

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		Asset Purchase and Mutual Release Agreement	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Development Specialists, Inc.		08/26/2011	CORPORATION: ILLINOIS
RECEIVING PARTY DATA			
Name:	Jaco Athletics, LLC		
Street Address:	c/o Smith and Verbit PL		
Internal Address:	9900 Stirling Road, Suite 303		
City:	Cooper City		
State/Country:	FLORIDA		
Postal Code:	33024		
Entity Type:	LIMITED LIABILITY COMPANY: FLORIDA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3871639	JACÓ	
Serial Number:	85102431	JACO CLOTHING	
CORRESPONDENCE DATA			
Fax Number:	(714)755-8290		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Email:	ipdocket@lw.com		
Correspondent Name:	Latham & Watkins LLP		
Address Line 1:	650 Town Center Drive		
Address Line 2:	Suite 2000		
Address Line 4:	Costa Mesa, CALIFORNIA 92626		
ATTORNEY DOCKET NUMBER:	030633-0006		
NAME OF SUBMITTER:	Rhonda DeLeon		
Signature:	/Rhonda DeLeon/		

OP \$65.00 3871639

900201614

**TRADEMARK
 REEL: 004618 FRAME: 0840**

Date:

09/08/2011

Total Attachments: 18

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ASSET PURCHASE AND MUTUAL RELEASE AGREEMENT

THIS ASSET PURCHASE AND MUTUAL RELEASE AGREEMENT (the "Agreement") is made this 26th day of August, 2011 ("Closing Date") by and between Development Specialists, Inc. ("Seller"), solely in its capacity as the Assignee for the Benefit of Creditors of Gathering Storm Holding Company, LLC, tmax Gear, LLC (f/k/a Gathering Storm, LLC), Perfect Storm, LLC, Skins USA, LLC (f/k/a Skins America, LLC), Jaco Clothing, LLC and Arena Swim USA, LLC, having an address of 333 South Grand Avenue, Suite 4070, Los Angeles, California 90071, and Jaco Athletics, LLC, a Florida Limited Liability Company ("Buyer"), having an address of c/o Smith and Verbit PL, 9900 Stirling Road, Suite 303, Cooper City, Florida 33024.

In consideration of the mutual covenants contained herein, the Buyer and Seller hereby agree as follows:

1. Buyer shall purchase and Seller shall sell all of its right, title and interest in all tangible and intangible assets, including, without limitation, all accounts, accounts receivable, inventory, equipment, computers and other data storage devices not otherwise in the control of Taylor Made Adidas Golf or any other third party, patents, trademarks and other intellectual property of or directly related to Jaco Clothing, LLC ("Jaco"), provided, however, that any inventory and intellectual property related to the Moneyclamp shall not be included in the sale (the "Assets"). The Jaco inventory to be purchased by Buyer is fully enumerated in Exhibit A attached hereto.
2. Buyer shall pay Seller a total of three hundred and fifty thousand dollars (\$350,000) (the "Total Purchase Price") for the Assets. On or about August 26, 2001 (the "Closing Date"), Buyer shall pay Seller two hundred thousand dollars (\$200,000) of the Total Purchase Price. The remaining one hundred and fifty thousand dollars (\$150,000) (the "Secondary Payment") is to be paid within nine (9) months of the Closing Date and shall be secured according to the terms and conditions of the Trademark Security Agreement, dated August 26, 2011, provided, however, that Buyer shall be entitled to a credit against this Secondary Payment for half of the cost of an inventory audit not to exceed two thousand five hundred dollars (\$2,500). Moreover, if, after conducting an inventory audit, the value of the inventory is less than 80% but greater than 60% of one million two hundred forty-five thousand dollars (\$1,245,000), Buyer shall receive a 10% discount from the Total Purchase Price to be applied against the Secondary Payment. If, after conducting an inventory audit, the value of the inventory is less than 60% of one million two hundred forty-five thousand dollars (\$1,245,000), Buyer shall receive a 20% discount from the Total Purchase Price to be applied against the Secondary Payment. The failure to make timely payments, as required by this paragraph, shall constitute a default under the Agreement. Buyer shall assume all responsibility for reporting any taxes due and filing any required documentation with and to any governmental agency as a result of this Agreement. Buyer shall also provide to Seller a reseller certificate within seven (7) days of the Closing Date.
3. If, at any time after the Closing Date, further action is necessary to carry out the purposes of this Agreement, at Buyer's request, Seller shall use its best efforts to cause Seller, or Seller's employees, agents and consultants, or the Assignors for which Seller is the Assignee, to sign, execute, and acknowledge any and all documents and to perform such acts, as may reasonably be necessary to vest the Buyer with full right, title and interest in and to the Assets, or which documents or acts are otherwise reasonable under the circumstances, including without limitation written assignments of patents,

