

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
Etonic Holdings, LLC		09/13/2012	LIMITED LIABILITY COMPANY: NEW YORK

RECEIVING PARTY DATA

Name:	North Jersey Community Bank
Street Address:	301 Sylvan Avenue
City:	Englewood Cliffs
State/Country:	NEW JERSEY
Postal Code:	07632
Entity Type:	Banking corporation: NEW JERSEY

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Registration Number:	0872644	ETONIC
Registration Number:	0766756	ETONIC
Registration Number:	4009724	ETONIC
Registration Number:	3134805	SHOCKSORB
Registration Number:	2124804	COOLER
Registration Number:	3303356	AERIFY
Registration Number:	2990424	STABILIZER
Registration Number:	1548392	DRP
Registration Number:	1352939	
Registration Number:	3456272	ETONIC
Registration Number:	1338021	ETONIC
Registration Number:	1328691	ETONIC
Registration Number:	1057749	ETONIC

CH \$340.00 0872644

CORRESPONDENCE DATA

Fax Number: 2129830772
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 212-986-1200
Email: wcox@gordonherlands.com
Correspondent Name: William H. Cox
Address Line 1: 355 Lexington Avenue
Address Line 2: Gordon, Herlands. Randolph & Cox LLP
Address Line 4: New York, NEW YORK 10017

NAME OF SUBMITTER:	Peter J. Vranum
Signature:	/peter j. vranum/
Date:	09/14/2012

Total Attachments: 23
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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement ("Agreement") is made this 13th day of September, 2012, by **ETONIC HOLDINGS, LLC**, a New York limited liability company with offices at 1400 Broadway, Suite 1405, New York, New York 10018 and delivered to **NORTH JERSEY COMMUNITY BANK**, its successors and/or assigns, with offices at 301 Sylvan Avenue, Englewood Cliffs, New Jersey 07632 ("Lender").

BACKGROUND

A. This Agreement is being executed contemporaneously with that certain Promissory Note and Security Agreement of even date herewith between Borrower and Lender (as it may be supplemented, restated, superseded, amended or replaced from time to time, the "Loan Documents"), under which Borrower is granting Lender a lien on and security interest in certain assets of Borrower associated with or relating to services or products sold under Borrower's trademarks and the goodwill associated therewith, and under which Lender is entitled to foreclose or otherwise deal with such assets under the terms and conditions set forth therein. Capitalized terms not defined herein shall have the meanings given to such terms in the Loan Documents.

B. Borrower has acquired and Borrower or its predecessor has adopted, used and is using (or has filed applications for the registration of) the trademarks, service marks and trade names listed on Schedule "A" attached hereto and made part hereof (all such marks or names hereinafter collectively referred to as the "Trademarks").

C. Pursuant to the Loan Documents, Lender is acquiring a lien on, security interest in and a license to use the Trademarks and the registration thereof, together with all the goodwill of Borrower associated therewith and represented thereby, as security for all of Borrower's

Obligations (as defined in the Loan Documents), and Lender desires to have its security interest in such Trademarks confirmed by a document identifying same and in such form that it may be recorded in the United States Patent and Trademark Office.

NOW THEREFORE, with the foregoing background hereinafter deemed incorporated by reference and made a part hereof, and in consideration of the premises and mutual promises herein contained, the parties hereto, intending to be legally bound hereby, covenant and agree as follows:

1. In consideration of and pursuant to the terms of the Loan Documents, and for other good, valuable and sufficient consideration, the receipt of which is hereby acknowledged, and to secure Borrower's Obligations, Borrower grants to Lender a lien on and security interest in all of Borrower's present and future right, title and interest in and to the Trademarks, together with all the goodwill of Borrower associated with and represented by the Trademarks, and the registration thereof and the right (but not the obligation) to sue for past, present and future infringements, and the proceeds thereof, including, without limitation, license royalties and proceeds of infringement suits.

2. Borrower hereby covenants and agrees to maintain the Trademarks in full force and effect (except for certain non-U.S. trademark registrations) until all of Borrower's Obligations are indefeasibly paid and satisfied in full.

3. Borrower represents, warrants and covenants to Lender that:

- (a) The Trademarks are subsisting and have not been adjudged invalid or unenforceable;
- (b) All of the Trademarks (other than application for the registration thereof which have been filed) are registered, valid and enforceable;

(c) Borrower is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Trademarks, and each of the Trademarks is free and clear of any liens, charges and encumbrances including, without limitation, pledges, assignments, licenses (other than to Borrower and Lender hereunder and other than described in Schedule 4(h) to the Security Agreement) and covenants by Borrower not to sue third persons (except for certain coexistence agreements that have been provided by Borrower to the Lender);

(d) Borrower has the unqualified right, power and authority to enter into this Agreement and perform its terms;

(e) Borrower has complied with, and will continue for the duration of this Agreement to comply with the requirements set forth in 15 U.S.C. §1051-1127 and any other applicable statutes, rules and regulations in connection with its use of the Trademarks except where failure to comply would not have a material adverse effect on Borrower, its financial condition and/or its Property;

(f) Borrower has no notice of any suits or actions commenced or threatened against it, or notice of claims asserted or threatened against it, with reference to the Trademarks; and

(g) Borrower has used and will continue to use for the duration of this Agreement, consistent standards of quality in services or products leased or sold under the Trademarks and hereby grants to Lender and its employees and agents the right (with no obligation of any kind upon Lender to do so) to visit Borrower's affiliates, franchises or management locations and to inspect the use of the Trademarks and quality control records relating thereto at reasonable times during regular business hours to ensure Borrower's compliance with this paragraph 3(g).

4. Borrower further covenants that:

(a) Until all the Borrower's Obligations are indefeasibly paid and satisfied in full, Borrower will not enter into any agreement, including, without limitation, license agreements or options (other than license agreements in the ordinary course of Borrower's business similar to those described in Schedule 4(h) to the Security Agreement), which are inconsistent with Borrower's obligations under this Agreement, Borrower's obligations under the Loan Documents or which restrict or impair Lender's rights hereunder.

