

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
Seven Wells, LLC		04/19/2010	LIMITED LIABILITY COMPANY: CALIFORNIA

RECEIVING PARTY DATA

Name:	Union Bank, N.A.
Street Address:	601 Potrero Grande Drive
Internal Address:	CLD Mail Code 4-957-492
City:	Monterey Park
State/Country:	CALIFORNIA
Postal Code:	91755
Entity Type:	National Association: CALIFORNIA

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	2099036	WORLD INDUSTRIES
Registration Number:	3493530	WORLD INDUSTRIES
Registration Number:	3577053	WORLD INDUSTRIES
Registration Number:	2101100	WORLD INDUSTRIES
Serial Number:	77257145	FLAMEBOY
Serial Number:	77257141	WET WILLY
Serial Number:	77162323	WORLD INDUSTRIES
Serial Number:	77162329	WORLD INDUSTRIES

CORRESPONDENCE DATA

Fax Number: (202)408-3141
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 800-927-9801 x2348
 Email: jpaterso@cscinfo.com

900161004

**TRADEMARK
 REEL: 004196 FRAME: 0745**

CH \$215.00 2099036

Correspondent Name: Corporation Service Company
Address Line 1: 1090 Vermont Avenue NW, Suite 430
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	369750
NAME OF SUBMITTER:	Jean Paterson
Signature:	/jep/
Date:	04/30/2010

Total Attachments: 95

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INFORMATION REQUEST

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT (optional) Kim Akers (323) 720-7782	FILING OFFICE ACCT #
B. RETURN TO: (Name and Address) UNION BANK, N.A. Commercial Loan Documentation (4-957-492) P.O. Box 30115 Los Angeles, CA 90030-0115	

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR NAME to be searched - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME Seven Wells, LLC	OR		
1b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

2. INFORMATION OPTIONS relating to UCC filings and other notices on file in the filing office that include as a Debtor name the name identified in item 1:

2a. SEARCH RESPONSE CERTIFIED (Optional)
 Select one of the following two options: ALL (Check this box to request a response that is complete, including filings that have lapsed.) UNLAPSED

2b. COPY REQUEST CERTIFIED (Optional)
 Select one of the following two options: ALL UNLAPSED

2c. SPECIFIED COPIES ONLY CERTIFIED (Optional)

Record Number	Date Record Filed (if req'd)	Type of Record and Additional Identifying Information (if required)

3. ADDITIONAL SERVICES:

YOU ARE HEREBY AUTHORIZED AND INSTRUCTED TO HOLD THIS REQUEST FOR INFORMATION UNTIL YOU CAN SHOW UNION BANK, N.A.'S FINANCING STATEMENT.

State of District of Columbia

4. DELIVERY INSTRUCTIONS (request will be completed and mailed to the address shown in item B unless otherwise instructed here):

- 4a. Pick Up
- 4b. Other

Specify desired method here (if available from this office); provide delivery information (e.g., delivery service's name, addressee's account # with delivery service, addressee's phone #, etc.)

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional] Kim Akers (323) 720-7782
B. SEND ACKNOWLEDGEMENT TO: (Name and Address) UNION BANK, N.A. Commercial Loan Documentation (4-957-492) P.O. Box 30115 Los Angeles, CA 90030-0115

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME Seven Welts, LLC					
OR	1b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
1c. MAILING ADDRESS 1008 Brioso Dr.			CITY Costa Mesa	STATE CA	POSTAL CODE 92627
1d. TAX ID#: SSN OR EIN	ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION LLC	1f. JURISDICTION OF ORGANIZATION California	1g. ORGANIZATION ID#, if any	
					<input checked="" type="checkbox"/> NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME					
OR	2b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
2c. MAILING ADDRESS			CITY	STATE	POSTAL CODE
2d. TAX ID#: SSN OR EIN	ADD'L INFO RE ORGANIZATION DEBTOR	2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION	2g. ORGANIZATION ID#, if any	
					<input type="checkbox"/> NONE

3. SECURED PARTY'S NAME or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME UNION BANK, N.A.					
OR	3b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
3c. MAILING ADDRESS P.O. Box 30115			CITY Los Angeles	STATE CA	POSTAL CODE 90030-0115
					COUNTRY USA

4. This FINANCING STATEMENT covers the following collateral:

SEE ADDENDUM ATTACHED HERETO AND INCORPORATED HEREIN BY THIS REFERENCE.

5. ALTERNATIVE DESIGNATION [if applicable]:	LESSEE/LESSOR	CONSIGNEE/CONSIGNOR	BAILEE/BAILOR	SELLER/BUYER	AG. LIEN	NON-UCC FILING
6. <input type="checkbox"/> This FINANCING STATEMENT is to be filed [for record] [or recorded] in the REAL ESTATE RECORDS. Attach Addendum [if applicable]	7. Check to REQUEST SEARCH REPORT(S) on Debtor(s):		[optional]			
		[ADDITIONAL FEE]		<input type="checkbox"/> All Debtors <input type="checkbox"/> Debtor 1 <input type="checkbox"/> Debtor 2		
8. OPTIONAL FILER REFERENCE DATA						

State of District of Columbia

UCC FINANCING STATEMENT ADDENDUM

9. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT		
9a. ORGANIZATION'S NAME		
Seven Wells, LLC		
OR	9b. INDIVIDUAL'S LAST NAME	FIRST NAME
		MIDDLE NAME,SUFFIX

10. MISCELLANEOUS:

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

16. Additional collateral description:

For value received and in consideration of advances, present and future, and other obligations, debtor hereby grants a security interest in all of the following property:

All present and hereafter acquired personal property including but not limited to all accounts, chattel paper, instruments, contract rights, general intangibles, goods, equipment, inventory, documents, certificates of title, deposit accounts, returned or repossessed goods, fixtures, commercial tort claims, insurance claims, rights and policies, letter of credit rights, investment property, supporting obligations, and the proceeds, products, parts, accessories, attachments, accessions, replacements, substitutions, additions, and improvements of or to each of the foregoing

All trademark and service mark rights, whether registered or not, applications to register and registrations of the same and like protections and the entire goodwill of the business of Debtor connected with and symbolized by such trademarks, including without limitation those set forth on Schedule A attached hereto ("Trademarks"); and all amendments, renewals and extensions of any of the Trademarks; all supporting obligations; and all proceeds, including insurance proceeds, of any of the foregoing.

Monday, April 19, 2010

Trademark List by Country

Page: 1

Country: Argentina

Trademark	Client-Matter #/SubCase	Status Class(es)	Application Number/Date	Registration Number/Date
FLAME BOY Design	66833-1006/	Registered 18 Int.	2599954 28-Jun-2005	2116250 25-Sep-2006
FLAME BOY Design	66833-1007/	Registered 25 Int.	2599955 28-Jun-2005	2116249 25-Sep-2007
FLAME BOY Design	66833-1008/	Registered 28 Int.	2599956 28-Jun-2005	2116248 25-Sep-2006
WET WILLY Design	66833-1004/	Registered 25 Int.	2599952 28-Jun-2005	2164874 19-Jun-2007
WET WILLY Design	66833-1005/	Registered 28 Int.	2599953 28-Jun-2005	2116326 25-Sep-2006
WET WILLY Design	66833-1003/	Registered 18 Int.	2599951 28-Jun-2005	2116316 25-Sep-2006
WORLD INDUSTRIES	66833-1159/	Registered 25 Int.	2186411 12-Nov-1998	1803168 25-Aug-2000

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Trademark List by Country

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Country: Argentina

Trademark	Client-Matter #/SubCase	Status Class(es)	Application Number/Date	Registration Number/Date
FLAME BOY Design	66833-1006/	Registered 18 Int.	2599954 28-Jun-2005	2116250 25-Sep-2006
FLAME BOY Design	66833-1007/	Registered 25 Int.	2599955 28-Jun-2005	2116249 25-Sep-2007
FLAME BOY Design	66833-1008/	Registered 28 Int.	2599956 28-Jun-2005	2116248 25-Sep-2006
WET WILLY Design	66833-1004/	Registered 25 Int.	2599952 28-Jun-2005	2164874 19-Jun-2007
WET WILLY Design	66833-1005/	Registered 28 Int.	2599953 28-Jun-2005	2116326 25-Sep-2006
WET WILLY Design	66833-1003/	Registered 18 Int.	2599951 28-Jun-2005	2116316 25-Sep-2006
WORLD INDUSTRIES	66833-1159/	Registered 25 Int.	2186411 12-Nov-1998	1803168 25-Aug-2000

Country: Australia

Trademark	Client-Matter #/SubCase	Status Class(es)	Application Number/Date	Registration Number/Date
DEVIL GIRL	66833-1014/	Registered 18 Int., 25 Int., 28 Int.	1082975 28-Oct-2005	1082975 19-Jun-2006
DEVIL GIRL Character Design	66833-1013/	Registered 18 Int., 25 Int., 28 Int.	1083006 28-Oct-2005	1083006 13-Jun-2006
FLAME BOY Design	66833-1010/	Registered 18 Int., 25 Int., 28 Int.	1060571 16-Jun-2005	1060571 23-Jan-2006
FLAMEBOY	66833-1194/	Registered 09 Int., 18 Int., 25 Int., 28 Int.	1238127 02-May-2008	1238127 24-Feb-2009
WET WILLY	66833-1193/	Registered 09 Int., 18 Int., 25 Int., 28 Int.	1238125 02-May-2008	1238125 24-Feb-2009
WET WILLY Design	66833-1009/	Registered 18 Int., 25 Int., 28 Int.	1060572 16-Jun-2005	1060572 23-Jan-2006
WORLD	66833-1161/	Renewed 25 Int.	344970 14-Apr-1980	344970 02-May-1983
WORLD GIRL BY WORLD INDUSTRIES	66833-1015/	Registered 18 Int., 25 Int., 28 Int.	1083005 28-Oct-2005	1083005 13-Jun-2006
WORLD GIRL Logo & Design	66833-1016/	Registered 18 Int., 25 Int., 28 Int.	1083170 31-Oct-2005	1083170 13-Jun-2006
WORLD INDUSTRIES	66833-1160/	Renewed 25 Int., 28 Int.	753881 29-Jan-1998	753881 27-Oct-2000
WORLD INDUSTRIES	66833-1011/	Registered 09 Int.	1052923 25-Apr-2005	1052923 18-Dec-2006
WORLD INDUSTRIES	66833-1012/	Registered 12 Int., 16 Int., 28 Int.	1009978 07-Jul-2004	1009978 05-Sep-2005

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Trademark List by Country

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Country: Austria

Trademark	Client-Matter #/SubCase	Status Class(es)	Application Number/Date	Registration Number/Date
FLAME BOY Design	66833-1067/	Registered 18 Int., 25 Int., 28 Int.	878908 09-Sep-2005	878908 09-Sep-2005
WET WILLY Design	66833-1092/	Registered 18 Int., 25 Int., 28 Int.	878909 09-Sep-2005	878909 09-Sep-2005
WORLD INDUSTRIES	66833-1140/	Registered 18 Int., 25 Int., 28 Int.	AM 3308/2002 21-May-2002	211553 06-Aug-2003
WORLD INDUSTRIES & Design	66833-1139/	Registered 18 Int., 25 Int., 28 Int.	AM 219/2003 15-Jan-2003	213582 12-Nov-2003

