

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
TAPOUT, LLC		07/18/2007	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: 25

Property Type	Number	Word Mark
Serial Number:	78839428	TAPOUT
Serial Number:	78839841	TAPOUT
Serial Number:	78839819	TAPOUT
Serial Number:	78839795	TAPOUT
Serial Number:	78981022	TAPOUT
Serial Number:	78879886	TAP OUT CREW
Serial Number:	78839459	TAPOUT
Serial Number:	78839857	TAPOUT
Serial Number:	77866895	TAPOUT
Serial Number:	77849706	TAPOUT MPS
Serial Number:	77486575	TAPOUT
Serial Number:	77524918	BAD FOR THE SPORT
Serial Number:	77772740	SOAL

CH \$640.00 78839428

900156786

**TRADEMARK
 REEL: 004164 FRAME: 0760**

Serial Number:	77772717	
Serial Number:	77772710	TAPOUT SOAL
Serial Number:	77545155	TO
Serial Number:	77609172	TAPOUT
Serial Number:	77609164	TAPOUT
Serial Number:	77575680	TAPOUT
Serial Number:	77575674	TAPOUT
Serial Number:	77611796	TAPOUT
Serial Number:	77611794	TAPOUT
Serial Number:	77746355	
Serial Number:	77171891	TAPOUT H2O
Serial Number:	75525080	TAPOUT

CORRESPONDENCE DATA

Fax Number: (858)638-5033
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
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Email: karen.johanson@dlapiper.com
Correspondent Name: DLA PIPER LLP (US)
Address Line 1: 4365 EXECUTIVE DR, SUITE 1100
Address Line 2: ATTN: KAREN JOHANSON
Address Line 4: SAN DIEGO, CALIFORNIA 92121

ATTORNEY DOCKET NUMBER:	018212-5
NAME OF SUBMITTER:	Troy Zander
Signature:	/Troy Zander/
Date:	03/10/2010

Total Attachments: 12
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement"), dated as of July 18, 2007, is made by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and GVECR III 2007 A-4 TRUST ("Lender"), with respect to the following facts:

A. Each Grantor has adopted certain trademarks and service marks, as identified herein and in Schedule A annexed hereto and made a part hereof.

B. Each Grantor is the owner and hold of certain patents, patent applications, inventions and trade secret information, as identified herein and in Schedule B annexed hereto and made a part hereof.

C. Each Grantor is the owner of the copyrights in certain works of authorship, as described herein and in Schedule C annexed hereto and made a part hereof.

D. Pursuant to that certain Loan and Security Agreement of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, including all schedules thereto, the "Loan Agreement") between Tapout, LLC, a California limited liability company ("Borrower"), and Lender; Lender is willing to make available to Borrower a secured credit facility from time to time pursuant to the terms and conditions thereof. Capitalized terms which are used herein but not otherwise defined, shall have the meaning ascribed to them in the Loan Agreement.

E. In order to induce Lender to enter into the Loan Agreement and the other Loan Documents and to induce Lender to make financial accommodations to Borrower as provided for in the Loan Agreement, Grantors have agreed to grant a first priority security interest in and to substantially all of each Grantor's assets in order to secure the prompt and complete payment, observance and performance of (a) the obligations of Grantors arising from this Agreement, the Loan Agreement, and the other Loan Documents, and (b) all Obligations of Borrower, plus reasonable attorneys fees and expenses if the obligations represented thereunder are collected by law, through an attorney-at-law, or under advice therefrom (clauses (a) and (b) being hereinafter referred to as the "Secured Obligations"), by the granting of the security interests contemplated by the Loan Agreement and this Agreement.

F. As a condition to making the financial accommodations to Borrower as provided for in the Loan Agreement, Lender has required that, concurrently herewith, Grantors execute and deliver to Lender this Agreement and any and all other documents reasonably necessary to protect Lender's interests hereunder or with respect to the Obligations.