(b) If Borrower acquires rights to any new Trademarks, the provisions of this Agreement shall automatically apply thereto and such trademarks shall be deemed part of the Trademarks. Borrower shall give Lender prompt written notice thereof along with an amended Schedule "A."

5. So long as this Agreement is in effect and so long as Borrower has not received notice from Lender that an Event of Default has occurred under the Loan Documents and that Lender has not elected to exercise its rights hereunder: (i) Borrower shall continue to have the exclusive right to use the Trademarks; and (ii) Lender shall have no right to use the Trademarks or issue any exclusive or non-exclusive license with respect thereto, or assign, pledge or otherwise transfer title in the Trademarks to anyone else.

6. Borrower agrees not to sell, grant any option, assign or further encumber its rights and interest in the Trademarks to any entity or person other than Lender without the prior written consent of Lender.

7. Anything herein contained to the contrary notwithstanding, if and while an Event of Default exists under the Loan Documents, Borrower hereby covenants and agrees that Lender, as the holder of a security interest under the Uniform Commercial Code, as now or hereafter in

effect from time to time, in the State of New Jersey, may take such action permitted hereunder, in its exclusive discretion, to foreclose upon the Trademarks covered hereby. For such purposes, while an Event of Default exists, Borrower hereby authorizes and empowers Lender to make, constitute and appoint any officer or agent of Lender as Lender may select, in its exclusive discretion, as Borrower's true and lawful attorney-in-fact, with the power to endorse Borrower's name on all applications, documents, papers and instruments necessary for Lender to use the Trademarks or to grant or issue any exclusive or non-exclusive license under the Trademarks to anyone else, or necessary for Lender to assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone else including, without limitation, the power to execute a Trademark Assignment in the form attached hereto as Exhibit 1. Borrower hereby ratifies all that such attorney or agent shall lawfully do or cause to be done by virtue hereof, except for the gross negligence or willful misconduct of such attorney or agent. This power of attorney shall be irrevocable for the life of this Agreement, the Loan Documents, and until all Borrower's Obligations are indefeasibly paid and satisfied in full.

8. This Agreement shall be subject to the terms, provisions, and conditions set forth in the Loan Documents and may not be modified without the written consent of the party against whom enforcement is being sought.

9. All rights and remedies herein granted to Lender shall be in addition to any rights and remedies granted to Lender under the Loan Documents. In the event of an inconsistency between this Agreement and Loan Documents, the language of this Agreement shall control.

10. Upon Borrower's performance of all of the obligations under the Loan Documents and after all Borrower's Obligations are indefeasibly paid and satisfied in full,

Lender shall, at Borrower's expense, execute and deliver to Borrower all documents reasonably necessary to terminate Lender's security interest in the Trademarks.

11. Any and all reasonable fees, costs and expenses, of whatever kind or nature, including the reasonable attorneys' fees and legal expenses incurred by Lender in connection with the preparation of this Agreement and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, reasonable counsel fees, maintenance fees, encumbrances or costs otherwise incurred in protecting, maintaining, preserving the Trademarks, or in defending or prosecuting any actions or proceedings arising out of or related to the Trademarks, in each case in accordance with the terms of this Agreement, shall be borne and paid by Borrower on demand by Lender and until so paid shall be added to the principal amount of Borrower's Obligations to Lender and shall bear interest at the otherwise applicable rate prescribed in the Loan Documents.

12. Subject to the terms of the Loan Documents, Borrower shall have the duty to prosecute diligently any application and/or registration with respect to the Trademarks pending as of the date of this Agreement or thereafter, until Borrower's Obligations are indefeasibly paid and satisfied in full, to preserve and maintain all rights in the Trademarks, and upon reasonable request of Lender, Borrower shall make federal application on registerable but unregistered Trademarks belonging to Borrower and licensed to Borrower. Any reasonable expenses incurred in connection with such applications shall be borne exclusively by Borrower. Borrower shall not abandon any Trademarks without the prior written consent of Lender.

13. Borrower shall have the right to bring suit in its own name to enforce the Trademarks, in which event Lender may, if Borrower reasonably deems it necessary, be joined

as a nominal party to such suit if Lender shall have been satisfied, in its sole discretion, that it is not thereby incurring any risk of liability because of such joinder. Borrower shall promptly, upon demand, reimburse and indemnify Lender for all damages, costs and expenses, including reasonable attorneys' fees and costs, incurred by Lender in the fulfillment of the provisions of this paragraph.

14. Upon the occurrence of an Event of Default under the Loan Documents, Lender may, without any obligation to do so, complete any obligation of Borrower hereunder, in Borrower's name or in Lender's name, but at the expense of Borrower.

15. No course of dealing between Borrower and Lender, nor any failure to exercise, nor any delay in exercising, on the part of Lender, any right, power or privilege hereunder, shall operate as a waiver thereof, and all of Lender's rights and remedies with respect to the Trademarks, whether established hereby or by the Loan Documents, or by any other future agreements between Borrower and Lender or by law, shall be cumulative and may be exercised singularly or concurrently.

16. This Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.

17. THIS AGREEMENT, AND ALL MATERS ARISING OUT OF OR RELATING TO THIS AGREEMENT, AND ALL RELATED AGREEMENTS AND DOCUMENTS, SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE SUBSTANTIVE LAWS OF THE STATE OF NEW JERSEY. THE PROVISIONS OF THIS AGREEMENT AND ALL OTHER AGREEMENTS AND DOCUMENTS REFERRED TO HEREIN ARE TO BE DEEMED SEVERABLE, AND THE INVALIDITY OR UNENFORCEABILITY OF ANY PROVISION SHALL NOT

AFFECT OR IMPAIR THE REMAINING PROVISIONS WHICH SHALL CONTINUE IN FULL FORCE AND EFFECT.


18. Borrower hereby irrevocably consents to the non-exclusive jurisdiction of the Courts of the State of New Jersey or the United States District Court for the District of New Jersey in any and all actions and proceedings whether arising hereunder or under any other agreement or undertaking. Borrower waives any objection which Borrower may have based upon lack of personal jurisdiction, improper venue or forum non conveniens. Borrower irrevocably agrees to service of process by certified mail, return receipt requested to the address of the appropriate party set forth on the signature page hereto.

