured Party a security interest in Debtor's patents and trademarks as herein provided.

E. This Agreement amends and restates in its entirety the security interests granted by Debtor in the Prior Patent and Trademark Security Agreement.

NOW, THEREFORE, in order to induce the Lenders to extend the aforementioned credit facilities to Debtor, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor hereby represents, warrants, covenants and agrees as follows:

1. SECURITY INTEREST

Debtor hereby grants to Agent, Issuing Bank, Lenders and providers of Bank Products (provided that subject to the terms and conditions of the Loan Agreement, any right, remedy, privilege or power of Secured Party shall be exercised by Agent)("Secured Party") a security interest in:

A. All of Debtor's now existing or hereafter acquired right, title and interest in and to: all of Debtor's interests in any domestic patents; all applications, registrations and recordings relating to such patents in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state thereof, or any political subdivision thereof, and all reissues, extensions and renewals thereof, including, without limitation, those patents, applications, registrations and recordings described in Schedule A hereto (collectively, the "Patents");

B. All of Debtor's now existing or hereafter acquired right, title, and interest in and to: all of Debtor's domestic trademarks, trade names, trade styles and service marks; all prints and labels on which such trademarks, trade names, trade styles and service marks appear, have appeared or will appear, and all designs and general intangibles of a like nature; all applications, registrations and recordings relating to the foregoing in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof, or any political subdivision thereof, and all reissues, extensions and renewals thereof including, without limitation, those trademarks, terms, designs and applications described in Schedule B hereto (collectively, the "Trademarks");

C. The goodwill of the business symbolized by each of the Trademarks, including, without limitation, all customer lists and other records relating to the distribution of products or services bearing the Trademarks; and

D. Any and all proceeds of any of the foregoing, including, without limitation, any claims by Debtor against third parties for infringement of the Patents, the Trademarks or any licenses with respect to the Patents or the Trademarks (all of the foregoing are collectively referred to herein as the "Collateral").

2. OBLIGATIONS SECURED

The security interest granted to Secured Party in this Agreement shall secure any and all present and future obligations of any type or nature of Debtor to Secured Party or any of the Lenders arising under or related to the Loan Documents and/or any one or more of them, whether due or to become due, matured or unmatured, liquidated, or contingent or non contingent, including obligations of performance as well as obligations of payment, and including interest that accrues after the commencement of any bankruptcy or insolvency proceeding by or against Debtor or against any other Person (all the foregoing hereinafter referred to as the "Obligations").

3. WARRANTIES AND COVENANTS

Debtor hereby covenants, represents and warrants that (all of such covenants, representations and warranties being continuing in nature so long as any of the Obligations are outstanding):

A. All of the existing Collateral is valid and subsisting in full force and effect, and Debtor owns sole, full, and clear title thereto, and has the right and power to grant the security interests granted hereunder. Debtor will, at Debtor's expense, perform all acts and execute all documents reasonably necessary to maintain the existence of the Collateral as valid, subsisting and registered trademarks and patents, including, without limitation, the filing of any renewal affidavits and applications, other than Collateral that is not material to Debtor's business. The Collateral is not subject to Lien, except the security interest granted hereunder, the licenses, if any, which are specifically described in Schedule C hereto and Permitted Liens.

B. Except as permitted by the Loan Agreement, Debtor will not assign, sell, mortgage, lease, transfer, pledge, hypothecate, grant a security interest in or Lien upon, encumber, grant an exclusive or non-exclusive license relating thereto, except to Secured Party, or otherwise dispose of any of the Collateral that is material to Debtor's business without the prior written consent of Secured Party.

C. Debtor will, at Debtor's expense, perform all acts and execute all documents requested at any time by Secured Party in its commercially reasonable discretion to evidence, perfect, maintain, record, or enforce the security interest in the Collateral granted hereunder or to otherwise further the provisions of this Agreement. Debtor hereby authorizes Secured Party to execute and file one or more financing statements (or similar documents) with respect to the Collateral. Debtor further authorizes Secured Party to have this or any other similar Security Agreement filed with the Commissioner of Patents and Trademarks or other appropriate federal, state or government office.

