

**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
DUB 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: 7**

Property Type	Number	Word Mark
Registration Number:	3551766	DROPSTARS
Registration Number:	3538544	D
Registration Number:	3538543	DROPSTARS
Registration Number:	3187919	DROPSTARS
Registration Number:	3174834	D
Registration Number:	3169416	DROPSTARS
Registration Number:	3016072	DUB AUDIO

**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  
 Correspondent Name: Patricia L. Werner/Bryan Cave LLP  
 Address Line 1: 1290 Avenue of the Americas

CH \$190.00 3551766

Address Line 4: New York, NEW YORK 10104

ATTORNEY DOCKET NUMBER: 0186271/DUB.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 DUB 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.

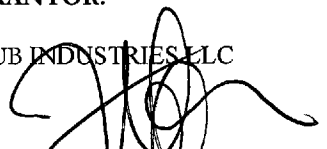
5. This Grant shall be governed by and construed in accordance with the laws of the State of California without giving effect to any choice or conflict of law provision or law that would cause the application of the laws of any jurisdiction other than the State of California.

[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:**

DUB INDUSTRIES LLC

  
Name: MYLES KOVACS  
Title: President

STATE OF CALIFORNIA )

COUNTY OF LOS ANGELES

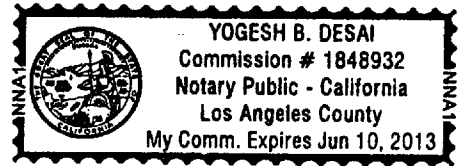
On JAN 4th, 2010, before me, "YOGESH B. DESAI, NOTARY PUBLIC" (here insert name and title of the notarizing officer), personally appeared MYLES M. KOVACS, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that 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.

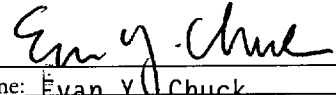
Signature 

(Seal)



**GRANTEE:**

BRYAN CAVE LLP

  
Name: Evan Y. Chuck  
Title: Partner


STATE OF California )

COUNTY OF Los Angeles )

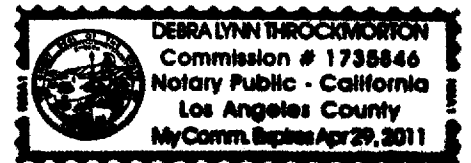
On January 6, 2010, before me, Debra Lynn Throckmorton, "Notary Public" (here insert name and title of the notarizing officer), personally appeared Evan Y. Chuck, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged 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 

(Seal)



SCHEDULE A

<u>MARK OR NAME</u>	<u>SERIAL NUMBER</u>	<u>REGISTRATION NUMBER</u>
DROPSTARS	78386727	3551766
D	78371733	3538544
DROPSTARS	78369467	3538543
DROPSTARS	78386716	3187919
D	78371737	3174834
DROPSTARS	78369463	3169416
DUB AUDIO	78166632	3016072

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