

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
CROSSROADS PRODUCTIONS LLC		05/25/2010	LIMITED LIABILITY COMPANY: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Marquette Business Credit, Inc.		
Street Address:	333 S. Grand Ave., Suite 2350		
Internal Address:	Attn: Portfolio Manager		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90071		
Entity Type:	CORPORATION: MINNESOTA		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	2968468	FALLEN	
Registration Number:	2915276	FALLEN	
Registration Number:	2926002	F	
Registration Number:	2981965	F	
Registration Number:	3001572	RISE WITH THE FALLEN	
CORRESPONDENCE DATA			
Fax Number:	(213)443-2926		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(213) 617-5493		
Email:	jcravitz@sheppardmullin.com		
Correspondent Name:	Sheppard, Mullin, Richter & Hampton, LLP		
Address Line 1:	333 S. Hope St., 48th Floor		
Address Line 2:	Attn: J. Cravitz		
Address Line 4:	Los Angeles, CALIFORNIA 90071		

CH \$140.00 2968468

ATTORNEY DOCKET NUMBER:	13EB-154544
NAME OF SUBMITTER:	Julie Cravitz
Signature:	/julie cravitz/
Date:	06/09/2010
<p>Total Attachments: 12 source=Crossroads IPSA#page1.tif source=Crossroads IPSA#page2.tif source=Crossroads IPSA#page3.tif source=Crossroads IPSA#page4.tif source=Crossroads IPSA#page5.tif source=Crossroads IPSA#page6.tif source=Crossroads IPSA#page7.tif source=Crossroads IPSA#page8.tif source=Crossroads IPSA#page9.tif source=Crossroads IPSA#page10.tif source=Crossroads IPSA#page11.tif source=Crossroads IPSA#page12.tif</p>	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (the "Agreement") is made as of May 25, 2010, by and between CROSSROADS PRODUCTIONS LLC, a California limited liability company ("Grantor"), and MARQUETTE BUSINESS CREDIT, INC., a Minnesota corporation ("Secured Party"), with reference to the following facts:

RECITALS

A. Black Box Distribution LLC, a California limited liability company ("Debtor") and Secured Party are parties to that certain Loan and Security Agreement, of even date herewith (as it has been or may be renewed, extended, amended, restated or otherwise modified from time to time, the "Loan Agreement"), Revolving Note, and Loan Documents pursuant to which the Secured Party has provided certain credit facilities to the Debtor. Capitalized terms used but not otherwise defined herein shall have the meaning set forth in the Loan Agreement.

B. In order to induce the Secured Party to provide financing to the Debtor, Grantor has entered into that certain Secured Limited Recourse Guaranty ("Guaranty"), of even date herewith, by Grantor, Mystery LLC, a California limited liability company and Zero Skateboards LLC, a California limited liability company, in favor of Secured Party.

C. Grantor will benefit from the continuing financing to be provided by Secured Party to the Debtor under the Loan Agreement, and, accordingly, to induce Secured Party to continue to provide financing to the Debtor under the Loan Agreement, Grantor is willing to enter into this Agreement with Secured Party.

D. The Guaranty is secured by this Agreement.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. Grant of Security Interest. As collateral security for the prompt and complete payment and performance of all of Grantor's present or future indebtedness, obligations and liabilities to Secured Party, Grantor hereby grants a security interest and mortgage to Secured Party, as security, in and to Grantor's entire right, title and interest in, to and under all of its intellectual property, including without limitation the following (all of which shall collectively be called the "Collateral"):

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the "Copyrights");

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights which may be available to Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including without limitation improvements, divisions, continuations, renewals, reissues, extensions and continuations in part of the

same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");

(e) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks");

(f) Any and all claims for damages by way of past, present and future infringement of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(g) All licenses or other rights to use any of the Copyrights, Patents or Trademarks, and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(h) All amendments, renewals and extensions of any of the Copyrights, Trademarks or Patents; and

(i) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

2. Covenants and Warranties. Grantor represents, warrants, covenants and agrees as follows:

(a) Grantor is now the sole owner of the Collateral, except for licenses granted by Grantor to its customers in the ordinary course of business;

