

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
Dragon Alliance LLC		07/03/2008	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Comerica Bank
Street Address:	75 E. Trimble Road, m/c 4770
City:	San Jose
State/Country:	CALIFORNIA
Postal Code:	95131
Entity Type:	Banking Association: TEXAS

PROPERTY NUMBERS Total: 56

Property Type	Number	Word Mark
Serial Number:	77469650	MACE
Serial Number:	77462491	
Serial Number:	77440276	PHASE
Serial Number:	77373531	
Serial Number:	77241209	CALAVERA
Serial Number:	77241226	ROGUE
Serial Number:	77229056	MURDOCK
Serial Number:	77205092	REPO
Serial Number:	77204525	VENDETTA
Serial Number:	78916031	DRACONIS OBSCURO
Registration Number:	3446942	DRACONIS OBSCURO
Registration Number:	3225180	
Registration Number:	3225103	DRAGON ALLIANCE
Registration Number:	3314477	WORMSER

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Registration Number:	3314448	PROG
Registration Number:	3308912	DECADE
Registration Number:	3259448	RIFF
Serial Number:	78702749	DRAGON FLY
Registration Number:	3419997	FACTION
Serial Number:	78653089	KINGPIN
Registration Number:	3076631	
Registration Number:	3028763	GALORE
Registration Number:	3045826	RADIAL
Registration Number:	3252295	CHROME DRAGON
Registration Number:	3051765	STOCKER
Registration Number:	3042821	FASTBACK
Serial Number:	78360995	DRAGON
Registration Number:	2916399	TRAP
Registration Number:	3042509	
Registration Number:	2931925	GRIFTER
Registration Number:	2789866	DXS
Registration Number:	2820471	DX
Registration Number:	2902248	X-RAIL
Registration Number:	2824107	GHOST
Registration Number:	2809444	CAGE
Registration Number:	2774795	
Registration Number:	2779131	
Registration Number:	2680818	DRAGONOPTICAL.COM
Registration Number:	2683354	DRAGONOPTICAL.COM
Registration Number:	2683353	DRAGONOPTICAL.COM
Registration Number:	3009073	DRAGON ALLIANCE
Registration Number:	3007594	DRAGON ALLIANCE
Registration Number:	2948553	DRAGON ALLIANCE
Registration Number:	2995483	DRAGON ALLIANCE
Registration Number:	2948552	DRAGON ALLIANCE
Registration Number:	2948551	DRAGON ALLIANCE
Registration Number:	2479887	
Registration Number:	2872024	DRAGON O P T I C A L
Registration Number:	2282624	BOX

Registration Number:	2300379	FOIL
Registration Number:	2087568	
Registration Number:	2138339	
Registration Number:	2217561	MACE
Registration Number:	1917738	DRAGON OPTICAL
Registration Number:	2027486	DRAGON OPTICAL
Registration Number:	1909182	DRAGON

CORRESPONDENCE DATA

Fax Number: (734)930-2494
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 734-761-3780
Email: asujek@bodmanllp.com
Correspondent Name: Angela Alvarez Sujek - Bodman LLP
Address Line 1: 201 S. Division Street, Suite 400
Address Line 4: Ann Arbor, MICHIGAN 48104

ATTORNEY DOCKET NUMBER:	1495-1 DRAGON ALLIANCE
NAME OF SUBMITTER:	Angela Alvarez Sujek
Signature:	/angela alvarez sujek/
Date:	01/09/2009

Total Attachments: 7
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**INTELLECTUAL PROPERTY SECURITY AGREEMENT
(Dragon Alliance LLC)**

This Intellectual Property Security Agreement is entered into as of July 3, 2008 by and between COMERICA BANK ("Bank") and DRAGON ALLIANCE LLC, a Delaware limited liability company ("Grantor").

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 and Security Agreement by and between Bank and Grantor dated of even date herewith (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"). Capitalized terms used herein are used as defined in the Loan Agreement.

B. Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

C. Pursuant to the terms of 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.

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 and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Bank and Grantor, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan 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 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 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 Intellectual Property Security Agreement, the Loan 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.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

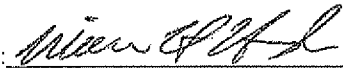
IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

DRAGON ALLIANCE LLC

5803 Newton Drive, Suite C
Carlsbad, CA 92008

By: 

Attn: Ryan Vance

Title: CEO

Address of Bank:

BANK:

Comerica Bank
m/c 4770
75 E. Trimble Road
San Jose, CA 95131
Attn: Manager
Fax: (408) 556-5091


COMERICA BANK
By: 
Title: SVP

EXHIBIT A

List of U.S. Copyrights

Title	Reg. No.	Reg. Date
Dragon crest	VA645680	6/21/94

EXHIBIT B

Patents

List of U.S. Patents

Title	App. No.	Filing Date	Reg. No.	Date Granted
Goggles	29/165061	8/2/02	D478926	8/26/03
Goggles	29/164925	8/1/02	D478610	8/19/03
Eyeglasses	29/137861	2/28/01	D472915	4/8/03
Eyeglasses	29/060019	9/19/96	D393653	4/21/98