trademarks and other intellectual property to Buyer. Costs related to the foregoing shall be borne by the Buyer.

4. Seller represents and warrants only that it is the Assignee for the Benefit of Creditors as evidenced by the General Assignment for the Benefit of Creditors made on August 22, 2011 by and between Gathering Storm Holding Company, LLC, tmax Gear, LLC (f/k/a Gathering Storm, LLC), Perfect Storm, LLC, Skins USA, LLC (f/k/a Skins America, LLC), Jaco Clothing, LLC and Arena Swim USA, LLC and Seller, a true and correct copy of which is attached hereto as Exhibit B.
5. The Assets are being sold "as is, where is." Seller represents and warrants to Buyer that Seller has good, marketable and lawful title to the Assets and that, to the best of Seller's knowledge and belief, the Assets are being sold free and clear of all liens, claims or adverse interests. Buyer hereby assumes sole responsibility for acquiring and transporting the Assets and all risk of loss, damage or destruction resulting from fire or other casualty from and after the Closing Date. Buyer also assumes all costs related to the warehousing of inventory acquired under this Agreement, provided, however, that Seller shall pay any warehouse fees prior to and until the Closing Date.
6. In consideration of the release granted hereunder, the "Jaco Parties," including Buyer, Power in Honor Holdings, LLC, a Florida Limited Liability Company, and Glenn Robinson, and Seller expressly covenant not to sue each other and each releases, remits, acquits and forever discharges the other, their affiliates, associates, partners, owners, shareholders, officers, directors, agents, attorneys, employees, or any of them of and from any and all liability, claims, demands, and causes of action, including presently existing lawsuits for any and all acts, contracts, omissions, debts, accounts damages, costs, losses, and expenses of every type, character, kind, nature or description, choate or inchoate, accrued or hereinafter accruing, whether or not known, suspected or claimed of any matter, cause or thing up to and including the date of this Agreement, provided, however, that liability, claims, demands, and causes of action arising under and relating to this Agreement shall not be released.

a. Waiver of Rights Under Civil Code § 1542.

THE JACO PARTIES AND SELLER ACKNOWLEDGE THAT THEY HAVE BEEN ADVISED BY LEGAL COUNSEL AND ARE FAMILIAR WITH THE PROVISIONS OF CALIFORNIA CIVIL CODE SECTION 1542, WHICH PROVIDES AS FOLLOWS:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."

THE JACO PARTIES AND SELLER, BEING AWARE OF SUCH CODE SECTION, HEREBY EXPRESSLY WAIVE ANY RIGHTS THEY MAY HAVE THEREUNDER, AS WELL AS UNDER ANY OTHER STATUTES OR COMMON LAW PRINCIPLES OF SIMILAR EFFECT.

7. This Agreement shall be binding upon the personal representatives, successors and assignees of the parties. This Agreement and any accompanying instruments and documents include the entire transaction between the parties and there are no representations, warranties, covenants or conditions, except those specified herein or in accompanying instruments and documents.