19. BORROWER (AND LENDER BY ITS ACCEPTANCE HEREOF) HEREBY WAIVES ANY AND ALL RIGHTS IT MAY HAVE TO A JURY TRIAL IN CONNECTION WITH ANY LITIGATION, PROCEEDING OR COUNTERCLAIM ARISING WITH RESPECT TO RIGHTS AND OBLIGATIONS OF THE PARTIES HERETO OR UNDER THE LOAN DOCUMENTS OR WITH RESPECT TO ANY CLAIMS ARISING OUT OF ANY DISCUSSIONS, NEGOTIATIONS OR COMMUNICATIONS INVOLVING OR RELATED TO ANY PROPOSED RENEWAL, EXTENSION, AMENDMENT, MODIFICATION, RESTRUCTURE, FORBEARANCE, WORKOUT, OR ENFORCEMENT OF THE TRANSACTIONS CONTEMPLATED HEREUNDER OR UNDER THE LOAN DOCUMENTS.

[SIGNATURES TO FOLLOW ON SEPARATE PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Trademark Security Agreement, under seal, the day and year first above written.


Borrower:
ETONIC HOLDINGS, LLC

By: 
Name: Anthony LoConte
Title: Manager

Address: c/o UFVS Management
270 Bowman Avenue
Purchase, New York 10577

Approved and Accepted:

NORTH JERSEY COMMUNITY BANK

By: 
Name: Syed W. Ameen
Title: Vice President

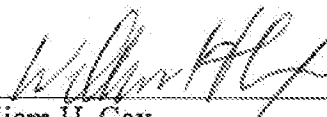
ACKNOWLEDGMENT

STATE OF NEW JERSEY

:SS

COUNTY OF BERGEN

On this 13th day of September, 2012, before me personally appeared ANTHONY LOCONTE, to me known and being duly sworn, deposes and says that he/she is the Manager of ETONIC HOLDINGS, LLC, the company described in the foregoing Agreement; that he/she signed the Agreement as such officer pursuant to the authority vested in him/her by law and the governance documents of the company; that the within Agreement is the voluntary act of such company; and he/she desires the same to be recorded as such.



William H. Cox
An Attorney at Law of New Jersey

Schedule A to Trademark Security Agreement

Schedule of Intellectual Property Collateral

TRADEMARKS: ETONIC

Territory: CANADA and USA

Owner: ETONIC WW

Our ref.	Country	Trademark	Class	Filing date	Filing No.	Registration date	Registration No.	Notes	Renewal date	Registered Owner
3099	Canada	ETONIC	18							Etonic Worldwide, LLC
3100	Canada	ETONIC	28							Etonic Worldwide, LLC
3161	Canada	ETONIC	25	29/11/2007	378258	21/04/2008	TMA227375	Renewal TM n. 227375 reg. on 21/04/78 filed on 27/08/74	21/04/2023	Etonic Worldwide, LLC
3282	USA	ETONIC	25	12/02/1963	72/162542	17/03/1964	766756		17/03/2014	Etonic Worldwide, LLC
3283	USA	ETONIC	25	04/03/2009		25/03/2009	872644	Renewal TM n. 872644 reg. on 8/07/69 filed on 22/11/68	08/07/2019	Etonic Worldwide, LLC
3284	USA	ETONIC	25	24/05/1976	73/088211	01/02/1977	1057749		01/02/2017	Etonic Worldwide, LLC
3286	USA	ETONIC & REVERSE Z	25	07/05/1984	73/479140	02/04/1985	1328691		02/04/2015	Etonic Worldwide, LLC
3287	USA	ETONIC & Z	25	07/05/1984	73/479132	28/05/1985	1338021		28/05/2015	Etonic Worldwide, LLC
3307	USA	ETONIC	18, 25, 28	21/12/2006	77/069919					Etonic Worldwide, LLC
3384	USA	ETONIC	18, 25, 28	21/12/2006	77/070,011	01/07/2008	3456272			Etonic Worldwide LLC

Trademarks: ETONIC

Territory: REST OF WORLD

Owner: LOTTO SPORT ITALIA SPA + ETONIC WW

Our ref.	Country	Trademark	Class	Filing date	Filing No.	Registration date	Registration No.	Countries claimed by the International Trademarks	Notes	Renewal date	Registered Owner
3094	Algeria	ETONIC	18, 25, 28	13/01/2007	76063					13/01/2017	Etonic Worldwide, LLC
3141	Australia	ETONIC	25	27/03/2007		10/04/2007	542950		Renewal TM n. A542950 of 13/09/90 renewed on 1997	13/09/2017	Etonic Worldwide, LLC
3140	Austria	ETONIC	25, 28			22/04/2008	87706		Renewal TM n. 87706 filed on 8.11.1977 reg. on 12.4.1978	30/04/2018	Lotto Sport Italia S.p.A.
16301	Benelux	ETONIC	25	14/01/2010	1195428	12/04/2010	875131			14/01/2020	Lotto Sport Italia S.p.A.
3146	Bolivia	ETONIC	25	17/08/2008	3839-3809	17/08/2008	73854-A		Renewal TM filed on 24.4.1992 n.	17/08/2018	Lotto Sport Italia S.p.A.