Country: Benelux

Trademark	Client-Matter #/SubCase	Status Class(es)	Application Number/Date	Registration Number/Date
FLAME BOY Design	66833-1068/	Registered 18 Int., 25 Int., 28 Int.	878908 09-Sep-2005	878908 09-Sep-2005
WET WILLY Design	66833-1093/	Registered 18 Int., 25 Int., 28 Int.	878909 09-Sep-2005	878909 09-Sep-2005
WORLD INDUSTRIES	66833-1162/	Renewed 18 Int., 25 Int., 28 Int.	909208 29-Jan-1998	631767 01-May-1999

Country: Brazil

Trademark	Client-Matter #/SubCase	Status Class(es)	Application Number/Date	Registration Number/Date
FLAME BOY Design	66833-1022/	Published 28 Int.	827688962 17-Aug-2005	
FLAME BOY Design	66833-1021/	Published 25 Int.	827688970 17-Aug-2005	
FLAME BOY Design	66833-1020/	Published 18 Int.	827688997 17-Aug-2005	
WET WILLY Design	66833-1017/	Published 18 Int.	827689047 17-Aug-2005	
WET WILLY Design	66833-1018/	Published 25 Int.	827689020 17-Aug-2005	
WET WILLY Design	66833-1019/	Published 28 Int.	827689004 17-Aug-2005	
WORLD INDUSTRIES	66833-1176/	Registered 18 Int.	200030124 22-Jan-1998	200030124 15-Oct-2002
WORLD INDUSTRIES	66833-1175/	Registered 25 Int.	82050870 22-Jan-1998	82050870 15-Oct-2002
WORLD INDUSTRIES	66833-1143/	Registered 28 Int.	82050888 22-Jan-1998	82050888 11-Nov-2002

Country: Canada

Trademark	Client-Matter #/SubCase	Status Class(es)	Application Number/Date	Registration Number/Date
FLAME BOY Design	66833-1191/	Registered 00 Multiclass	1262036 21-Jun-2005	TMA673187 22-Sep-2006
FLAMEBOY	66833-1196/	Pending 00 Multiclass	1399443 12-Jun-2008	
FLAMEBOY & Design	66833-1209/	Registered 00 Multiclass	1262046 21-Jun-2005	732228 13-Jan-2009
WET WILLY	66833-1195/	Pending 00 Multiclass	1399442 12-Jun-2008	
WET WILLY & Design	66833-1210/	Registered 00 Multiclass	1262037 21-Jun-2005	732229 13-Jan-2009
WET WILLY Design	66833-1190/	Registered 00 Multiclass	1262047 21-Jun-2005	TMA673186 22-Sep-2006
WORLD INDUSTRIES	66833-1163/	Registered 00 Multiclass	869654 18-Feb-1998	TMA509337 15-Mar-1999

Country: Chile

Trademark	Client-Matter #/SubCase	Status Class(es)	Application Number/Date	Registration Number/Date
FLAME BOY Design	66833-1027/	Registered 25 Int.	692792 23-Jun-2005	746.581 16-Jan-2006
FLAME BOY Design	66833-1026/	Registered 18 Int.	692791 23-Jun-2005	746.582 16-Jan-2006
FLAME BOY Design	66833-1028/	Registered 28 Int.	692793 23-Jun-2005	746.580 16-Jan-2006
WET WILLY Design	66833-1023/	Registered 18 Int.	692788 23-Jun-2005	746.093 12-Jan-2006
WET WILLY Design	66833-1025/	Registered 28 Int.	692790 23-Jun-2005	746.583 16-Jan-2006
WET WILLY Design	66833-1024/	Registered 25 Int.	692789 23-Jun-2005	746.092 12-Jan-2006
WORLD INDUSTRIES & Design	66833-1189/	Registered 18 Int.	787538 05-Sep-2007	826896 09-Sep-2008
WORLD INDUSTRIES & Design	66833-1130/	Registered 25 Int.	433315	542075 04-Jun-1999
WORLD INDUSTRIES & Design	66833-1164/	Registered 28 Int.	433314	542076 04-Jun-1999

Country: China (People's Republic)

Trademark	Client-Matter #/SubCase	Status Class(es)	Application Number/Date	Registration Number/Date
FLAME BOY Design	66833-1069/	Registered 18 Int., 25 Int., 28 Int.	878908 09-Sep-2005	878908 09-Sep-2005
FLAMEBOY	66833-1201/	Pending 25 Int.	6775806 10-Jun-2008	
FLAMEBOY	66833-1200/	Pending 18 Int.	6775805 10-Jun-2008	
FLAMEBOY	66833-1202/	Pending 28 Int.	6775807 10-Jun-2008	
WET WILLY	66833-1197/	Pending 18 Int.	6775808 10-Jun-2008	
WET WILLY	66833-1199/	Pending 28 Int.	6775810 10-Jun-2008	
WET WILLY	66833-1198/	Pending 25 Int.	6775809 10-Jun-2008	
WET WILLY Design	66833-1094/	Registered 18 Int., 25 Int., 28 Int.	878909 09-Sep-2005	878909 09-Sep-2005
WORLD INDUSTRIES & Design	66833-1131/	Registered 25 Int.	4709055 09-Jun-2005	4709055 14-Sep-2009
WORLD INDUSTRIES & Design	66833-1142/	Registered 28 Int.	4709054 09-Jun-2005	4709054 28-Feb-2009

Country: Colombia

Trademark	Client-Matter #/SubCase	Status Class(es)	Application Number/Date	Registration Number/Date
FLAME BOY Design	66833-1034/	Registered 28 Int.	05-106337 19-Oct-2005	314678 18-May-2006
FLAME BOY Design	66833-1033/	Registered 25 Int.	05-106331 19-Oct-2005	314681 18-May-2006
FLAME BOY Design	66833-1032/	Registered 18 Int.	05-106333 19-Oct-2005	314680 18-May-2006
WET WILLY Design	66833-1030/	Registered 25 Int.	05-106330 19-Oct-2005	314671 18-May-2006
WET WILLY Design	66833-1029/	Registered 18 Int.	05-106334 19-Oct-2005	314679 18-May-2006
WET WILLY Design	66833-1031/	Registered 28 Int.	05-106336 19-Oct-2005	315711 30-May-2006

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Trademark List by Country

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Country: Costa Rica

Trademark	Client-Matter #/SubCase	Status Class(es)	Application Number/Date	Registration Number/Date
FLAMEBOY Design	66833-1039/	Registered 25 Int.	2005-0004707 23-Jun-2005	157717 04-Apr-2006
FLAMEBOY Design	66833-1038/	Registered 18 Int.	2005-0004708 23-Jun-2005	157718 04-Apr-2006
FLAMEBOY Design	66833-1040/	Registered 28 Int.	2005-0004706 23-Jun-2005	157124 14-Mar-2006
WET WILLY Design	66833-1035/	Registered 18 Int.	2005-0004711 23-Jun-2005	157421 20-Mar-2006
WET WILLY Design	66833-1036/	Registered 25 Int.	2005-0004709 23-Jun-2005	157307 20-Mar-2006
WET WILLY Design	66833-1037/	Registered 28 Int.	2005-0004710 23-Jun-2005	157116 13-Mar-2006

Country: Czech Republic

Trademark	Client-Matter #/SubCase	Status Class(es)	Application Number/Date	Registration Number/Date
FLAME BOY Design	66833-1070/	Registered 18 Int., 25 Int., 28 Int.	878908 09-Sep-2005	878908 09-Sep-2005
WET WILLY Design	66833-1095/	Registered 18 Int., 25 Int., 28 Int.	878909 09-Sep-2005	878909 09-Sep-2005
WORLD INDUSTRIES & Design	66833-1148/	Registered 25 Int., 28 Int., 35 Int.	189038 21-Feb-2003	259098 08-Mar-2004

Country: Denmark

Trademark	Client-Matter #/SubCase	Status Class(es)	Application Number/Date	Registration Number/Date
FLAME BOY Design	66833-1071/	Registered 18 Int., 25 Int., 28 Int.	878908 09-Sep-2005	878908 09-Sep-2005
WET WILLY Design	66833-1096/	Registered 18 Int., 25 Int., 28 Int.	878909 09-Sep-2005	878909 09-Sep-2005
WORLD INDUSTRIES	66833-1166/	Registered 08 Int., 25 Int., 28 Int.	VA200204237 29-Oct-2002	VR200300837 10-Mar-2003

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Trademark List by Country

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Country: Ecuador

Trademark	Client-Matter #/SubCase	Status Class(es)	Application Number/Date	Registration Number/Date
WORLD INDUSTRIES	66833-1126/	Published 25 Int.	153058 26-Jan-2005	
WORLD INDUSTRIES	66833-1129/	Registered 28 Int.	153057 26-Jan-2005	200-06 26-Dec-2005

Country: European Community

Trademark	Client-Matter #/SubCase	Status Class(es)	Application Number/Date	Registration Number/Date
FLAMEBOY	66833-1204/	Registered 09 Int., 18 Int., 25 Int., 28 Int.	006902845 13-May-2008	006902845 27-May-2009
WET WILLY	66833-1203/	Registered 09 Int., 18 Int., 25 Int., 28 Int.	006903744 13-May-2008	006903744 07-Apr-2009
WORLD INDUSTRIES	66833-1165/	Registered 18 Int., 25 Int., 28 Int.	003112059 28-Mar-2003	003112059 15-Nov-2004
WORLD INDUSTRIES & Design	66833-1156/	Registered 18 Int., 25 Int., 28 Int.	003113792 28-Mar-2003	003113792 20-Jul-2004

Country: Finland

Trademark	Client-Matter #/SubCase	Status Class(es)	Application Number/Date	Registration Number/Date
FLAME BOY Design	66833-1072/	Registered 18 Int., 25 Int., 28 Int.	878908 09-Sep-2005	878908 09-Sep-2005
WET WILLY Design	66833-1097/	Registered 18 Int., 25 Int., 28 Int.	878909 09-Sep-2005	878909 09-Sep-2005

Country: France

Trademark	Client-Matter #/SubCase	Status Class(es)	Application Number/Date	Registration Number/Date
FLAME BOY Design	66833-1073/	Registered 18 Int., 25 Int., 28 Int.	878908 09-Sep-2005	878908 09-Sep-2005
WET WILLY Design	66833-1098/	Registered 18 Int., 25 Int., 28 Int.	878909 09-Sep-2005	878909 09-Sep-2005
WORLD INDUSTRIES	66833-1152/	Renewed 25 Int., 28 Int.	98716345 04-Feb-1998	98716345 17-Jul-1998

