

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Collateral Assignment and Security Agreement

CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
THROWDOWN INDUSTRIES, INC		01/26/2012	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA	
Name:	WELLS FARGO BANK, NATIONAL ASSOCIATION
Street Address:	333 South Grand Avenue, Suite 4150
City:	Los Angeles
State/Country:	CALIFORNIA
Postal Code:	90071
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 18		
Property Type	Number	Word Mark
Registration Number:	3928195	T ELITE
Registration Number:	3928182	T ELITE
Serial Number:	85052753	THE CIRCLE
Serial Number:	85052736	THE HEXAGON
Serial Number:	85052719	THE HEX
Registration Number:	3903876	THROWDOWN
Registration Number:	3241751	THROWDOWN
Registration Number:	3503037	THROWDOWN MAG
Registration Number:	3292043	THROWDOWN
Registration Number:	3536368	THROWDOWN
Registration Number:	3582470	THROWDOWN FIGHTGEAR
Registration Number:	3582452	ANY TIME ANY PLACE
Registration Number:	3511347	T THROWDOWN
Registration Number:	3589923	THROWDOWN ELITE

CH \$465.00 3928195

Registration Number:	3507692	THROWDOWN
Registration Number:	3497833	T THROWDOWN
Registration Number:	3505817	THROWDOWN T1
Registration Number:	3462987	

CORRESPONDENCE DATA

Fax Number: (949)720-0182

Phone: 949-224-6291

Email: Trademark@Buchalter.com

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Correspondent Name: Farah P. Bhatti, Esq.

Address Line 1: 18400 Von Karman Ave., Suite 800

Address Line 4: Irvine, CALIFORNIA 92612

ATTORNEY DOCKET NUMBER:

C2133-0109

NAME OF SUBMITTER:

Farah P. Bhatti

Signature:

/Farah P. Bhatti, Esq./

Date:

03/01/2012

Total Attachments: 14

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TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT

THIS TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT

(as amended, modified, supplemented, extended, renewed, restated or replaced from time to time, this "Agreement") is made this 26th day of January, 2012 between **THROWDOWN INDUSTRIES, INC.**, a California corporation ("Pledgor"), having its chief executive office at 1799 Apollo Court, Seal Beach, California 90740 and **WELLS FARGO BANK, NATIONAL ASSOCIATION** ("Bank"), having a place of business at 333 South Grand Avenue, Suite 4150, Los Angeles, California 90071.

WITNESSETH:

WHEREAS, Bank has entered or is about to enter into certain financing arrangements with Affliction Holdings, LLC, a California limited liability company ("Borrower") pursuant to that certain Amended and Restated Credit and Security Agreement dated as of the date hereof (as the same now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, the "Credit Agreement"), pursuant to which Bank may make loans and advances and provide other financial accommodations to Borrower, and other agreements, notes, documents and instruments referred to therein or at any time executed and/or delivered in connection therewith or related thereto, including, but not limited to, this Agreement (all of the foregoing, together with the Credit Agreement, and the Loan Documents (as defined in the Credit Agreement), as the Credit Agreement and the other Loan Documents now exist or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, being collectively referred to herein as the "Financing Agreements");

WHEREAS, Pledgor is entering into that certain Unlimited Guaranty (Corporate) dated the date hereof in favor of Bank (the "Guaranty"); and

WHEREAS, in order to induce Bank to enter into the Credit Agreement and the other Financing Agreements and to make loans and advances and provide other financial accommodations to Borrower pursuant thereto, Pledgor has agreed to grant to Bank certain collateral security as set forth herein;

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Pledgor hereby agrees as follows:

1. DEFINED TERMS

All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement.

2. GRANT OF SECURITY INTEREST

As collateral security for the prompt performance, observance and indefeasible payment in full of all of the Obligations (as hereinafter defined), Pledgor hereby grants to Bank, for itself and its affiliates, a collateral security interest in and a general lien upon, and a conditional assignment of, all of Pledgor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising and wherever located (collectively, the "Collateral"): (a) any and all trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks and service mark