D. Debtor will, concurrently with the execution and delivery of this Agreement, execute and deliver to Secured Party five (5) originals of a Power of Attorney in the form of Exhibit 1 annexed hereto for the implementation of the assignment, sale or other disposition of the Collateral pursuant to Secured Party's exercise of the rights and remedies granted to Secured Party hereunder. Secured Party agrees it will only exercise the Power of Attorney upon the occurrence and during the continuation of an Event of Default under (and as defined in) the Loan Agreement.

E. Secured Party may, in its sole discretion, pay any amount or do any act which Debtor fails to pay or do as required hereunder or as requested by Secured Party in its commercially reasonable discretion to maintain and preserve the Collateral, defend, protect, record, amend or enforce the Obligations, the Collateral, or the security interest granted hereunder including but not limited to, all filing or recording fees, court costs, collection charges and reasonable attorneys' fees. Debtor will be liable to Secured Party for any such payment, which payment shall be deemed a borrowing by Debtor from the

Lenders, and shall be payable on demand together with interest at the rate set forth in the Loan Agreement and shall be part of the Obligations secured hereby.

F. As of the date hereof, Debtor does not have any Patents or Trademarks registered, or subject to pending applications, in the United States Patent and Trademark Office or any similar office or agency in the United States other than those described in Schedules A and B annexed hereto.

G. Debtor shall notify Secured Party in writing of the filing of any application for the registration of a Patent or Trademark with the United States Patent and Trademark Office or any similar office or agency in the United States or any state therein within thirty (30) days of such filing. Upon request of Secured Party, Debtor shall execute and deliver to Secured Party any and all amendments to this Agreement as may be requested by Secured Party to evidence the security interests of Secured Party in such Patent or Trademark.

H. Debtor will not permit any of the Patents or Trademarks to become abandoned, canceled, invalidated, unenforceable, avoided, or avoidable unless Debtor, in the exercise of its reasonable business judgment, determines that such Patent or Trademark is not valuable or otherwise material to Debtor's business. Debtor shall notify Secured Party immediately if Debtor knows or has reason to know of any reason why any application, registration, or recording may become abandoned, canceled, invalidated, unenforceable, avoided, or avoidable.

I. Debtor will take such actions in any proceeding before the United States Patent and Trademark Office, any federal or state court, or any similar office or agency in the United States or any state therein or any other country as are necessary to maintain such application and registration of the Patents or Trademarks material to Debtor's business as Debtor's exclusive property and to protect Secured Party's interest therein, including, without limitation, filing of renewals, affidavits of use, affidavits of incontestability and opposition, interference, and cancellation proceedings.

J. Debtor will promptly notify Secured Party if Debtor (or any affiliate or subsidiary thereof) learns of any use by any person of any term or design likely to cause confusion with any Trademark material to Debtor's business or of any use by any person of any other process or product which infringes upon any Patent or Trademark, in each case that is material to Debtor's business. If requested by Secured Party, Debtor, at Debtor's expense, shall take such action as Secured Party, in Secured Party's commercially reasonable discretion, may deem reasonably advisable for the protection of Secured Party's interest in and to the Patents and the Trademarks.

K. Debtor will maintain the quality of the products associated with the Trademarks at a level reasonably consistent with the quality at the time of this Agreement. Debtor hereby grants to Secured Party the right to visit Debtor's plant and facilities which manufacture or store products sold under any of the Trademarks and to inspect the products and quality-control records relating thereto, which right may be exercised by

Secured Party no more frequently than once per year prior to the occurrence and continuation of an Event of Default and only during Debtor's regular business hours.

4. RIGHTS AND REMEDIES

Upon the occurrence and during the continuance of an Event of Default, in addition to all other rights and remedies of Secured Party, whether provided under applicable law, the Loan Documents or otherwise, and after expiration of any grace period, Secured Party shall have the following rights and remedies which may be exercised without notice to, or consent by, Debtor, except as such notice or consent is expressly provided for hereunder.

A. Secured Party may make use of any Patents or Trademarks for the sale of goods or rendering of services in connection with enforcing any other security interest granted to Secured Party by Debtor, provided that Secured Party may not alter or modify any of the Patents or Trademarks.

