

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
TIS Industries, LLC		12/31/2009	LIMITED LIABILITY COMPANY: CALIFORNIA

RECEIVING PARTY DATA

Name:	Bryan Cave LLP
Street Address:	120 Broadway, Suite 300
City:	Santa Monica
State/Country:	CALIFORNIA
Postal Code:	90401
Entity Type:	Limited Liability Partnership: MISSOURI

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	3699000	TWENTY INCHES STRONG
Registration Number:	3641328	TIS
Registration Number:	3600092	PHAT LIP
Registration Number:	3565824	TIS TWENTY INCHES STRONG
Registration Number:	3463938	PHAT LIP
Registration Number:	3463937	PHAT LIP TECHNOLOGY
Registration Number:	3353168	20" TWENTY INCHES STRONG
Serial Number:	76511702	20 TWENTY INCHES STRONG
Serial Number:	76511703	24 TWENTY-FOUR INCHES STRONG

CORRESPONDENCE DATA

Fax Number: (212)541-4630
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 212-541-2341
 Email: nyuspto@bryancave.com

CH \$240.00 3699000

900151461

**TRADEMARK
 REEL: 004126 FRAME: 0179**

Correspondent Name: Patricia L. Werner/Bryan Cave LLP
Address Line 1: 1290 Avenue of the Americas
Address Line 4: New York, NEW YORK 10104

ATTORNEY DOCKET NUMBER:	0186271/TIS.IND.SECURITY
NAME OF SUBMITTER:	Patricia L. Werner
Signature:	/Patricia L. Werner/
Date:	01/07/2010

Total Attachments: 4
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GRANT OF SECURITY INTEREST IN TRADEMARKS

This GRANT OF SECURITY INTEREST IN TRADEMARKS, dated as of December 31, 2009 (this “Grant”), is made by TIS INDUSTRIES, LLC, a California limited liability company having its principal offices located at 16815 Johnson Drive, City of Industry, California 91745 (“Grantor”), and in favor of BRYAN CAVE LLP, having an office located at 120 Broadway, Suite 300, Santa Monica, California 90401 (“Grantee”).

RECITALS

WHEREAS, Grantor is the owner of all right, title and interest in and to the trademark registrations and applications for registration set forth on Schedule A attached hereto, including all goodwill associated therewith and all statutory and common law rights therein (the “Trademarks”); and

WHEREAS, concurrently with the execution of this Grant, Grantor issued a Secured Promissory Note in favor of Grantee, and in connection therewith, Grantor and Grantee entered into that certain Security Agreement of even date herewith (as amended, modified or supplemented from time to time (the “Security Agreement”)); and

WHEREAS, as a condition of the Security Agreement, Grantor desires to grant a security interest in, and a lien upon, all of Grantor’s right, title and interest in and to the Trademarks to Grantee.

AGREEMENT

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

1. Subject to the terms and conditions of the Security Agreement, Grantor hereby assigns, conveys, and grants to Grantee a first security interest in, and a lien upon, all of Grantor’s right, title and interest in, to, and under (i) the Trademarks; (ii) all goodwill associated with or symbolized by the Trademarks; (iii) all proceeds (including all income, royalties, damages and payments now or hereafter due and/or payable under or with respect to the Trademarks), profits, and products of the Trademarks; and (iv) all rights to sue for past, present and future infringement, misappropriation, or dilution of any of the Trademarks or to bring interference or unfair competition proceedings with respect thereto.

2. This Grant is made to secure the satisfactory payment or performance, as applicable, in full of the Secured Obligations (as such term is defined in the Security Agreement) and shall be effective as of the date of the Security Agreement.

3. This Grant has been granted in conjunction with the security interest granted to Grantee under the Security Agreement. The rights and remedies of Grantee with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

4. This Grant may be executed in counterparts, each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Grant by facsimile transmission shall be as effective as delivery of a manually signed counterpart of this Grant.

5. This Grant shall be governed by and construed in accordance with the laws of the State of California without giving effect to any choice or conflict of law provision or law that would cause the application of the laws of any jurisdiction other than the State of California.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the undersigned have executed this Grant of Security Interest as of the date first set forth above.

GRANTOR:

TIS INDUSTRIES, LLC

Name: Myles Kovacs
Title: president

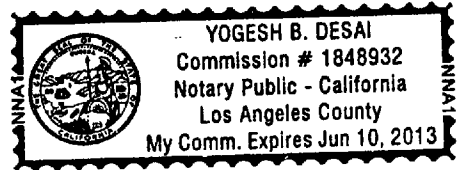
STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES

On JAN. 4th, 2010, before me, "YOGESH B. DESAI, Notary Public" (here insert name and title of the notarizing officer), personally appeared MYLES M. KOVACS, who proved to me on 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.

Signature: *Yogesh B. Desai* (Seal)
GRANTEE:



BRYAN CAVE LLP

Name: Evan Y. Chuck
Title: Partner

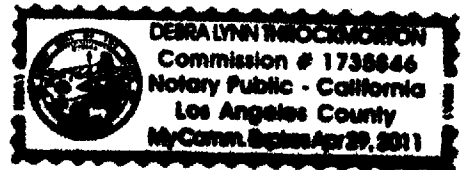
STATE OF California)
COUNTY OF Los Angeles)

On January 6, 2010, before me, Debra Lynn Throckmorton "Notary Public" (here insert name and title of the notarizing officer), personally appeared Evan Y. Chuck, who proved to me on 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.

Signature: *Debra Lynn Throckmorton* (Seal)



SCHEDULE A

<u>MARK OR NAME</u>	<u>SERIAL NUMBER</u>	<u>REGISTRATION NUMBER</u>
TWENTY INCHES STRONG	78924023	3699000
TIS	78913790	3641328
PHAT LIP	78405268	3600092
TIS TWENTY INCHES STRONG	78226697	3565824
PHAT LIP	78405267	3463938
PHAT LIP TECHNOLOGY	78402704	3463937
20" TWENTY INCHES STRONG	78222228	3353168
20 TWENTY INCHES STRONG and Design	76511702	
24 TWENTY-FOUR INCHES STRONG and Design	76511703	

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