8. Buyer and Seller agree to keep the material and financial terms of this Agreement in confidence and to maintain the confidence of the material and financial terms of this Agreement after the Closing Date, unless the disclosing party obtains the prior written consent of the other party.
9. This Agreement shall be governed in all respects by the laws of the State of California. The parties agree to submit to the personal jurisdiction and venue of the County of Los Angeles, California, in any dispute, claim or suit involving this Agreement or the Assets. All notices shall be given in writing to each party at the address hereinabove, and each party shall be responsible for advising the other party of any change in address. This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement. This Agreement and any appended Exhibits shall constitute the entire agreement between the parties with respect to the subject matter hereof and supersede all prior agreements and understandings, written and oral, among the parties with respect to the subject matter hereof. In the event that any provision of this Agreement or the application thereof, becomes or is declared by a court of competent jurisdiction to be illegal, void or unenforceable, the remainder of this Agreement will continue in full force and effect. All of the terms of this Agreement shall be binding on, and shall inure to the benefit of, the parties hereto and their respective heirs, legal representatives, successors and assigns.
10. This Agreement is executed simultaneously with that certain Partial Release of Collateral between Assignee and Wells Fargo Trade Capital Services, Inc., dated August 26, 2011 and that certain Trademark Security Agreement between the parties to this Agreement, dated August 26, 2011.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement, as of the date first above written.

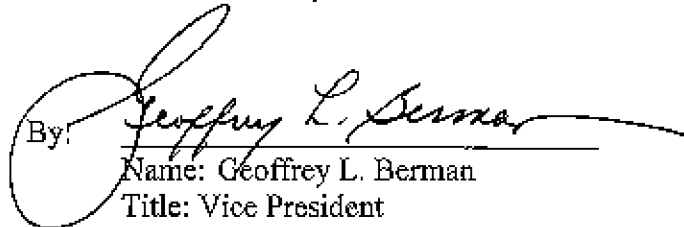
SELLER:

Development Specialists, Inc., solely as
Assignee for the Benefit of Creditors
of Gathering Storm Holding Company, LLC,
tmax Gear, LLC (f/k/a Gathering Storm, LLC),
Perfect Storm, LLC, Skins USA, LLC
(f/k/a Skins America, LLC), Jaco Clothing, LLC
and Arena Swim USA, LLC

BUYER:

Jaco Athletics LLC, a Florida Limited
Liability Company

By its Manager
Power in Honor Holdings LLC

By:  _____
Name: Geoffrey L. Berman
Title: Vice President

By: _____
Name: Glenn Robinson
Title: Manager

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement, as of the date first above written.

SELLER:

Development Specialists, Inc., solely as Assignee for the Benefit of Creditors of Gathering Storm Holding Company, LLC, tmax Gear, LLC (f/k/a Gathering Storm, LLC), Perfect Storm, LLC, Skins USA, LLC (f/k/a Skins America, LLC), Jaco Clothing, LLC and Arena Swim USA, LLC

By: _____
Name: Geoffrey L. Berman
Title: Vice President

BUYER:

Jaco Athletics LLC, a Florida Limited Liability Company

By its Manager
Power in Honor Holdings LLC


By:  _____
Name: Glenn Robinson
Title: Manager

EXHIBIT A

INVENTORY REPORT

1. All inventory of Jaco Clothing, LLC.

2. Patents:

U.S. Patent Application No. 12/432,265 filed April 29, 2009 entitled "Athletic Undergarment and Protective Cup Assembly" assigned by Ronald L. Wilson to Jaco Clothing, LLC on April 15, 2009.

U.S. Patent Application No. 12/405,188 filed March 9, 2009 entitled "Lower-Body Garment Having A Secure Waist Assembly" assigned by Ronald L. Wilson to Jaco Clothing on March 11, 2009.

U.S. Design Application No. 29/333,871 filed March 16, 2009 entitled "Waistband for Lower Body Garment" assigned by Ronald L. Wilson to Jaco Clothing on March 13, 2009.

PCT/US10/26620 filed March 9, 2010 entitled "Lower-Body Garment Having A Secure Waist Assembly" assigned by Ronald L. Wilson to Jaco Clothing on March 11, 2009.

PCT/US10/32734 filed April 28, 2010 entitled "Athletic Undergarment and Protective Cup Assembly" assigned by Ronald L. Wilson to Jaco Clothing, LLC on April 15, 2009.

Any and all U.S. and foreign Continuations, CIP's, divisional, improvements, and modifications of the above mentioned two utilities application, one design applications, and any related foreign rights and applications.

3. Trademark(s):

Jaco Clothing with U.S. Serial No. 85102431 filed August 6, 2010 by Jaco Clothing, LLC.

Any and all common law and foreign trademark rights relating to the word Jaco, Jaco Logos and any of its related marks.