NOW, THEREFORE, IT IS AGREED that, for and in consideration of the premises set forth above, the terms and conditions contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. As collateral security for the prompt payment and performance in full when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations,

each Grantor hereby pledges and grants to Lender a lien and security interest in and to the following property and interests in property, whether now owned by such Grantor or hereafter acquired and whether now existing or hereafter coming into existence and wherever located (all being collectively referred to herein as "Intellectual Property Collateral"):

(a) all of such Grantor's right, title and interest in and to trademarks, trade names, trade styles, service marks, logos, emblems, prints and labels, all elements of package or trade dress of goods, and all general intangibles of like nature, now existing or hereafter adopted or acquired by such Grantor, together with the goodwill of such Grantor's business connected with the use thereof and symbolized thereby, and all registration applications, registrations and recordings thereof, including, without limitation, registration applications, registrations and recordings in the United States Patent and Trademark Office or in any similar office or agency of the United States or in any office of the Secretary of State (or equivalent) of any state thereof, or in any similar office or agency of any country or political subdivision thereof throughout the world, whether now owned or hereafter acquired by such Grantor, including, but not limited to, those described in Schedule A annexed hereto and made a part hereof (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law), together with all extensions, renewals and corrections thereof and all licenses thereof or pertaining thereto (but with respect to any such license, only to the extent permitted by the applicable licensing agreement) (all of the foregoing assets encompassed by this subparagraph 1(a) being hereinafter collectively referred to as the "Trademarks");

(b) all of such Grantor's right, title and interest in and to all inventions and letters patent and registration applications therefor, and all registrations and recordings thereof, including, without limitation, registration applications, registrations and recordings in the United States Patent and Trademark Office or in any similar office or agency of the United States or any state thereof, or in any similar office or agency of any country or political subdivision thereof throughout the world, whether now owned or hereafter acquired by such Grantor, including, but not limited to, those described in Schedule B annexed hereto and made a part hereof, together with all re-examinations, reissues, continuations, continuations-in-part, divisions, improvements and extensions thereof and all licenses thereof or pertaining thereto and all licenses of patent rights to such Grantor now in effect or entered into during the term of this Agreement (but with respect to any such license, only to the extent permitted by the applicable licensing agreement) and the rights to make, use and sell, and all other rights with respect to, the inventions disclosed or claimed therein, all inventions, designs, proprietary or technical information, know-how, other data or information, software, databases, all embodiments or fixations thereof and related documentation, all information having value in connection with such Grantor's business and all other trade secret rights not described above (all of the foregoing assets encompassed by this subparagraph 1(b) being hereinafter collectively referred to as the "Patents");

(c) all of such Grantor's right, title and interest in and to copyrights in works of authorship of any kind, and all registration applications, registrations and recordings thereof in the Office of the United States Register of Copyrights, Library of Congress, or in any

similar office or agency of any country or political subdivision thereof throughout the world, whether now owned or hereafter acquired by such Grantor, including, but not limited to, those described in Schedule C annexed hereto and made a part hereof, together with all extensions, renewals, reversionary rights, and corrections thereof and all licenses thereof or pertaining thereto (but with respect to any such license, only to the extent permitted by the applicable licensing agreement) (all of the foregoing assets encompassed by this subparagraph 1(c) hereinafter collectively referred to as the "Copyrights");

(d) all of such Grantor's customer lists and other records of such Grantor relating to the distribution of products bearing, constituting or incorporating the Trademarks, Patents and Copyrights; and

(e) subject to the terms of any applicable license agreements now in effect or entered into during the term of this Agreement, the proceeds and products, whether tangible or intangible, of any of the foregoing, including (w) proceeds from any claims by such Grantor against third parties for past, present or future infringement of the Trademarks, Patents or Copyrights and any royalties from licenses to third parties of the Trademarks, Patents or Copyrights, (x) proceeds of insurance covering any or all of the foregoing, and (y) any and all money, deposit accounts, or other tangible or intangible property, solely to the extent, in the case of each of the foregoing clauses (w) and (x), resulting from the sale, exchange, collection or other disposition of any of the foregoing, or any portion thereof or interest therein, and the proceeds thereof; provided, however, that the Intellectual Property Collateral shall not include such General Intangibles: (i) which cannot be subject to a consensual security interest in favor of Lender without the consent of the licensor or other party thereto, (ii) as to which any such restriction described in clause (i) is effective and enforceable under applicable law including Section 9408 of the Code, and (iii) to which such consent described in clause (i) has not been obtained by the party granting the security interest.

(f) For purposes of certainty, notwithstanding anything in this Agreement or the Loan Agreement to the contrary, no security interest shall be granted in any applicable Intellectual Property Collateral in any applicable jurisdiction to the extent that, and solely during the period in which, the grant of security interest therein would impair the validity or enforceability of the rights in and to such Intellectual Property Collateral in such applicable jurisdiction.

