

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT																																													
NATURE OF CONVEYANCE:	Trademark Security Agreement																																													
CONVEYING PARTY DATA																																														
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 30%;">Name</th> <th style="width: 30%;">Formerly</th> <th style="width: 20%;">Execution Date</th> <th style="width: 20%;">Entity Type</th> </tr> <tr> <td>Collective Licensing International, LLC</td> <td></td> <td>12/20/2006</td> <td>LIMITED LIABILITY COMPANY: DELAWARE</td> </tr> </table>	Name	Formerly	Execution Date	Entity Type	Collective Licensing International, LLC		12/20/2006	LIMITED LIABILITY COMPANY: DELAWARE																																						
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Collective Licensing International, LLC		12/20/2006	LIMITED LIABILITY COMPANY: DELAWARE																																											
RECEIVING PARTY DATA																																														
Name:	Colorado Business Bank																																													
Street Address:	2409 West Main Street																																													
City:	Littleton																																													
State/Country:	COLORADO																																													
Postal Code:	80120																																													
Entity Type:	Banking Institution:																																													
PROPERTY NUMBERS Total: 29																																														
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 20%;">Property Type</th> <th style="width: 20%;">Number</th> <th style="width: 60%;">Word Mark</th> </tr> <tr><td>Registration Number:</td><td>2588714</td><td>A</td></tr> <tr><td>Registration Number:</td><td>2317667</td><td>A</td></tr> <tr><td>Registration Number:</td><td>2042013</td><td>A</td></tr> <tr><td>Registration Number:</td><td>2152877</td><td>A</td></tr> <tr><td>Registration Number:</td><td>2538220</td><td>A</td></tr> <tr><td>Registration Number:</td><td>2091338</td><td>A</td></tr> <tr><td>Registration Number:</td><td>2854830</td><td>A</td></tr> <tr><td>Registration Number:</td><td>2671618</td><td></td></tr> <tr><td>Registration Number:</td><td>2578679</td><td></td></tr> <tr><td>Registration Number:</td><td>2578677</td><td></td></tr> <tr><td>Registration Number:</td><td>1511840</td><td>AIRWALK</td></tr> <tr><td>Registration Number:</td><td>2314004</td><td>AIRWALK</td></tr> <tr><td>Registration Number:</td><td>2109810</td><td>AIRWALK</td></tr> <tr><td> </td><td> </td><td> </td></tr> </table>	Property Type	Number	Word Mark	Registration Number:	2588714	A	Registration Number:	2317667	A	Registration Number:	2042013	A	Registration Number:	2152877	A	Registration Number:	2538220	A	Registration Number:	2091338	A	Registration Number:	2854830	A	Registration Number:	2671618		Registration Number:	2578679		Registration Number:	2578677		Registration Number:	1511840	AIRWALK	Registration Number:	2314004	AIRWALK	Registration Number:	2109810	AIRWALK				
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Serial Number:	78169347	AIRWALK
Registration Number:	2763187	
Registration Number:	2619496	
Registration Number:	1450940	
Registration Number:	2166302	
Serial Number:	78559970	
Registration Number:	2743534	ETURA
Registration Number:	2600366	GENETIC
Registration Number:	2646735	GENETIC
Registration Number:	2286586	SERIES A-1
Registration Number:	2743325	TARE 7
Serial Number:	77028386	A AIRWALK UNSIGNED HERO
Registration Number:	2587005	ADVANTAGE
Registration Number:	2667463	EXTREME
Registration Number:	2543643	FREERIDE
Registration Number:	1508306	ITEMS INTERNATIONAL

CORRESPONDENCE DATA

Fax Number: (303)863-0223
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 303-863-2972
 Email: sstavish@sheridanross.com
 Correspondent Name: Sabrina C. Stavish
 Address Line 1: 1560 Broadway
 Address Line 2: Suite 1200
 Address Line 4: DENVER, COLORADO 80202

ATTORNEY DOCKET NUMBER:	3747CBB-2
NAME OF SUBMITTER:	Sabrina Stavish
Signature:	/Sabrina Stavish/
Date:	12/27/2006

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement is entered into as of December 15, 2006 by COLLECTIVE LICENSING INTERNATIONAL, LLC ("Grantor") in favor of COLORADO BUSINESS BANK ("Bank") having an address at 2409 West Main Street, Littleton, Colorado 80120.

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan Agreement by and between Bank and Grantor dated as of December 15, 2006 (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein but not defined herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor grants to Bank a security interest in Grantor's Trademarks (as defined herein) to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Commercial Security Agreement referred to in the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral as defined in said Commercial Security Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement, Grantor grants to Bank a security interest in all of Grantor's right, title and interest in, to and under the intellectual property owned by Grantor which is described as follows:

- (a) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including, without limitation, those set forth on Exhibit A attached hereto (collectively, the "Trademarks");
- (b) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;
- (c) All licenses or other rights to use any of the Trademarks and all license fees and royalties arising from such use to the extent permitted by such license or rights;
- (d) All amendments, extensions, renewals and extensions of any of the Trademarks; and
- (e) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

This security interest is granted in conjunction with the security interest granted to Bank under the Commercial Security Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement, the Commercial Security Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement, the Commercial Security Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or

remedies provided for in this Trademark Security Agreement, the Loan Agreement, the Commercial Security Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

IN WITNESS WHEREOF, Grantor has cause this Trademark Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

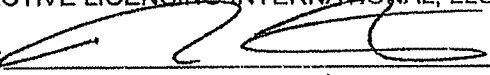
GRANTOR:

Address of Grantor:

800 Englewood Parkway, Unit C200
Englewood, CO 800110







Attn: _____




COLLECTIVE LICENSING INTERNATIONAL, LLC.





