

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT									
NATURE OF CONVEYANCE:	Trademark Security Agreement									
CONVEYING PARTY DATA										
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 30%;">Name</th> <th style="width: 30%;">Formerly</th> <th style="width: 20%;">Execution Date</th> <th style="width: 20%;">Entity Type</th> </tr> <tr> <td>Jaco Athletics, LLC</td> <td></td> <td>08/26/2011</td> <td>LIMITED LIABILITY COMPANY: FLORIDA</td> </tr> </table>	Name	Formerly	Execution Date	Entity Type	Jaco Athletics, LLC		08/26/2011	LIMITED LIABILITY COMPANY: FLORIDA		
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Jaco Athletics, LLC		08/26/2011	LIMITED LIABILITY COMPANY: FLORIDA							
RECEIVING PARTY DATA										
Name:	Development Specialists, Inc.									
Street Address:	333 South Grand Avenue, Suite 4070									
City:	Los Angeles									
State/Country:	CALIFORNIA									
Postal Code:	90071									
Entity Type:	CORPORATION: ILLINOIS									
PROPERTY NUMBERS Total: 2										
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 20%;">Property Type</th> <th style="width: 20%;">Number</th> <th style="width: 60%;">Word Mark</th> </tr> <tr> <td>Registration Number:</td> <td>3871639</td> <td>JACÓ</td> </tr> <tr> <td>Serial Number:</td> <td>85102431</td> <td>JACO CLOTHING</td> </tr> </table>	Property Type	Number	Word Mark	Registration Number:	3871639	JACÓ	Serial Number:	85102431	JACO CLOTHING	
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/									

900201615

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OP \$65.00 3871639

Date:

09/08/2011

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of August 26, 2011, between Jaco Athletics, LLC, a Florida Limited Liability Company (the "Grantor"), and Development Specialists, Inc., 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 (the "Secured Party").

Grantor and Secured Party hereby agree as follows:

SECTION 1. Definitions; Interpretation.

(a) Certain Defined Terms. As used in this Agreement, the following terms shall have the following meanings:

"Collateral" has the meaning set forth in § 2.

"Asset Purchase and Mutual Release Agreement" means that certain Asset Purchase and Mutual Release Agreement, dated as of the date hereof, between Grantor and Secured Party.

"PTO" means the United States Patent and Trademark Office.

"UCC" means the Uniform Commercial Code as in effect in the State of California.

(b) Terms Defined in UCC. Where applicable in the context of this Agreement and except as otherwise defined herein, terms used in this Agreement shall have the meanings assigned to them in the UCC.

(c) Construction. In this Agreement, the following rules of construction and interpretation shall be applicable: (i) no reference to "proceeds" in this Agreement authorizes any sale, transfer, or other disposition of any Collateral by Grantor; (ii) "includes" and "including" are not limiting; (iii) "or" is not exclusive; and (iv) "all" includes "any" and "any" includes "all."

SECTION 2. Security Interest.

(a) Grant of Security Interest. As security for the payment and performance of the obligations described in the Asset Purchase and Mutual Release Agreement, Grantor hereby grants to Secured Party a security interest in, and a mortgage upon, all of Grantor's right, title and interest in, to and under the following property, in each case whether now or hereafter existing or arising or in which Grantor now has or hereafter owns, acquires or develops an interest and wherever located (collectively, the "Collateral"):

(i) all state (including common law), federal and foreign trademarks, service marks and trade names, and applications for registration of such trademarks, service marks and trade names (but excluding any application to register any trademark, service mark or other mark

prior to the filing under applicable law of a verified statement of use (or the equivalent) for such trademark, service mark or other mark to the extent the creation of a security interest therein or the grant of a mortgage thereon would void or invalidate such trademark, service mark or other mark), all licenses relating to any of the foregoing and all income and royalties with respect to any licenses (including such marks, names and applications as described in Exhibit A), whether registered or unregistered and wherever registered, all rights to sue for past, present or future infringement or unconsented use thereof, all rights arising therefrom and pertaining thereto and all reissues, extensions and renewals thereof;

(ii) the entire goodwill of or associated with the businesses now or hereafter conducted by Grantor connected with and symbolized by any of the aforementioned properties and assets;

(iii) all general intangibles and all intangible intellectual or other similar property of Grantor of any kind or nature, associated with or arising out of any of the aforementioned properties and assets and not otherwise described above; and

(iv) all proceeds of any and all of the foregoing Collateral (including license royalties, rights to payment, accounts receivable and proceeds of infringement suits) and, to the extent not otherwise included, all payments under insurance (whether or not Secured Party is the loss payee thereof) or any indemnity, warranty or guaranty payable by reason of loss or damage to or otherwise with respect to the foregoing Collateral.