2. Each Grantor hereby represents, warrants, covenants and agrees, that to the best of its knowledge:

(a) Each Grantor has the sole, full and clear title to the Trademarks for the goods and services with which the Trademarks are used (except for Permitted Liens and as provided in paragraph 2(g) below and in Schedule A attached hereto). The registrations of the Trademarks are valid and subsisting and in full force and effect. No Grantor has granted a license or otherwise agreed to allow any third party to use any Trademark (except in the ordinary course of business). Each Grantor has used and will continue to use for the duration of this Agreement standards of quality in the manufacture of products sold under the Trademarks that are at least equal to those standards in effect as of the date of this Agreement.

(b) No Grantor will (or will permit any licensee thereof to) do any act or knowingly omit to do any act whereby any Trademark may become invalidated (except in the ordinary course of business).

(c) Each Grantor has the sole, full and clear title to the Patents shown on Schedule B hereto and such Patents are valid and subsisting and in full force and effect and have not been adjudged or, to such Grantor's knowledge, claimed invalid or unenforceable in whole or in part (except for Permitted Liens and as provided in paragraph 2(g) below and in Schedule B attached hereto). No Grantor has granted a license or otherwise agreed to allow any third party to use any Patent (except in the ordinary course of business). Each Grantor shall diligently prosecute any patent application now pending or acquired or made by it during the term of this Agreement, and shall preserve and maintain all rights of any kind in the Patents, which, in each case, such Grantor believes in its reasonable business judgment are in the best business interests of such Grantor. Each Grantor believes that none of the Patents has been abandoned or dedicated and no Grantor will do any act, or omit to do any act, or permit any licensee thereof to do any act whereby any Patent may become abandoned or dedicated, except and to the extent Grantor believes in its reasonable business judgment that such action or inaction is in the best business interest of such Grantor; and if it knows or has reason to believe that any material Patent has become or may become abandoned or dedicated, it shall notify Lender within thirty (30) days following the date Grantor first knows or first has reason to believe that such material patent has become or may become abandoned or dedicated.

(d) Each Grantor (either itself or through its licensees) will place appropriate notice of Copyright on all copies embodying copyrighted works covered by the copyright which are publicly distributed, to the extent notice is required in an applicable jurisdiction to prevent any Copyright from becoming invalidated or dedicated to the public domain, and no Grantor will (and will not permit any licensee thereof to) do any act or knowingly omit to do any act whereby any Copyright may become invalidated or dedicated to the public domain.

(e) Each Grantor will, at Grantor's sole cost and expense, promptly perform all acts and execute all documents, including, without limitation, grants of security in forms reasonably required by Lender and suitable for recording with the United States Patent and Trademark Office and the United States Register of Copyrights to evidence, perfect, maintain, record or enforce the Lender's security interest in the Intellectual Property Collateral or otherwise in furtherance of the provisions of this Agreement. Each Grantor hereby authorizes Lender to execute and file one or more financing statements (and any similar documents) or copies thereof or of this Agreement with respect to the Intellectual Property Collateral (with a copy sent to Borrower).

(f) In the event that any Grantor shall obtain issuance of any Patent or registration of any Trademark or Copyright previously applied for, or become entitled to the benefit of any patent application or any patent or any part thereof for reissue, re-examination, continuation, continuation-in-part, division, improvement or extension, the applicable Grantor shall (i) inform Lender of any such event or action in semi-annual reports which Borrower shall deliver to Lender concurrently with the delivery to Lender of the respective second quarter and fourth quarter financial information of Borrower pursuant to the Loan Agreement, and (ii)

execute and deliver any and all assignments, agreements, instruments, documents and papers as are necessary or appropriate, or as Lender may reasonably request, to evidence Lender's security interest in such Trademark, Patent or Copyright and the goodwill and general intangibles of Grantors relating thereto or represented thereby (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law). Each Grantor hereby constitutes Lender, or Lender's agent, its attorney-in-fact to only execute and file all such writings for the foregoing purposes, in the event Grantor shall fail to do so within ten (10) days of Lender's request, all acts of such attorney being hereby ratified and confirmed; such power being coupled with an interest is irrevocable until the Secured Obligations are indefeasibly paid in full. Lender will promptly provide Grantor with copies of any such documents executed on Grantor's behalf. Each Grantor authorizes the amendment of the schedules hereto to include any Trademark, Patent or Copyright registrations or applications which may be acquired or made by such Grantor.