Country: Germany

Trademark	Client-Matter #/SubCase	Status Class(es)	Application Number/Date	Registration Number/Date
FLAME BOY Design	66833-1074/	Registered 18 Int., 25 Int., 28 Int.	878908 09-Sep-2005	878908 09-Sep-2005
WET WILLY Design	66833-1099/	Registered 18 Int., 25 Int., 28 Int.	878909 09-Sep-2005	878909 09-Sep-2005
WORLD INDUSTRIES	66833-1125/	Renewed 18 Int., 25 Int., 28 Int.	39807272.8 11-Feb-1998	39807272 26-Oct-2000
WORLD INDUSTRIES & Design	66833-1136/	Registered 24 Int., 25 Int., 28 Int.	397013817 03-Apr-1997	39701381 14-Oct-1997

Country: Hong Kong

Trademark	Client-Matter #/SubCase	Status Class(es)	Application Number/Date	Registration Number/Date
FLAME BOY Design	66833-1042/	Registered 18 Int., 25 Int., 28 Int.	300442845 21-Jun-2005	300442845 21-Oct-2005
WET WILLY Design	66833-1041/	Registered 18 Int., 25 Int., 28 Int.	300442836 21-Jun-2005	300442836 21-Oct-2005

Country: Hungary

Trademark	Client-Matter #/SubCase	Status Class(es)	Application Number/Date	Registration Number/Date
FLAME BOY Design	66833-1075/	Registered 18 Int., 25 Int., 28 Int.	878908 09-Sep-2005	878908 09-Sep-2005
WET WILLY Design	66833-1100/	Registered 18 Int., 25 Int., 28 Int.	878909 09-Sep-2005	878909 09-Sep-2005
WORLD INDUSTRIES	66833-1215/	Registered 18 Int., 25 Int., 28 Int.	m0502334 12-Jul-2005	190247 03-Jul-2007
WORLD INDUSTRIES & Design	66833-1192/	Registered 18 Int., 25 Int., 28 Int.	m0502333 12-Jul-2005	187172 09-Nov-2006

Country: India

Trademark	Client-Matter #/SubCase	Status Class(es)	Application Number/Date	Registration Number/Date
WORLD INDUSTRIES	66833-1218/	Instructed 09 Int., 25 Int., 28 Int.		

Country: Int'l Registration - Madrid Agreement / Protocol

Trademark	Client-Matter #/SubCase	Status Class(es)	Application Number/Date	Registration Number/Date
FLAME BOY Design	66833-1066/	Registered 18 Int., 25 Int., 28 Int.	878908 09-Sep-2005	878908 09-Sep-2005
WET WILLY Design	66833-1091/	Registered 18 Int., 25 Int., 28 Int.	878909 09-Sep-2005	878909 09-Sep-2005

Country: Ireland

Trademark	Client-Matter #/SubCase	Status Class(es)	Application Number/Date	Registration Number/Date
FLAME BOY Design	66833-1076/	Registered 18 Int., 25 Int., 28 Int.	878908 09-Sep-2005	878908 09-Sep-2005
WET WILLY Design	66833-1101/	Registered 18 Int., 25 Int., 28 Int.	878909 09-Sep-2005	878909 09-Sep-2005

Country: Italy

Trademark	Client-Matter #/SubCase	Status Class(es)	Application Number/Date	Registration Number/Date
FLAME BOY Design	66833-1077/	Registered 18 Int., 25 Int., 28 Int.	878908 09-Sep-2005	878908 09-Sep-2005
WET WILLY Design	66833-1102/	Registered 18 Int., 25 Int., 28 Int.	878909 09-Sep-2005	878909 09-Sep-2005
WORLD INDUSTRIES	66833-1173/	Registered 25 Int., 28 Int.	T098C000674 02-Mar-1998	815555 30-May-2000

Country: Japan

Trademark	Client-Matter #/SubCase	Status Class(es)	Application Number/Date	Registration Number/Date
FLAME BOY Design	66833-1078/	Registered 18 Int., 25 Int., 28 Int.	878908 09-Sep-2005	878908 09-Sep-2005
FLAMEBOY	66833-1217/	Registered 09 Int.	2009-047238 23-Jun-2009	5275287 23-Oct-2009
FLAMEBOY	66833-1206/	Pending 09 Int., 18 Int., 25 Int., 28 Int.	2008-034243 01-May-2008	
W WORLD INDUSTRIES & Design	66833-1183/	Renewed 25 Int.	H06-031019 29-Mar-1994	3311036 23-May-1997
W WORLD INDUSTRIES Design	66833-1184/	Renewed 28 Int.	H06-031020 29-Mar-1994	3262878 24-Feb-1997
WET WILLY	66833-1216/	Registered 09 Int.	2009-047239 23-Jun-2009	5275288 23-Oct-2009
WET WILLY	66833-1205/	Pending 09 Int., 18 Int., 25 Int., 28 Int.	2008-034242 01-May-2008	
WET WILLY Design	66833-1103/	Registered 18 Int., 25 Int., 28 Int.	878909 09-Sep-2005	878909 09-Sep-2005
WORLD INDUSTRIES	66833-1145/	Registered 28 Int.	26013/1994 16-Mar-1994	3232357 25-Dec-1996
WORLD INDUSTRIES	66833-1144/	Registered 25 Int.	26012/1994 16-Mar-1994	3271235 12-Mar-1997
WORLD INDUSTRIES & Design	66833-1146/	Renewed 18 Int.	115374/1997 12-May-1997	4262900 23-Oct-1998
WORLD INDUSTRIES & Design	66833-1151/	Renewed 09 Int., 14 Int., 16 Int., 21 Int., 34 Int.	115372/1997 12-May-1997	4211518 13-Nov-1998

Country: Korea, Republic of

Trademark	Client-Matter #/SubCase	Status Class(es)	Application Number/Date	Registration Number/Date
FLAME BOY Design	66833-1079/	Registered 18 Int., 25 Int., 28 Int.	878908 09-Sep-2005	878908 27-Jul-2007
WET WILLY Design	66833-1104/	Registered 18 Int., 25 Int., 28 Int.	878909 09-Sep-2005	878909 27-Jul-2007
WORLD INDUSTRIES	66833-1149/	Registered 28 Int.	98-0002724 04-Feb-1998	439525 27-Jan-1999

Country: Kosovo

Trademark	Client-Matter #/SubCase	Status Class(es)	Application Number/Date	Registration Number/Date
FLAMEBOY Design	66833-1213/	Pending 18 Int., 25 Int., 28 Int.	6797 10-Nov-2008	
WET WILLY Design	66833-1214/	Pending 18 Int., 25 Int., 28 Int.	6784 10-Nov-2008	
WORLD INDUSTRIES	66833-1211/	Pending 03 Int., 09 Int., 14 Int., 16 Int., 18 Int., 25 Int., 28 Int., 35 Int.	6799 10-Nov-2008	
WORLD INDUSTRIES & Design	66833-1212/	Pending 03 Int., 09 Int., 14 Int., 16 Int., 18 Int., 25 Int., 28 Int., 35 Int.	6798 10-Nov-2008	

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Country: Mexico

Trademark	Client-Matter #/SubCase	Status Class(es)	Application Number/Date	Registration Number/Date
FLAME BOY Design	66833-1045/	Registered 28 Int.	740347 20-Sep-2005	921204 24-Feb-2006
FLAME BOY Design	66833-1043/	Registered 18 Int.	740345 20-Sep-2005	931171 26-Apr-2006
WET WILLY Design	66833-1047/	Registered 18 Int.	740348 20-Sep-2005	931172 26-Apr-2006
WET WILLY Design	66833-1049/	Registered 28 Int.	740350 20-Sep-2005	921205 24-Feb-2006
WORLD INDUSTRIES	66833-1153/	Renewed 25 Int.	310525 10-Oct-1997	564836 26-Nov-1997
WORLD INDUSTRIES	66833-1128/	Registered 28 Int.	742031 28-Sep-2005	1019545 15-Jan-2008
WORLD INDUSTRIES & Design	66833-1133/	Renewed 25 Int.	310524 10-Oct-1997	565073 27-Nov-1997

Country: New Zealand

Trademark	Client-Matter #/SubCase	Status Class(es)	Application Number/Date	Registration Number/Date
DEVIL GIRL	66833-1053/	Registered 18 Int., 25 Int., 28 Int.	737935 28-Oct-2005	737935 04-May-2006
DEVIL GIRL Character Design	66833-1054/	Registered 18 Int., 25 Int., 28 Int.	737936 28-Oct-2005	737936 07-Jun-2007
FLAME BOY Design	66833-1052/	Registered 18 Int., 25 Int., 28 Int.	731252 16-Jun-2005	731252 22-Dec-2005
FLAMEBOY	66833-1208/	Registered 09 Int., 18 Int., 25 Int., 28 Int.	788496 30-Apr-2008	788496 13-Aug-2009
WET WILLY	66833-1207/	Registered 09 Int., 18 Int., 25 Int., 28 Int.	788494 30-Apr-2008	788494 13-Aug-2009
WET WILLY Design	66833-1051/	Registered 18 Int., 25 Int., 28 Int.	731250 16-Jun-2005	731250 22-Dec-2005
WORLD GIRL BY WORLD INDUSTRIES	66833-1055/	Registered 18 Int., 25 Int., 28 Int.	737937 28-Oct-2005	737937 04-May-2006
WORLD GIRL Logo & Design	66833-1056/	Registered 18 Int., 25 Int., 28 Int.	737977 31-Oct-2005	737977 08-Feb-2007
WORLD INDUSTRIES	66833-1155/	Registered 28 Int.	288011 04-Feb-1998	288011 11-Sep-1998
WORLD INDUSTRIES	66833-1154/	Registered 25 Int.	288010 04-Feb-1998	288010 11-Sep-1998

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Country: Norway

Trademark	Client-Matter #/SubCase	Status Class(es)	Application Number/Date	Registration Number/Date
FLAME BOY Design	66833-1080/	Registered 18 Int., 25 Int., 28 Int.	878908 09-Sep-2005	878908 09-Sep-2005
WET WILLY Design	66833-1105/	Registered 18 Int., 25 Int., 28 Int.	878909 09-Sep-2005	878909 09-Sep-2005

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Country: Philippines

Trademark	Client-Matter #/SubCase	Status Class(es)	Application Number/Date	Registration Number/Date
WORLD INDUSTRIES	66833-1135/	Pending 25 Int., 28 Int.	04-2006-013087 05-Dec-2006	

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Country: Poland

Trademark	Client-Matter #/SubCase	Status Class(es)	Application Number/Date	Registration Number/Date
FLAME BOY Design	66833-1081/	Registered 18 Int., 25 Int., 28 Int.	878908 09-Sep-2005	878908 09-Sep-2005
WET WILLY Design	66833-1106/	Registered 18 Int., 25 Int., 28 Int.	878909 09-Sep-2005	878909 09-Sep-2005