4. Internet Domain:

Any and all rights to and ownership of internet domains and content that contain or use the word Jaco owned by Jaco Clothing, LLC, including but not limited to:

JACOCLOTHING.AT

JACOCLOTHING.BIZ

JACOCLOTHING.COM

JACOCLOTHING.COM.BR

JACOCLOTHING.DE

JACOCLOTHING.ES
JACOCLOTHING.FR
JACOCLOTHING.IT
JACOCLOTHING.MX
JACOCLOTHING.NET
JACOSPORT.COM
JACOSPORT.INFO
JACOSPORT.MOBI
JACOSPORT.NET
JACOSPORT.ORG
JACOSPORT.US

5. Related Intellectual Property:

Any and all rights and claims to any intellectual property, including but not limited to invention agreements between Jaco Clothing, LLC (or between Gathering Storm, LLC solely as to any “Jaco” personnel) and any person or entity or relating to the word Jaco, the Jaco Logos and any of its related marks, and patents, trademarks, copyrights, and trade dress that were assigned by Ronald L. Wilson.

Any and all rights and claims to Jaco stylized/logo mark with Registration No. 3871639 filed on March 20, 2006 and owned by Ronald L. Wilson.

6. 4 – Used Dell Notebooks, Docking Stations, Monitors and Keyboard (already in possession of Ron Wilson, Pete Dirksing, Chris Roy and Matt Paulson) – along with all software currently residing on said systems.
7. 1 – Used iMac and keyboard (already in possession of Ryan Nixon) – along with all software currently residing on said system.
8. Miscellaneous Samples of Jaco product (fight shorts), Jaco merchandising materials and memorabilia located in former Jaco office area.
9. All other miscellaneous personal property reasonably related to the Jaco business.

EXHIBIT B

GENERAL ASSIGNMENT FOR THE BENEFIT OF CREDITORS

GENERAL ASSIGNMENT FOR THE BENEFIT OF CREDITORS

THIS GENERAL ASSIGNMENT FOR THE BENEFIT OF CREDITORS is made this 22 day of August, 2011, by and between Gathering Storm Holding Company, LLC (“Gathering Storm Holding”), Tmax Gear, LLC (f/k/a Gathering Storm, LLC and hereinafter referred to as “Tmax”), Perfect Storm, LLC (“Perfect Storm”), Skins USA, LLC (f/k/a Skins America, LLC and hereinafter referred to as “Skins”), Jaco Clothing, LLC (“Jaco”) and Arena Swim USA, LLC (“Arena” and together with Gathering Storm Holding, Tmax, Perfect Storm, Skins and Jaco, hereinafter referred to collectively as “Assignor” or “Assignors”) with principal offices located at 3182 Lionhead Avenue, Carlsbad, California 92010 and whose tax identification numbers are listed on Exhibit 1 hereto, and **DEVELOPMENT SPECIALISTS, INC.**, located at 333 South Grand Avenue, Suite 4070, Los Angeles, CA 90071, hereinafter referred to as “Assignee.”

WITNESSETH: Whereas Assignor is indebted to various persons, corporations and other entities and is unable to pay its debts in full, and has decided to discontinue its business, and is desirous of transferring its property to an assignee for the benefit of creditors so that the property so transferred may be expeditiously liquidated and the proceeds thereof be fairly distributed to its creditors without any preference or priority, except such priority as established and permitted by applicable law;

NOW, THEREFORE, in consideration of Assignor’s existing indebtedness to its creditors, the covenants and agreements to be performed by Assignee and other consideration, receipt of which is hereby acknowledged, it is hereby **AGREED:**

