

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Wells Fargo Bank National Association		08/23/2012	CORPORATION: NEW YORK

RECEIVING PARTY DATA

Name:	Throwdown Industries Inc
Street Address:	1720 Apollo Court
City:	Seal Beach
State/Country:	CALIFORNIA
Postal Code:	90740
Entity Type:	CORPORATION: CALIFORNIA

PROPERTY NUMBERS Total: 18

Property Type	Number	Word Mark
Registration Number:	3928195	T ELITE
Registration Number:	3928182	T ELITE
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
Registration Number:	3507692	THROWDOWN
Registration Number:	3497833	T THROWDOWN
Registration Number:	3505817	THROWDOWN TI

TRADEMARK

Registration Number:	3462987	
Serial Number:	85052753	THE CIRCLE
Serial Number:	85052736	THE HEXAGON
Serial Number:	85052719	THE HEX

CORRESPONDENCE DATA

Fax Number: 8133873050
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 8132206748
Email: rjquezon@jawlaw.net
Correspondent Name: Jaime R Quezon
Address Line 1: 805 W Azeele Street
Address Line 4: Tampa, FLORIDA 33606

NAME OF SUBMITTER:	Jaime R Quezon
Signature:	/Jaime R Quezon/
Date:	11/15/2012

Total Attachments: 4
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TRADEMARK ASSIGNMENT

This Trademark Assignment ("Assignment") is made this 23 day of August 2012, by and between Wells Fargo Bank, National Association ("ASSIGNOR"), having a place of business at 333 South Grand Avenue, Suite 4150, Los Angeles, California 90071 and Throwdown Industries, Inc., a California corporation ("ASSIGNEE"). The above parties are referred to herein collectively as the "Parties" and individually as a "Party".

RECITALS

WHEREAS, ASSIGNOR obtained title to all the Trademarks as listed on Exhibit A, attached hereto and made a part hereof (the "Marks"), by way of a Trademark Collateral Assignment between the Parties dated January 26, 2012; and

WHEREAS, ASSIGNOR desires to convey, transfer, assign, deliver, and contribute to ASSIGNEE and ASSIGNEE desires to accept all of ASSIGNOR'S right, title, and interest in and to the Marks.

NOW, THEREFORE, in consideration of good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Assignor hereby states the following:

1. Representations And Warranties. ASSIGNOR represents and warrants that:
 - A. it has the authority to enter into this Assignment; and
 - B. it has made no previous assignment of the Marks to any third party; and
 - C. the Marks are free and clear of all security filings and any and all liens.

2. Assignment. ASSIGNOR hereby conveys, transfers, assigns, delivers, and contributes to ASSIGNEE and ASSIGNEE accepts all of ASSIGNOR'S right, title, and interest of whatever kind in and to the Marks, together with:
 - A. the goodwill of the business relating to the Marks and the products and services for which they are registered; and
 - B. all income, royalties, and damages hereafter due or payable to ASSIGNOR with respect to the Marks, if any, including without limitation, damages, and payments for past or future infringements and misappropriations of the Marks;
 - C. all rights to sue for past, present and future infringements or misappropriations of the Marks.

3. Further Assurances. Each Party at the reasonable request of any other Party and without additional consideration, shall execute and deliver, or shall cause to be executed and delivered, from time to time, such further certificates, Assignments or instruments of conveyance and transfer, assumption, release and acquittance and shall take such other action as any other Party may reasonably request, to consummate or implement the transactions contemplated by this Assignment.

4. Waiver. No waiver of any term, provision, or condition of this Assignment, whether by conduct or otherwise, in any one or more instances, shall be deemed to be, or shall constitute, a waiver of any other provision hereof, whether or not similar, nor shall such waiver constitute a continuing waiver, and no waiver shall be binding unless executed in writing by the Party making the waiver.

5. Amendment. No amendment or modification of this Assignment shall be binding unless made in a written instrument that specifically refers to this Assignment and is signed by all Parties.

6. Construction. In the event an ambiguity or question of intent or interpretation arises, this Assignment and the Assignments, documents and instruments executed and delivered in connection herewith shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provisions of this Assignment.

7. Section Headings. The section and other headings contained in this Assignment are for reference purposes only and shall not affect the meaning or interpretation of any provisions of this Assignment.

8. Severability. In the event that any term or provision of this Assignment shall be determined to be unenforceable, invalid or illegal in any respect, such unenforceability, invalidity or illegality shall not affect any other term or provision hereof.

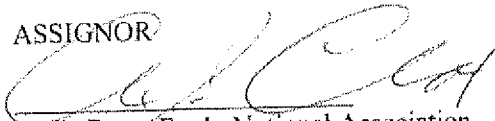
9. Governing Law. In all respects, including all matters of construction, validity and performance, this Assignment and the obligations of each Party arising hereunder shall be governed by, construed and enforced in accordance with, the internal laws of the State of California, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of California or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of California.

10. Binding Effect. This Assignment shall be binding upon and inure to the benefit of the Parties and their respective heirs, successors and permitted assigns. Nothing in this Assignment, whether express or implied, is intended to confer upon any person or entity other than the Parties, their successors and permitted assigns, any rights or remedies under or by reason of this Assignment.

[Signature Page to Follow]

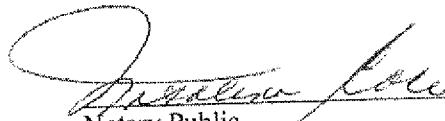
IN WITNESS WHEREOF, ASSIGNOR has duly executed under seal and delivered this Assignment, as of the day and year first above written.

ASSIGNOR


Wells Fargo Bank, National Association

STATE OF: N.Y. COUNTY OF: Kings

The foregoing instrument was acknowledged before me this August 22, 2012 by Alexander J. Chobot as Senior Vice President of Wells Fargo Bank, National Association who is personally known to me or has produced a drivers license as identification.


Notary Public

NATALINA COCO
Notary Public, State of New York
No. 01CO6093279
Qualified in Kings County
Commission Expires June 2, 2015

EXHIBIT A

**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