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Country: Portugal

Trademark	Client-Matter #/SubCase	Status Class(es)	Application Number/Date	Registration Number/Date
FLAME BOY Design	66833-1082/	Registered 18 Int., 25 Int., 28 Int.	878908 09-Sep-2005	878908 09-Sep-2005
WET WILLY Design	66833-1107/	Registered 18 Int., 25 Int., 28 Int.	878909 09-Sep-2005	878909 09-Sep-2005

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Country: Romania

Trademark	Client-Matter #/SubCase	Status Class(es)	Application Number/Date	Registration Number/Date
WORLD INDUSTRIES	66833-1057/	Registered 18 Int., 25 Int., 28 Int.	M200508849 17-Aug-2005	72388 07-Mar-2007

Country: Russian Federation

Trademark	Client-Matter #/SubCase	Status Class(es)	Application Number/Date	Registration Number/Date
FLAME BOY Design	66833-1083/	Registered 18 Int., 25 Int., 28 Int.	878908 09-Sep-2005	878908 09-Sep-2005
WET WILLY Design	66833-1108/	Registered 18 Int., 25 Int., 28 Int.	878909 09-Sep-2005	878909 09-Sep-2005

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Country: Singapore

Trademark	Client-Matter #/SubCase	Status Class(es)	Application Number/Date	Registration Number/Date
FLAME BOY Design	66833-1084/	Registered 18 Int.	T0607066H 09-Sep-2005	878908 09-Sep-2005
FLAME BOY Design	66833-1117/	Registered 28 Int.	T0607068D 09-Sep-2005	878908 09-Sep-2005
FLAME BOY Design	66833-1116/	Registered 25 Int.	T0607067F 09-Sep-2005	878908 09-Sep-2005
WET WILLY Design	66833-1118/	Registered 25 Int.	T0607070F 09-Sep-2005	878909 09-Sep-2005
WET WILLY Design	66833-1109/	Registered 18 Int.	T0607069B 09-Sep-2005	878909 09-Sep-2005
WET WILLY Design	66833-1119/	Registered 28 Int.	T0607071D 09-Sep-2005	878909 09-Sep-2005

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Country: South Africa

Trademark	Client-Matter #/SubCase	Status Class(es)	Application Number/Date	Registration Number/Date
WORLD INDUSTRIES	66833-1138/	Registered	2005/06486	2005/06486
		25 Int.	04-Apr-2005	13-Jan-2009
WORLD INDUSTRIES	66833-1137/	Registered	2005/06487	2005/06487
		28 Int.	04-Apr-2005	13-Jan-2009

Country: Spain

Trademark	Client-Matter #/SubCase	Status Class(es)	Application Number/Date	Registration Number/Date
FLAME BOY Design	66833-1085/	Registered 18 Int., 25 Int., 28 Int.	878908 09-Sep-2005	878908 09-Sep-2005
WET WILLY Design	66833-1110/	Registered 18 Int., 25 Int., 28 Int.	878909 09-Sep-2005	878909 09-Sep-2005
WORLD INDUSTRIES	66833-1147/	Registered 25 Int., 28 Int.	2511993 08-Nov-2002	2511993 23-Mar-2004

Country: Sweden

Trademark	Client-Matter #/SubCase	Status Class(es)	Application Number/Date	Registration Number/Date
FLAME BOY Design	66833-1086/	Registered 18 Int., 25 Int., 28 Int.	878908 09-Sep-2005	878908 09-Sep-2005
WET WILLY Design	66833-1111/	Registered 18 Int., 25 Int., 28 Int.	878909 09-Sep-2005	878909 09-Sep-2005
WORLD INDUSTRIES	66833-1157/	Renewed 25 Int., 28 Int.	98-00716 29-Jan-1998	328009 31-Jul-1998

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Country: Switzerland

Trademark	Client-Matter #/SubCase	Status Class(es)	Application Number/Date	Registration Number/Date
FLAME BOY Design	66833-1087/	Registered 18 Int., 25 Int., 28 Int.	878908 09-Sep-2005	878908 09-Sep-2005
WET WILLY Design	66833-1112/	Registered 18 Int., 25 Int., 28 Int.	878909 09-Sep-2005	878909 09-Sep-2005
WORLD INDUSTRIES & Design	66833-1134/	Renewed 25 Int., 28 Int.	846/1998 03-Feb-1998	454857 03-Nov-1998

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Country: Taiwan

Trademark	Client-Matter #/SubCase	Status Class(es)	Application Number/Date	Registration Number/Date
FLAMEBOY Design	66833-1059/	Registered 18 Int., 25 Int., 28 Int.	94040455 23-Aug-2005	01215652 16-Jun-2006
WET WILLY Design	66833-1058/	Registered 18 Int., 25 Int., 28 Int.	94040454 23-Aug-2005	01215651 16-Jun-2006

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Country: Turkey

Trademark	Client-Matter #/SubCase	Status Class(es)	Application Number/Date	Registration Number/Date
FLAME BOY Design	66833-1088/	Registered 18 Int., 25 Int., 28 Int.	878908 09-Sep-2005	200621592 09-Sep-2005
WET WILLY Design	66833-1113/	Registered 18 Int., 25 Int., 28 Int.	878909 09-Sep-2005	200621591 09-Sep-2005
WORLD INDUSTRIES	66833-1127/	Registered 25 Int., 28 Int.	2005/36551 29-Aug-2005	2005 36551 18-Jan-2008

Country: United Kingdom

Trademark	Client-Matter #/SubCase	Status Class(es)	Application Number/Date	Registration Number/Date
FLAME BOY Design	66833-1089/	Registered 18 Int., 25 Int., 28 Int.	878908 09-Sep-2005	878908 09-Sep-2005
WET WILLY Design	66833-1114/	Registered 18 Int., 25 Int., 28 Int.	878909 09-Sep-2005	878909 09-Sep-2005
WORLD INDUSTRIES	66833-1158/	Renewed 25 Int., 28 Int.	2156541 27-Jan-1998	2156541 23-Nov-2001
WORLD INDUSTRIES & Design	66833-1174/	Renewed 25 Int., 28 Int.	2194227 10-Apr-1999	2194227 17-Sep-1999

Country: United States of America

Trademark	Client-Matter #/SubCase	Status Class(es)	Application Number/Date	Registration Number/Date
FLAME BOY Design	66833-1090/	Registered 18 Int., 25 Int., 28 Int.	79/021598 09-Sep-2005	3245131 22-May-2007
FLAMEBOY	66833-1002/	Published 09 Int., 18 Int., 25 Int., 28 Int.	77/257145 16-Aug-2007	
KIT	66833-1219/	Unfiled		
WET WILLY	66833-1001/	Published 09 Int., 18 Int., 25 Int., 28 Int.	77/257141 16-Aug-2007	
WET WILLY Design	66833-1115/	Registered 18 Int., 25 Int., 28 Int.	79/021599 09-Sep-2005	3233660 24-Apr-2007
WORLD INDUSTRIES	66833-1120/	Published 03 Int., 09 Int., 14 Int., 16 Int., 18 Int., 25 Int., 28 Int., 35 Int.	77/162323 20-Apr-2007	
WORLD INDUSTRIES	66833-1122/	Renewed 18 Int., 25 Int., 28 Int.	75/118800 14-Jun-1996	2099036 23-Sep-1997
WORLD INDUSTRIES	66833-1171/	Registered 25 Int.	77/188918 23-May-2007	3493530 26-Aug-2008
WORLD INDUSTRIES & Design	66833-1121/	Published 03 Int., 09 Int., 14 Int., 16 Int., 18 Int., 25 Int., 28 Int., 35 Int.	77/162329 20-Apr-2007	
WORLD INDUSTRIES & Design	66833-1172/	Registered 25 Int.	77/188924 23-May-2007	3577053 17-Feb-2009
WORLD INDUSTRIES & Design	66833-1123/	Renewed 18 Int., 25 Int., 28 Int.	75/118816 14-Jun-1996	2101100 30-Sep-1997

Country: Venezuela

Trademark	Client-Matter #/SubCase	Status Class(es)	Application Number/Date	Registration Number/Date
FLAMEBOY Design	66833-1065/	Registered 28 Int.	2005-013745 23-Jun-2005	P-273749 04-Sep-2006
FLAMEBOY Design	66833-1063/	Registered 18 Int.	2005-013743 23-Jun-2005	P-273747 04-Sep-2006
FLAMEBOY Design	66833-1064/	Registered 25 Int.	2005-013744 23-Jun-2005	P-273748 04-Sep-2006
WET WILLY Design	66833-1062/	Registered 28 Int.	2005-013742 23-Jun-2005	P-273746 04-Sep-2006
WET WILLY Design	66833-1061/	Registered 25 Int.	2005-013735 23-Jun-2005	P-273744 04-Sep-2006
WET WILLY Design	66833-1060/	Registered 18 Int.	2005-013736 23-Jun-2005	P-273745 04-Sep-2006
WORLD INDUSTRIES	66833-1132/	Registered 28 Int.	2004-006910 13-May-2004	P-260082 15-Apr-2005
WORLD INDUSTRIES	66833-1141/	Published 25 Int.	2004-006911 13-May-2004	



SECURITY AGREEMENT

This Security Agreement is executed at Irvine, California on April 19, 2010 by Seven Wells, LLC, a California limited liability company (herein called "Debtor").

As security for the payment and performance of all of Debtor's obligations under the Loan Documents (as defined in the Business Loan Agreement ("Loan Agreement"), dated April 19, 2010, between Debtor and UNION BANK, N.A., (herein called "Bank"), regardless of the manner in which or the time at which such obligations arose or shall arise, whether direct or indirect, alone or with others, or absolute or contingent, Debtor hereby grants a continuing security interest in, and assigns and transfers to Bank, the following personal property, whether or not delivered to or in the possession or control of Bank or its agents, and whether now or hereafter owned or in existence, and all proceeds thereof (hereinafter called the "Collateral"):

All present and hereafter acquired personal property including but not limited to all accounts, chattel paper, instruments, contract rights, general intangibles, goods, equipment, inventory, documents, certificates of title, deposit accounts, returned or repossessed goods, fixtures, commercial tort claims, insurance claims, rights and policies, letter of credit rights, investment property, supporting obligations, and the proceeds, products, parts, accessories, attachments, accessions, replacements, substitutions, additions, and improvements of or to each of the foregoing.

All trademark and service mark rights, whether registered or not, applications to register and registrations of the same and like protections and the entire goodwill of the business of Debtor connected with and symbolized by such trademarks, including without limitation those set forth on Schedule A attached hereto ("Trademarks"); and all amendments, renewals and extensions of any of the Trademarks; all supporting obligations; and all proceeds, including insurance proceeds, of any of the foregoing.