(b) Except as set forth in the Schedule, Grantor's rights as a licensee of intellectual property do not give rise to more than five percent (5%) of its gross revenue in any given month, including without limitation revenue derived from the sale, licensing, rendering or disposition of any product or service;

(c) Performance of this Agreement does not conflict with or result in a breach of any agreement to which Grantor is party or by which Grantor is bound;

(d) During the term of this Agreement, Grantor will not transfer or otherwise encumber any interest in the Collateral, except for licenses granted by Grantor in the ordinary course of business or as set forth in this Agreement;

(e) To its knowledge, each of the Patents is valid and enforceable, and no part of the Collateral has been judged invalid or unenforceable, in whole or in part, and no claim has been made that any part of the Collateral violates the rights of any third party;

(f) Grantor shall deliver to Secured Party within thirty (30) days of the last day of each fiscal quarter, a report signed by Grantor, in form reasonably acceptable to Secured Party, listing any applications or registrations that Grantor has made or filed in respect of any patents, copyrights or trademarks and the status of any outstanding applications or registrations. Grantor shall promptly advise Secured Party of any material change in the composition of the Collateral, including but not limited to any subsequent ownership right of the Grantor in or to any Trademark, Patent or Copyright not specified in this Agreement;

(g) Grantor shall (i) protect, defend and maintain the validity and enforceability of the Trademarks, Patents and Copyrights (ii) use its best efforts to detect infringements of the Trademarks, Patents and Copyrights and promptly advise Secured Party in writing of material infringements detected and (iii) not allow any Trademarks, Patents or Copyrights to be abandoned, forfeited or dedicated to the public without the written consent of Secured Party, which shall not be unreasonably withheld;

(h) Grantor shall register or cause to be registered (to the extent not already registered) with the United States Patent and Trademark Office or the United States Copyright Office, as the case may be, those registerable intellectual property rights now owned or hereafter developed or acquired by Grantor to the extent that Grantor, in its reasonable business judgment, deems it appropriate to so protect such intellectual property rights;

(i) Grantor shall promptly give Secured Party written notice of any applications or registrations of intellectual property rights filed with the United States Patent and Trademark Office, including the date of such filing and the registration or application numbers, if any. Grantor shall (i) give Secured Party not less than 30 days prior written notice of the filing of any applications or registrations with the United States Copyright Office, including the title of such intellectual property rights to be registered, as such title will appear on such applications or registrations, and the date such applications or registrations will be filed, and (ii) prior to the filing of any such applications or registrations, shall execute such documents as Secured Party may reasonably request for Secured Party to maintain its perfection in such intellectual property rights to be registered by Grantor, and upon the request of Secured Party, shall file such documents simultaneously with the filing of any such applications or registrations. Upon filing any such applications or registrations with the United States Copyright Office, Grantor shall promptly provide Secured Party with (i) a copy of such applications or registrations, without the exhibits, if any, thereto, (ii) evidence of the filing of any documents requested by Secured Party to be filed for Secured Party to maintain the perfection and priority of its security interest in such intellectual property rights, and (iii) the date of such filing;

(j) Secured Party may audit the Collateral to confirm compliance with this Section, provided such audit may not occur more often than twice per year, unless an Event of Default has occurred and is continuing;

(k) This Agreement creates, and in the case of after acquired Collateral, this Agreement will create at the time Grantor first has rights in such after acquired Collateral, in favor of Secured Party a valid and perfected first priority security interest in the Collateral in the United States securing the payment and performance of the obligations evidenced by the Loan Documents;

(l) All information heretofore, herein or hereafter supplied to Secured Party by or on behalf of Grantor with respect to the Collateral is accurate and complete in all material respects;

(m) Grantor shall not enter into any agreement that would materially impair or conflict with Grantor's obligations hereunder without Secured Party's prior written consent, which consent shall not be unreasonably withheld. Grantor shall not permit the inclusion in any material contract to which it becomes a party of any provisions that could or might in any way prevent the creation of a security interest in Grantor's rights and interests in any property included within the definition of the Collateral acquired under such contracts; and

(n) Upon any executive officer of Grantor obtaining actual knowledge thereof, Grantor will promptly notify Secured Party in writing of any event that materially adversely affects the value of any Collateral, the ability of Grantor to dispose of any Collateral or the rights and remedies of Secured Party in relation thereto, including the levy of any legal process against any of the Collateral.