1. **TRANSFER OF ASSETS.** Assignor hereby assigns, grants, conveys, transfers and sets over to Assignee all right, title and interest in personal property and assets, whatsoever and wheresoever situated, which are now, or have ever been, used in connection with the

operation of Assignor's business, and which assets include, but are not limited to all personal property and any interest therein exempt from execution, including all that certain stock of merchandise, store furniture and fixtures, book accounts, books, bills, accounts receivable, cash on hand, cash in bank, patents, copyrights, trademarks and trade names, insurance policies, tax refunds, rebates, general intangibles, insurance refunds and claims, and choses in action that are legally assignable, together with the proceeds of any non-assignable choses in action that may hereafter be recovered or received by the Assignor. Further, this general assignment specifically includes all claims for refunds or abatement of all excess taxes heretofore or hereafter assessed against or collected from the Assignor by the United States or any of its departments or agencies, any state or local taxing authority and the Assignor agrees to sign and execute a power of attorney or other such document(s) as required to enable Assignee to file and prosecute, compromise and/or settle all such claims before the respective taxing authority. Assignor agrees to endorse any refund checks relating to the prior operations of said Assignor's business and to deliver such checks immediately to Assignee.

2. **LEASES AND LEASEHOLD INTERESTS.** This General Assignment includes all leases and leasehold interests in any asset of the Assignor; however should the Assignee determine that said lease or leasehold interest is of no value to the estate, then said interest is thereby relinquished without further liability or obligation to the Assignee .

3. **UNION CONTRACTS.** Any contract or agreement between the Assignor and any Labor or Trade Union remains in force as between the Assignor and the respective Union, however the Assignee is not bound to the terms of said contract unless the Assignee specifically so agrees in writing at the time of the acceptance of this general assignment.

4. **FORWARDING OF MAIL.** Assignor authorizes the forwarding of its mail by the U.S. Postal Service as directed by Assignee.

5. **POWERS AND DUTIES OF ASSIGNEE.** Assignee shall have all powers necessary to marshal and liquidate the estate including but not limited to:

a. To collect any and all accounts receivable and obligations owing to Assignor and not otherwise sold by Assignee;

b. To sell or otherwise dispose of all personal property of Assignor in such manner as Assignee deems best. Assignee shall have the power to execute any and all documents necessary to effectuate the sale of said property and to convey title to same.

c. To sell or otherwise dispose of all tangible and intangible personal property of Assignor, including but not limited to all of Assignor's machinery, equipment, inventory, service or trademarks, trade names, patents, franchises, causes or choses in action and general intangibles in such manner as Assignee deems best. Assignee shall have the power to execute any and all documents necessary to effectuate the sale of this property and to convey title to same. In this regard, Assignee shall have the power to employ an auctioneer to appraise said assets and to conduct any public sale of the assets and to advertise said sale in such manner as Assignee deems best. Assignee shall have the power to execute bills of sale and any other such documents necessary to convey right, title and interest in to Assignor's property to any bona fide buyer.

d. To employ attorneys, accountants and any other additional personnel to whatever extent may be necessary to administer the assets and claims of the assignment estate and to assist in the preparation and filing of any and all State, County or Federal Tax Returns as required.

e. To require all of Assignor's creditors to whom any balance is owing to submit verified statements to Assignee of said claim(s), pursuant to California Code of Civil Procedure §1802.

f. To settle any and all claims against or in favor of Assignor, with the full power to compromise, or, in the Assignee's sole discretion, to sue or be sued, and to prosecute or defend any claim or claims of any nature whatsoever existing in favor of Assignor.

g. To open bank accounts in the name of the Assignee or its nominees or agents and to deposit assigned assets or the proceeds thereof in such bank accounts and to draw checks thereon and with the further power and authority to do such acts and execute such papers and documents in connection with this general assignment as Assignee may deem necessary or advisable.

h. To conduct the business of the Assignor, should the Assignee deem such operation proper.

i. To apply the net proceeds arising from the operation of and liquidation of Assignor's business and assets, in the following amounts as to amounts only and not time of distribution, as follows:

(1) FIRST, to deduct all sums which Assignee may at its option pay for the discharge of any lien on any of said property and any indebtedness which under the law is entitled to priority of payment and to reimburse Assignee as to all costs advanced by the Assignee or any third party for the preservation of the assignment estate's assets, including the maintenance and insurance of said assets and, the expenses of any operation.

(2) SECOND, all costs and expenses incidental to the administration of the assignment estate, including the payment of a reasonable fee to the Assignee, as that term is hereinafter defined and the payment of reasonable compensation for the services of attorneys for the Assignee, accountants to the Assignee, attorneys to the Assignor for services related to the making of and administration of the general

assignment and any other professionals the Assignee deems necessary to properly administer the assignment estate.

