

12-01-2009

DEPARTMENT OF COMMERCE
Patent and Trademark Office

RECORD
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MARK



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To the Director of the U. S. Patent and Trademark Office

Additional documents or the new address(es) below.

1. Name of conveying party(ies):

APACHE GOLF, INC.

- Individual(s)
- General Partnership
- Corporation- State: CA
- Other
- Association
- Limited Partnership

Citizenship (see guidelines)

Additional names of conveying parties attached? Yes No

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) OCTOBER 2, 2009

- Assignment
- Security Agreement
- Other TRADEMARK COLLATERAL ASSINMENT
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: NARA BANK

Internal Address:

Street Address: 3731 WILSHIRE BLVD., #420

City: LOS ANGELES

State: CA

Country: USA Zip: 90010

- Association Citizenship
- General Partnership Citizenship
- Limited Partnership Citizenship
- Corporation Citizenship CA
- Other Citizenship

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No (Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

SERIAL NO. 77977631

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: NARA BANK (ATTN: NOTE DEPT.)

Internal Address:

Street Address: 3731 WILSHIRE BLVD., #420

City: LOS ANGELES

State: CA Zip: 90010

Phone Number: (213) 235-3211

Fax Number: (213) 639-1740

Email Address: dpark@narabank.com

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number

Authorized User Name

9. Signature:

Signature

11/23/09

Date

Cindy An, FVP & Note Manager

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

7

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

11-25-09

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10-15-2009

Form PTO-1594 (Rev. 01-09)
OMB Collection 0651-0027 (exp. 02/28/2009)



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MRTJ
10-9-09

RECORDATION FORM COVER SHEET TRADEMARKS ON

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

APACHE GOLF, INC.

Individual(s) Association
 General Partnership Limited Partnership
 Corporation- State: CA
 Other _____

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: NARA BANK
 Internal Address: _____
 Street Address: 3731 WILSHIRE BLVD., #420
 City: LOS ANGELES
 State: CA
 Country: USA Zip: 90010

Association Citizenship _____
 ip Citizenship _____
 p Citizenship _____
 enship _____
 _____ Citizenship _____
 filed in the United States, a domestic
 on is attached: Yes No
 a separate document from assignment)

3. Nature of conveyance)/Execution Date(

Execution Date(s) OCTOBER 2, 2009

Assignment Merger
 Security Agreement Change of Control
 Other _____

*This is for
Your reference.*

Thanks

4. Application number(s) or registration number(s)

A. Trademark Application No.(s) _____

B. Trademark Registration No.(s)
SERIAL NO. 77977631

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: NARA BANK
 Internal Address: _____
 Street Address: 3731 WILSHIRE BLVD., #420
 City: LOS ANGELES
 State: CA Zip: 90010
 Phone Number: (213) 235-3211 *Diane Park*
 Fax Number: (213) 639-1740
 Email Address: dpark@narabank.com

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 40.00

Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

Deposit Account No. 080142009 NARA1 00000016 77977631
 Authorized Signature _____ 48.00

9. Signature: *Cindy An* _____

 Signature Date

Cindy An, FWP & Note Manager
 Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 7

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

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TRADEMARK COLLATERAL ASSIGNMENT

TRADEMARK COLLATERAL ASSIGNMENT (this "Agreement"), dated as of October 02, 2009, is made and executed by **Apache Golf, Inc.** (the "Company" or alternatively, "Borrower"); and in favor of **NARA BANK** ("Nara or Lender").

WITNESSETH:

RECITALS.

A. WHEREAS, the Borrower owns and uses certain Trademarks (as hereinafter defined) which are registered in the United States Patent and Trademark Office, all as more fully described on Schedule "A" attached hereto and by reference made part hereof; and

B. WHEREAS, the Lender proposes to make certain loans to the Company pursuant to Note of even date herewith (the "Note"); and

C. WHEREAS, pursuant to the Commercial Security Agreement, the Borrower has conveyed, pledged, hypothecated and transferred to the Lender, all of its right, title and interest in and to, and granted to the Lender, a security interest in, the property described therein, including, without limitation, all of the Trademarks, presently held by Borrower, and all products and proceeds any of the foregoing, as security for all of the obligations contained in the Note and other documents executed in connection thereunder (collectively the "Obligations"); and

D. WHEREAS, as a condition precedent to the extension of such financial accommodations pursuant to the Note and in furtherance of the Commercial Security Agreement, including, without limitation, for purposes of perfecting the security interests granted therein, the Lender has required that the Borrower grant to the Lender, a security interest in and a collateral assignment of the Trademarks (as hereinafter defined);

NOW, THEREFORE, in consideration of the premises and of the mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. For purposes of this Agreement and in addition to terms defined elsewhere in this Agreement, the following terms shall have the meanings herein specified (such meaning to be equally applicable to both the singular and plural forms of the terms defined):

"Trademarks" shall mean all of the Borrower's right, title and interest in the following: (i) the United States Letters Trademark and, including but not limited to those set forth on Schedule "A" annexed hereto; (ii) the right to use the Trademark in any country, other than the United States, (iii) any reissue, extensions, division or continuation of the Trademarks or Applications; (iv) all

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future royalties or other fees paid or payment or payments made or to be made to Borrower in respect to the Trademarks; and (v) proceeds of any and all of the above and any rights, interests, claims and demands that Borrower may have in existing and future profits and damages for past and future infringements of the Trademarks. (collectively, the "Trademark Rights")

2. As security for the payment and performance of all of the Obligations, the Borrower hereby grants and conveys a security interest to the Lender, in, and collaterally assigns to the Lender, all of the Borrower's right, title and interest in, to and under the Trademark Rights.