B. Secured Party may grant such license or licenses relating to the Collateral for such term or terms, on such conditions, and in such manner as Secured Party shall in its sole discretion deem appropriate. Such license or licenses may be general, special, or otherwise and may be granted on an exclusive or non-exclusive basis throughout all or any part of the United States of America, its territories and possessions, and all foreign countries.

C. Secured Party may assign, sell, or otherwise dispose of the Collateral or any part thereof, either with or without special conditions or stipulations, except that Secured Party agrees to provide Debtor with ten (10) days prior written notice of any proposed disposition of the Collateral. Secured Party shall have the power to buy the Collateral or any part thereof, and Secured Party shall also have the power to execute assurances and perform all other acts which Secured Party may, in Secured Party's sole discretion, deem appropriate or proper to complete such assignment, sale or disposition. In any such event, Debtor shall be liable for any deficiency.

D. In addition to the foregoing, in order to implement the assignment, sale, or other disposition of any of the Collateral pursuant to subparagraph 4C hereof, Secured Party may at any time execute and deliver on behalf of Debtor, pursuant to the authority granted in the Powers of Attorney described in subparagraph 3D hereof, one or more instruments of assignment of the Patents or Trademarks (or any application, registration, or recording relating thereto), in form suitable for filing, recording or registration. Debtor agrees to pay Secured Party on demand all costs incurred in any such transfer of the Collateral, including, but not limited to, any taxes, fees, and reasonable attorneys' fees.

E. Secured Party may apply the proceeds actually received from any such license, assignment, sale or other disposition of Collateral first to the reasonable costs and expenses thereof, including, without limitation, reasonable attorneys' fees and all reasonable legal, travel, and other reasonable expenses which may be incurred by Secured Party. Thereafter, Secured Party shall apply any remaining proceeds to the Obligations as set forth in the Loan Agreement. Debtor shall remain liable to Secured Party for any

expenses or obligations remaining unpaid after the application of such proceeds, and Debtor will pay Secured Party on demand any such unpaid amount, together with interest at the default rate set forth in the Loan Agreement.

F. In the event that any such license, assignment, sale or disposition of the Collateral (or any part thereof) is made after the occurrence and during the continuance of an Event of Default, Debtor shall supply to Secured Party or Secured Party's designee Debtor's knowledge and expertise relating to the manufacture and sale of the products and services bearing the Trademarks or to which the Patents relate and Debtor's customer lists and other records relating to the Patents and the Trademarks and the distribution thereof, and at times and under circumstances reasonably convenient to Debtor.

Nothing contained herein shall be construed as requiring Secured Party to take any such action at any time. All of Secured Party's rights and remedies, whether provided under law, the Loan Documents, this Agreement, or otherwise, shall be cumulative and none is exclusive. Such rights and remedies may be enforced alternatively, successively, or concurrently.

5. GOVERNING LAW

THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF CALIFORNIA, WITHOUT GIVING EFFECT TO ANY CONFLICT OF LAW PRINCIPLES (BUT GIVING EFFECT TO FEDERAL LAWS RELATING TO NATIONAL BANKS).

6. MISCELLANEOUS

A. Any failure or delay by Secured Party to require strict performance by Debtor of any of the provisions, warranties, terms and conditions contained herein or in any other agreement, document, or instrument, shall not affect Secured Party's right to demand strict compliance and performance therewith, and any waiver of any Event of Default shall not waive or affect any other Event of Default, whether prior or subsequent thereto, and whether of the same or of a different type. None of the warranties, conditions, provisions, and terms contained herein or in any other agreement, document, or instrument shall be deemed to have been waived by any act or knowledge of Secured Party, its agents, officers, or employees, but only by an instrument in writing, signed by an officer of Secured Party and directed to Debtor, specifying such waiver.

B. All notices, requests and demands to or upon the respective parties hereto shall be deemed to have been duly given or made: if by hand, immediately upon delivery; if by facsimile (fax), telex or telegram, immediately upon sending; if by any overnight delivery service, one day after dispatch; and if mailed by first class or certified mail, three (3) days after mailing. All notices, requests and demands are to be given or made to the respective parties at the addresses set forth in the Loan Agreement.