(3) THIRD, all federal taxes of any nature whatsoever owing as of the date of this general assignment, or other such claim of any federal governmental agency as defined under 31 U.S.C. §3713, including but not limited to federal withholding taxes, federal unemployment taxes and any other federal income, excise, property and employment taxes.

(4) FOURTH, all state, county and municipality taxes of any nature whatsoever owing as of the date of this general assignment, including but not limited to employment, property and income taxes.

(5) FIFTH, all monies due employees of the Assignor entitled to priority as defined under California Code of Civil Procedure §1204 and §1204.5 up to the statutory maximum.

(6) SIXTH, with the exception of those classes set forth above, all distributions to other creditors shall be, within each class, pro-rata in accordance with the terms of each creditor's indebtedness, until all such debts are paid in full. No payment shall be made to any creditor whose claim is otherwise disputed until such time as that creditor's claim is resolved. The creditor's otherwise pro-rata share of such distribution shall be fully reserved for by the Assignee until such time as the dispute is resolved. Disputed claims shall include a dispute related to any avoidance action the Assignee may have under state law. The Assignee may make interim distributions whenever the Assignee has accumulated sufficient funds to enable it to make a reasonable distribution. No distribution shall be in an amount less than \$100,000 (in the aggregate) except the final distribution.

(7) SEVENTH, any monies (distributions) unclaimed by creditors ninety days after the final distribution to unsecured creditors (if any) or the termination of the administration of the estate created by this general assignment, shall be re-distributed to all known unsecured creditors, being those creditors who cashed their respective dividend checks from the assignment estate, so long as any such distribution exceeds one percent of each such creditor's allowed claim.

(8) EIGHTH, the surplus, if any, of the assignment estate funds, when all debts of the Assignor shall have been paid in full, shall be paid and transferred to the holders of the equity of said Assignor, as per the list of equity holders provided with the making of this general assignment.

j. To do and perform any and all other acts necessary and proper for the liquidation or other disposition of the assets, including but not limited to abandonment, and the distribution of the proceeds derived therefrom to Assignor's creditors.

6. **RIGHTS OF CREDITORS.** All rights and remedies of the creditors against any surety or sureties for the Assignor are hereby expressly reserved and nothing herein shall prevent the creditors or any of them from suing any third parties or persons who may be liable to any of the creditors for all or any part of their claims against the Assignor, or from enforcing or otherwise obtaining the full benefit of any mortgage, charge, pledge, lien or other security which they now hold on any property, creditors or effects of the Assignor.

7. **LIABILITY OF ASSIGNEE.** It is understood and agreed that neither the Assignee nor any of its employees, officers, agents or representatives will assume any personal liability or responsibility for any of its acts as Assignee herein, but its obligation shall be limited to the performance of the terms and conditions of the general assignment in good faith and in the exercise of its best business judgment. The Assignee shall be indemnified by the assignment

estate for any claims brought by any party against the Assignee for any of its acts as Assignee herein.

8. **WARRANTIES OF ASSIGNOR.** Assignor hereby warrants as follows:

The list of creditors delivered concurrently herewith to the Assignee and as required under California Code of Civil Procedure §1802 is complete and correct as reflected by the books and records of the Assignors, as to the names of Assignors' creditors, their addresses and the amounts due them.

Assignor, through its officers and directors, shall perform any and all acts reasonably necessary and proper to assist the assignee in its orderly liquidation of the Assignors' assets, the collection of any and all monies owing the Assignors and in the distribution of said monies and proceeds of asset sales to the Assignor's creditors; provided, however, the officers and directors of Assignor shall only provide such assistance to the Assignee to the extent, and on the condition that, they are reasonably compensated for such services.

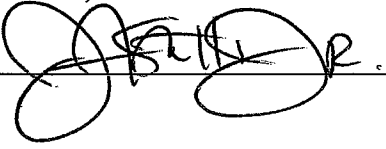
9. **POWER OF ATTORNEY.** The Assignors, by this general assignment hereby grants the Assignee a general power of attorney, which power of attorney specifically includes the right of the Assignee to prosecute any action in the name of the Assignors as Attorney in Fact.