(b) Continuing Security Interest. Grantor agrees that this Agreement shall create a continuing security interest in the Collateral which shall remain in effect until terminated in accordance with Section 11.

SECTION 3. Representations and Warranties. Grantor represents and warrants to Secured Party that:

(a) Trademarks and Patents. A true and correct list of all of the existing Collateral consisting of U.S. trademarks and patents, trademark and patent registrations or applications owned by Grantor, in whole or in part, is set forth in Exhibit A.

SECTION 4. PTO Filings. Grantor agrees to make any and all filings with the PTO as is necessary to reflect its ownership of the trademarks and patents set forth in Exhibit A within 2 business days of the Closing Date.

SECTION 5. Further Acts. On a continuing basis, Grantor shall make, execute, acknowledge and deliver, and file and record in the proper filing and recording places, all such instruments and documents, and take all such action as may be necessary or advisable or may be requested by Secured Party to carry out the intent and purposes of this Agreement, or for assuring, confirming or protecting the grant or perfection of the security interest granted or purported to be granted hereby, to ensure Grantor's compliance with this Agreement or to enable Secured Party to exercise and enforce its rights and remedies hereunder with respect to the Collateral, including any documents for filing with the PTO or any applicable state office. Secured Party may record this Agreement, an abstract thereof, or any other document describing Secured Party's interest in the Collateral with the PTO, at the expense of Grantor. In addition, Grantor authorizes Secured Party

to file financing statements describing the Collateral in any UCC filing office deemed appropriate by Secured Party. If the Grantor shall at any time hold or acquire a commercial tort claim arising with respect to the Collateral, the Grantor shall immediately notify Secured Party in a writing signed by the Grantor of the brief details thereof and grant to the Secured Party in such writing a security interest therein and in the proceeds thereof, all upon the terms of this Agreement, with such writing to be in form and substance satisfactory to the Secured Party.

SECTION 6. Authorization to Supplement. If Grantor shall obtain rights to any new trademarks, the provisions of this Agreement shall automatically apply thereto. Grantor shall give prompt notice in writing to Secured Party with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantor's obligations under this Section 6, Grantor authorizes Secured Party to modify this Agreement by amending Exhibit A to include any such new trademark rights. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Exhibit A shall in any way affect, invalidate or detract from Secured Party's continuing security interest in all Collateral, whether or not listed on Exhibit A.

SECTION 7. Binding Effect. This Agreement shall be binding upon, inure to the benefit of and be enforceable by Grantor, Secured Party and their respective successors and assigns. Grantor may not assign, transfer, hypothecate or otherwise convey its rights, benefits, obligations or duties hereunder except as specifically permitted by the Asset Purchase and Mutual Release Agreement.

SECTION 8. Governing Law. This Agreement shall be governed by, and construed in accordance with, the law of the State of California, except as required by mandatory provisions of law or to the extent the validity, perfection or priority of the security interests hereunder, or the remedies hereunder, in respect of any Collateral are governed by the law of a jurisdiction other than California.

SECTION 9. Entire Agreement; Amendment. This Agreement and the Asset Purchase and Mutual Release Agreement, together with the Exhibits hereto and thereto, contains the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior drafts and communications relating to such subject matter. Neither this Agreement nor any provision hereof may be modified, amended or waived except by the written agreement of the parties, as provided in the Asset Purchase and Mutual Release Agreement. Notwithstanding the foregoing, Secured Party unilaterally may re-execute this Agreement or modify, amend or supplement the Exhibits hereto as provided in Section 6 hereof. To the extent that any provision of this Agreement conflicts with any provision of the Asset Purchase and Mutual Release Agreement, the provision giving Secured Party greater rights or remedies shall govern, it being understood that the purpose of this Agreement is to add to, and not detract from, the rights granted to Secured Party under the Asset Purchase and Mutual Release Agreement.