									SM-92-2061, reg. on 17.8.2009 n. 66952-C		
3147	Bolivia	ETONIC	18	22/01/2009					Renewal TM 72135-C reg. 29.3.99 filing n. SM-94-1590 on 06.06.94		Lotto Sport Italia S.p.A.
3148	Bolivia	ETONIC	28	22/01/2009					Renewal TM 72136-C reg. 29.3.99 filing n. SM-94-1591 on 06.06.94		Lotto Sport Italia S.p.A.
3095	Bosnia-Herzegovina	ETONIC	18, 25, 28	12/03/2007	BA20710782A	23/08/2010	BA20710782			12/01/2017	Etonic Worldwide, LLC
3096	Brasil	ETONIC	18	23/01/2007	828950210						Lotto Sport Italia S.p.A.
3097	Brasil	ETONIC	25	23/01/2007	828950202						Lotto Sport Italia S.p.A.
3098	Brasil	ETONIC	28	23/01/2007	828950199						Lotto Sport Italia S.p.A.
3149	Brasil	ETONIC	25/10/20/60	29/04/1993	811153274	15/04/1996	811153274			15/04/2015	Lotto Sport Italia S.p.A.
3150	Brasil	ETONIC	25 (10/20/30)	03/02/1995	818243163	03/08/2010	818243163			03/08/2020	Lotto Sport Italia S.p.A.
3151	Brasil	ETONIC	25 (40/50/60)	03/02/1995	818243180	03/08/2010	818243180			03/08/2020	Lotto Sport Italia S.p.A.
3237	Cambodia	ETONIC	25	27/10/2005	Z3904/05	12/01/2006	XH29136/06			27/01/2015	Lotto Sport Italia S.p.A.
3101	Chile	ETONIC	18	30/03/2007	768247	06/09/2007	796199			06/09/2017	Etonic Worldwide, LLC
3171	Chile	ETONIC	28	09/18/2002	584405	30/01/2003	656755		Renewal TM n. 384714, renewal of TM n. 263357	30/01/2013	Etonic Worldwide, LLC
3172	Chile	ETONIC	25	04/02/2004	636143	14/05/2004	693187		Renewal TM n. 421880	14/05/2014	Etonic Worldwide, LLC
3385	Chile	ETONIC	25	30/03/2007	768248	06/09/2007	796200			06/09/2017	Etonic Worldwide LLC
3182	China	Etonic (in Chinese characters)	25	18/01/2007	5854178	27/01/2010	5854178			27/01/2020	Lotto Sport Italia S.p.A.
3175	China	ETONIC	25	28/09/2011			572292		Renewal TM n. 90044801 filed on 20.11.90, reg. n. 572292 on 20.11.91 Renewal TM reg. n. 572292 of 2001	20/11/2021	Lotto Sport Italia S.p.A.
3103	Colombia	ETONIC	18	14/02/2007	7014577	06/09/2007	338763			05/09/2017	Lotto Sport Italia S.p.A.
3104	Colombia	ETONIC	28	14/02/2007	7014578	06/09/2007	338763			05/09/2017	Lotto Sport Italia S.p.A.
3189	Community Trademark	ETONIC	18, 25, 28	01/04/1996	72983	23/04/1999	72983		Renewed on 2006	01/04/2016	Lotto Sport Italia S.p.A.
3105	Costa Rica	ETONIC	25	28/02/2007	1461803	18/08/2008	178641			18/08/2017	Etonic Worldwide, LLC
3177	Cuba	ETONIC	18, 25, 28	14/09/2006	2006-0523	05/05/2007	2006-0523			14/09/2016	Etonic Worldwide, LLC
3186	Denmark	ETONIC	25			23/05/2010	VR198002108		Renewal TM VR198002108 of 23.5.2000, filed on 3.5.1978 filing n. 01387/78	23/05/2020	Lotto Sport Italia S.p.A.
3106	Ecuador	ETONIC	18	31/01/2007	180250	24/10/2008	4034-09			24/10/2018	Etonic Worldwide, LLC
3107	Ecuador	ETONIC	28	31/01/2007	180249	24/10/2008	4038-09			24/10/2018	Etonic Worldwide, LLC
3187	Ecuador	ETONIC	25	27/05/2004	144882	12/07/2005	2659-05			12/07/2015	Etonic Worldwide, LLC

3188	Egypt	ETONIC	25	26/05/2007	201357					19/05/2017	Etonic Worldwide, LLC
3194	Finland	ETONIC	25	29/02/2011	1197705818	11/08/2011	76618		Renewal TM n. 1197705818 filed on 22.12.77, reg. n 76618 on 23.02.81 Renewal TM n. 76618 reg. n. 23.02.2011	23/02/2021	Lotto Sport Italia S.p.A.
3197	France	ETONIC	12, 25, 28	24/04/2008	1462691				Renewal TM n. 1462691 filed on 19.5.1978 reg. on 28.4.1988	26/04/2018	Lotto Sport Italia S.p.A.
3206	Georgia	ETONIC	25			10/09/2007	M7111		Renewal TM n. GE7111 reg. on 9/10/97, filed on 30/07/93	09/10/2017	Etonic Worldwide LLC
3181	Germany	ETONIC	25			31/10/2009	1001092		Renewed on 1999 Renewal TM n. 1001092 filed on 3.10.1979 reg. on 22.04.1980	31/10/2019	Lotto Sport Italia S.p.A.
3182	Germany	ETONIC & Device	25	16/03/1989	1185657	03/09/1992	1185657		Renewed on 1999 and on 2009	31/03/2019	Lotto Sport Italia S.p.A.
3207	Greece	ETONIC	25	11/12/2007	18230	14/03/2008	60585		Renewal TM n. 60585 reg. on 11/02/78, renewed on 14/09/08	14/02/2018	Etonic Worldwide, LLC
3208	Greece	ETONIC	25			29/10/2007	87092		Renewal TM n. 87092 filed on 29/10/87 reg. on 19/04/90	29/10/2017	Etonic Worldwide, LLC
3210	Honduras	ETONIC	25	19/11/2007		23/11/2007	70234		Renewal TM n. 70234 reg. on 16.12.97 filed on 30.08.96 n. 9370/96	16/12/2017	Etonic Worldwide LLC
3109	Hong Kong	ETONIC	18, 28	09/01/2007	300793567	09/01/2007	300793567			08/01/2017	Lotto Sport Italia S.p.A.
3209	Hong Kong	ETONIC	25	01/04/1981	19821682	01/04/1981	19821682			01/04/2018	Lotto Sport Italia S.p.A.
3220	Iceland	ETONIC	25			22/05/2006	203/1996		Renewal TM n. 203/1996 filed on 22/02/96	22/02/2016	Lotto Sport Italia S.p.A.
3110	India	ETONIC	28	30/01/2007	1527011						Lotto Sport Italia S.p.A.
3217	India	ETONIC	25			30/05/2008	613142		Renewal TM n. 622802 reg. on 23/03/07 filed on 2/12/93 n. 613142	02/12/2013	Lotto Sport Italia S.p.A.
3218	India	ETONIC	18	20/01/2011	617134	15/09/2011	617134		Renewal TM n. 617134 of 20.1.94 reg. n. 617134 of 15.6.03	20/01/2021	Lotto Sport Italia S.p.A.
3111	Indonesia	ETONIC	25	09/02/2007	D0020070038 36						Etonic Worldwide, LLC
3211	Indonesia	ETONIC	25			06/10/2005	IDM00005277 9		Renewal TM n. 904938 reg. on 16/04/94	16/09/2012	Etonic Worldwide LLC
3212	Indonesia	ETONIC	28			06/10/2005	IDM00005277 8		Renewal TM n. 304951 reg. on 16/04/94	16/09/2012	Etonic Worldwide LLC
3308	International Trademark	ETONIC	18, 25, 28	01/01/2007	A0005844	01/01/2007	927157	Antigua and Barbuda, Albania, Australia, Bahrain, Belarus, China,		01/01/2017	Lotto Sport Italia S.p.A.