applications, including (i) the trade names, registered trademarks, trademark applications, registered service marks and service mark applications listed on Exhibit A, (ii) all renewals thereof, (iii) all income, royalties, damages and payments now and hereafter due or payable under and with respect thereto, including payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (iv) the right to sue for past, present and future infringements and dilutions thereof, (v) the goodwill of Pledgor's business symbolized by the foregoing or connected therewith, and (vi) all of Pledgor's rights corresponding thereto throughout the world (collectively, the "Trademarks"); (b) all Trademark Licenses (as hereinafter defined); (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and (d) all products and proceeds (as that term is defined in the UCC) of the foregoing, including any claim by Pledgor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Trademark License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark License. Notwithstanding anything contained in this Agreement to the contrary, the term "Collateral" shall not include any United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law, provided that upon submission and acceptance by the United States Patent and Trademark Office (the "USPTO") of an amendment to allege use pursuant to 15 U.S.C. Section 1060(a) (or any successor provision), such intent-to-use trademark application shall be considered Collateral. For the purposes of this Agreement, "Trademark License" means (a) any licenses or other similar rights provided to Pledgor in or with respect to any Trademark owned or controlled by any other Person, and (b) any licenses or other similar rights provided to any other Person in or with respect to any Trademark owned or controlled by Pledgor, in each case, including (i) the license agreements listed on Exhibit B, and (ii) the right to use any of the licenses or other similar rights described in this definition in connection with the enforcement of the Bank's rights under the Financing Agreements.

3. OBLIGATIONS SECURED

The security interest, lien and other interests granted to Bank pursuant to this Agreement shall secure the prompt performance, observance and payment in full of all amounts of any nature whatsoever, direct or indirect, absolute or contingent, due or to become due, arising or incurred heretofore or hereafter, arising under this Agreement and all other obligations and liabilities of Pledgor under the Guaranty (all hereinafter referred to as "Obligations").

4. REPRESENTATIONS, WARRANTIES AND COVENANTS

Pledgor hereby represents, warrants and covenants with and to Bank the following (all of such representations, warranties and covenants being continuing so long as any of the Obligations are outstanding) the truth and accuracy in all material respects of which, or compliance therewith, being a continuing condition of the making of loans and advances and other financial accommodations by Bank to Borrower under the Financing Agreements:

(a) Pledgor shall pay and perform all of the Obligations according to their terms and pursuant to the terms and conditions of this Agreement and the Guaranty.

(b) All of the existing Collateral is valid and subsisting in full force and effect, and Pledgor owns the sole, full and clear title thereto, and the right and power to grant the security interest and conditional assignment granted hereunder. Pledgor shall, at Pledgor's sole expense, perform all acts and execute all documents necessary or, in Bank's sole and absolute discretion, advisable to maintain the

existence of the Collateral consisting of registered Trademarks that are necessary for the conduct of the business of the Pledgor as registered trademarks and to maintain all of the Collateral that are necessary for the conduct of the business of the Pledgor as valid and subsisting, including the filing of any renewal affidavits and applications. The Collateral is not subject to any liens, claims, mortgages, assignments, licenses, security interests or encumbrances of any nature whatsoever, except: (i) the security interests granted hereunder and (ii) the licenses permitted under Section 3(e) below.

(c) Pledgor shall not assign, sell, mortgage, lease, transfer, pledge, hypothecate, grant a security interest in or lien upon, encumber, grant an exclusive or non-exclusive license relating to the Collateral, or otherwise dispose of any of the Collateral, in each case without the prior written consent of Bank. Nothing in this Agreement shall be deemed a consent by Bank to any such action.

(d) Pledgor shall, at Pledgor's sole expense, promptly perform all acts and execute all documents requested at any time by Bank in its Permitted Discretion to evidence, perfect, maintain, record or enforce the security interest in and conditional assignment of the Collateral granted hereunder or to otherwise further the provisions of this Agreement. Pledgor hereby authorizes Bank to execute and file one or more financing statements (or similar documents) with respect to the Collateral, signed only by Bank or as otherwise determined by Bank. Pledgor further authorizes Bank to have this Agreement or any other similar security agreement filed with the USPTO or any other appropriate federal, state or local government office.

(e) As of the date hereof, Pledgor does not have any Trademarks registered, or the subject of pending applications, in the USPTO or any similar office or agency in the United States, any State thereof, any political subdivision thereof or in any other country, other than those described in Exhibit A hereto and has not granted any licenses with respect thereto other than as set forth in Exhibit B hereto.

(f) Pledgor shall, concurrently with the execution and delivery of this Agreement, execute and deliver to Bank five (5) originals of a Special Power of Attorney in the form of Exhibit C annexed hereto for the implementation of the assignment, sale or other disposition of the Collateral pursuant to Bank's exercise of the rights and remedies granted to Bank hereunder.