C. In the event any term or provision of this Agreement conflicts with any term or provision of the Loan Agreement, the term or provision of the Loan Agreement shall control.

D. In the event that any provision hereof shall be deemed to be invalid by any court, such invalidity shall not affect the remainder of this Agreement.

E. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors and assigns. No provision hereof shall be modified, altered or limited except by a written instrument expressly referring to this Agreement signed by the party to be charged thereby.

F. The security interest granted to Secured Party hereunder shall terminate upon termination of the Loan Agreement and indefeasible payment in full to the Lenders of all Obligations thereunder (other than contingent indemnification obligations). Secured Party will, at Debtor's expense, perform all acts and execute all documents reasonably necessary to evidence such termination, including, without limitation, the execution and filing of any termination statements.

7. CONSENT TO FORUM; ARBITRATION

A. DEBTOR HEREBY CONSENTS TO THE NON-EXCLUSIVE JURISDICTION OF ANY FEDERAL OR STATE COURT SITTING IN OR WITH JURISDICTION OVER CALIFORNIA, IN ANY PROCEEDING OR DISPUTE RELATING IN ANY WAY TO ANY LOAN DOCUMENTS, AND AGREES THAT ANY SUCH PROCEEDING SHALL BE BROUGHT BY IT SOLELY IN ANY SUCH COURT. DEBTOR IRREVOCABLY WAIVES ALL CLAIMS, OBJECTIONS AND DEFENSES THAT IT MAY HAVE REGARDING SUCH COURT'S PERSONAL OR SUBJECT MATTER JURISDICTION, VENUE OR INCONVENIENT FORUM. DEBTOR IRREVOCABLY CONSENTS TO SERVICE OF PROCESS IN THE MANNER PROVIDED FOR NOTICES IN SECTION 14.3 OF THE LOAN AGREEMENT. Nothing herein shall limit the right of Secured Party or any Lender to bring proceedings against any Obligor in any other court, nor limit the right of any party to serve process in any other manner permitted by Applicable Law. Nothing in this Agreement shall be deemed to preclude enforcement by Secured Party of any judgment or order obtained in any forum or jurisdiction.

B. Notwithstanding any other provision of this Agreement to the contrary, any controversy or claim among the parties relating in any way to any Obligations or Loan Documents, including any alleged tort, shall at the request of any party hereto be determined by binding arbitration conducted in accordance with the United States Arbitration Act (Title 9 U.S. Code). Arbitration proceedings will be determined in accordance with the Act, the then-current rules and procedures for the arbitration of financial services disputes of the American Arbitration Association ("AAA"), and the terms of this Section. In the event of any inconsistency, the terms of this Section shall control. If AAA is unwilling or unable to serve as the provider of arbitration or to enforce any provision of this Section, Secured Party may designate another arbitration organization with similar procedures to serve as the provider of arbitration. The arbitration proceedings shall be conducted in Los Angeles or Pasadena, California. The arbitration hearing shall commence within 90 days of the arbitration demand and close within 90 days thereafter. The arbitration award must be issued within 30 days after close of the hearing (subject to