SECTION 10. Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement. Delivery of an executed counterpart of this Agreement by facsimile shall be equally as effective as delivery of a manually executed counterpart. Any party hereto delivering a counterpart of this Agreement by facsimile shall also deliver a manually executed counterpart, but

the failure to so deliver a manually executed counterpart shall not affect the validity, enforceability, or binding effect hereof.

SECTION 11. Termination. Upon payment and performance in full of all obligations described in the Asset Purchase and Mutual Release Agreement, the security interests created by this Agreement shall terminate and Secured Party (at Grantor's expense) shall promptly execute and deliver to Grantor such documents and instruments reasonably requested by Grantor as shall be necessary to evidence termination of all such security interests given by Grantor to Secured Party hereunder, including cancellation of this Agreement by written notice from Secured Party to the PTO.

SECTION 12. No Inconsistent Requirements. Grantor acknowledges that this Agreement and the other documents, agreements and instruments entered into or executed in connection herewith may contain covenants and other terms and provisions variously stated regarding the same or similar matters, and Grantor agrees that all such covenants, terms and provisions are cumulative and all shall be performed and satisfied in accordance with their respective terms.

SECTION 13. Severability. If one or more provisions contained in this Agreement shall be invalid, illegal or unenforceable in any respect in any jurisdiction or with respect to any party, such invalidity, illegality or unenforceability in such jurisdiction or with respect to such party shall, to the fullest extent permitted by applicable law, not invalidate or render illegal or unenforceable any such provision in any other jurisdiction or with respect to any other party, or any other provisions of this Agreement.

SECTION 14. Notices. All notices and other communications hereunder shall be in writing and shall be mailed, sent or delivered in accordance with the Asset Purchase and Mutual Release Agreement.

[Remainder of page intentionally left blank.]

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

JACO ATHLETICS, LLC
a Florida Limited Liability Company,

By its manager
POWER IN HONOR HOLDINGS, LLC

By: _____
Name: Glenn Robinson
Title: Manager

DEVELOPMENT SPECIALISTS, INC., 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

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

JACO ATHLETICS, LLC
a Florida Limited Liability Company,

By its manager
POWER IN HONOR HOLDINGS, LLC

By: _____
Name: Glenn Robinson
Title: Manager

DEVELOPMENT SPECIALISTS, INC., 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

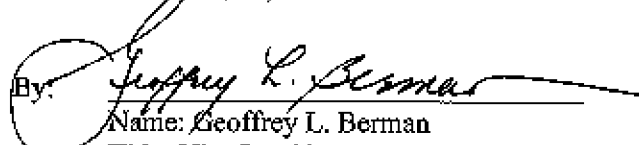
By:  _____
Name: Geoffrey L. Berman
Title: Vice President

EXHIBIT A
to the Trademark Security Agreement
Grantor: Jaco Athletics, LLC

U.S. Trademarks of Grantor

Registration No.	Registration Date	Registration Owner	Mark
3871639	November 2, 2010	Jaco Athletics, LLC	JACO

Pending U.S. Trademark and Patent Applications of Grantor

Application or Serial No.	Filing Date	Applicant	Mark or Title
85102431	August 6, 2010	Jaco Clothing LLC	JACO CLOTHING
12/405,188	March 16, 2009	Jaco Clothing LLC	Lower-Body Garment Having A Secure Waist Assembly
PCT/US10/26620	March 9, 2010	Jaco Clothing LLC	LOWER BODY GARMENT HAVING A SECURE WAIST ASSEMBLY
12/432,265	April 29, 2009	Jaco Clothing LLC	Athletic Undergarment and Protective Cup Assembly
PCT/US10/32734	April 28, 2010	Jaco Clothing LLC	Athletic Undergarment and Protective Cup Assembly
29/333.871	March 16, 2009	Jaco Clothing LLC	Waistband for Lower-Body Garment