EXHIBIT C

List of U.S. Trademarks

Mark	App. No.	Filing Date	Reg. No.	Reg. Date
MACE	77/469650	5/8/08	n/a	n/a
(Design Only)	77/462491	4/30/08	n/a	n/a
PHASE (Stylized Letters)	77/440276	4/4/08	n/a	n/a
(Design Only)	77/373531	1/16/08	n/a	n/a
CALAVERA	77/241209	7/27/07	n/a	n/a
ROUGE	77/241226	7/27/07	n/a	n/a
MURDOCK	77/229056	7/13/07	n/a	n/a
REPO	77/205092	6/13/07	n/a	n/a
VENDETTA	77/204525	6/12/07	n/a	n/a
DRACONIS OBSCURO	78/916031	6/23/06	n/a	n/a
DRACONIS OBSCURO	78/916023	6/23/06	3,446,942	6/10/08
(Design Only)	78/912396	6/20/06	3,225,180	4/3/07
DRAGON ALLIANCE	78/903842	6/8/06	3,225,103	4/3/07
WORMSER	78/843372	3/22/06	3,314,477	10/16/07
PROG	78/833333	3/9/06	3,314,448	10/16/07
DECADE	78/721839	9/27/05	3,308,912	10/9/07
RIFF	78/721835	9/27/05	3,259,448	7/3/07
DRAGON FLY	78/702749	8/29/05	n/a	n/a
FACTION	78/653068	6/17/05	3,419,997	4/29/08
KINGPIN	78/653089	6/17/05	n/a	n/a
(Design Only)	78/607387	4/12/05	3,076,631	4/4/06
GALORE	78/522963	11/24/04	3,028,763	12/13/05
RADIAL	78/522962	11/24/04	3,045,826	1/17/06

Mark	App. No.	Filing Date	Reg. No.	Reg. Date
CHROME DRAGON	78/507522	10/28/04	3,252,295	6/12/07
STOCKER	78/450180	7/13/04	3,051,765	1/24/06
FASTBACK	78/443373	6/29/04	3,042,821	1/10/06
DRAGON (and Design)	78/360995	2/2/04	n/a	n/a
TRAP (Block Letters)	78/338885	12/10/03	2,916,399	1/4/05
(Design Only)	78/292512	8/26/03	3,042,509	1/10/06
GRIFTER	78/288074	8/15/03	2,931,925	3/8/05
DXS	78/157247	8/23/02	2,789,866	12/2/03
DX	78/157060	8/22/02	2,820,471	3/2/04
X-RAIL	78/156586	8/21/02	2,902,248	11/9/04
GHOST	78/152978	8/9/02	2,824,107	3/16/04
CAGE	78/151070	8/5/02	2,809,444	1/27/04
(Design Only)	76/410472	5/21/02	2,774,795	10/21/03
(Design Only)	76/409206	5/16/02	2,779,131	11/4/03
DRAGONOPTICAL.COM	76/398120	4/19/02	2,680,818	1/28/03
DRAGONOPTICAL.COM	76/396075	4/16/02	2,683,354	2/4/03
DRAGONOPTICAL.COM	76/396068	4/16/02	2,683,353	2/4/03
DRAGON ALLIANCE	76/326342	10/16/01	3,009,073	10/25/05
DRAGON ALLIANCE	76/265567	5/30/01	3,007,594	10/18/05
DRAGON ALLIANCE (Stylized Letters)	76/265568	5/30/01	2,948,553	5/10/05
DRAGON ALLIANCE	76/265562	5/30/01	2,995,483	9/13/05
DRAGON ALLIANCE	76/265565	5/30/01	2,948,552	5/10/05
DRAGON ALLIANCE	76/265563	5/30/01	2,948,551	5/10/05
(Design Only)	76/104435	8/7/00	2,479,887	8/21/01
DRAGON OPTICAL (and Design)	76/104436	8/7/00	2,872,024	8/10/04

Mark	App. No.	Filing Date	Reg. No.	Reg. Date
BOX	75/390714	11/17/97	2,282,624	10/5/99
FOIL	75/289031	5/9/97	2,300,379	12/14/99
(Design Only)	75/148166	8/12/96	2,087,568	8/12/97
(Design Only)	75/148802	8/12/96	2,138,339	2/24/98
MACE	75/067034	3/4/96	2,217,561	1/12/99
DRAGON OPTICAL (and Design)	74/547078	7/8/94	1,917,738	9/12/95
DRAGON OPTICAL	74/546835	7/7/94	2,027,486	12/31/96
DRAGON	74/384500	4/26/93	1,909,182	8/1/95