Entities executing this Security Agreement as Debtor agree not to change their state of organization, principal place of business (if a general partnership or other nonregistered entity) or name, as identified below, without Bank's prior written consent:

LEGAL NAME OF DEBTOR

STATE OF ORGANIZATION / PRINCIPAL PLACE OF BUSINESS

Seven Wells, LLC

State of California

AGREEMENT

- 1. The term "credit" or "indebtedness" is used throughout this Agreement in its broadest and most comprehensive sense. Credit may be granted at the request of any one Debtor without further authorization by or notice to any other Debtor. Collateral shall be security for all nonconsumer indebtedness of Debtor to Bank under the Loan Agreement in accordance with the terms and conditions herein.
2. Debtor will: (a) pay when due all indebtedness to Bank; (b) execute such other documents and do such other acts and things as Bank may from time to time require to establish and maintain a valid perfected security interest in Collateral, including payment of all costs and fees in connection with any of the foregoing when deemed necessary by Bank; (c) furnish Bank such information concerning Debtor and Collateral as Bank may from time to time request, including but not limited to current financial statements; (d) keep Collateral separate and identifiable where such Collateral is currently located and permit Bank and its representatives to inspect Collateral and/or records pertaining thereto from time to time during normal business hours; (e) not sell, assign or create or permit to exist any lien on or security interest in Collateral in favor of anyone other than Bank unless Bank consents thereto in writing and at Debtor's expense upon Bank's request remove any unauthorized lien or security interest and defend any claim affecting the Collateral; (f) pay all charges against Collateral prior to delinquency including but not limited to taxes, assessments, encumbrances, insurance and diverse claims, and upon Debtor's failure to do so Bank may pay any such charge as it deems necessary and add the amount paid to the indebtedness of Debtor hereunder; (g) protect, defend and maintain the Collateral and the perfected security interest of Bank and initiate, commence and maintain any action or proceeding to protect the Collateral; (h) reimburse Bank for any expenses, including but not limited to reasonable attorneys' fees and expenses (including the allocated costs of Bank's in-house counsel and legal staff) incurred by Bank in seeking to protect, collect or enforce any rights in Collateral; (i) when required, provide insurance in form and amounts and with companies acceptable to Bank and when required, assign the policies or the rights thereunder to Bank; (j) maintain Collateral in good condition and not use Collateral for any unlawful purpose; (k) perform all of the obligations of the Debtor under the Collateral and save Bank harmless from the consequence of any failure to do so; and (l) following the occurrence of an Event of Default which remains uncured at its own expense, upon request of Bank, notify any parties obligated to Debtor on any Collateral to make payment to Bank and Debtor hereby irrevocably grants Bank power of attorney to make said notifications and collections. Debtor hereby appoints Bank the true and lawful attorney of Debtor and authorizes Bank to perform any and all acts which Bank in good faith deems necessary for the protection and preservation of Collateral or its value or Bank's perfected security interest therein, including transferring any Collateral into its own name and receiving the income thereon as additional security hereunder. Bank does not assume any of the obligations arising under the Collateral. Notwithstanding anything to the contrary set forth in this Agreement, Bank acknowledges the security interest of CIT in and to certain of the Collateral.
3. Debtor warrants that: (a) it is and will be the lawful owner of all Collateral free of all claims, liens, encumbrances and setoffs whatsoever, other than the security interest granted pursuant hereto; (b) it has the capacity to grant a security interest in Collateral to Bank; (c) all information furnished by Debtor to Bank heretofore or hereafter, whether oral or written, is and will be correct and true as of the date given; and (d) if Debtor is an entity, the execution, delivery and performance hereof are within its powers and have been duly authorized.
4. The term default; as used herein, "default" or "Event of Default" means Event of Default as is defined in the Loan Agreement.
5. Whenever a default exists, Bank, at its option, may: (a) without notice accelerate the maturity of any part or all of the indebtedness and terminate any agreement for the granting of further credit to Debtor; (b) sell, lease or otherwise dispose of Collateral at public or private sale; (c) transfer any Collateral into its own name or that of its nominee; (d) retain Collateral in satisfaction of obligations secured hereby, with notice of such retention sent to Debtor as required by law; (e) notify any parties obligated on any Collateral consisting of accounts, instruments, chattel paper, choses in action or the like to make payment to Bank and enforce collection of any Collateral; (f) file any action or proceeding which Bank may deem necessary or appropriate to protect and preserve the right, title and interest of the Bank in the Collateral; (g) require Debtor to assemble and deliver any Collateral to Bank at a reasonably convenient place designated by Bank; (h) apply all sums received or collected from or on account of Collateral, including the proceeds of any sale thereof, to the payment of the costs and expenses incurred in preserving and enforcing rights of Bank, including reasonable attorneys' fees (including the allocated costs of Bank's in-house counsel and legal staff), and indebtedness secured hereby in such order and manner as Bank in its sole discretion determines; Bank shall account to Debtor for any surplus remaining thereafter, and shall pay such surplus to the party entitled thereto, including any second secured party who has made a proper demand upon Bank and has furnished proof to Bank as requested in the manner provided by law; in like manner, Debtor agrees to pay to Bank without demand any deficiency after any Collateral has been disposed of and proceeds applied as aforesaid; and (i) exercise its banker's lien or right of setoff in the same manner as though the credit were unsecured. Bank shall have all the rights and remedies of a secured party under the Uniform Commercial Code of California and in any jurisdiction where enforcement is sought, whether in said state or elsewhere. All rights, powers and remedies of Bank hereunder shall be cumulative and not alternative. No delay on the part of Bank in the exercise of any right or remedy shall constitute a waiver thereof and no exercise by Bank of any right or remedy shall preclude the exercise of any other right or remedy or further exercise of the same remedy.

6. Debtor waives: (a) all right to require Bank to proceed against any other person including any other Debtor hereunder or to apply any Collateral Bank may hold at any time or to pursue any other remedy; Collateral, endorsers or guarantors may be released, substituted or added without affecting the liability of Debtor hereunder; (b) the defense of the Statute of Limitations in any action upon any obligations of Debtor secured hereby; (c) any right of subrogation and any right to participate in Collateral until all obligations secured hereby have been paid in full; (d) to the fullest extent permitted by law, any right to oppose the appointment of a receiver or similar official to operate Debtor's business.

7. The right of Bank to have recourse against Collateral shall not be affected in any way by the fact that the credit is secured by a mortgage, deed of trust or other lien upon real property.

8. The security interest granted herein is irrevocable and shall remain in full force and effect until there is payment in full of the indebtedness or the security interest is released in writing by Bank.

9. Debtor shall be obligated to request the release, reassignment or return of Collateral after the payment in full of all existing obligations. Bank shall be under no duty or obligation to release, reassign or return any Collateral except upon the express written request of Debtor and then only where all of Debtor's obligations hereunder have been paid in full.

10. If more than one Debtor executes this Agreement, the obligations hereunder are joint and several. All words used herein in the singular shall be deemed to have been used in the plural when the context and construction so require. Any married person who signs this Agreement expressly agrees that recourse may be had against his/her separate property for all of his/her obligations to Bank.

11. This Agreement shall inure to the benefit of and bind Bank, its successors and assigns and each of the undersigned, their respective heirs, executors, administrators and successors in interest. Upon transfer by Bank of any part of the obligations secured hereby, Bank shall be fully discharged from any liability with respect to Collateral transferred therewith.

12. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but, if any provision of this Agreement shall be prohibited or invalid under applicable law, such provisions shall be ineffective to the extent of such prohibition or invalidity without invalidating the remainder of such or the remaining provisions of this Agreement.

The grant of a security interest in proceeds does not imply the right of Debtor to sell or dispose of any Collateral without the express consent in writing by Bank.

"Debtor"

Seven Wells, LLC, a California limited liability company

By: 

Title: _____

ok
L.A.

Schedule A to Security Agreement dated April 19, 2010

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Trademark List by Country

Page: 1

Country: Argentina

Trademark	Client-Matter #/SubCase	Status Class(es)	Application Number/Date	Registration Number/Date
FLAME BOY Design	66833-1006/	Registered 18 Int.	2599954 28-Jun-2005	2116250 25-Sep-2006
FLAME BOY Design	66833-1007/	Registered 25 Int.	2599955 28-Jun-2005	2116249 25-Sep-2007
FLAME BOY Design	66833-1008/	Registered 28 Int.	2599956 28-Jun-2005	2116248 25-Sep-2006
WET WILLY Design	66833-1004/	Registered 25 Int.	2599952 28-Jun-2005	2164874 19-Jun-2007
WET WILLY Design	66833-1005/	Registered 28 Int.	2599953 28-Jun-2005	2116326 25-Sep-2006
WET WILLY Design	66833-1003/	Registered 18 Int.	2599951 28-Jun-2005	2116316 25-Sep-2006
WORLD INDUSTRIES	66833-1159/	Registered 25 Int.	2186411 12-Nov-1998	1803168 25-Aug-2000

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Trademark List by Country

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Country: Australia

Trademark	Client-Matter #/SubCase	Status Class(es)	Application Number/Date	Registration Number/Date
DEVIL GIRL	66833-1014/	Registered 18 Int., 25 Int., 28 Int.	1082975 28-Oct-2005	1082975 19-Jun-2006
DEVIL GIRL Character Design	66833-1013/	Registered 18 Int., 25 Int., 28 Int.	1083006 28-Oct-2005	1083006 13-Jun-2006
FLAME BOY Design	66833-1010/	Registered 18 Int., 25 Int., 28 Int.	1060571 16-Jun-2005	1060571 23-Jan-2006
FLAMEBOY	66833-1194/	Registered 09 Int., 18 Int., 25 Int., 28 Int.	1238127 02-May-2008	1238127 24-Feb-2009
WET WILLY	66833-1193/	Registered 09 Int., 18 Int., 25 Int., 28 Int.	1238125 02-May-2008	1238125 24-Feb-2009
WET WILLY Design	66833-1009/	Registered 18 Int., 25 Int., 28 Int.	1060572 16-Jun-2005	1060572 23-Jan-2006
WORLD	66833-1161/	Renewed 25 Int.	344970 14-Apr-1980	344970 02-May-1983
WORLD GIRL BY WORLD INDUSTRIES	66833-1015/	Registered 18 Int., 25 Int., 28 Int.	1083005 28-Oct-2005	1083005 13-Jun-2006
WORLD GIRL Logo & Design	66833-1016/	Registered 18 Int., 25 Int., 28 Int.	1083170 31-Oct-2005	1083170 13-Jun-2006
WORLD INDUSTRIES	66833-1160/	Renewed 25 Int., 28 Int.	753881 29-Jan-1998	753881 27-Oct-2000
WORLD INDUSTRIES	66833-1011/	Registered 09 Int.	1052923 25-Apr-2005	1052923 18-Dec-2006
WORLD INDUSTRIES	66833-1012/	Registered 12 Int., 16 Int., 28 Int.	1009978 07-Jul-2004	1009978 05-Sep-2005



Country: Austria

Trademark	Client-Matter #/SubCase	Status Class(es)	Application Number/Date	Registration Number/Date
FLAME BOY Design	66833-1067/	Registered 18 Int., 25 Int., 28 Int.	878908 09-Sep-2005	878908 09-Sep-2005
WET WILLY Design	66833-1092/	Registered 18 Int., 25 Int., 28 Int.	878909 09-Sep-2005	878909 09-Sep-2005
WORLD INDUSTRIES	66833-1140/	Registered 18 Int., 25 Int., 28 Int.	AM 3308/2002 21-May-2002	211553 06-Aug-2003
WORLD INDUSTRIES & Design	66833-1139/	Registered 18 Int., 25 Int., 28 Int.	AM 219/2003 15-Jan-2003	213582 12-Nov-2003