(g) Each Grantor has the authority, right and power to enter into this Agreement and to perform its terms and to grant the security interest herein granted, and has not entered and will not enter into any oral or written agreements which would prevent such Grantor from complying with the terms hereof, provided, however, each Grantor may enter into or maintain in effect such license agreements with respect to the Intellectual Property Collateral as such Grantor believes in its reasonable business judgment are in the best interest of such Grantor's business, so long as any such license agreement does not prohibit the assignment thereof to Lender; provided, however, that Grantor may not grant any Perpetual License without Lender's prior consent (not to be unreasonably withheld or delayed). As used herein, "Perpetual License" means a license which is irrevocable, does not terminate because it is perpetual as to time or does not provide that it is terminable due to non-performance by the licensee. The Intellectual Property Collateral is not now, and at all times will not be, subject to any liens (other than Permitted Liens), charges, mortgages, assignments, security interests, except in favor of Lender; provided, however, each Grantor may enter into such license agreements with respect to the Intellectual Property Collateral as such Grantor believes in its reasonable business judgment are in the best interest of such Grantor's business (subject to Lender's approval rights over Perpetual Licenses set forth above), so long as any such license agreement does not prohibit the assignment thereof to Lender. To the best knowledge of each Grantor, none of the Intellectual Property Collateral is subject to any claims of any other party, except as may be indicated on Schedules A, B and C to this Agreement.

(h) Except for Permitted Liens, or as may be indicated on Schedule D to this Agreement, or to the extent that Lender upon prior written notice from Grantor, shall consent in writing (not to be unreasonably withheld or delayed), no Grantor will assign, sell, mortgage, lease, transfer, pledge, hypothecate, grant a security interest in or lien upon, grant a Perpetual License, or otherwise dispose of any of the Intellectual Property Collateral, and nothing in this Agreement shall be deemed a consent by Lender to any such action except as expressly permitted herein.

(i) As of the date hereof, no Borrower has any Trademarks, Patents or Copyrights registered, or which are the subject of any pending application, in the United States

Patent and Trademark Office, or any similar office of the United States or in any office of the Secretary of State (or equivalent) of any state thereof, or the United States Register of Copyrights, or in any similar office or agency of any country or political subdivision thereof throughout the world, other than those identified in Schedules A, B and C hereto.

(j) Each Grantor will in its business judgment take commercially reasonable steps in any proceeding before the United States Patent and Trademark Office, United States Register of Copyrights or similar office or agency of the United States or any office of the Secretary of State (or equivalent) of any state thereof, or in any similar office or agency of any country or political subdivision thereof throughout the world, to maintain each registration application and registration of the Intellectual Property Collateral, including, without limitation, filing of renewals, extensions, affidavits of use and incontestability, and opposition, interference and cancellation proceedings (except to the extent that dedication, abandonment or invalidation is permitted under subparagraphs 2(b) and 2(c) hereof). Each Grantor shall notify Lender promptly in writing if any registration application or registration relating to any Intellectual Property Collateral may become abandoned or dedicated or subject to an adverse final determination in any proceeding in the United States Patent and Trademark Office or United States Register of Copyrights or in any similar office or agency of any country or political subdivision thereof throughout the world or in any court regarding such Grantor's ownership of such Patent or Trademark, its right to register same, or to keep or maintain the validity of same.

(k) In the event that any Grantor acquires actual knowledge that any Trademark, Patent or Copyright is infringed, misappropriated or diluted by a third party, such Grantor shall promptly sue for infringement, misappropriation and/or dilution and to obtain injunctive relief and recover damages therefor, unless such Grantor shall determine in its reasonable business judgment that such suit is not in the best interest of such Grantor's business, and the applicable Grantor shall take such other actions reasonably required to protect such Trademark, Patent or Copyright as such Grantor shall deem appropriate in its reasonable business judgment under the circumstances. Upon and during the continuation of an Event of Default, Lender shall have the right, but in no way shall be obligated, to bring suit in its own name to enforce the Trademarks, Patents and Copyrights and any licenses thereunder, in which event the applicable Grantor shall, at the request of Lender, do any and all lawful acts reasonably requested by Lender and execute any and all documents reasonably required by Lender to aid such enforcement, and the applicable Grantor shall, upon demand, promptly reimburse and indemnify Lender for all costs and expenses incurred in such enforcement.

