

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
360, Inc.		08/29/2007	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	LaSalle Bank National Association		
Street Address:	1000 S. York Road		
City:	Elmhurst		
State/Country:	ILLINOIS		
Postal Code:	60126		
Entity Type:	National Banking Association:		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	1572142	WAVE REBEL	
Registration Number:	3082522	SURFACE	
Registration Number:	3082521	SURFACE	
Registration Number:	3183325	WR	
Serial Number:	78755548	ION	
Serial Number:	78755453	ION	
CORRESPONDENCE DATA			
Fax Number:	(312)264-2494		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Email:	docket@schwartzcooper.com		
Correspondent Name:	Roger H. Stein		
Address Line 1:	180 N. LaSalle Street, Suite 2700		
Address Line 4:	Chicago, ILLINOIS 60601		
ATTORNEY DOCKET NUMBER:	40934-40344		

CH \$165.00 1572142

NAME OF SUBMITTER:	Roger H. Stein
Signature:	/Roger H. Stein/
Date:	10/15/2007
Total Attachments: 8 source=360IncTMAgrmt#page1.tif source=360IncTMAgrmt#page2.tif source=360IncTMAgrmt#page3.tif source=360IncTMAgrmt#page4.tif source=360IncTMAgrmt#page5.tif source=360IncTMAgrmt#page6.tif source=360IncTMAgrmt#page7.tif source=360IncTMAgrmt#page8.tif	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Security Agreement") made as of this 29th day of August, 2007, by 360 INC., a California corporation ("360") in favor of **LaSalle Bank National Association**, with an office at 1000 S. York Road, Elmhurst, Illinois 60126 ("**Bank**"):

W I T N E S S E T H

WHEREAS, ROLLER DERBY SKATE CORP., an Illinois corporation, having its principal place of business at 311 West Edwards Street, Litchfield, Illinois 62056 ("Roller Derby"), 360 INC., a California corporation, having its principal place of business at 14380 Industry Circle, La Mirada, California 90638 ("360"), CALIFORNIA ADVANCED SPORTS, INC., a California corporation, having its principal place of business at 14380 Industry Circle, La Mirada, California 90638 ("Advanced"), and NORTH AMERICAN INVESTMENT, INC., an Illinois corporation, having its principal place of business at 311 East Edwards Street, Litchfield, Illinois 62056 ("Investment") (Roller Derby, 360, Advanced and Investment are collectively referred to as "**Borrowers**") and Bank are parties to a certain Loan and Security Agreement of even date herewith (as the same may be amended or otherwise modified from time to time, the "**Loan Agreement**") and other related loan documents of even date herewith (collectively, with the Loan Agreement, and as each may be amended or otherwise modified from time to time, the "**Financing Agreements**"), which Financing Agreements provide (i) for Bank to, from time to time, extend credit to or for the account of Borrowers and (ii) for the grant to Bank by each Borrower of a security interest in certain of each Borrower's respective assets, including, without limitation, its trademarks and trademark applications;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Borrower agrees as follows:

1. Incorporation of Financing Agreements. The Financing Agreements and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Loan Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the complete and timely payment and satisfaction of the Liabilities, 360 hereby grants to Bank, and hereby reaffirms its prior grant pursuant to the Financing Agreements of, a continuing security interest in 360's entire right, title and interest in and to all of its now owned or existing and hereafter acquired or arising trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other business identifiers, prints and labels on which any of the foregoing have appeared or appear, all registrations and recordings thereof, and all applications (other than United States "intent to use" applications until a verified statement of use or amendment to

allege use is filed in the United States Patent and Trademark Office with respect to such applications) in connection therewith, including, without limitation, the trademarks, trademark registrations and applications listed on Schedule A attached hereto and made a part hereof and the trademarks, and renewals thereof, and all income, royalties, damages and payments now or hereafter due and/or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the "Trademarks"); all rights corresponding to any of the foregoing throughout the world and the goodwill of the 360's business connected with the use of and symbolized by the Trademarks.