									Cuba, Croatia, Democratic People's Republic of Korea, Monaco, Morocco, Iceland, Islamic Republic of Iran, Norway, Republic of Korea, Republic of Moldova, Serbia, Singapore, Syria, Switzerland, Turkmenistan, Turkey, The former Yugoslav Republic of Macedonia, Ukraine, Vietnam			
3112	Israel	ETONIC	28	16/01/2007	196972	04/12/2008	196972				16/01/2017	Lotto Sport Italia S.p.A.
3216	Israel	ETONIC	25			31/03/2011	76810			Renewal TM n. 76810 of 29.06.90, reg. n. 76810 on 05.01.94	29/06/2021	Lotto Sport Italia S.p.A.
3093	Italy	ETONIC	18, 25, 28	12/06/2007	VR2007C0004 58	25/03/2010	1267193				12/08/2017	Lotto Sport Italia S.p.A.
3221	Italy	ETONIC	25	10/05/2007	VR2007C0003 77	25/03/2010	1267114			Renewal TM n. 352181 filed on 8.11.77 reg. on 6.5.85, renewal TM n. 784859 reg. on 11.6.99	08/11/2017	Lotto Sport Italia S.p.A.
3228	Japan	ETONIC	25	30/01/2006	05-014058	07/02/2006	3163123			Renewal TM 3163123 filed on 15.02.93, reg. on 25.06.96	28/06/2016	Etonic Worldwide, LLC
3230	Japan	ETONIC (in Katakana characters)	18 (Loc. 21)			17/05/2005	1788895			Renewal TM n. 1788895 filed on 9/05/83, reg. on 29/07/85	29/07/2015	Etonic Worldwide, LLC
3231	Japan	ETONIC	25, 28 (Loc. 24)			01/03/2006	1764046			Renewal TM n. 1764046 reg. on 23/04/85, renewed on 28/07/95 reg n. 07-701949	23/04/2015	Etonic Worldwide, LLC
3232	Japan	ETONIC	3			01/03/2009	4337771			Renewal TM n. 4337771 reg. on 26.11.1999 filed on 7.12.1998 n. 103962/98	26/11/2019	Lotto Sport Italia S.p.A.
10926	Kosovo	ETONIC	18, 25, 28	14/11/2008	7085							Lotto Sport Italia S.p.A.
3113	Kuwait	ETONIC	28	22/03/2009	102143	22/03/2009	87549				21/03/2019	Lotto Sport Italia S.p.A.
3239	Kuwait	ETONIC	25	25/04/1993	26832	21/08/1994	24645				24/04/2013	Lotto Sport Italia S.p.A.
3243	Latvia	ETONIC	25	22/09/1992	M-92-1167	09/09/1993	M18712			Renewed on 22/09/02	22/09/2012	Etonic Worldwide, LLC
3240	Lebanon	ETONIC	25			23/10/2007	113331			Renewal TM n. 58655 reg. on 19/08/92	18/08/2022	Etonic Worldwide LLC
3242	Lithuania	ETONIC	25	16/10/1992	SU96188	17/02/1993	6412			Renewed on 16/10/02	16/10/2012	Etonic Worldwide, LLC
3114	Macao	ETONIC	18	18/01/2007	N/026383	28/06/2007	N/026383				28/06/2014	Etonic Worldwide, LLC
3115	Macao	ETONIC	25	18/01/2007	N/026384	28/06/2007	N/026384				28/06/2014	Etonic Worldwide, LLC
3116	Macao	ETONIC	28	18/01/2007	N/026385	28/06/2007	N/026385				28/06/2014	Etonic Worldwide, LLC
3247	Macao	ETONIC	25	18/11/2005	8748	11/01/2006	P/9009			Renewal TM n. 8748 filed on 25/05/88 reg. on	29/09/2012	Etonic Worldwide, LLC