(g) Bank may, in its sole and absolute discretion, pay any amount or do any act which Pledgor fails to pay or do as required hereunder or as requested by Bank to preserve, defend, protect, maintain, record or enforce the Obligations, the Collateral or the security interest and conditional assignment granted hereunder, including, but not limited to, all filing or recording fees, court costs, collection charges, reasonable attorneys' fees and out-of-pocket legal expenses. Pledgor shall be liable to Bank for any such payment, which payment shall be deemed an advance by Bank to Pledgor, shall be payable on demand together with interest at the highest rate then applicable to the indebtedness of Borrower to Bank set forth in the Credit Agreement and shall be part of the Obligations secured hereby.

(h) Pledgor shall not file any application for the registration of a Trademark with the USPTO or any similar office or agency in the United States, any State thereof, any political subdivision thereof or in any other country, unless Pledgor has given Bank fifteen (15) days prior written notice of such action. If, after the date hereof, Pledgor shall (i) obtain any registered Trademark, or apply for any such registration in the USPTO or in any similar office or agency in the United States, any State thereof, any political subdivision thereof or in any other country or (ii) become an owner of any trademark registrations or applications for trademark registration used in the United States, any State thereof, any political subdivision thereof or in any other country, the provisions of Section 1 hereof shall automatically apply thereto. Upon the request of Bank, Pledgor shall promptly execute and deliver to Bank any and all

assignments, agreements, instruments, documents and such other papers as may be requested by Bank to evidence the security interests in and conditional assignment of such Trademark in favor of Bank.

(i) Pledgor has not abandoned any of the Trademarks and Pledgor shall not do any act, nor omit to do any act, whereby the Trademarks necessary in the operation of the business of the Pledgor may become invalidated, unenforceable, avoided or avoidable. Pledgor shall notify Bank immediately if it knows or has reason to know of any reason why any application, registration or recording with respect to the Trademarks necessary in the operation of the business of the Pledgor may become canceled, invalidated, avoided or avoidable, or why any application may not be granted.

(j) Pledgor shall render any assistance, as Bank shall determine in its Permitted Discretion is necessary or advisable, to Bank in any proceeding before the USPTO, any federal or state court, or any similar office or agency in the United States, any State thereof, any political subdivision thereof or in any other country, to maintain such application and registration of the Trademarks as Pledgor's exclusive property and to protect Bank's interest therein, including the filing of applications for renewal, affidavits of use, affidavits of incontestability, and opposition, interference, and cancellation proceedings.

(k) No infringement or unauthorized use presently is being made of any of the Trademarks that would adversely affect in any material respect the fair market value of the Collateral or the benefits of this Agreement granted to Bank, including the validity, priority or perfection of the security interest granted herein or the remedies of Bank hereunder. There has been no judgment holding any Trademark invalid or unenforceable, in whole or part, nor is the validity or enforceability of any Trademark being questioned in any litigation or proceeding. Pledgor shall promptly notify Bank if Pledgor (or any affiliate thereof) learns of any act by any Person which infringes, or which may be reasonably likely to infringe, upon any Trademark. If requested by Bank, Pledgor, at Pledgor's sole expense, shall join with Bank in such action as Bank, in Bank's sole and absolute discretion, may deem advisable for the protection of Bank's interest in and to any or all of the Trademarks.

(l) Pledgor assumes all responsibility and liability arising from the use of the Trademarks and Pledgor hereby indemnifies and holds Bank harmless from and against any claim, suit, loss, damage, or expense (including reasonable attorneys' fees and out-of-pocket legal expenses) arising out of any alleged defect in any service or product manufactured, promoted, or sold by Pledgor (or any affiliate thereof) in connection with any Trademark or out of the manufacture, promotion, labeling, sale, distribution or advertisement of any such product or service by Pledgor (or any affiliate thereof). The foregoing indemnity shall survive the payment of the Obligations, the termination of this Agreement and the termination or non-renewal of the Credit Agreement.

(m) Pledgor shall promptly pay Bank for any and all reasonable and out-of-pocket expenditures made by Bank pursuant to the provisions of this Agreement or for the defense, protection, or enforcement of the Obligations, the Collateral, or the security interests and conditional assignment granted hereunder, including, but not limited to, all filing or recording fees, court costs, collection charges, and reasonable attorneys' fees and out-of-pocket legal expenses. Such expenditures shall be payable on demand, together with interest at the highest rate then applicable to the indebtedness of Borrower to Bank set forth in the Credit Agreement and shall be part of the Obligations secured hereby.