3. Warranties and Representations. 360 warrants and represents to Bank that:

(i) no Trademark has been adjudged invalid or unenforceable by a court of competent jurisdiction nor has any such Trademark been cancelled, in whole or in part and each such Trademark is presently subsisting;

(ii) 360 is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each Trademark, free and clear of any liens, charges and encumbrances;

(iii) 360 has no notice of any suits or actions commenced or threatened with reference to any Trademark; and

(iv) 360 has the unqualified right to execute and deliver this Security Agreement and perform its terms.

4. Restrictions on Future Agreements. 360 agrees that until 360's Liabilities shall have been satisfied in full and the Financing Agreements shall have been terminated, 360 shall not, without the prior written consent of Bank, sell or assign its interest in any Trademark or enter into any other agreement with respect to any Trademark which would affect the validity or enforcement of the rights transferred to Bank under this Security Agreement.

5. New Trademarks. 360 represents and warrants that, based on a diligent investigation by 360, the Trademarks listed on Schedule A constitute all of the federally registered Trademarks, and federal applications for registration of Trademarks in the United States and Canada (other than United States "intent to use" applications until a verified statement of use or amendment to allege use is filed with the United States Patent and Trademark Office with respect to such applications) now owned by 360. If, before 360's Liabilities shall have been satisfied in full or before the Financing Agreements have been terminated, 360 shall (i) become aware of any existing Trademarks of which 360 has not previously informed Bank, or (ii) become entitled to the benefit of any Trademarks, which benefit is not in existence on the date hereof, the provisions of this Security Agreement above shall automatically apply thereto and 360 shall give to Bank prompt written notice thereof. 360

hereby authorizes Bank to modify this Security Agreement by amending Schedule A to include any such Trademarks.

6. Term. The term of the Security Agreements granted herein shall extend until the payment in full of 360's Liabilities and the termination of the Financing Agreements. 360 agrees that upon the occurrence of an Event of Default, the use by Bank of all Trademarks shall be without any liability for royalties or other related charges from Bank to 360.

7. Product Quality. 360 agrees to maintain the quality of any and all products in connection with which the Trademarks are used, consistent with commercially reasonable business practices. Upon the occurrence of an Event of Default, 360 agrees that Bank, or a conservator appointed by Bank, shall have the right to establish such additional product quality controls as Bank, or said conservator, in its reasonable judgment, may deem necessary to assure maintenance of the quality of products sold by 360 under the Trademarks.

8. Release of Security Agreement. This Security Agreement is made for collateral purposes only. Upon payment in full of 360's Liabilities and termination of the Financing Agreements, Bank shall take such actions as may be necessary or proper to terminate the security interests created hereby and pursuant to the Financing Agreements

9. Expenses. All expenses incurred in connection with the performance of any of the agreements set forth herein shall be borne by 360. All fees, costs and expenses, of whatever kind or nature, including reasonable attorneys' fees and legal expenses, incurred by Bank in connection with the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, reasonable counsel fees, maintenance fees, encumbrances or otherwise in protecting, maintaining or preserving the Trademarks or in defending or prosecuting any actions or proceedings arising out of or related to the Trademarks shall be borne by and paid by 360 and until paid shall constitute Liabilities.

10. Duties of 360. 360 shall have the duty (i) to file and prosecute diligently any trademark applications pending as of the date hereof or hereafter until 360's Liabilities shall have been paid in full and the Financing Agreements have been terminated, (ii) to preserve and maintain all rights in the Trademarks, as commercially reasonable and (iii) to ensure that the Trademarks are and remain enforceable, as commercially reasonable. Any expenses incurred in connection with 360's Liabilities under this Section 10 shall be borne by 360.

11. Bank's Right to Sue. After an Event of Default, Bank shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Trademarks and, if Bank shall commence any such suit, 360 shall, at the request of Bank, do any and all lawful acts and execute any and all proper documents required by Bank in aid of such enforcement and 360 shall promptly, upon demand, reimburse and indemnify Bank for all costs and expenses incurred by Bank in the exercise of its rights under this Section 11.