3. Secured Party's Rights. Secured Party shall have the right, but not the obligation, to take, at Grantor's sole expense, any actions that Grantor is required under this Agreement to take but which Grantor fails to take, after fifteen (15) days notice to Grantor. Grantor shall reimburse and indemnify Secured Party for all reasonable costs and reasonable expenses incurred in the reasonable exercise of its rights under this section 3.

4. Inspection Rights. Grantor hereby grants to Secured Party and its employees, representatives and agents the right to visit, during reasonable hours upon prior reasonable written notice to Grantor, any of Grantor's plants and facilities that manufacture, install or store products (or that have done so during the prior six month period) that are sold utilizing any of the Collateral, and to inspect the products and quality control records relating thereto upon reasonable written notice to Grantor and as often as may be reasonably requested.

5. Further Assurances; Attorney in Fact.

(a) On a continuing basis, Grantor will make, execute, acknowledge and deliver, and file and record in the proper filing and recording places in the United States, all such instruments, including appropriate financing and continuation statements and collateral agreements and filings with the United States Patent and Trademark Office and the Register of Copyrights, and take all such action as may reasonably be deemed necessary or advisable, or as requested by Secured Party, to perfect Secured Party's security interest in all Copyrights, Patents and Trademarks and otherwise to carry out the intent and purposes of this Agreement, or for assuring and confirming to Secured Party the grant or perfection of a security interest in all Collateral.

(b) Grantor hereby irrevocably appoints Secured Party as Grantor's attorney in fact, with full authority in the place and stead of Grantor and in the name of Grantor, from time to time in Secured Party's discretion, to take any action and to execute any instrument which Secured Party may deem necessary or advisable to accomplish the purposes of this Agreement, including (i) to modify, in its sole discretion, this Agreement without first obtaining Grantor's approval of or signature to such modification by amending Exhibit A, Exhibit B and Exhibit C, hereof, as appropriate, to include reference to any right, title or interest in any Copyrights, Patents or Trademarks acquired by Grantor after the execution hereof or to delete any reference to any right, title or interest in any Copyrights, Patents or Trademarks in which Grantor no longer has or claims any right, title or interest, (ii) to file, in its sole discretion, one or more financing or continuation statements and amendments thereto, relative to any of the Collateral without the signature of Grantor where permitted by law and (iii) after the occurrence of an Event of Default, to transfer the Collateral into the name of Secured Party or a third party to the extent permitted under the California Uniform Commercial Code.

6. Events of Default. The occurrence of any of the following shall constitute an Event of Default under the Agreement:

(a) An Event of Default occurs under the Loan Agreement;

(b) Grantor fails to fulfill or perform in any material respect any of its duties or obligations under the Guaranty; or

(c) Grantor breaches any warranty, covenant or agreement made by Grantor in this Agreement and, as to any breach that is capable of cure, Grantor fails to cure such breach within five (5) days of the occurrence of such breach.

7. Remedies. Upon the occurrence and continuance of an Event of Default, Secured Party shall have the right to exercise all the remedies of a secured party under the California Uniform Commercial Code, including without limitation the right to require Grantor to assemble the Collateral and any tangible property in which Secured Party has a security interest and to make it available to Secured Party at a place designated by Secured Party. Secured Party shall have a nonexclusive, royalty free license to use the Copyrights, Patents and Trademarks to the extent reasonably necessary to permit Secured Party to exercise its rights and remedies upon the occurrence of an Event of Default. Grantor will pay any expenses (including reasonable attorneys' fees) incurred by Secured Party in connection with the exercise of any of Secured Party's rights hereunder, including without limitation any expense incurred in disposing of the Collateral. All of Secured Party's rights and remedies with respect to the Collateral shall be cumulative.