Notwithstanding the foregoing or anything else in this Agreement to the contrary, unless and until the Lender exercises the rights and remedies accorded to it under the Note and the Commercial Security Agreements, respectively, and by law with respect to the realization upon its security interest in and collateral assignment of the Property, the Lender hereby grants to the Borrower the exclusive, nontransferable, royalty-free right and license under the Trademark for the Borrower's own benefit and account, so that the Borrower may use and enjoy the Trademark Rights in connection with its business operations and exercise rights and remedies with respect to the Trademark, but with respect to all Property being used in the Borrower's business, only in a manner consistent with the preservation of the current substance, validity, registration and the security interest and collateral assignment herein granted. Borrower agrees not to sell or assign its interest in, or grant any sublicense under, the license granted to the Borrower in this paragraph, except that the Borrower may sublicense the Property in the ordinary course of the Borrower's business but only in a manner consistent with the preservation of the current substance, validity, registration and the security interest and collateral assignment herein granted in such Trademark. Upon the exercise by the Lender of the rights and remedies accorded to it under the Note and by law with respect to the realization upon its security interest in and collateral assignment of the Trademark, the license granted under this paragraph to the Borrower shall terminate.

3. The Borrower does hereby further acknowledge and affirm that the representations, warranties and covenants of the Borrower with respect to the Trademark and the rights and remedies of the Lender with respect to the security interest in and collateral assignment of the Trademark made and granted hereby are more fully set forth in the Commercial Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. This Agreement shall terminate upon termination of the Note. At any time and from time to time prior to such termination, the Lender may terminate its security interest in or reconvey to the Borrower any rights with respect to the Trademark. Upon termination of this Agreement and following a request from the Borrower, the Lender shall, at the expense of the Borrower, execute and deliver to the Borrower all deeds, assignments and other instruments as may be necessary or proper in reasonable judgment of the Borrower in order to evidence such termination, subject to any disposition of the Trademark which may have been made by the Lender pursuant hereto or pursuant to the Note or the Commercial Security Agreement, respectively.

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5. If at any time before the termination of this Agreement, the Borrower shall obtain or acquire rights to any new Trademarks (including any Trademarks application), this Agreement may be amended, by mutual consent of the Borrower and Lender, to include such new Trademarks.

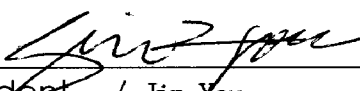
6. The Borrower further agrees that (a) the Lender shall not have any obligation or responsibility to protect or defend the Trademark and the Borrower shall, at its own expense protect, defend and maintain the same in accordance with the terms and conditions set forth in the Note, (b) the Borrower shall forthwith advise the Lender promptly in writing upon detection of infringements of any of the Trademark Rights being used in the Company's business and (c) if the Borrower fails to comply with the requirements of the preceding clause (a), the Lender may do so in the Borrower's name or in its own name, but in any case at the Borrower's expense, and the Borrower hereby agrees to reimburse the Lender for all expenses, including attorneys' fees, incurred by the Lender in protecting, defending and maintaining the Trademark Rights.

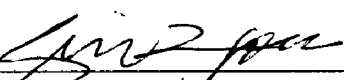
7. THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF CALIFORNIA, EXCEPT TO THE EXTENT THAT PERFECTION (AND THE EFFECT OF PERFECTION AND NONPERFECTION) AND CERTAIN REMEDIES MAY BE GOVERNED BY THE LAWS OF ANY JURISDICTION OTHER THAN THE STATE OF CALIFORNIA.

IN WITNESS WHEREOF, the Borrower has caused this Agreement to be duly executed by its duly authorized officers as of the date first above written.

BORROWER:

Apache Golf, Inc.

By:  _____
President / Jin You

By:  _____
Secretary / Jin You

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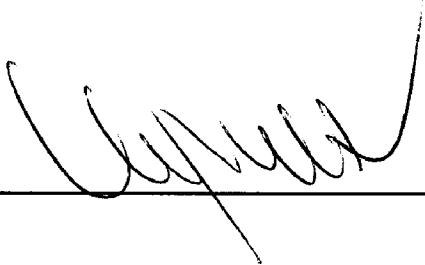
CERTIFICATE OF ACKNOWLEDGEMENT

STATE OF **California**)
COUNTY OF **Los Angeles**) SS

On **October 2, 2009** before me, **Kyung Hee Ha, a Notary Public**, in and for said County and State, personally appeared, **JIN YOU** who proved to me the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person, acted, executed the instrument.

I certify under penalty of perjury under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.





(This area for official notarial seal)

SCHEDULE A

REGISTERED U.S. TRADEMARKS

DESCRIPTION

Please see attachment

REGISTRATION NO.

REGISTRATION DATE

ap/D258758v/F032980

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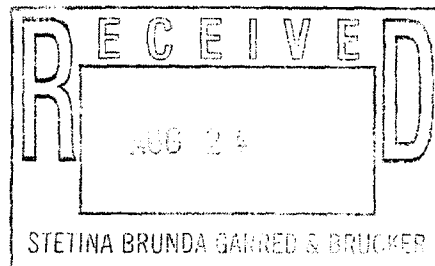


NOTICE OF ACCEPTANCE OF SOU
MAILING DATE: Aug 20, 2009

The statement of use (SOU) filed for the trademark application identified below has been accepted. This acceptance means that the mark identified below is entitled to be registered. Accordingly, the registration will issue in due course barring any extraordinary circumstances.

For further information, visit our website at: <http://www.uspto.gov> or call the Trademark Assistance Center at 1-800-786-9199.

SERIAL NUMBER: 77977631
MARK: OZIK
OWNER: Apache Golf, Inc.



TRX-004T1

RECORDED: 10/09/2009

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