10. **ACCEPTANCE BY ASSIGNEE.** By execution of this general assignment, the Assignee does hereby accept the estate herein created and agrees to faithfully perform its duties according to the best of the Assignee's skill, knowledge and ability. It is understood that the Assignee shall receive reasonable compensation for its services in connection with this estate. Reasonable compensation is defined to mean (a) three and one half percent (3.5%) of the first \$2,000,000 in proceeds from the liquidation of the Company's assets, plus 2.75% of any proceeds in excess of \$2,000,000, of which \$50,000 shall be paid as a nonrefundable deposit

concurrently with the assignment, plus (b) three percent (3.0%) of each and every dollar generated from the prosecution and collection of any avoidance action(s). Reasonable compensation does not replace or subsume the reimbursement of all the Assignee's expenses incurred as a result of the administration of the assignment estate from the proceeds generated therefrom.

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year first above written:

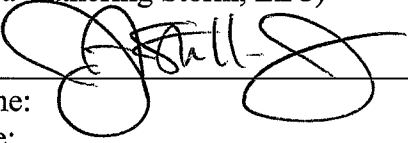
GATHERING STORM HOLDING COMPANY, LLC

By: 
Name: _____
Title: _____

Attested to

By: 
Its Secretary

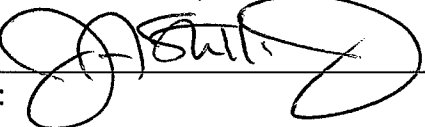
TMAX GEAR, LLC
(f/k/a Gathering Storm, LLC)

By: 
Name: _____
Title: _____

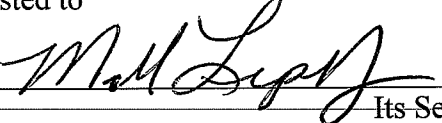
Attested to

By: 
Its Secretary

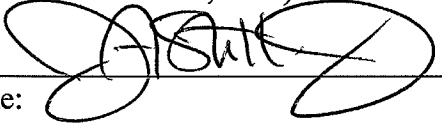
PERFECT STORM, LLC

By: 
Name: _____
Title: _____

Attested to

By: 
Its Secretary

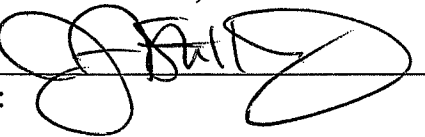
SKINS USA, LLC
(f/k/a Skins America, LLC)

By: 
Name: _____
Title: _____

Attested to

By: 
Its Secretary

JACO CLOTHING, LLC

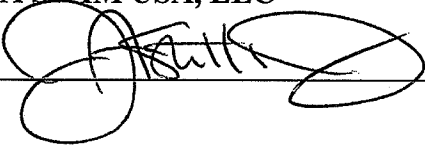
By: 
Name: _____
Title: _____

Attested to

By: 
Its Secretary

ARENA SWIM USA, LLC

By: _____
Name: _____
Title: _____

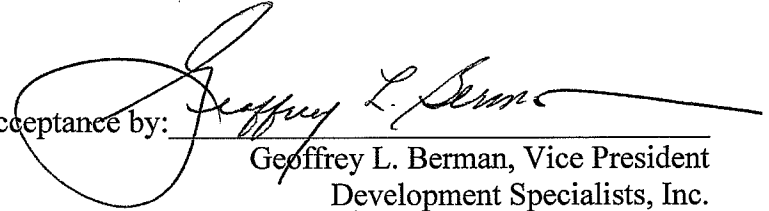


Attested to

By: _____
Its Secretary



Assignee Acceptance by: _____
Geoffrey L. Berman, Vice President
Development Specialists, Inc.



Date of Acceptance: _____ August 22, 2011

6:30 pm.

EXHIBIT 1

Name	Tax Identification Number
Gathering Storm Holding Company, LLC	27-1165291
tmax Gear, LLC (f/k/a Gathering Storm, LLC)	76-0795789
Perfect Storm, LLC	26-2836649
Skins USA, LLC (f/k/a Skins America, LLC)	27-1165519
Jaco Clothing, LLC	26-4583166
Arena Swim USA, LLC	27-1537027