

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
OTZ Shoes, Inc.		10/24/2012	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA	
Name:	GemCap Lending I, LLC
Street Address:	24955 Pacific Coast Highway Suite A202
City:	Malibu
State/Country:	CALIFORNIA
Postal Code:	90265
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 5		
Property Type	Number	Word Mark
Serial Number:	85492065	OTZ SHOES
Serial Number:	85489813	OTZ
Serial Number:	85431995	OTZ3300
Serial Number:	85167577	CORK FIT
Serial Number:	77646202	OETZI3300

CORRESPONDENCE DATA	
Fax Number:	2125865800
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	212-381-8737
Email:	triess@ctswlaw.com
Correspondent Name:	Y. Ting Riess
Address Line 1:	420 Lexington Avenue Suite 4200
Address Line 4:	New York, NEW YORK 10170

ATTORNEY DOCKET NUMBER:	975.070
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OP \$140.00 85492065

NAME OF SUBMITTER:	Y. Ting Riess
Signature:	/Y.Ting Riess/
Date:	12/28/2012
Total Attachments: 4 source=Trademark Collateral Assignment - For Filing (00168576)#page1.tif source=Trademark Collateral Assignment - For Filing (00168576)#page2.tif source=Trademark Collateral Assignment - For Filing (00168576)#page3.tif source=Trademark Collateral Assignment - For Filing (00168576)#page4.tif	

**EXHIBIT E
FORM OF TRADEMARK COLLATERAL ASSIGNMENT
AND SECURITY AGREEMENT**

This **TRADEMARK SECURITY AGREEMENT**, dated as of October 24, 2012, made by **OTZ SHOES, INC.**, a California corporation with its principal place of business located at 24955 Pacific Coast Hwy, Ste. A103, Malibu, CA 90265 ("Grantor"), in favor of **GEMCAP LENDING I, LLC**, a Delaware limited liability company with offices at 24955 Pacific Coast Highway Suite A202 Malibu, California 90265 ("Lender").

Capitalized terms not otherwise defined herein have the meaning set forth in the Patent and Trademark Security Agreement, of even date herewith, between Grantor and Lender (the "Patent and Trademark Security Agreement").

WITNESSETH:

WHEREAS, the Grantor has acquired an interest in certain trademarks identified in **Exhibit I** hereto (the "Trademarks");

WHEREAS, the Grantor and the Lender are parties to that certain Loan and Security Agreement, dated as of October 24, 2012 (as from time to time amended or supplemented, the "Loan Agreement");

WHEREAS, it is a condition precedent to the Lender's entry into the Loan Agreement that the Grantor shall have executed and deliver the Patent and Trademark Security Agreement to the Lender;

WHEREAS, the Grantor wishes to grant to Lender a security interest in certain of its property and assets to secure the performance of its obligations under the Loan Agreement and the other Loan Documents;

WHEREAS, the Grantor and the Lender by this instrument seek to confirm and make a record of the collateral assignment of and grant of a security interest in the Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Grantor does hereby acknowledge and confirm that it has made a collateral assignment to the Lender of, and has granted to the Lender a Lien on and security interest in, all of the Grantor's right, title and interest in, to, and under the Trademarks. The Grantor also acknowledges and confirms that the rights and remedies of Lender with respect to the collateral assignment of and security interests in the Trademarks acknowledged and confirmed hereby are more fully set forth in the Patent and Trademark Security Agreement and the Loan Documents, the terms and provisions of which are incorporated herein by reference.

[SIGNATURE PAGE FOLLOWS]

OTZ SHOES, INC.

By: 
Name: _____
Title: COO/CFO

GEMCAP LENDING, LLC

By: 
Name: Richard Ellis
Title: President

[SIGNATURE PAGE 1 OF 2 - TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT]

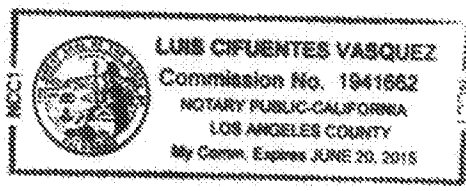
STATE OF CA)ss.
COUNTY OF Los Angeles

On October 24th, 2012, before me, Luis Cifuentes, a Notary Public, personally appeared Peter G. Zevex, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity on behalf of OTZ Shoes, Inc., as Grantor, and that by his signature on the instrument, OTZ Shoes, Inc. 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]
_____, Notary Public
My Commission Expires Jun 20th, 2015



STATE OF _____)ss.
COUNTY OF _____)

On _____, 2012, before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity on behalf of GemCap Lending I, LLC, as Lender, and that by his signature on the instrument, GemCap Lending I, LLC 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.

_____, Notary Public
My Commission Expires _____

EXHIBIT 1

Trademarks

Serial No. / Registration No.	Item	Status	Filing Date	Date Registered	Registrant
85492065/ 4173058	OTZSHOES	Live	December 9, 2011	July 10, 2012	OTZ Shoes, Inc. f/k/a OeTZI3300, LLC Ludovic Malmoux
85489813/ 4150286	OTZ	Live	December 7, 2011	May 29, 2012	OTZ Shoes, Inc. f/k/a OeTZI3300, LLC Ludovic Malmoux
85431995/	OTZ3300	Live	September 26, 2011	N/A	OTZ Shoes, Inc. f/k/a OeTZI3300, LLC Ludovic Malmoux
85167577/ 4064600	CORK FIT	Live	November 2, 2010	November 29, 2011	OTZ Shoes, Inc. f/k/a OeTZI3300, LLC
77646202/ 3874066	OETZI3300	Live	January 9, 2009	November 9, 2010	Ludovic Malmoux

TRADEMARK

RECORDED: 12/28/2012

REEL: 004930 FRAME: 0450