extension by the arbitrator for up to 60 days upon a showing of good cause), and shall include a concise written statement of reasons for the award. The arbitrator shall give effect to applicable statutes of limitation in determining any controversy or claim, and for these purposes, service on AAA under applicable AAA rules of a notice of claim is the equivalent of the filing of a lawsuit. Any dispute concerning this Section or whether a controversy or claim is arbitrable shall be determined by the arbitrator. The arbitrator shall have the power to award legal fees to the extent provided by this Agreement. Judgment upon an arbitration award may be entered in any court having jurisdiction. The arbitrator shall not have the power to commit errors of law or legal reasoning, and any award may be reviewed and vacated or corrected on appeal to a court of competent jurisdiction for any such error. The institution and maintenance of an action for judicial relief or pursuant to a provisional or ancillary remedy shall not constitute a waiver of the right of any party, including the plaintiff, to submit the controversy or claim to arbitration if any other party contests such action for judicial relief. No controversy or claim shall be submitted to arbitration without the consent of all parties if, at the time of the proposed submission, such controversy or claim relates to an obligation secured by Real Estate, but if all parties do not consent to submission of such a controversy or claim to arbitration, it shall be determined as provided in the next sentence. At the request of any party, a controversy or claim that is not submitted to arbitration as provided above shall be determined by judicial reference; and if such an election is made, the parties shall designate to the court a referee or referees selected under the auspices of the AAA in the same manner as arbitrators are selected in AAA sponsored proceedings and the presiding referee of the panel (or the referee if there is a single referee) shall be an active attorney or retired judge; and judgment upon the award rendered by such referee or referees shall be entered in the court in which proceeding was commenced. None of the foregoing provisions of this Section shall limit the right of Secured Party or Lenders to exercise self-help remedies, such as setoff, foreclosure or sale of any Collateral or to obtain provisional or ancillary remedies from a court of competent jurisdiction before, after or during any arbitration proceeding. The exercise of a remedy does not waive the right of any party to resort to arbitration or reference. At Secured Party's option, foreclosure under a mortgage may be accomplished either by exercise of power of sale thereunder or by judicial foreclosure.

8. WAIVERS BY DEBTOR To the fullest extent permitted by Applicable Law, Debtor waives (a) the right to trial by jury (which Secured Party and each Lender hereby also waives) in any proceeding or dispute of any kind relating in any way to any Loan Documents, Obligations or Collateral; (b) presentment, demand, protest, notice of presentment, default, non-payment, maturity, release, compromise, settlement, extension or renewal of any commercial paper, accounts, documents, instruments, chattel paper and guaranties at any time held by Secured Party on which Debtor may in any way be liable, and hereby ratifies anything Secured Party may do in this regard; (c) notice prior to taking possession or control of any Collateral; (d) any bond or security that might be required by a court prior to allowing Secured Party to exercise any rights or remedies; (e) the benefit of all valuation, appraisal and exemption laws; (f) any claim against Secured Party or any Lender, on any theory of liability, for special, indirect, consequential, exemplary or punitive damages (as opposed to direct or actual damages) in any way relating to any Enforcement Action, Obligations, Loan Documents or transactions relating thereto; and (g) notice of acceptance hereof. Debtor acknowledges that the foregoing waivers are a material

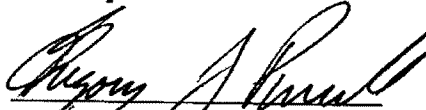
inducement to Secured Party and Lenders entering into the Loan Agreement and that Secured Party and Lenders are relying upon the foregoing in their dealings with Debtor. Debtor has reviewed the foregoing waivers with its legal counsel and has knowingly and voluntarily waived its jury trial and other rights following consultation with legal counsel. In the event of litigation, this Agreement may be filed as a written consent to a trial by the court.

9. EFFECT OF THIS AGREEMENT. This Agreement amends and restates in its entirety (but without novation) the security interests granted by Debtor in the Prior Patent and Trademark Security Agreement. Debtor hereby acknowledges and agrees that all collateral subject to the Prior Patent and Trademark Security Agreement shall continue to secure the Obligations.

IN WITNESS WHEREOF, Debtor and Secured Party have executed this Agreement as of the day and year first above written.

DEBTOR:

BRADSHAW INTERNATIONAL, INC.,
a California corporation

By: 
Name: Gregory J. Purcell
Title: Chairman

SECURED PARTY:

BANK OF AMERICA, N.A.,
as Agent

By: _____
Matthew R. Van Steenhuyse
Senior Vice President

IN WITNESS WHEREOF, Debtor and Secured Party have executed this Agreement as of the day and year first above written.