8. Indemnity. Grantor agrees to defend, indemnify and hold harmless Secured Party and its officers, employees, and agents against: (a) all obligations, demands, claims, and liabilities claimed or asserted by any other party in connection with the transactions contemplated by this Agreement, and (b) all losses or expenses in any way suffered, incurred, or paid by Secured Party as a result of or in any way arising out of, following or consequential to transactions between Secured Party and Grantor, whether under this Agreement or otherwise (including without limitation reasonable attorneys' fees and reasonable expenses), except for losses arising from or out of Secured Party's gross negligence or willful misconduct.

9. Course of Dealing. No course of dealing, nor any failure to exercise, nor any delay in exercising any right, power or privilege hereunder shall operate as a waiver thereof.

10. Attorneys' Fees. If any action relating to this Agreement is brought by either party hereto against the other party, the prevailing party shall be entitled to recover reasonable attorneys' fees, costs and disbursements.

11. Amendments. This Agreement may be amended only by a written instrument signed by both parties hereto.

12. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

13. California Law. This Agreement shall be governed by the laws of the State of California, without regard for choice of law provisions.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.


Address of Grantor:


2777 Loker Avenue West, Suite A
Carlsbad, California 92010

Attn: Frank Messmann

GRANTOR:

CROSSROADS PRODUCTIONS LLC,
a California limited liability company

By: 
Name: James M. Thomas
Title: Manager

By: 
Name: Frank Messmann
Title: Manager

Address of Secured Part:

333 South Grand Avenue, Suite 2350
Los Angeles, California 90071

Attn: Portfolio Manager

SECURED PARTY:

MARQUETTE BUSINESS CREDIT, INC.

By: _____
Name: John D. Watkins
Title: Vice President

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

GRANTOR:

Address of Grantor:

2777 Loker Avenue West, Suite A
Carlsbad, California 92010

Attn: Frank Messmann

CROSSROADS PRODUCTIONS LLC,
a California limited liability company

By: _____

Name: James M. Thomas

Title: Manager

By: _____

Name: Frank Messmann

Title: Manager

SECURED PARTY:

Address of Secured Part:

333 South Grand Avenue, Suite 2350
Los Angeles, California 90071

Attn: Portfolio Manager

MARQUETTE BUSINESS CREDIT, INC.

By:  _____

Name: John D. Watkins

Title: Vice President

EXHIBIT A

Copyrights

None.

EXHIBIT B

Patents

None.

EXHIBIT C

Trademarks

See Attached

Matter	Mark	Class	Status	Filing Date	Serial Number	Registration Issued	Reg. No.	Declaration of Use due	Renewal due	Comments
1	FALLEN	18	Registered	1-Jul-03	78269490	12-Jul-05	2968468	12-Jul-11	12-Jul-15	
2	FALLEN	25	Registered	1-Jul-03	78269494	28-Dec-04	2915276	28-Dec-10	28-Dec-14	
3	Design Only (FF)	18	Registered	18-Sep-03	78302418	8-Feb-05	2926002	8-Feb-11	8-Feb-15	
4	Design Only (FF)	25	Registered	18-Sep-03	78302435	2-Aug-05	2981965	2-Aug-11	2-Aug-15	
5	RISE WITH THE FALLEN	25	Registered	30-Jul-04	78459477	27-Sep-05	3001572	27-Sep-11	27-Sep-15	

