

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GYM-MARK, INC.		03/30/2012	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	CREDIT SUISSE AG, AS COLLATERAL AGENT AND GRANTEE		
Street Address:	ELEVEN MADISON AVENUE		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10010		
Entity Type:	BANK: SWITZERLAND		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3921175	SHADE	
Registration Number:	3306515	SHADE CLOTHING	
CORRESPONDENCE DATA			
Fax Number:	8004947512		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	2023704761		
Email:	tfahey@nationalcorp.com		
Correspondent Name:	Thomas Fahey		
Address Line 1:	1100 G Street NW, Suite 420		
Address Line 2:	National Corporate Research, Ltd.		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20005		
ATTORNEY DOCKET NUMBER:	F139770		
NAME OF SUBMITTER:	Mariee Pilkington		
Signature:	/Mariee Pilkington/		

OP \$65.00 3921175

TRADEMARK

Date:

06/13/2012

Total Attachments: 4

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GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, GYM-MARK, INC., a California corporation (the "Grantor") with principal offices at 500 Howard Street, San Francisco, California 94105, hereby grants to CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as Collateral Agent, with principal offices at Eleven Madison Avenue, New York, NY 10010 (the "Grantee"), a continuing security interest in (i) all of the Grantor's right, title and interest in, to and under the United States trademarks, trademark registrations and trademark applications (collectively, the "Marks") set forth on Schedule A attached hereto, (ii) all Proceeds (as such term is defined in the Security Agreement referred to below) and products of the Marks, (iii) the goodwill of the businesses with which the Marks are associated and (iv) all causes of action arising on, prior to or after the date hereof for infringement, or dilution of, or other injury to, any of the Marks or unfair competition regarding the same.

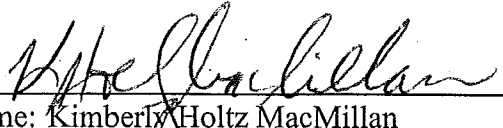
THIS GRANT is made to secure the payment or performance, as the case may be, in full of the Secured Obligations, as such term is defined in the Security Agreement among the Grantor, the other assignors from time to time party thereto and the Grantee, dated as of November 23, 2010 (as amended, modified, restated and/or supplemented from time to time, the "Security Agreement").

This Grant has been granted in conjunction with the security interest granted to the Grantee under the Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are as set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

[Remainder of this page intentionally left blank]


IN WITNESS WHEREOF, the undersigned have executed this Grant as of the 30th day of March, 2012.

GYM-MARK, INC.,
as Grantor

By: 
Name: Kimberly Holtz MacMillan
Title: Assistant Secretary


CREDIT SUISSE AG, CAYMAN ISLANDS
BRANCH, as Collateral Agent and Grantee

By: 
Name: **John N. Toronto**
Title: **Managing Director**

By: 
Name: **VIPUL DHADDA**
Title: **ASSOCIATE**

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

SCHEDULE A

<u>MARK</u>	<u>SERIAL / REG. NO.</u>	<u>APP. / REG. DATE</u>
SHADE	3,921,175	2/15/2011
SHADE CLOTHING and Design 	3,306,515	10/9/2007