DEBTOR:

BRADSHAW INTERNATIONAL, INC.,
a California corporation

By: _____
Name: _____
Title: _____

SECURED PARTY:

BANK OF AMERICA, N.A.,
as Agent


By: 
Matthew R. Van Steenhuyse
Senior Vice President

EXHIBIT 1

SPECIAL POWER OF ATTORNEY

STATE OF CALIFORNIA)
)
COUNTY OF LOS ANGELES) ss.:

KNOW ALL MEN BY THESE PRESENTS, Bradshaw International, Inc., a California corporation ("Debtor"), hereby appoints and constitutes BANK OF AMERICA, N.A., in its capacity as Agent for the Lenders identified in the Security Agreement referred to below ("Secured Party"), and each officer thereof, Debtor's true and lawful attorney, with full power of substitution and with full power and authority to perform the following acts on behalf of Debtor:

1. Execution and delivery of any and all agreements, documents, instruments of assignment, or other papers which Secured Party, in its sole discretion, deems necessary or advisable for the purpose of assigning, selling, or otherwise disposing of all of the right, title, and interest of Debtor in and to any patents or trademarks and all registrations, recordings, reissues, extensions, and renewals thereof, or for the purpose of recording, registering and filing of, or accomplishing any other formality with respect to, the foregoing.

2. Execution and delivery of any and all documents, statements, certificates or other papers which Secured Party, in its sole discretion, deems necessary or advisable to further the purposes described in paragraph 1 hereof.

This Special Power of Attorney is made pursuant to an Amended and Restated Patent and Trademark Security Agreement of even date herewith between Debtor and Secured Party (as amended or supplemented, the "Security Agreement") and may not be revoked until indefeasible payment in full of all of the "Obligations" referred to in the Security Agreement. Secured Party agrees that it will exercise its rights with respect to this Special Power of Attorney only after the occurrence and during the continuation of an Event of Default (as defined in the Loan Agreement referred to in the Security Agreement).

Dated as of October ____, 2008.

DEBTOR:

BRADSHAW INTERNATIONAL, INC.,
a California corporation

By: _____
Name: _____
Title: _____

SCHEDULE A
to
AMENDED AND RESTATED PATENT AND TRADEMARK SECURITY
AGREEMENT

Patents and Applications

Patent

Patent No.

Filing/Registration Date

SCHEDULE A
to
AMENDED AND RESTATED PATENT AND TRADEMARK SECURITY AGREEMENT

Patents and Applications

Application Serial No.	Filing Date	Patent Number	Issue Date	Invention Title
29/156,774	08-Mar-02	D485,157 S	13-Jan-04	LATERAL HOOK MERCHANDISING BAR
29/173,077	23-Dec-02	D483,624S	16-Dec-03	KNIFE BLOCK WITH KNIFE SHARPENER
29/173,078	23-Dec-02	D488,676 S	20-Apr-04	KNIFE BLOCK
29/173,079	23-Dec-02	D,488,980 S	27-Apr-04	KNIFE SHARPENER
29/174,014	10-Jan-03	D487,005S	24-Feb-04	CARRYING TRAY WITH BEVERAGE CONTAINERS
29/174,013	10-Jan-03	D,488,965 S	27-Apr-04	CARRYING TRAY FOR BEVERAGE CONTAINERS
29/174,015	10-Jan-03	D484,754	06-Jan-04	CITRUS REAMER
29/190,168	16-Sep-03	D503,540S	05-Apr-05	HANDLE FOR BRUSH OR OTHER IMPLEMENT
29/190,157	16-Sep-03	D533,745 S	19-Dec-06	ADJUSTABLE MERCHANDISING HOOK BAR
29/191,309	07-Oct-03	D498,135S	09-Nov-04	LATERAL HOOK MERCHANDISING BAR
29/202,913	07-Apr-04	D541,104 S	24-Apr-07	GRIP FOR COOKING UTENSILS
29/211,162	11-Aug-04	D520,826 S	16-May-06	CAN OPENER
11/207,541	19-Aug-05			CAN OPENER
29/211,067	11-Aug-04	D537,687 S	06-Mar-07	CAN AND BOTTLE OPENER
29/245,287	22-Dec-05	D532,262 S	21-Nov-06	ICE CREAM SCOOP
11/372,273	10-Mar-06			HOLDER FOR BAKED GOODS
29/255,567	10-Mar-06	D553,902 S	30-Oct-07	HOLDER FOR BAKED GOODS
29/243,691	30-Nov-05	D551,492 S	25-Sep-07	OBLONG BAKING PAN