5. RIGHTS AND REMEDIES

Upon the occurrence and during the continuation of an Event of Default, in addition to all other rights and remedies of Bank, whether provided under this Agreement, the Credit Agreement, the

other Financing Agreements, applicable law or otherwise, Bank shall have the following rights and remedies which may be exercised without notice to, or consent by, Pledgor except as such notice or consent is expressly provided for hereunder:

(a) Bank may require that neither Pledgor nor any affiliate of Pledgor make any use of the Trademarks for any purpose whatsoever. Bank may make use of any Trademarks for the sale of goods, completion of work-in-process or rendering of services in connection with enforcing any other security interest granted to Bank by Pledgor or any affiliate of Pledgor or for such other reason as Bank may determine.

(b) Bank may grant such license or licenses relating to the Collateral for such term or terms, on such conditions, and in such manner, as Bank shall in its sole and absolute discretion deem appropriate. Such license or licenses may be general, special or otherwise, and may be granted on an exclusive or non-exclusive basis throughout all or any part of the United States of America, its territories and possessions, and all foreign countries.

(c) Bank may assign, sell or otherwise dispose of the Collateral or any part thereof, either with or without special conditions or stipulations except that if notice to Pledgor of intended disposition of Collateral is required by law, the giving of five (5) Business Days prior written notice to Pledgor of any proposed disposition shall be deemed reasonable notice thereof and Pledgor waives any other notice with respect thereto. Bank shall have the power to buy the Collateral or any part thereof, and Bank shall also have the power to execute assurances and perform all other acts which Bank may, in its sole and absolute discretion, deem appropriate or proper to complete such assignment, sale or disposition.

(d) In addition to the foregoing, in order to implement the assignment, sale or other disposition of any of the Collateral pursuant to the terms hereof, Bank may at any time execute and deliver on behalf of Pledgor, pursuant to the authority granted in the Powers of Attorney described in Section 3(f) hereof, one or more instruments of assignment of the Trademarks (or any application, registration, or recording relating thereto), in form suitable for filing, recording, or registration. Pledgor agrees to pay Bank on demand all costs incurred in any such transfer of the Collateral, including, but not limited to, any taxes, fees, and attorneys' fees and legal expenses. Pledgor agrees that Bank has no obligation to preserve rights to the Trademarks against any other parties.

(e) Bank may first apply the proceeds actually received from any such license, assignment, sale or other disposition of any of the Collateral to the costs and expenses thereof, including reasonable attorneys' fees and all legal, and other out-of-pocket expenses which may be incurred by Bank. Thereafter, Bank may apply any remaining proceeds to such of the Obligations as Bank may in its sole and absolute discretion determine. In the event the proceeds of Collateral are insufficient to satisfy all of the Obligations in full, Pledgor shall remain liable for any such deficiency and shall pay Bank on demand any such unpaid amount, together with interest at the highest rate then applicable to the indebtedness of Pledgor to Bank set forth in the Credit Agreement.

(f) Pledgor shall supply to Bank or to Bank's designee, Pledgor's knowledge and expertise relating to the manufacture, sale and distribution of the products and rendition of services to which the Trademarks relate.

(g) Nothing contained herein shall be construed as requiring Bank to take any such action at any time. All of Bank's rights and remedies, whether provided under this Agreement, the Credit Agreement, the other Financing Agreements, applicable law or otherwise, shall be cumulative and none is exclusive. Such rights and remedies may be enforced alternatively, successively, or concurrently.

6. **JURY TRIAL WAIVER; OTHER WAIVERS AND CONSENTS; GOVERNING LAW**

(a) This Agreement is made and is to be performed under the laws of the State of California and shall be governed by and construed and enforced in accordance with said law, excluding any principles of any conflicts of laws or other rule of law that would result in the application of the law of any jurisdiction other than the laws of the State of California. Pledgor and Bank expressly submit and consent to the jurisdiction of the state and federal courts located in the County of Los Angeles, State of California with respect to any controversy arising out of or relating to this Agreement or any alteration, amendment, change, extension, modification, renewal, replacement, substitution, joinder or supplement hereto or to any transactions in connection herewith. Pledgor and Bank irrevocably waive all claims, obligations and defenses that Pledgor or Bank, as applicable, may have regarding such court's personal or subject matter jurisdiction, venue or inconvenient forum. Nothing herein shall limit the right of Bank to bring proceedings against Pledgor in any other court. Each of the parties to this Agreement hereby waives personal service of any summons or complaint or other process or papers to be issued in any action or proceeding involving any such controversy and hereby agrees that service of such summons or complaint or process may be made by registered or certified mail to the other party at the address appearing on the signature page hereto.