Country: Benelux

Trademark	Client-Matter #/SubCase	Status Class(es)	Application Number/Date	Registration Number/Date
FLAME BOY Design	66833-1068/	Registered 18 Int., 25 Int., 28 Int.	878908 09-Sep-2005	878908 09-Sep-2005
WET WILLY Design	66833-1093/	Registered 18 Int., 25 Int., 28 Int.	878909 09-Sep-2005	878909 09-Sep-2005
WORLD INDUSTRIES	66833-1162/	Renewed 18 Int., 25 Int., 28 Int.	909208 29-Jan-1998	631767 01-May-1999

Country: Brazil

Trademark	Client-Matter #/SubCase	Status Class(es)	Application Number/Date	Registration Number/Date
FLAME BOY Design	66833-1022/	Published 28 Int.	827688962 17-Aug-2005	
FLAME BOY Design	66833-1021/	Published 25 Int.	827688970 17-Aug-2005	
FLAME BOY Design	66833-1020/	Published 18 Int.	827688997 17-Aug-2005	
WET WILLY Design	66833-1017/	Published 18 Int.	827689047 17-Aug-2005	
WET WILLY Design	66833-1018/	Published 25 Int.	827689020 17-Aug-2005	
WET WILLY Design	66833-1019/	Published 28 Int.	827689004 17-Aug-2005	
WORLD INDUSTRIES	66833-1176/	Registered 18 Int.	200030124 22-Jan-1998	200030124 15-Oct-2002
WORLD INDUSTRIES	66833-1175/	Registered 25 Int.	82050870 22-Jan-1998	82050870 15-Oct-2002
WORLD INDUSTRIES	66833-1143/	Registered 28 Int.	82050888 22-Jan-1998	82050888 11-Nov-2002

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Country: Canada

Trademark	Client-Matter #/SubCase	Status Class(es)	Application Number/Date	Registration Number/Date
FLAME BOY Design	66833-1191/	Registered 00 Multiclass	1262036 21-Jun-2005	TMA673187 22-Sep-2006
FLAMEBOY	66833-1196/	Pending 00 Multiclass	1399443 12-Jun-2008	
FLAMEBOY & Design	66833-1209/	Registered 00 Multiclass	1262046 21-Jun-2005	732228 13-Jan-2009
WET WILLY	66833-1195/	Pending 00 Multiclass	1399442 12-Jun-2008	
WET WILLY & Design	66833-1210/	Registered 00 Multiclass	1262037 21-Jun-2005	732229 13-Jan-2009
WET WILLY Design	66833-1190/	Registered 00 Multiclass	1262047 21-Jun-2005	TMA673186 22-Sep-2006
WORLD INDUSTRIES	66833-1163/	Registered 00 Multiclass	869654 18-Feb-1998	TMA509337 15-Mar-1999

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Country: Chile

Trademark	Client-Matter #/SubCase	Status Class(es)	Application Number/Date	Registration Number/Date
FLAME BOY Design	66833-1027/	Registered 25 Int.	692792 23-Jun-2005	746.581 16-Jan-2006
FLAME BOY Design	66833-1026/	Registered 18 Int.	692791 23-Jun-2005	746.582 16-Jan-2006
FLAME BOY Design	66833-1028/	Registered 28 Int.	692793 23-Jun-2005	746.580 16-Jan-2006
WET WILLY Design	66833-1023/	Registered 18 Int.	692788 23-Jun-2005	746.093 12-Jan-2006
WET WILLY Design	66833-1025/	Registered 28 Int.	692790 23-Jun-2005	746.583 16-Jan-2006
WET WILLY Design	66833-1024/	Registered 25 Int.	692789 23-Jun-2005	746.092 12-Jan-2006
WORLD INDUSTRIES & Design	66833-1189/	Registered 18 Int.	787538 05-Sep-2007	826896 09-Sep-2008
WORLD INDUSTRIES & Design	66833-1130/	Registered 25 Int.	433313	542075 04-Jun-1999
WORLD INDUSTRIES & Design	66833-1164/	Registered 28 Int.	433314	542076 04-Jun-1999

Country: China (People's Republic)

Trademark	Client-Matter #/SubCase	Status Class(es)	Application Number/Date	Registration Number/Date
FLAME BOY Design	66833-1069/	Registered 18 Int., 25 Int., 28 Int.	878908 09-Sep-2005	878908 09-Sep-2005
FLAMEBOY	66833-1201/	Pending 25 Int.	6775806 10-Jun-2008	
FLAMEBOY	66833-1200/	Pending 18 Int.	6775805 10-Jun-2008	
FLAMEBOY	66833-1202/	Pending 28 Int.	6775807 10-Jun-2008	
WET WILLY	66833-1197/	Pending 18 Int.	6775808 10-Jun-2008	
WET WILLY	66833-1199/	Pending 28 Int.	6775810 10-Jun-2008	
WET WILLY	66833-1198/	Pending 25 Int.	6775809 10-Jun-2008	
WET WILLY Design	66833-1094/	Registered 18 Int., 25 Int., 28 Int.	878909 09-Sep-2005	878909 09-Sep-2005
WORLD INDUSTRIES & Design	66833-1131/	Registered 25 Int.	4709055 09-Jun-2005	4709055 14-Sep-2009
WORLD INDUSTRIES & Design	66833-1142/	Registered 28 Int.	4709054 09-Jun-2005	4709054 28-Feb-2009

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Country: Colombia

Trademark	Client-Matter #/SubCase	Status Class(es)	Application Number/Date	Registration Number/Date
FLAME BOY Design	66833-1034/	Registered 28 Int.	05-106337 19-Oct-2005	314678 18-May-2006
FLAME BOY Design	66833-1033/	Registered 25 Int.	05-106331 19-Oct-2005	314681 18-May-2006
FLAME BOY Design	66833-1032/	Registered 18 Int.	05-106333 19-Oct-2005	314680 18-May-2006
WET WILLY Design	66833-1030/	Registered 25 Int.	05-106330 19-Oct-2005	314671 18-May-2006
WET WILLY Design	66833-1029/	Registered 18 Int.	05-106334 19-Oct-2005	314679 18-May-2006
WET WILLY Design	66833-1031/	Registered 28 Int.	05-106336 19-Oct-2005	315711 30-May-2006

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Trademark List by Country

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Country: Costa Rica

Trademark	Client-Matter #/SubCase	Status Class(es)	Application Number/Date	Registration Number/Date
FLAMEBOY Design	66833-1039/	Registered 25 Int.	2005-0004707 23-Jun-2005	157717 04-Apr-2006
FLAMEBOY Design	66833-1038/	Registered 18 Int.	2005-0004708 23-Jun-2005	157718 04-Apr-2006
FLAMEBOY Design	66833-1040/	Registered 28 Int.	2005-0004706 23-Jun-2005	157124 14-Mar-2006
WET WILLY Design	66833-1035/	Registered 18 Int.	2005-0004711 23-Jun-2005	157421 20-Mar-2006
WET WILLY Design	66833-1036/	Registered 25 Int.	2005-0004709 23-Jun-2005	157307 20-Mar-2006
WET WILLY Design	66833-1037/	Registered 28 Int.	2005-0004710 23-Jun-2005	157116 13-Mar-2006



Country: Czech Republic

Trademark	Client-Matter #/SubCase	Status Class(es)	Application Number/Date	Registration Number/Date
FLAME BOY Design	66833-1070/	Registered 18 Int., 25 Int., 28 Int.	878908 09-Sep-2005	878908 09-Sep-2005
WET WILLY Design	66833-1095/	Registered 18 Int., 25 Int., 28 Int.	878909 09-Sep-2005	878909 09-Sep-2005
WORLD INDUSTRIES & Design	66833-1148/	Registered 25 Int., 28 Int., 35 Int.	189038 21-Feb-2003	259098 08-Mar-2004



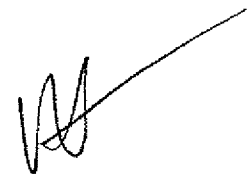
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Trademark List by Country

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Country: Denmark

Trademark	Client-Matter #/SubCase	Status Class(es)	Application Number/Date	Registration Number/Date
FLAME BOY Design	66833-1071/	Registered 18 Int., 25 Int., 28 Int.	878908 09-Sep-2005	878908 09-Sep-2005
WET WILLY Design	66833-1096/	Registered 18 Int., 25 Int., 28 Int.	878909 09-Sep-2005	878909 09-Sep-2005
WORLD INDUSTRIES	66833-1166/	Registered 08 Int., 25 Int., 28 Int.	VA200204237 29-Oct-2002	VR200300837 10-Mar-2003



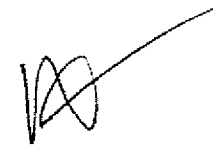
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Trademark List by Country

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Country: Ecuador

Trademark	Client-Matter #/SubCase	Status Class(es)	Application Number/Date	Registration Number/Date
WORLD INDUSTRIES	66833-1126/	Published 25 Int.	153058 26-Jan-2005	
WORLD INDUSTRIES	66833-1129/	Registered 28 Int.	153057 26-Jan-2005	200-06 26-Dec-2005



Country: European Community

Trademark	Client-Matter #/SubCase	Status Class(es)	Application Number/Date	Registration Number/Date
FLAMEBOY	66833-1204/	Registered 09 Int., 18 Int., 25 Int., 28 Int.	006902845 13-May-2008	006902845 27-May-2009
WET WILLY	66833-1203/	Registered 09 Int., 18 Int., 25 Int., 28 Int.	006903744 13-May-2008	006903744 07-Apr-2009
WORLD INDUSTRIES	66833-1165/	Registered 18 Int., 25 Int., 28 Int.	003112059 28-Mar-2003	003112059 15-Nov-2004
WORLD INDUSTRIES & Design	66833-1156/	Registered 18 Int., 25 Int., 28 Int.	003113792 28-Mar-2003	003113792 20-Jul-2004



Country: Finland

Trademark	Client-Matter #/SubCase	Status Class(es)	Application Number/Date	Registration Number/Date
FLAME BOY Design	66833-1072/	Registered 18 Int., 25 Int., 28 Int.	878908 09-Sep-2005	878908 09-Sep-2005
WET WILLY Design	66833-1097/	Registered 18 Int., 25 Int., 28 Int.	878909 09-Sep-2005	878909 09-Sep-2005



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Country: France

Trademark	Client-Matter #/SubCase	Status Class(es)	Application Number/Date	Registration Number/Date
FLAME BOY Design	66833-1073/	Registered 18 Int., 25 Int., 28 Int.	878908 09-Sep-2005	878908 09-Sep-2005
WET WILLY Design	66833-1098/	Registered 18 Int., 25 Int., 28 Int.	878909 09-Sep-2005	878909 09-Sep-2005
WORLD INDUSTRIES	66833-1152/	Renewed 25 Int., 28 Int.	98716345 04-Feb-1998	98716345 17-Jul-1998



