

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
Fight Industries, LLC		03/11/2008	LIMITED LIABILITY COMPANY: CALIFORNIA
RECEIVING PARTY DATA			
Name:	GVECR III 2007 A-4 Trust		
Street Address:	One Park Plaza, Suite 550		
Internal Address:	c/o Private Equity Management Group, Inc.		
City:	Irvine		
State/Country:	CALIFORNIA		
Postal Code:	92614		
Entity Type:	TRUST: BRITISH VIRGIN ISLANDS		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	77273667	HITMAN FIGHT GEAR	
Serial Number:	77273671	HITMAN FIGHT GEAR	
Serial Number:	77273666	HITMAN FIGHT GEAR	
CORRESPONDENCE DATA			
Fax Number:	(310)203-0567		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	310-203-8080		
Email:	trademarkdocket@jmbm.com		
Correspondent Name:	Bernard R. Gans		
Address Line 1:	Jeffer Mangels Butler & Marmaro LLP		
Address Line 2:	1900 Avenue of the Stars, 7th Floor		
Address Line 4:	Los Angeles, CALIFORNIA 90067		
ATTORNEY DOCKET NUMBER:	68148-0003		

CH \$90.00 77273667

NAME OF SUBMITTER:	Bernard R. Gans
Signature:	/bernard r. gans/
Date:	06/20/2008
Total Attachments: 6 source=GVECR III 2007 A-4 Trust & Fight Industries Security Agreement (68148-0003)#page1.tif source=GVECR III 2007 A-4 Trust & Fight Industries Security Agreement (68148-0003)#page2.tif source=GVECR III 2007 A-4 Trust & Fight Industries Security Agreement (68148-0003)#page3.tif source=GVECR III 2007 A-4 Trust & Fight Industries Security Agreement (68148-0003)#page4.tif source=GVECR III 2007 A-4 Trust & Fight Industries Security Agreement (68148-0003)#page5.tif source=GVECR III 2007 A-4 Trust & Fight Industries Security Agreement (68148-0003)#page6.tif	

TRADEMARK SECURITY AGREEMENT

Fight Industries, LLC, a California limited liability company ("Grantor") for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, grants to GVECR III 2007 A-4 Trust ("Secured Party") pursuant to that certain Security Agreement, entered into by and between Grantor and Lender, dated as of March 11, 2008 (the "Security Agreement"), and that certain Intellectual Property Security Agreement, entered into by and between Grantor and Lender, dated as of March 11, 2008 (the "IP Security Agreement"), a continuing security interest in the following property:

- (i) Each trademark, trademark registration and trademark application listed on **Schedule A** hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration and trademark application; and
- (ii) All proceeds of the foregoing, including without limitation any claim by Grantor against third parties for damages by reason of past, present or future infringement of any trademark or trademark registration listed in **Schedule A** hereto or by reason of injury to the goodwill associated with any such trademark or trademark registration or trademark license, in each case together with the right to sue for and collect said damages;

to secure performance of all obligations of Grantor under that certain Continuing Guaranty, dated as of March 11, 2008, in favor of Lender.

Grantor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the works of authorship, trademarks, trademark registrations and recordings, and trademark applications made and granted hereby are more fully set forth in the Security Agreement and the IP Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

All terms defined in the Security Agreement and the IP Security Agreement, whether by reference or otherwise, when used herein, shall have their respective meanings set forth therein, unless the context requires otherwise.

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed as of March 11, 2008.

FIGHT INDUSTRIES, LLC, a California limited liability company

By: M. Anderson
Name: Marc Anderson
Title: President

ACCEPTED BY SECURED PARTY:

GVECR III 2007 A-4 TRUST

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed as of March 11, 2008.

FIGHT INDUSTRIES, LLC, a California limited liability company

By: _____
Name: _____
Title: _____

ACCEPTED BY SECURED PARTY:

GVER III 2007 A-4 TRUST

By: _____
Name: James D. Daily
Title: Trustee

Daily & Knudson Law Group
3 Park Plaza, Suite 120
Irvine, CA 92614

Schedule A to
TRADEMARK SECURITY AGREEMENT

Trademarks

See attached.

5295512v1

**Schedule A
Trademarks**

Mark	Jurisdiction	Owner	Goods/Class	Application No./ Application Date	Status
HITMAN FIGHT GEAR	United States	Hitman Fight Gear, LLC	Clothing, headwear and footwear in Class 25	77/273,667 9/6/07	Pending
HITMAN FIGHT GEAR	United States	Hitman Fight Gear, LLC	Attaché cases, garment bags for travel, beach bags, messenger bags, briefcases, canes, all-purpose sports bags, duffel bags, backpacks, handbags, key cases, wallets, purses, tote bags, athletic bags, book bags, gym bags, overnight bags, fanny packs, rucksacks, cosmetic bags sold empty, toiletry cases sold empty, credit card cases, calling card cases, suitcases, traveling bags, trunks for traveling, umbrellas, valises, and textile, leather and mesh shopping bags in Class 18	77/273,671 9/6/07	Pending
HITMAN FIGHT GEAR	United States	Hitman Fight Gear, LLC	Magnets; sunglasses, sunglass cases, eyeglass cases, eyeglasses, eyeglass chains, eyeglass cords, eyeglass frames, and eyewear in Class 9	77/273,666 9/6/07	Pending

Schedule A
Trademarks

Domain Name	Owner	Registered/Renewal Due
HITMANFIGHTGEAR.COM	Aggressive Athletic Apparel, Marc Moldenhauer	August 14, 2001/Aug 14, 2015