										29/09/88		
3117	Malaysia	ETONIC	18	18/01/2007	7000951							Etonic Worldwide, LLC
3118	Malaysia	ETONIC	28	18/01/2007	7000952	21/11/2008	7000952				18/01/2017	Etonic Worldwide, LLC
3119	Mexico	ETONIC	18	02/02/2007	834188	22/03/2007	977828				02/02/2017	Lotto Sport Italia S.p.A.
3120	Mexico	ETONIC	38	02/02/2007	834187	27/03/2007	976810				02/02/2017	Lotto Sport Italia S.p.A.
3249	Mexico	ETONIC	25	19/10/2010	104394	15/12/2010	404359		Renewal TM n. 104394 of 09.01.91 reg. n. 404359 of 28.01.92		09/01/2021	Lotto Sport Italia S.p.A.
3250	Mexico	ETONIC	25	14/02/2005	701978	23/05/2006	933875				14/02/2015	Lotto Sport Italia S.p.A.
3383	Myanmar	ETONIC	25			02/03/2010	IV/4043/2007		Renewal TM n. IV/4043/2007 filed on 21.06.2007 reg. on 26.06.07		01/09/2013	Lotto Sport Italia S.p.A.
3121	New Zealand	ETONIC	18, 28	09/01/2007	761755	09/01/2007	761755				09/01/2017	Etonic Worldwide, LLC
3256	New Zealand	ETONIC	25			20/09/2011	204911		Renewal TM n. 204911 filed on 20/09/90 reg. on 26/09/93; 1 st renewal of 20.09.97		20/09/2021	Lotto Sport Italia S.p.A.
3254	Norway	ETONIC	25			12/06/2010	105288		Renewal TM n. 105288 filed on 12.6.1990 reg. on 4.7.1990 Renewed on 2010		12/06/2020	Lotto Sport Italia S.p.A.
3122	Pakistan	ETONIC	18	27/01/2007	232035	27/01/2007	232035				27/01/2017	Etonic Worldwide, LLC
3259	Pakistan	ETONIC	25	05/11/1995	132700	05/11/1995	132700				05/11/2017	Etonic Worldwide, LLC
3336	Pakistan	ETONIC	28	27/01/2007	232034	27/01/2007	232034				27/01/2017	Etonic Worldwide, LLC
3123	Panama	ETONIC	18	11/05/2007	161398-01	04/03/2008	161398-01				11/05/2017	Etonic Worldwide, LLC
3124	Panama	ETONIC	25	11/05/2007	161400-01	04/03/2008	161400-01				11/05/2017	Etonic Worldwide, LLC
3125	Panama	ETONIC	28	11/05/2007	161397-01	04/03/2008	161397-01				11/05/2017	Etonic Worldwide, LLC
3126	Paraguay	ETONIC	18	11/01/2007	561	07/11/2007	304732				07/11/2017	Etonic Worldwide, LLC
3263	Paraguay	ETONIC	28	28/03/2005	7162	04/08/2005	280917		Renewal TM n. 176054		23/03/2015	Etonic Worldwide, LLC
3264	Paraguay	ETONIC	25	25/06/2007	19543	04/08/2008	314083		Renewal TM n. 193814 reg. on 27/06/97 filed on 4/11/88		27/06/2017	Etonic Worldwide, LLC
3256	Peru	ETONIC	25	23/06/2004	213471	16/02/2005	103244				16/02/2015	Etonic Worldwide, LLC
3258	Philippines	ETONIC	28	27/06/1988	65042	23/12/1996	63907				23/12/2016	Etonic Worldwide, LLC
3260	Poland	ETONIC	35	15/11/1991	103443	25/04/1994	76256				15/11/2011	Etonic Worldwide, LLC
3261	Portugal	ETONIC	18	21/09/1984	226813Y	23/05/1990	226813Y		Renewal TM n. 226813 filed on 21.09.84 reg. on 23.05.90, already renewed on 2006 and on 2010		23/05/2020	Lotto Sport Italia S.p.A.
3262	Portugal	ETONIC	28			16/03/2010	226814		Renewal TM n. 226814 filed on 21.09.84 reg. on		23/05/2020	Lotto Sport Italia S.p.A.

										23.05.90, already renewed on 2900 and on 2810		
3266	Romania	ETONIC	25	06/09/1995	36328	06/09/2005	R26258			Renewal TM filed on 6/09/95 reg. on 21/01/97	06/09/2015	Etonic Worldwide, LLC
3267	Russia	ETONIC	18, 25, 28	01/09/2006	2086725112	30/01/2008	342616				01/09/2016	Etonic Worldwide, LLC
3271	Singapore	ETONIC	18	08/04/1978	T78/75308G	17/12/1979	T78/75308G				08/04/2019	Lotto Sport Italia S.p.A.
3272	Singapore	ETONIC	28		T81/02246B	22/05/1981	T81/02246B				22/05/2012	Lotto Sport Italia S.p.A.
3273	Singapore	ETONIC & Z	25		7759/90	25/05/2007	7759/90			Renewal TM n. 7759/B filed on 10.11.1989 reg. on 10.11.1990	10/11/2017	Lotto Sport Italia S.p.A.
3127	South Africa	ETONIC	18	11/01/2007	2007/00564	12/08/2010	2007/00564				11/01/2017	Lotto Sport Italia S.p.A.
3128	South Africa	ETONIC	25	11/01/2007	2007/00565	12/08/2010	2007/00565				11/01/2017	Lotto Sport Italia S.p.A.
3129	South Africa	ETONIC	28	11/01/2007	2007/00566	06/09/2010	2007/00566				11/01/2017	Lotto Sport Italia S.p.A.
3305	South Africa	ETONIC	25	25/03/2011	81/2095	01/04/2011	81/2095			Renewal TM n. 81/2095 reg. on 1/04/81, renewed on 1/04/91 Renewal TM n. 81/2095 reg. on 1/4/01, renewed on 1/4/11	01/04/2021	Lotto Sport Italia S.p.A.
3238	South Korea	ETONIC	25	29/08/2003	50-2003-0010287	11/11/2003	48-91068			Renewal TM n. 40-91068 filed on 13.08.82, reg. on 25.05.83	25/05/2013	Lotto Sport Italia S.p.A.
3270	Sweden	ETONIC	25, 28			19/10/2009	215651			Renewed on 2000 Renewal TM n. 215651 reg. on 26.1.1990, filed on 1.9.1986 n. 86-6506	26/01/2020	Lotto Sport Italia S.p.A.
3168	Switzerland	ETONIC	25			15/10/2007	2P-292713			Renewed on 23/01/78 and on 17/05/98	23/01/2016	Etonic Worldwide, LLC
3198	Taiwan	Etonic	18, 25, 28	16/01/2007	96002316	01/10/2007	1283193				30/09/2017	Etonic Worldwide, LLC
3289	Taiwan	ETONIC	25	15/12/2004		15/12/2004	267022			Renewal TM n. 267022 reg. on 16/12/84	15/12/2014	Etonic Worldwide, LLC
3281	Taiwan	ETONIC (in Chinese characters)	25	04/09/1995	84044880	16/09/1996	728731				15/09/2016	Etonic Worldwide, LLC
3131	Thailandia	ETONIC	18	16/01/2007	650743	31/03/2008	TM278510				15/01/2017	Etonic Worldwide, LLC
3132	Thailandia	ETONIC	28	16/01/2007	650744	05/03/2008	377143				16/01/2017	Etonic Worldwide, LLC
3276	Thailandia	ETONIC	25	12/04/2006	312406	30/05/2006	KOR47856			Renewal TM n. 113387 reg. on 16/07/86	15/07/2016	Etonic Worldwide, LLC
16504	Tunisia	ETONIC	18, 25, 28	16/07/2010	EE10.1208							Lotto Sport Italia S.p.A.
3278	Turkey	ETONIC	25		9096/94	08/09/1994	155517				08/09/2014	Lotto Sport Italia S.p.A.
3279	Turkey	ETONIC	25	11/03/1997	97/3148	11/03/1997	183508			Renewed	11/03/2007	Etonic Worldwide, LLC
3340	Turkey	ETONIC	25	31/01/2007	183508	31/01/2007	183508			Renewal TM n. 183508 of 11.03.97	11/03/2017	Lotto Sport Italia S.p.A.
3204	United Kingdom	ETONIC	25			18/06/2003	1177378			Renewal TM n. 1177378 filed on	24/06/2013	Etonic Worldwide, LLC