By: 



Title: PRESIDENT & CEO

EXHIBIT A

MARK	FILED	APPL#	REG DATE	REG#	STATUS	CLASS(ES)
A & DESIGN (OVAL A) 	11/12/1997	75/388,389	7/2/2002	2,588,714	REGISTERED	18,25,28
A & DESIGN (OVAL A) 	11/12/1997	75/389,100	2/15/2000	2,317,667	REGISTERED §§8 & 15 Accepted	25
A & DESIGN (PEAK A) 	4/23/1996	75/093,074	3/4/1997	2,042,013	REGISTERED §§8 & 15 Accepted	25
A & DESIGN (PEAK A) 	2/29/1996	75/065,717	4/21/1998	2,152,877	REGISTERED §§8 & 15 Accepted	25,28
A & DESIGN (PEAK A) 	6/19/2001	76/273,565	2/12/2002	2,538,220	REGISTERED	18
A & DESIGN (SCRIPT A, REVERSE) 	10/1/1996	75/175,068	8/26/1997	2,091,338	REGISTERED §§8 & 15 Accepted	25

MARK	FILED	APPL#	REG DATE	REG#	STATUS	CLASS(ES)
A & DESIGN (SLANT A) (CHILD OF 76/408448)	5/15/2002	76/975,828	6/15/2004	2,854,830	REGISTERED	25
 A & DESIGN (TENT A)	10/12/2001	76/324,412	1/7/2003	2,671,618	REGISTERED	18
 A & DESIGN (TENT A)	10/12/2001	76/324,411	6/11/2002	2,578,679	REGISTERED	28
 A & DESIGN (TENT A)	10/12/2001	76/324,320	6/11/2002	2,578,677	REGISTERED	25
"AIRWALK"	12/3/1986	73/633,370	11/8/1988	1,511,840	REGISTERED §§8 & 15 Accepted	25
"AIRWALK"	11/25/1998	75/595,260	2/1/2000	2,314,004	REGISTERED §§8 & 15 Accepted	25

MARK	FILED	APPL#	REG DATE	REG#	STATUS	CLASS(ES)
"AIRWALK"	2/28/1996	75/070,923	10/28/1997	2,109,810	REGISTERED §§8 & 15 Accepted	25, 28
AIRWALK	9/30/2002	78/169,347			ALLOWED Request for 5 th extension for filing of SOU granted	16
DESIGN (DOT A) (Child of 75/979,697)	9/21/2000	76/132,791	9/16/2003	2,763,187	REGISTERED	18
						
DESIGN (DOT A) (Parent of 76/132,791)	9/21/2000	75/979,697	9/17/2002	2,619,496	REGISTERED	25
						
DESIGN (RUNNING MAN)	12/3/1986	73/633,369	8/4/1987	1,450,940	REGISTERED §§8 & 15 Accepted	25
						
DESIGN (RUNNING MAN)	4/24/1996	75/093,475	6/16/1998	2,166,302	REGISTERED Partial §§8 & 15 Accepted	18,25,28
						

MARK	FILED	APPL#	REG DATE	REG#	STATUS	CLASS(ES)
DESIGN (RUNNING MAN) 	2/3/2005	78/559,970			PENDING NOA Issued 5/16/06	18
"ETURA"	4/25/2001	76/246,039	7/29/2003	2,743,534	REGISTERED	25
"GENETIC"	9/21/2000	76/132,785	7/30/2002	2,600,366	REGISTERED	25
"GENETIC"	9/21/2000	76/132,787	11/5/2002	2,646,735	REGISTERED	18
"SERIES A-1"	2/12/1998	75/433,192	10/12/1999	2,286,586	REGISTRATION CANCELED UNDER §8	28
"TARÉ 7"	2/6/2001	76/205,456	7/29/2003	2,743,325	REGISTERED	35
"A AIRWALK UNSIGNED HERO" and Design 	10/24/2006	77/028,386			PENDING	41
"ADVANTAGE"	5/30/1995	74/680,841	7/2/2002	2,587,005	REGISTERED	25
"EXTREME"	5/26/1995	74/680,549	12/31/2002	2,667,463	REGISTERED	25
"FREERIDE"	5/26/1995	74/680,384	3/5/2002	2,543,643	REGISTERED	25
"ITEMS INTERNATIONAL" & Design 	2/3/1988	73/709,463	10/11/1988	1,508,306	REGISTERED §§8 & 15 Accepted	25

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