12. Waivers. No course of dealing between 360 and Bank, nor any failure to exercise, nor any delay in exercising, on the part of Bank, any right, power or privilege hereunder or under the Financing Agreements shall operate as a waiver thereof; nor shall any

single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

13. Severability. The provisions of this Security Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Security Agreement in any jurisdiction.

14. Modification. This Security Agreement cannot be altered, amended or modified in any way, except as specifically provided in Section 5 hereof or by a writing signed by the parties hereto.

15. Cumulative Remedies; Power of Attorney; Effect on Financing Agreements. All of Bank's rights and remedies with respect to the Trademarks, whether established hereby or by the Financing Agreements, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. 360 hereby authorizes Bank upon the occurrence of an Event of Default, to make, constitute and appoint any officer or agent of Bank as Bank may select, in its sole discretion, as 360's true and lawful attorney-in-fact, with power to (i) endorse 360's name on all applications, documents, papers and instruments necessary or desirable for Bank in the use of the Trademarks or (ii) take any other actions with respect to the Trademarks as Bank deems to be in the best interest of Bank, or (iii) grant or issue any exclusive or non-exclusive license under the Trademarks to anyone, or (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone. 360 hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until 360's Liabilities shall have been paid in full and the Financing Agreements have been terminated. 360 acknowledges and agrees that this Security Agreement is not intended to limit or restrict in any way the rights and remedies of Bank under the Financing Agreements but rather is intended to facilitate the exercise of such rights and remedies. Bank shall have, in addition to all other rights and remedies given it by the terms of this Security Agreement and the Financing Agreements, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in Illinois.

16. Binding Effect; Benefits. This Security Agreement shall be binding upon 360 and its respective successors and assigns, and shall inure to the benefit of Bank, its successors, nominees and assigns.

17. Governing Law. This Security Agreement shall be governed by and construed in accordance with the laws of the State of Illinois and applicable federal law.

18. Headings. Paragraph headings used herein are for convenience only and shall not modify the provisions which they precede.

19. Further Assurances. 360 agrees to execute and deliver such further agreements, instruments and documents, and to perform such further acts, as Bank shall

reasonably request from time to time in order to carry out the purpose of this Security Agreement and agreements set forth herein.

20. Survival of Representations. All representations and warranties of 360 contained in this Security Agreement shall survive the execution and delivery of this Security Agreement and shall be remade on the date of each borrowing under the Financing Agreements.

IN WITNESS WHEREOF, 360 has duly executed this Security Agreement as of the date first written above.

360 INC.

By David P. Kennedy
Its Vice President - CEO

Agreed and Accepted
As of the Date First Written Above

By **LASALLE BANK NATIONAL
ASSOCIATION**

Its _____

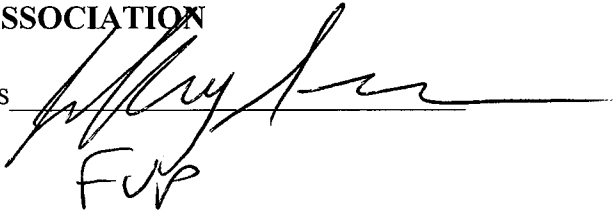
360 INC.

By _____
Its _____

Agreed and Accepted
As of the Date First Written Above

By **LASALLE BANK NATIONAL
ASSOCIATION**

Its _____



FVP

SCHEDULE A

TRADEMARK REGISTRATIONS

<u>Trademark</u>	<u>Registration No.</u>	<u>Date Registered</u>
WAVE REBEL	1,572,142	December 19, 1989
SURFACE	3,082,522	April 18, 2006
SURFACE and Design	3,082,521	April 18, 2006
WR	3,183,325	December 12, 2006

TRADEMARK APPLICATIONS

<u>Trademark</u>	<u>Application No.</u>
ION (word mark)	78/755,453
ION and design mark	78/755,548

\mam M:\ABL\ABLFORMS\LaSalle Bank National Association-Standard\STANDARD\STD-1\87.doc
revised 1/7/2002
096-20532D