(b) BANK AND PLEDGOR DO HEREBY WAIVE ANY AND ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING OF ANY KIND ARISING ON, OUT OF, BY REASON OF, OR RELATING IN WAY TO, THIS AGREEMENT OR THE INTERPRETATION OR ENFORCEMENT THEREOF OR TO ANY TRANSACTIONS HEREUNDER.

(c) Pledgor waives presentment and protest of any instruments and all notices thereof, notice of default and all other notices to which it might otherwise be entitled.

(d) Bank shall not have any liability to Pledgor (whether in tort, contract, equity or otherwise) for losses suffered by Pledgor in connection with, arising out of, or in any way related to the transactions or relationships contemplated by this Agreement, or any act, omission or event occurring in connection herewith, unless it is determined by a final and non-appealable judgment or court order binding on Bank that the losses were the result of Bank's acts or omissions constituting gross negligence or willful misconduct.

(e) Bank and Pledgor agree that this Agreement shall be subject to the provisions of the Reference Provisions set forth in the Guaranty.

7. **MISCELLANEOUS**

(a) Unless otherwise specified herein, all notices pursuant to this Agreement shall be in writing and sent either (i) by hand, (ii) by certified mail, return receipt requested, (iii) by recognized overnight courier service, or (iv) by e-mail or fax, to the other party at the address set forth herein, or to such other address as a party may from time to time furnish to the other party by notice. Any notice hereunder shall be deemed to have been given on (w) the day of hand delivery, (x) the date of delivery, if delivered by e-mail or fax, (y) the third Business Day after the day it is deposited in the U.S. Mail, if sent as aforesaid, or (z) the day after it is delivered to a recognized overnight courier service with instructions for next day delivery.

(b) Unless the context of this Agreement clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and

“including” are not limiting, and the term “or” has, except where otherwise indicated, the inclusive meaning represented by the phrase “and/or”. The words “hereof”, “herein”, “hereby”, “hereunder”, and similar terms in this Agreement refer to this Agreement as a whole and not to any particular provision of this Agreement. Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise specified. Any reference in this Agreement to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). The words “asset” and “property” shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts, and contract rights. The word “Person” means natural persons, corporations, limited liability companies, limited partnerships, general partnerships, limited liability partnerships, joint ventures, trusts, land trusts, business trusts, or other organizations, irrespective of whether they are legal entities, and governments and agencies and political subdivisions thereof, and any reference herein to any Person shall be construed to include such Person’s successors and assigns.

(c) Bank shall have the right to assign this Agreement; Pledgor shall have no right to assign this Agreement; and this Agreement, the other Financing Agreements and any other document referred to herein shall inure to the benefit of and shall bind Bank and Pledgor and their respective successors and assigns.

(d) No failure or delay by Bank in exercising any of its powers or rights hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any such power or right preclude other or further exercise thereof or the exercise of any other right or power. Bank’s rights, remedies and benefits hereunder are cumulative and not exclusive of any other rights, remedies or benefits which Bank may have. No waiver by Bank will be effective unless in writing and then only to the extent specifically stated.

(e) If any provision of this Agreement is found to be unenforceable or otherwise invalid under applicable law, such provision shall be ineffective only to the extent of such invalidity and the remaining provisions of this Agreement shall remain in full force and effect.

(f) This Agreement is the result of full and complete negotiation at arm’s length by all parties hereto. No prior drafts or memoranda prepared by any party shall be used to construe or interpret any provision hereof, nor shall any one party be construed the “drafter” of this Agreement for the purpose of construing the terms, conditions or obligations set forth herein. This Agreement sets forth the entire understanding of the parties with respect to the matters set forth herein and supersedes in their entirety any and all understandings and agreements, whether written or oral, of the parties with respect to the foregoing. This Agreement cannot be changed, modified or amended in any respect except by a Record executed by the party to be charged. Pledgor acknowledges that it has been advised by counsel in connection with the execution of this Agreement and the other Financing Agreements and is not relying upon oral representations or statements inconsistent with the terms and provisions of this Agreement.

(g) Upon the payments in full and in cash of all Indebtedness (as defined in the Credit Agreement) and the termination of any commitments thereunder, Pledgor’s obligations under this Agreement shall be released and discharged which shall also revoke, cancel, and render the Special Power of Attorney as null and void.

[Signature Page Follows]

IN WITNESS WHEREOF, Pledgor and Bank have executed this Agreement as of the day and year first above written.