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Trademark List by Country

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Country: Germany

Trademark	Client-Matter #/SubCase	Status Class(es)	Application Number/Date	Registration Number/Date
FLAME BOY Design	66833-1074/	Registered 18 Int., 25 Int., 28 Int.	878908 09-Sep-2005	878908 09-Sep-2005
WET WILLY Design	66833-1099/	Registered 18 Int., 25 Int., 28 Int.	878909 09-Sep-2005	878909 09-Sep-2005
WORLD INDUSTRIES	66833-1125/	Renewed 18 Int., 25 Int., 28 Int.	39807272.8 11-Feb-1998	39807272 26-Oct-2000
WORLD INDUSTRIES & Design	66833-1136/	Registered 24 Int., 25 Int., 28 Int.	397013817 03-Apr-1997	39701381 14-Oct-1997

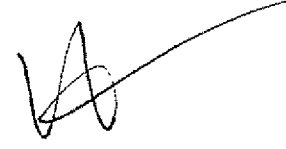
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Trademark List by Country

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Country: Hong Kong

Trademark	Client-Matter #/SubCase	Status Class(es)	Application Number/Date	Registration Number/Date
FLAME BOY Design	66833-1042/	Registered 18 Int., 25 Int., 28 Int.	300442845 21-Jun-2005	300442845 21-Oct-2005
WET WILLY Design	66833-1041/	Registered 18 Int., 25 Int., 28 Int.	300442836 21-Jun-2005	300442836 21-Oct-2005



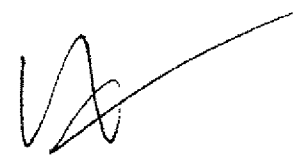
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Trademark List by Country

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Country: Hungary

Trademark	Client-Matter #/SubCase	Status Class(es)	Application Number/Date	Registration Number/Date
FLAME BOY Design	66833-1075/	Registered 18 Int., 25 Int., 28 Int.	878908 09-Sep-2005	878908 09-Sep-2005
WET WILLY Design	66833-1100/	Registered 18 Int., 25 Int., 28 Int.	878909 09-Sep-2005	878909 09-Sep-2005
WORLD INDUSTRIES	66833-1215/	Registered 18 Int., 25 Int., 28 Int.	m0502334 12-Jul-2005	190247 03-Jul-2007
WORLD INDUSTRIES & Design	66833-1192/	Registered 18 Int., 25 Int., 28 Int.	m0502333 12-Jul-2005	187172 09-Nov-2006



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Trademark List by Country

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Country: India

Trademark	Client-Matter #/SubCase	Status Class(es)	Application Number/Date	Registration Number/Date
WORLD INDUSTRIES	66833-1218/	Instructed 09 Int., 25 Int., 28 Int.		



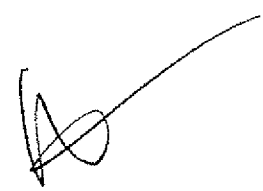
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Trademark List by Country

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Country: Int'l Registration - Madrid Agreement / Protocol

Trademark	Client-Matter #/SubCase	Status Class(es)	Application Number/Date	Registration Number/Date
FLAME BOY Design	66833-1066/	Registered 18 Int., 25 Int., 28 Int.	878908 09-Sep-2005	878908 09-Sep-2005
WET WILLY Design	66833-1091/	Registered 18 Int., 25 Int., 28 Int.	878909 09-Sep-2005	878909 09-Sep-2005



Country: Ireland

Trademark	Client-Matter #/SubCase	Status Class(es)	Application Number/Date	Registration Number/Date
FLAME BOY Design	66833-1076/	Registered 18 Int., 25 Int., 28 Int.	878908 09-Sep-2005	878908 09-Sep-2005
WET WILLY Design	66833-1101/	Registered 18 Int., 25 Int., 28 Int.	878909 09-Sep-2005	878909 09-Sep-2005



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Trademark List by Country

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Country: Italy

Trademark	Client-Matter #/SubCase	Status Class(es)	Application Number/Date	Registration Number/Date
FLAME BOY Design	66833-1077/	Registered 18 Int., 25 Int., 28 Int.	878908 09-Sep-2005	878908 09-Sep-2005
WET WILLY Design	66833-1102/	Registered 18 Int., 25 Int., 28 Int.	878909 09-Sep-2005	878909 09-Sep-2005
WORLD INDUSTRIES	66833-1173/	Registered 25 Int., 28 Int.	T098C000674 02-Mar-1998	815555 30-May-2000



Country: Japan

Trademark	Client-Matter #/SubCase	Status Class(es)	Application Number/Date	Registration Number/Date
FLAME BOY Design	66833-1078/	Registered 18 Int., 25 Int., 28 Int.	878908 09-Sep-2005	878908 09-Sep-2005
FLAMEBOY	66833-1217/	Registered 09 Int.	2009-047238 23-Jun-2009	5275287 23-Oct-2009
FLAMEBOY	66833-1206/	Pending 09 Int., 18 Int., 25 Int., 28 Int.	2008-034243 01-May-2008	
W WORLD INDUSTRIES & Design	66833-1183/	Renewed 25 Int.	H06-031019 29-Mar-1994	3311036 23-May-1997
W WORLD INDUSTRIES Design	66833-1184/	Renewed 28 Int.	H06-031020 29-Mar-1994	3262878 24-Feb-1997
WET WILLY	66833-1216/	Registered 09 Int.	2009-047239 23-Jun-2009	5275288 23-Oct-2009
WET WILLY	66833-1205/	Pending 09 Int., 18 Int., 25 Int., 28 Int.	2008-034242 01-May-2008	
WET WILLY Design	66833-1103/	Registered 18 Int., 25 Int., 28 Int.	878909 09-Sep-2005	878909 09-Sep-2005
WORLD INDUSTRIES	66833-1145/	Registered 28 Int.	26013/1994 16-Mar-1994	3232357 25-Dec-1996
WORLD INDUSTRIES	66833-1144/	Registered 25 Int.	26012/1994 16-Mar-1994	3271235 12-Mar-1997
WORLD INDUSTRIES & Design	66833-1146/	Renewed 18 Int.	115374/1997 12-May-1997	4202900 23-Oct-1998
WORLD INDUSTRIES & Design	66833-1151/	Renewed 09 Int., 14 Int., 16 Int., 21 Int., 34 Int.	115372/1997 12-May-1997	4211518 13-Nov-1998

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Trademark List by Country

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Country: Korea, Republic of

Trademark	Client-Matter #/SubCase	Status Class(es)	Application Number/Date	Registration Number/Date
FLAME BOY Design	66833-1079/	Registered 18 Int., 25 Int., 28 Int.	878908 09-Sep-2005	878908 27-Jul-2007
WET WILLY Design	66833-1104/	Registered 18 Int., 25 Int., 28 Int.	878909 09-Sep-2005	878909 27-Jul-2007
WORLD INDUSTRIES	66833-1149/	Registered 28 Int.	98-0002724 04-Feb-1998	439525 27-Jan-1999



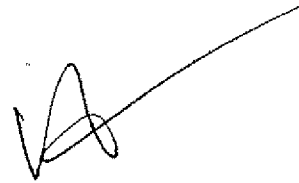
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Country: Kosovo

Trademark	Client-Matter #/SubCase	Status Class(es)	Application Number/Date	Registration Number/Date
FLAMEBOY Design	66833-1213/	Pending 18 Int., 25 Int., 28 Int.	6797 10-Nov-2008	
WET WILLY Design	66833-1214/	Pending 18 Int., 25 Int., 28 Int.	6784 10-Nov-2008	
WORLD INDUSTRIES	66833-1211/	Pending 03 Int., 09 Int., 14 Int., 16 Int., 18 Int., 25 Int., 28 Int., 35 Int.	6799 10-Nov-2008	
WORLD INDUSTRIES & Design	66833-1212/	Pending 03 Int., 09 Int., 14 Int., 16 Int., 18 Int., 25 Int., 28 Int., 35 Int.	6798 10-Nov-2008	




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Country: Mexico

Trademark	Client-Matter #/SubCase	Status Class(es)	Application Number/Date	Registration Number/Date
FLAME BOY Design	66833-1045/	Registered 28 Int.	740347 20-Sep-2005	921204 24-Feb-2006
FLAME BOY Design	66833-1043/	Registered 18 Int.	740345 20-Sep-2005	931171 26-Apr-2006
WET WILLY Design	66833-1047/	Registered 18 Int.	740348 20-Sep-2005	931172 26-Apr-2006
WET WILLY Design	66833-1049/	Registered 28 Int.	740350 20-Sep-2005	921205 24-Feb-2006
WORLD INDUSTRIES	66833-1153/	Renewed 25 Int.	310525 10-Oct-1997	564836 26-Nov-1997
WORLD INDUSTRIES	66833-1128/	Registered 28 Int.	742031 28-Sep-2005	1019545 15-Jan-2008
WORLD INDUSTRIES & Design	66833-1133/	Renewed 25 Int.	310524 10-Oct-1997	565073 27-Nov-1997



Country: New Zealand

Trademark	Client-Matter #/SubCase	Status Class(es)	Application Number/Date	Registration Number/Date
DEVIL GIRL	66833-1053/	Registered 18 Int., 25 Int., 28 Int.	737935 28-Oct-2005	737935 04-May-2006
DEVIL GIRL Character Design	66833-1054/	Registered 18 Int., 25 Int., 28 Int.	737936 28-Oct-2005	737936 07-Jun-2007
FLAME BOY Design	66833-1052/	Registered 18 Int., 25 Int., 28 Int.	731252 16-Jun-2005	731252 22-Dec-2005
FLAMEBOY	66833-1208/	Registered 09 Int., 18 Int., 25 Int., 28 Int.	788496 30-Apr-2008	788496 13-Aug-2009
WET WILLY	66833-1207/	Registered 09 Int., 18 Int., 25 Int., 28 Int.	788494 30-Apr-2008	788494 13-Aug-2009
WET WILLY Design	66833-1051/	Registered 18 Int., 25 Int., 28 Int.	731250 16-Jun-2005	731250 22-Dec-2005
WORLD GIRL BY WORLD INDUSTRIES	66833-1055/	Registered 18 Int., 25 Int., 28 Int.	737937 28-Oct-2005	737937 04-May-2006
WORLD GIRL Logo & Design	66833-1056/	Registered 18 Int., 25 Int., 28 Int.	737977 31-Oct-2005	737977 08-Feb-2007
WORLD INDUSTRIES	66833-1155/	Registered 28 Int.	288011 04-Feb-1998	288011 11-Sep-1998
WORLD INDUSTRIES	66833-1154/	Registered 25 Int.	288010 04-Feb-1998	288010 11-Sep-1998

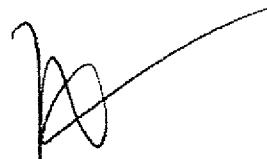
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Trademark List by Country