3. Upon the occurrence and during the continuation of an Event of Default, Lender may, except to the extent otherwise expressly provided or required below, do any one or more of the following, all of which are authorized by each Grantor, in addition to all other rights and remedies provided for in the Loan Documents, all such rights and remedies being cumulative, not exclusive, and enforceable alternatively, successively or concurrently, without (except as provided herein or in the other Loan Documents) notice to, or consent by, any Grantor:

(a) Lender may (without assuming any obligations or liability thereunder), at any time, enforce (and shall have the exclusive right to enforce) against any licensee or sublicensee all rights and remedies of the applicable Grantor in, to and under any one

or more license agreements with respect to the Intellectual Property Collateral, and take or refrain from taking any action under any thereof, and each Grantor hereby releases Lender from, and agrees to hold Lender free and harmless from and against any claims arising out of, any action taken or omitted to be taken with respect to any such license agreement except for such claims that a court of competent jurisdiction finally determines to have arisen from the gross negligence or willful misconduct of Lender;

(b) Lender may, at any time and from time to time, upon ten (10) days' prior notice to Grantors, assign, sell, or otherwise dispose of the Intellectual Property Collateral or any of it in accordance with the UCC and do all other acts and things for completing the assignment, sale or disposition which Lender shall, in its good faith discretion, deem appropriate or proper;

(c) In addition to the foregoing, in order to implement the assignment, sale, license or other disposal of any of the Intellectual Property Collateral pursuant to subparagraphs 3(a) and (b) hereof, Lender may, at any time, pursuant to the authority granted in the Powers of Attorney described in paragraph 4 hereof (such authority becoming effective upon an Event of Default), execute and deliver on behalf of any Grantor one or more instruments of assignment, sale, license or other disposition of the Intellectual Property Collateral. Each Grantor agrees to pay when due all reasonable costs incurred in any such transfer of the Intellectual Property Collateral, including any taxes, fees and reasonable attorneys' fees, and all such costs shall be added to the Secured Obligations. Lender may apply the proceeds actually received from any such license, assignment, sale or other disposition in accordance with subparagraph 3(d); and each Grantor shall remain liable and will pay Lender on demand any deficiency remaining, together with interest thereon at a rate equal to the rate then payable on the Obligations and the balance of any expenses unpaid. Nothing herein contained shall be construed as requiring Lender to take any such action at any time; and

(d) Except as otherwise herein expressly provided, the proceeds of any collection, sale or other realization of all or any part of the Intellectual Property Collateral pursuant hereto shall be applied to the Secured Obligations until the Secured Obligations shall have been paid in full in cash. The application of proceeds hereunder to the Secured Obligations shall be made as provided in the Loan Agreement.

4. The following documents will be concurrently executed and delivered to Lender as conditions precedent to the execution and delivery of this Agreement: three original Powers of Attorney, in the form of Exhibit A, Exhibit B, and Exhibit C hereto, respectively, executed by Grantors, for the implementation of any assignment, sale or other disposition of the Trademarks, Patents or Copyrights, respectively, pursuant to subparagraphs 3(a) and 3(b) hereof.

5. No provision hereof shall be modified, altered or limited except by a written instrument expressly referring to this Agreement and executed by the party to be charged. The execution and delivery of this Agreement has been properly authorized by each Grantor. This Agreement shall be binding upon the successors, permitted assigns or other legal representatives of each Grantor, and shall, together with the rights and remedies of Lender hereunder inure to the benefit of Lender, and its successors, assigns or other legal representatives. If any term of this Agreement shall be held to be invalid, illegal or

unenforceable, the validity of all other terms hereof shall in no way be affected thereby. The obligations of Grantors hereunder are joint and several.

6. This Agreement shall continue to be effective and shall be reinstated in the event that at any time after the Secured Obligations have been paid in full, any payment of the Secured Obligations is rescinded or must otherwise be restored or returned by Lender.