THROWDOWN INDUSTRIES, INC.

By: 

Name: David E. Vautrin

Title: Chief Executive Officer

Address: 92 Argonaut, Suite 100 *150 SV*
Aliso Viejo, California 92656

Attention: David E. Vautrin, CEO

Fax: _____

E-mail: david.vautrin@throwdown.com

dave.vautrin@me.com

Trademark Collateral Assignment
and Security Agreement
(Throwdown Industries, Inc.)

TRADEMARK
REEL: 004727 FRAME: 0882

STATE OF CALIFORNIA)

COUNTY OF Orange)

On 1/31/12, before me, David Paz Notary Public,
Date Name And Title Of Officer (e.g. "Jane Doe, Notary Public")

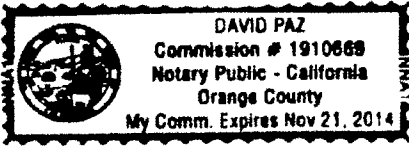
personally appeared David E. Votrin,
Name of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Signature] (Seal)



STATE OF CALIFORNIA)

COUNTY OF _____)

On _____, before me, _____,
Date Name And Title Of Officer (e.g. "Jane Doe, Notary Public")

personally appeared _____,
Name of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

Notary Acknowledgment

**EXHIBIT A
TO
TRADEMARK COLLATERAL ASSIGNMENT
AND SECURITY AGREEMENT**

**TRADE NAMES, REGISTERED TRADEMARKS, TRADEMARK APPLICATIONS,
REGISTERED SERVICE MARKS AND SERVICE MARK APPLICATIONS**

Status	Owner	Trademark	Serial No. / Reg. No.	File Date / Reg. Date
Registered	Throwdown Industries, Inc.	T ELITE and Design	3,928,195	03/08/2011
Registered	Throwdown Industries, Inc.	T ELITE and Design	3,928,182	03/08/2011
Pending	Throwdown Industries, Inc.	THE CIRCLE	85-052,753	06/02/2010
Pending	Throwdown Industries, Inc.	THE HEXAGON	85-052,736	06/02/2010
Pending	Throwdown Industries, Inc.	THE HEX	85-052,719	06/02/2010
Registered	Throwdown Industries, Inc.	THROWDOWN	3,903,876	01/11/2011
Registered	Throwdown Industries, Inc.	THROWDOWN	3,241,751	05/15/2007
Registered	Throwdown Industries, Inc.	THROWDOWN MAG	3,503,037	09/16/2008
Registered	Throwdown Industries, Inc.	THROWDOWN and Design	3,292,043	09/11/2007
Registered	Throwdown Industries, Inc.	THROWDOWN	3,536,368	11/25/2008
Registered	Throwdown Industries, Inc.	THROWDOWN FIGHTGEAR	3,582,470	03/03/2009
Registered	Throwdown Industries, Inc.	ANY TIME ANY PLACE	3,582,452	03/03/2009
Registered	Throwdown Industries, Inc.	T THROWDOWN and Design	3,511,347	10/07/2008
Registered	Throwdown Industries, Inc.	THROWDOWN ELITE	3,589,923	03/17/2009
Registered	Throwdown Industries, Inc.	THROWDOWN	3,507,692	09/30/2008
Registered	Throwdown Industries, Inc.	T THROWDOWN and Design	3,497,833	09/09/2008
Registered	Throwdown Industries, Inc.	THROWDOWN TI and Design	3,505,817	09/23/2008
Registered	Throwdown Industries, Inc.	DESIGN ONLY	3,462,987	07/08/2008

**EXHIBIT B
TO
TRADEMARK COLLATERAL ASSIGNMENT
AND SECURITY AGREEMENT**

TRADEMARK LICENSES

License Agreement, dated January 26, 2012, between Throwdown Industries, Inc and Affliction Holdings, LLC.

STATE OF CALIFORNIA)
)
COUNTY OF _____)

On _____, before me, _____,
Date Name And Title Of Officer (e.g. "Jane Doe, Notary Public")

personally appeared _____,
Name of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

**WELLS FARGO BANK,
NATIONAL ASSOCIATION**

By: *Marc Grossman*
Name: Marc Grossman
Title: Authorized Signatory

Address: 333 South Grand Avenue, Suite 4150
Los Angeles, California 90071
Attention: Christopher L. Rogers, SVP
Fax: (866) 512-4623
E-mail: Christopher.l.rogers@wellsfargo.com

Trademark Collateral Assignment
and Security Agreement
(Throwdown Industries, Inc.)