									24/06/82 reg. on 2/04/85		
3133	Uruguay	ETONIC	18, 25, 28	09/01/2007	377139	21/05/2008	377139			21/05/2018	Etonic Worldwide, LLC
3134	Venezuela	ETONIC	25	14/02/2007	02794-2007						Etonic Worldwide, LLC
3393	Venezuela	ETONIC	28	25/05/1981	1981/054394	13/09/1993	110572-F			18/09/2019	Lotto Sport Italia S.p.A.
3304	Vietnam	ETONIC	25	08/12/1992	9999	05/07/1993	8624			08/12/2012	Etonic Worldwide, LLC

NOTE: Purchaser acknowledges that in India for the trademark ETONIC: (i) an unrelated third party, Carona Limited has a registration in class 25 for footwear, and (ii) an unrelated third party Mukesh Jain has a pending application in class 25 for footwear. Purchaser assumes all risks associated with the registration and pending application.

Trademarks: OTHERS
Territory: WORLDWIDE
Owner: ETONIC WW

Our ref.	Country	Trademark	Class	Filing date	Filing No.	Registration date	Registration No.	Notes	Renewal date	Registered owner
3158	Canada	Z	25		679916	05/06/2007	398993	Renewal TM n. 398993 filed on 11/04/91, reg. on 5/06/92	05/05/2022	Etonic Worldwide, LLC
3159	Canada	Device	25	28/06/1996	816580	12/01/2000	TMA521339		12/01/2015	Etonic Worldwide, LLC
3160	Canada	EON	25	25/06/1996	816135	03/02/2000	TMA522663		03/02/2019	Etonic Worldwide, LLC
3162	Canada	THE DIFFERENCE	25	09/04/1981	468365	08/10/1982	TMA272589		08/10/2012	Etonic Worldwide, LLC
3166	Canada	STABILIZER	25	12/10/2010	442384	12/12/2010	TMA253,749	Renewal TM n. TMA253749 filed on 20.07.79, reg. on 12.12.80	12/12/2025	Etonic Worldwide, LLC
3288	USA	Z	25	09/04/1984	73/474490	06/08/1985	1352939		06/08/2015	Etonic Worldwide, LLC
3289	USA	DRP	25	07/07/2009		18/07/2009	1548392	Renewal TM n. 1548392 reg. on 18/07/89	18/07/2019	Etonic worldwide, LLC
3299	USA	STABILIZER	25	03/09/2003	78/295424	30/08/2005	2990424		30/08/2015	Etonic Worldwide, LLC
3301	USA	AERIFY	25	30/05/2003	78/256136	02/10/2007	3303356		02/10/2017	Etonic Worldwide, LLC
3317	USA	EVERDURE	10, 25	22/09/2005	76/647,250	29/08/2006	3,134.804		29/08/2016	Etonic Worldwide, LLC
3318	USA	SHOCKSORB	10, 25	22/09/2005	76/647,251	29/08/2006	3,134.805		29/08/2016	Etonic Worldwide, LLC

Trademarks: OTHERS
Territory: WORLDWIDE
Owner: LOTTO SPORT ITALIA SPA

Our ref.	Country	Trademark	Class	Filing date	Filing No.	Registration date	Registration No.	Notes	Renewal date	Registered owner
3152	Brasil	STABLEAIR	25/10/20/30	02/02/1995	818241802	22/10/1996	818241802		22/10/2016	Lotto Sport Italia S.p.A.
3153	Brasil	STABLEAIR	25/40/50/60	02/02/1995	818241810	22/10/1996	818241810		22/10/2016	Lotto Sport Italia S.p.A.

3222	Japan	DRILITE	28			05/12/2005	3224402	Renewal TM n. 3224401 filed on 28/02/94 reg. on 29/11/96	29/11/2016	Etonic Worldwide, LLC
3205	United Kingdom	STABLEAIR	25	13/03/1989	1417404	13/03/1990	1417404		13/03/2017	Etonic Worldwide, LLC
3342	United Kingdom	STABLEAIR	25			14/02/2007	1417404	Renewal TM n. 1417404 filed on 13/03/89 reg. on 13/03/90	13/03/2017	Etonic Worldwide LLC