Country	Status	Filing	Application No.	Filing Date	Registration No.	Reg. Date	Renewal Date	Comments
Argentina	Registered	FALLEN ic 18, 25	see note	30-Dec-03	see note	29-Sep-05	29-Sep-15	
Australia	Registered	FALLEN ic 18, 25	961279	10-Jul-03	961279	10-Jul-03	10-Jul-13	
Brazil	Registered	FALLEN ic 18, 25	see note	30-Dec-03	see note	25-Mar-08	25-Mar-18	
Bulgaria	Registered	FALLEN ic 18, 25	68621	29-Dec-03	52 121	21-Jul-05	29-Dec-13	
Canada	Registered	FALLEN ic 18, 25, 28	1183957	10-Jul-03	660291	7-Mar-06	7-Mar-21	
Chile	Registered	FALLEN ic 18, 25	see note	15-Feb-05	see note	21-Sep-05	see note	Class 25 application published
China	Registered	FALLEN ic 18, 25	see note	24-Jul-03	see note	see note	see note	
Colombia	Registered	FALLEN ic 18, 25	6588455	30-Dec-03	see note	29-Oct-04	29-Oct-14	
Costa Rica	Registered	FALLEN ic 18, 25	6588455	30-Dec-03	see note	9-Jun-05	9-Jun-15	
Ecuador	Registered	FALLEN ic 18, 25	see note	9-Jan-04	see note	14-May-04	14-May-14	
EU	Registered	FALLEN ic 18, 25, 28	3266293	10-Jul-03	3266293	23-Mar-05	7-Jun-13	Cancellation petition filed by Des Comerford
Hong Kong	Registered	FALLEN ic 18, 25	300135369	31-Dec-03	300135369	11-May-04	30-Dec-13	
India	Registered	FALLEN ic 18, 25	see note	30-Dec-03	see note	see note	30-Dec-13	
Indonesia	Registered	FALLEN ic 18, 25	see note	2-Jan-04	see note	18-Mar-14	18-Mar-14	
Japan	Registered	FALLEN ic 18, 25	2003-57966	10-Jul-03	4749533	20-Feb-04	20-Feb-14	
Korea	Registered	FALLEN ic 18, 25	2003-0033203	23-Jul-03	596171	18-Oct-04	18-Oct-14	
Malaysia	Registered	FALLEN ic 18, 25	see note	24-Dec-03	see note	6-Dec-07	1-Jan-13	
Mexico	Registered	FALLEN ic 18, 25	see note	18-Dec-03	see note	5-Jul-04	5-Jul-14	
New Zealand	Registered	FALLEN ic 18, 25	706255	19-Dec-03	706255	1-Jul-03	1-Jul-13	
Norway	Registered	FALLEN ic 18, 25	2003 12085	23-Dec-03	226774	25-May-05	25-May-15	
Pakistan	Published	FALLEN ic 18, 25	see note	26-Dec-03	see note	see note	see note	
Panama	Registered	FALLEN ic 18, 25	see note	31-Dec-03	see note	17-Aug-04	31-Dec-13	
Peru	Registered	RISE WITH THE FALLEN ic 25	171719	6-Jun-08	171719	24-Apr-09	6-Jun-18	
Philippines	Registered	FALLEN ic 18, 25	see note	6-Jan-04	see note	15-Sep-04	15-Sep-14	
Russia	Registered	FALLEN ic 18, 25	4-2004-00048	5-Jan-04	4-2004-000048	10-Mar-06	10-Mar-16	
Singapore	Registered	FALLEN ic 18, 25	2003725765	26-Dec-03	278786	23-Nov-04	26-Dec-13	
South Africa	Registered	FALLEN ic 18, 25	see note	26-Dec-03	see note	10-Jan-05	1-Jul-13	
Switzerland	Registered	FALLEN ic 18, 25, 28	see note	18-Dec-03	see note	20-Jul-08	18-Dec-13	
Taiwan	Registered	FALLEN ic 18, 25	06094/2003	16-Dec-03	519502	16-Dec-03	16-Dec-13	
Thailand	Registered	FALLEN ic 18, 25	see note	25-Dec-03	see note	1-Nov-04	31-Oct-14	
Turkey	Registered	FALLEN ic 18, 25	154997	18-Dec-03	see note	27-Oct-04	17-Dec-13	
Uruguay	Registered	FALLEN ic 18, 25	352 029	31-Dec-03	2003 36818	6-Dec-04	31-Dec-13	
Vietnam	Registered	FALLEN ic 18, 25	4-2004-01438	26-Dec-03	352 029	12-Jul-04	12-Jul-14	
	Registered	FALLEN ic 18, 25	see note	27-Feb-04	64333	1-Jul-05	27-Feb-14	

FF Design Only Trademarks

Country	Status	Filing	Application No.	Filing Date	Registration No.	Reg. Date	Renewal Date	Comments
EU	Registered	FF Design Only ic 18, 25, 28	3416625	17-Oct-03	3416625	17-Oct-03	17-Oct-13	
Mexico	Refused	FF Design Only ic 25	96520	8-Oct-08				Refused on basis of similarity to FF FARRATUX registration
	Filed	FALLEN and FF Design ic 25	999877	3-Apr-09				