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Country: Norway

Trademark	Client-Matter #/SubCase	Status Class(es)	Application Number/Date	Registration Number/Date
FLAME BOY Design	66833-1080/	Registered 18 Int., 25 Int., 28 Int.	878908 09-Sep-2005	878908 09-Sep-2005
WET WILLY Design	66833-1105/	Registered 18 Int., 25 Int., 28 Int.	878909 09-Sep-2005	878909 09-Sep-2005



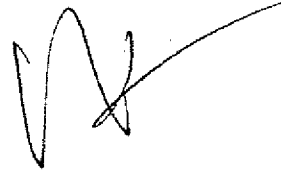
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Trademark List by Country

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Country: Philippines

Trademark	Client-Matter #/SubCase	Status Class(es)	Application Number/Date	Registration Number/Date
WORLD INDUSTRIES	66833-1135/	Pending 25 Int., 28 Int.	04-2006-013087 05-Dec-2006	



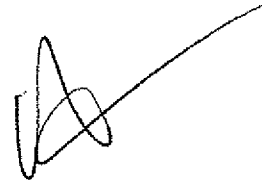
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Trademark List by Country

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Country: Poland

Trademark	Client-Matter #/SubCase	Status Class(es)	Application Number/Date	Registration Number/Date
FLAME BOY Design	66833-1081/	Registered 18 Int., 25 Int., 28 Int.	878908 09-Sep-2005	878908 09-Sep-2005
WET WILLY Design	66833-1106/	Registered 18 Int., 25 Int., 28 Int.	878909 09-Sep-2005	878909 09-Sep-2005



Country: Portugal

Trademark	Client-Matter #/SubCase	Status Class(es)	Application Number/Date	Registration Number/Date
FLAME BOY Design	66833-1082/	Registered 18 Int., 25 Int., 28 Int.	878908 09-Sep-2005	878908 09-Sep-2005
WET WILLY Design	66833-1107/	Registered 18 Int., 25 Int., 28 Int.	878909 09-Sep-2005	878909 09-Sep-2005



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Trademark List by Country

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Country: Romania

Trademark	Client-Matter #/SubCase	Status Class(es)	Application Number/Date	Registration Number/Date
WORLD INDUSTRIES	66833-1057/	Registered 18 Int., 25 Int., 28 Int.	M200508849 17-Aug-2005	72388 07-Mar-2007



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Trademark List by Country

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Country: Russian Federation

Trademark	Client-Matter #/SubCase	Status Class(es)	Application Number/Date	Registration Number/Date
FLAME BOY Design	66833-1083/	Registered 18 Int., 25 Int., 28 Int.	878908 09-Sep-2005	878908 09-Sep-2005
WET WILLY Design	66833-1108/	Registered 18 Int., 25 Int., 28 Int.	878909 09-Sep-2005	878909 09-Sep-2005



Country: Singapore

Trademark	Client-Matter #/SubCase	Status Class(es)	Application Number/Date	Registration Number/Date
FLAME BOY Design	66833-1084/	Registered 18 Int.	T0607066H 09-Sep-2005	878908 09-Sep-2005
FLAME BOY Design	66833-1117/	Registered 28 Int.	T0607068D 09-Sep-2005	878908 09-Sep-2005
FLAME BOY Design	66833-1116/	Registered 25 Int.	T0607067F 09-Sep-2005	878908 09-Sep-2005
WET WILLY Design	66833-1118/	Registered 25 Int.	T0607070F 09-Sep-2005	878909 09-Sep-2005
WET WILLY Design	66833-1109/	Registered 18 Int.	T0607069B 09-Sep-2005	878909 09-Sep-2005
WET WILLY Design	66833-1119/	Registered 28 Int.	T0607071D 09-Sep-2005	878909 09-Sep-2005



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Trademark List by Country

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Country: South Africa

Trademark	Client-Matter #/SubCase	Status Class(es)	Application Number/Date	Registration Number/Date
WORLD INDUSTRIES	66833-1138/	Registered 25 Int.	2005/06486 04-Apr-2005	2005/06486 13-Jan-2009
WORLD INDUSTRIES	66833-1137/	Registered 28 Int.	2005/06487 04-Apr-2005	2005/06487 13-Jan-2009



Country: Spain

Trademark	Client-Matter #/SubCase	Status Class(es)	Application Number/Date	Registration Number/Date
FLAME BOY Design	66833-1085/	Registered 18 Int., 25 Int., 28 Int.	878908 09-Sep-2005	878908 09-Sep-2005
WET WILLY Design	66833-1110/	Registered 18 Int., 25 Int., 28 Int.	878909 09-Sep-2005	878909 09-Sep-2005
WORLD INDUSTRIES	66833-1147/	Registered 25 Int., 28 Int.	2511993 08-Nov-2002	2511993 23-Mar-2004



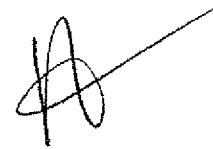
Country: Sweden

Trademark	Client-Matter #/SubCase	Status Class(es)	Application Number/Date	Registration Number/Date
FLAME BOY Design	66833-1086/	Registered 18 Int., 25 Int., 28 Int.	878908 09-Sep-2005	878908 09-Sep-2005
WET WILLY Design	66833-1111/	Registered 18 Int., 25 Int., 28 Int.	878909 09-Sep-2005	878909 09-Sep-2005
WORLD INDUSTRIES	66833-1157/	Renewed 25 Int., 28 Int.	98-00716 29-Jan-1998	328009 31-Jul-1998



Country: Switzerland

Trademark	Client-Matter #/SubCase	Status Class(es)	Application Number/Date	Registration Number/Date
FLAME BOY Design	66833-1087/	Registered 18 Int., 25 Int., 28 Int.	878908 09-Sep-2005	878908 09-Sep-2005
WET WILLY Design	66833-1112/	Registered 18 Int., 25 Int., 28 Int.	878909 09-Sep-2005	878909 09-Sep-2005
WORLD INDUSTRIES & Design	66833-1134/	Renewed 25 Int., 28 Int.	846/1998 03-Feb-1998	454857 03-Nov-1998



Trademark List by Country

Country: Taiwan

Trademark	Client-Matter #/SubCase	Status Class(es)	Application Number/Date	Registration Number/Date
FLAMEBOY Design	66833-1059/	Registered 18 Int., 25 Int., 28 Int.	94040455 23-Aug-2005	01215652 16-Jun-2006
WET WILLY Design	66833-1058/	Registered 18 Int., 25 Int., 28 Int.	94040454 23-Aug-2005	01215651 16-Jun-2006

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Country: Turkey

Trademark	Client-Matter #/SubCase	Status Class(es)	Application Number/Date	Registration Number/Date
FLAME BOY Design	66833-1088/	Registered 18 Int., 25 Int., 28 Int.	878908 09-Sep-2005	200621592 09-Sep-2005
WET WILLY Design	66833-1113/	Registered 18 Int., 25 Int., 28 Int.	878909 09-Sep-2005	200621591 09-Sep-2005
WORLD INDUSTRIES	66833-1127/	Registered 25 Int., 28 Int.	2005/36551 29-Aug-2005	2005 36551 18-Jan-2008



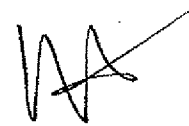
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Trademark List by Country

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Country: United Kingdom

Trademark	Client-Matter #/SubCase	Status Class(es)	Application Number/Date	Registration Number/Date
FLAME BOY Design	66833-1089/	Registered 18 Int., 25 Int., 28 Int.	878908 09-Sep-2005	878908 09-Sep-2005
WET WILLY Design	66833-1114/	Registered 18 Int., 25 Int., 28 Int.	878909 09-Sep-2005	878909 09-Sep-2005
WORLD INDUSTRIES	66833-1158/	Renewed 25 Int., 28 Int.	2156541 27-Jan-1998	2156541 23-Nov-2001
WORLD INDUSTRIES & Design	66833-1174/	Renewed 25 Int., 28 Int.	2194227 10-Apr-1999	2194227 17-Sep-1999



Country: United States of America

Trademark	Client-Matter #/SubCase	Status Class(es)	Application Number/Date	Registration Number/Date
FLAME BOY Design	66833-1090/	Registered 18 Int., 25 Int., 28 Int.	79/021598 09-Sep-2005	3245131 22-May-2007
FLAMEBOY	66833-1002/	Published 09 Int., 18 Int., 25 Int., 28 Int.	77/257145 16-Aug-2007	
KIT	66833-1219/	Unfiled		
WET WILLY	66833-1001/	Published 09 Int., 18 Int., 25 Int., 28 Int.	77/257141 16-Aug-2007	
WET WILLY Design	66833-1115/	Registered 18 Int., 25 Int., 28 Int.	79/021599 09-Sep-2005	3233660 24-Apr-2007
WORLD INDUSTRIES	66833-1120/	Published 03 Int., 09 Int., 14 Int., 16 Int., 18 Int., 25 Int., 28 Int., 35 Int.	77/162323 20-Apr-2007	
WORLD INDUSTRIES	66833-1122/	Renewed 18 Int., 25 Int., 28 Int.	75/118800 14-Jun-1996	2099036 23-Sep-1997
WORLD INDUSTRIES	66833-1171/	Registered 25 Int.	77/188918 23-May-2007	3493530 26-Aug-2008
WORLD INDUSTRIES & Design	66833-1121/	Published 03 Int., 09 Int., 14 Int., 16 Int., 18 Int., 25 Int., 28 Int., 35 Int.	77/162329 20-Apr-2007	
WORLD INDUSTRIES & Design	66833-1172/	Registered 25 Int.	77/188924 23-May-2007	3577053 17-Feb-2009
WORLD INDUSTRIES & Design	66833-1123/	Renewed 18 Int., 25 Int., 28 Int.	75/118816 14-Jun-1996	2101100 30-Sep-1997

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Country: Venezuela

Trademark	Client-Matter #/SubCase	Status Class(es)	Application Number/Date	Registration Number/Date
FLAMEBOY Design	66833-1065/	Registered 28 Int.	2005-013745 23-Jun-2005	P-273749 04-Sep-2006
FLAMEBOY Design	66833-1063/	Registered 18 Int.	2005-013743 23-Jun-2005	P-273747 04-Sep-2006
FLAMEBOY Design	66833-1064/	Registered 25 Int.	2005-013744 23-Jun-2005	P-273748 04-Sep-2006
WET WILLY Design	66833-1062/	Registered 28 Int.	2005-013742 23-Jun-2005	P-273746 04-Sep-2006
WET WILLY Design	66833-1061/	Registered 25 Int.	2005-013735 23-Jun-2005	P-273744 04-Sep-2006
WET WILLY Design	66833-1060/	Registered 18 Int.	2005-013736 23-Jun-2005	P-273745 04-Sep-2006
WORLD INDUSTRIES	66833-1132/	Registered 28 Int.	2004-006910 13-May-2004	P-260082 15-Apr-2005
WORLD INDUSTRIES	66833-1141/	Published 25 Int.	2004-006911 13-May-2004	