7. Upon payment and performance in full in cash by Borrower of all of the Secured Obligations (other than indemnification obligations for which no claim has been made) and upon the termination of the Loan Agreement, this Agreement shall terminate and Lender shall execute, file and record in each office in which any financing statement or assignment relative to the Intellectual Property Collateral, or any part thereof, shall have been filed, a termination statement, assignment or other appropriate instrument releasing its interest therein, all without recourse to or warranty by Lender and at the sole cost and expense of the Grantors. In the event Lender shall fail to do so within twenty (20) days following Grantor's request, Lender hereby constitutes Grantors, or Grantor's agents, its attorney-in-fact only to execute and file all such writings for the foregoing proposed, all acts of such attorney being hereby ratified and confirmed; such power being coupled with an interest is irrevocable. Grantors will promptly provide Lender with copies of any such documents executed on Lender's behalf.

8. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument and any of the parties hereto may execute this Agreement by signing any such counterpart.

9. This Agreement is hereby deemed to be the Intellectual Property Security Agreement referenced in the Loan Agreement and constitutes a Loan Document.


10. This Agreement and the Loan Documents reflect the entire understanding of the parties with respect to the transactions contemplated hereby and shall not be contradicted or qualified by any other agreement, oral or written, before the date hereof.

11. This Agreement shall be construed under and governed by the laws of the State of California (without regard for its conflicts of laws principles).


12. TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH PARTY HERETO HEREBY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BASED UPON OR ARISING OUT OF THIS AGREEMENT OR ANY OF THE TRANSACTIONS RELATED THERETO, AND AGREES THAT ANY SUCH ACTION, PROCEEDING OR COUNTERCLAIM SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY. SECTION 15(i) OF THE LOAN AGREEMENT IS INCORPORATED HEREIN BY THIS REFERENCE.

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed and delivered as of the day and year first above written.

TAPOUT, LLC,
a California limited liability company

By: 
Its: PRESIDENT

GVPCR III 2007 A-4 TRUST

By: 
Its: TRUSTEES

SCHEDULE A

Trademarks

Description	Serial No.	Filing Date
1. TAPOUT	78839428	3/16/06
2. TAPOUT	78839841	3/17/06
3. TAPOUT	78839819	3/17/06
4. TAPOUT	78839795	3/17/06
5. TAPOUT	78981022	3/17/06
6. Tap Out Crew	78879886	5/9/06
7. TAPOUT	78839459	3/16/06
8. TAPOUT	78839857	3/17/06
9. TAPOUT	77866895	11/6/09
10. TAPOUT MPS	77849706	10/15/09
11. TAPOUT	77486575	5/29/08
12. BAD FOR THE SPORT	77524918	7/17/08
13. SOAL	77772740	7/1/09
14. DESIGN ONLY	77772717	7/1/09
15. TAPOUT SOAL	77772710	7/1/09
16. TO	77545155	8/12/08
17. TAPOUT	77609172	11/6/08
18. TAPOUT	77609164	11/6/08
19. TAPOUT	77575680	9/22/08
20. TAPOUT	77575674	9/22/08
21. TAPOUT	77611796	11/11/08
22. TAPOUT	77611794	11/11/08
23. DESIGN ONLY	77746355	5/28/09
24. TapouT H20	77171891	5/3/07
25. TAPOUT	75525080	7/24/98

SCHEDULE B

Patents

Description	Serial No.	Filing Date
None.		

SCHEDULE C

Copyrights

Description	Registration No.	Registration Date
1. All American	VA0001667736	2008
2. Black Flag	VA0001667826	2007
3. Can Not Be Stopped	VA0001667623	2005
4. Cannibal	VA0001667738	2007
5. Chained	VA0001667565	2008
6. Darkside	VA0001667719	2007
7. Deep Breath	VA0001667817	2008
8. Dos Locos	VA0001667679	2008
9. Eagle	VA0001667819	2008
10. For The Troops	VA0001667761	2008
11. Full Caged-Red Foil On Black	VA0001667828	2007
12. Locked Up	VA0001667730	2008
13. Rising Phoenix	VA0001667622	2008
14. Rising Sun	VA0001667544	2007
15. Skull Toga	VA0001667457	2007
16. Statuesque	VA0001667455	2007
17. Strapped	VA0001667741	2007
18. Tapout grapple logo	VAu000698387	2001
19. WEC & Tapout Represents	VA0001667476	2007