DOMAIN NAMES

Territory: WORLDWIDE

Owner: ETONIC WW

Domain name	Account Holder	Expiration
etonic.biz	Etonic Worldwide LLC	19/11/2012
etonic.com	Etonic Worldwide LLC	21/11/2017
etonic.info	Etonic Worldwide LLC	13/10/2015
etonic.org	Etonic Worldwide LLC	24/02/2015
etonic.us	Etonic Worldwide LLC	23/04/2013
etonicactivewear.com	Etonic Worldwide LLC	10/03/2014
etonicapparel.com	Etonic Worldwide LLC	10/03/2014
etonicbowlingshoes.com	Etonic Worldwide LLC	20/05/2014
etoniccustamgloves.com	Etonic Worldwide LLC	05/08/2014
etonicdrx.com	Etonic Worldwide LLC	16/08/2014
etonicfootwear.com	Etonic Worldwide LLC	08/05/2014
etonicgolf.com	Etonic Worldwide LLC	09/06/2012
etonicgolfgloves.com	Etonic Worldwide LLC	05/08/2014
etonicgolfschoes.com	Etonic Worldwide LLC	11/06/2014
etonicrunningshoes.com	Etonic Worldwide LLC	03/08/2015
etonicsportswear.com	Etonic Worldwide LLC	10/03/2014
etonicwalkingshoes.com	Etonic Worldwide LLC	11/06/2014
g-sok.com	Etonic Worldwide LLC	05/08/2014
lottosportusa.com	Etonic Worldwide LLC	18/07/2012
etonic.cn	Etonic Worldwide LLC	17/03/2013
etonic.com.cn	Etonic Worldwide LLC	16/12/2012
etonic.net.cn	Etonic Worldwide LLC	16/12/2012
etonic.org.cn	Etonic Worldwide LLC	16/12/2012
etonicathletic.com	Etonic Worldwide LLC	07/06/2012
etonicbowling.com	Etonic Worldwide LLC	09/06/2012
etonicgloves.com	Etonic Worldwide LLC	09/06/2012
etonicrunning.com	Etonic Worldwide LLC	08/03/2013
etonicshoes.com	Etonic Worldwide LLC	09/06/2012
etonicsport.com	Etonic Worldwide LLC	09/06/2012
etonicsports.com	Etonic Worldwide LLC	09/06/2012
etonicwalking.com	Etonic Worldwide LLC	10/06/2012
etonicworldwide.com	Etonic Worldwide LLC	09/06/2012

Domain names

Territory: WORLDWIDE

Owner: Lotto Sport Italia Spa

etonicinternational.com	Lotto Sport Italia Spa	17/03/2013
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Exhibit 1 to Trademark Security Agreement

TRADEMARK ASSIGNMENT

WHEREAS, ETONIC HOLDINGS, LLC, a New York limited liability company ("Grantor"), is the registered owner of the United States trademarks, tradenames and registrations listed on Schedule "A" attached hereto and made a part hereof (the "Trademarks"), which are registered in the United States Patent and Trademark Office; and

WHEREAS, NORTH JERSEY COMMUNITY BANK ("Grantee") having a place of business at 301 Sylvan Avenue, Englewood Cliffs, New Jersey 07632, is desirous of acquiring the Trademarks;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound hereby, Grantor, its successors and assigns, does hereby transfer, assign and set over unto Grantee, its successors, transferees and assigns, all of its present and future right, title and interest in and to the Trademarks and all proceeds thereof and all goodwill associated therewith.

IN WITNESS WHEREOF, the undersigned has caused this Trademark Assignment to be executed as of the ____ day of _____, _____.

ETONIC HOLDINGS, LLC

Witness: _____

By: _____
As Attorney-in-fact

ACKNOWLEDGMENT

STATE OF NEW JERSEY

:
SS

COUNTY OF BERGEN

:

On this the _____ day of _____, _____ before me a Notary Public for the said County and State, personally appeared _____ known to me or satisfactorily proven to me to be attorney-in-fact on behalf of **ETONIC HOLDINGS, LLC** ("Grantor"), and he/she acknowledged to me that he/she executed the foregoing Trademark Assignment on behalf of Grantor, and as the act and deed of Grantor for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

(Individual Notary)

My Commission Expires:

SCHEDULE A TO TRADEMARK ASSIGNMENT

<u>TRADEMARKS</u>	<u>APPLICATION/ REGISTRATION NO.</u>	<u>COUNTRY</u>	<u>REGISTRATION DATE</u>
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See Schedule A to Trademark Security Agreement

POWER OF ATTORNEY

ETONIC HOLDINGS, LLC, a New York limited liability company ("Grantor"), hereby authorizes NORTH JERSEY COMMUNITY BANK, its successors and assigns, and any officer or agent thereof (collectively "Grantee") as Grantor's true and lawful attorney-in-fact, with the power to endorse Grantor's name on all applications, assignments, documents, papers and instruments necessary for Grantee to enforce and effectuate its rights under a certain Trademark Security Agreement between Grantor and Grantee dated the date hereof (as it may hereafter be supplemented, restated, superseded, amended or replaced, the "Trademark Agreement"), including, without limitation, the power to use the Trademarks (as defined in the Trademark Agreement), to grant or issue any exclusive or nonexclusive license under the Trademarks to anyone else, or to assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks.

This Power of Attorney is given and any action taken pursuant hereto is intended to be so given or taken pursuant to a certain Loan and Security agreement bearing even date herewith between Grantor and Grantee as it may be supplemented, restated, superseded, amended or replaced from time to time.

Grantor hereby unconditionally ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof.

This Power of Attorney shall be coupled with an interest and irrevocable for the life of the Trademark Agreement.

IN WITNESS WHEREOF, the Grantor has executed this Power of Attorney, under seal, this 13th day of September, 2012.

ETONIC HOLDINGS, LLC

Witness: _____

By: _____

Name: Anthony LoConte
Title: Manager

Witness: _____

Attest: _____

William H. Cox
An Attorney at Law of New Jersey

ACKNOWLEDGMENT

STATE OF NEW JERSEY :

SS

COUNTY OF BERGEN :

On this 13th day of September, 2012, before me personally appeared ANTHONY LOCONTE, to me known and being duly sworn, deposes and says that he/she is the Manager of **ETONIC HOLDINGS, LLC**, the Grantor company described in the foregoing Power of Attorney; that he/she signed the Power of Attorney as such officer pursuant to the authority vested in him/her by law; that the within Power of Attorney is the voluntary act of such company; and he/she desires the same to be recorded as such.

William H. Cox
An Attorney at Law of New Jersey