29/243,690	30-Nov-05	D551,491 S	25-Sep-07	ROUND BAKING PAN
29/243,689	30-Nov-05	D538,583 S	20-Mar-07	PIZZA PAN
29/243,688	30-Nov-05	D539,075 S	27-Mar-07	COOKIE SHEET
29/274,213	05-Apr-07	D558,616 S	01-Jan-08	TIMER
12/073,683	07-Mar-08			BAKEWARE HAVING A FLEXIBLE MEMBER AND METHOD OF MANUFACTURING SAME
11/896,918	06-Sep-07			COLLAPSIBLE COOKWARE
29/287,491	15-Aug-07			CLEAR HANGING MEASURING CUP
12/110,887	28-Apr-08			CLEAR HANGING MEASURING CUP
07/592,666	04-Oct-90	5,018,409	28-May-91	TEAR TOP CAN OPENER
10/233,433	04-Sep-02	6,783,011	31-Aug-04	MERCHANDISE HANGER
11/313,954	22-Dec-05	7,387,507	17-Jun-08	SCOOP FOR ICE CREAM AND THE LIKE

SCHEDULE B
to
PATENT AND TRADEMARK SECURITY AGREEMENT

Trademarks / Service Marks

Trademark/
Service Mark

Registration/Serial No.

Registration
Date

SCHEDULE B
to
PATENT AND TRADEMARK SECURITY AGREEMENT

Trademarks / Service Marks

<u>Trademark/ Service Mark</u>	<u>Registration/Serial No.</u>	<u>Registration Date</u>
GOOD COOK (& DESIGN)	1,604,386	03-Jul-90
ULTRA SERIES (STYLIZED)	1,767,212	27-Apr-93
GOODCOOK (STYLIZED)	1,767,215	27-Apr-93
BRIGHT BUYS	1,983,228	02-Jul-96
OVEN FRESH PREMIUM GOOD COOK BAKEWARE (& Design)	2,094,958	09-Sep-97
AIR PERFECT (& DESIGN)	2,189,233	15-Sep-98
FAIRGROVE	0,920,633	21-Sep-71
FAIRGROVE	1,555,478	12-Sep-89
GOOD COOK THE ART OF GOOD ...	2,605,507	06-Aug-02
SMART SCOOP (STYLIZED)	2,534,158	29-Jan-02
E-Z VAC (STYLIZED)	2,581,780	18-Jun-02
BONNY (STYLIZED)	965,485	07-Aug-73
CHEF'S HAT DESIGN	1,952,999	30-Jan-96
BONNY	1,976,111	28-May-96
KITCHEN SUDS (STYLIZED)	2,999,039	20-Sep-05
COOK 'N POUR	2,979,483	26-Jul-05
KIMOCHI	3,012,124	01-Nov-05
FAIRGROVE (& DESIGN)	3,020,594	29-Nov-05
FLEXFORM	3,136,941	29-Aug-06
TWISTER ICE CREAM SCOOP (STYLIZED)	3,240,492	08-May-07
PRO FRESHIONALS	3,138,980	05-Sep-06
SAFECUT (STANDARD CHARACTER)	3,213,144	27-Feb-07

ORBI (STANDARD CHARACTER)	3,183,681	12-Dec-06
BAKE 'N TAKE	3,215,256	06-Mar-07
GOOD COOK REAL LIFE, REAL COOKING (STYLIZED)	3,382,441	12-Feb-08
PARTY POP-UPS	3,300,287	25-Sep-07
PARTY POP-UPS (STYLIZED)	3,300,286	25-Sep-07
SPYRO	3,432,236	20-May-08
QUATTRO	77/111,174	Published
HARMONY (STYLIZED)	77/188,309	Pending
OVEN FRESH GOOD COOK THE BEST OF GOOD COOKING (& DESIGN)	77/295,249	Pending
YUM! GADGETS	77/334,608	Published
AIR PERFECT	77/395,504	Published
BRADSHAW (& DESIGN)	77/397,190	Pending
PRECISION	77/433,338	Pending
LUNCH & MUNCH	77/512,506	Pending
GOOD COOK PRECISION	77/527,326	Pending

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Permitted Licenses

NONE