

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Supplement No. 1 to Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
BIG STRIKE, LLC		12/31/2012	LIMITED LIABILITY COMPANY: CALIFORNIA

RECEIVING PARTY DATA

Name:	U.S. BANK NATIONAL ASSOCIATION
Street Address:	221 S. Figueroa Street, Suite 210
City:	Los Angeles
State/Country:	CALIFORNIA
Postal Code:	90012
Entity Type:	A National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 21

Property Type	Number	Word Mark
Serial Number:	85564194	AVERAGE BETTY
Registration Number:	1705138	FIRST OPTION
Serial Number:	77771568	FREE 2
Serial Number:	85426218	GOLDEN AURA
Serial Number:	78790499	HALO
Serial Number:	85418181	HEART IN THE CITY
Serial Number:	77132256	HEART SOUL
Serial Number:	85425048	HS BY HEART SOUL
Serial Number:	85458338	IDLE HEARTS
Registration Number:	3431895	JUST GINGER
Serial Number:	85768110	LOVE & HAIGHT
Serial Number:	85768118	LOVE HAIGHT
Serial Number:	85716037	MNK
Serial Number:	85418184	ONE SOUL, ONE LOVE, ONE HEART

TRADEMARK

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Serial Number:	85418179	SOUL OF THE CITY
Serial Number:	85418176	SOUL SANCTUARY
Serial Number:	85482066	URBAN HEARTS
Serial Number:	85768128	WANT AND NEED
Registration Number:	3898118	WORKSHOP
Registration Number:	3773081	WORKSHOP LA
Registration Number:	3716232	YOUR BEST PROFILE

CORRESPONDENCE DATA

Fax Number: 9497200182
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 9492246291
Email: Trademark@Buchalter.com
Correspondent Name: Farah P. Bhatti
Address Line 1: 18400 Von Karman Ave, Suite 800
Address Line 4: Irvine, CALIFORNIA 92612

ATTORNEY DOCKET NUMBER:	U1642-0002
NAME OF SUBMITTER:	Farah P. Bhatti, Esq.
Signature:	/Farah P. Bhatti/
Date:	01/10/2013

Total Attachments: 4
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**SUPPLEMENT NO. 1 TO
TRADEMARK SECURITY AGREEMENT**

December 31, 2012

BIG STRIKE, LLC, a California limited liability company ("Borrower") hereby acknowledges that it has granted to **U.S. BANK NATIONAL ASSOCIATION**, a national banking association ("Bank"), a security interest in and to any and all of Borrower's right, title and interest in and to the trademarks and applications therefor which are owned by Borrower and identified on Schedule A attached hereto and herein incorporated by this reference (the "Trademarks"), together with the goodwill and assets of the business, pursuant to the Security Agreement (as such term is defined below).

This Supplement No. 1 to Trademark Security Agreement and the attached Schedule A hereto is intended to supplement (and not to replace) the original Trademark Security Agreement (together with all schedules, exhibits and supplements thereto, the "Original Trademark Security Agreement"), by and among Borrower, Gores Big Strike Holdings, Inc., a Delaware corporation ("Parent"), Big Strike TE Acquisition, LLC, a Delaware limited liability company ("TE Acquisition") and Bank, which Original Trademark Security Agreement was recorded in the records of the United States Patent and Trademark Office ("USPTO") on May 27, 2011 at Reel and Frame No. 004550/0400, as security for the obligations as set forth in the Security Agreement (as defined below) and any other agreements related thereto.

The terms and conditions of the aforementioned security interests are contained in that certain Security Agreement (the "Security Agreement") dated as of May 27, 2011, by and among Borrower, Parent, TE Acquisition and Bank.

Nothing contained in this Supplement No. 1 to Trademark Security Agreement shall be construed as a present or absolute assignment of any of the collateral nor as limiting any interest which Borrower or Bank may have in any other collateral described in the Security Agreement or otherwise.

THIS SUPPLEMENT NO. 1 TO TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF CALIFORNIA.

[Signature page to follow.]

IN WITNESS WHEREOF, the undersigned has duly executed this document as of the date first written above.

BORROWER:

BIG STRIKE, LLC,
a California limited liability company

By: 

Name: Michael Sanders

Title: Chief Financial Officer

ACCEPTED AND ACKNOWLEDGED BY:

U.S. BANK NATIONAL ASSOCIATION,
as Bank

By: Wayne G Elliott
Name: Wayne Glen Elliott
Title: Vice President

SCHEDULE A

TRADEMARKS and TRADEMARK APPLICATIONS

No.	Grantor	Mark	Application/ Registration Number	Application/ Registration Date
1.	Borrower	AVERAGE BETTY	85/564,194	3/8/2012
2.	Borrower	FIRST OPTION	1,705,138 1,705,138	11/7/1991/ 8/4/1992
3.	Borrower	FREE 2	77/771,568	6/30/2009/ 11/1/2011
4.	Borrower	GOLDEN AURA	85/426,218	11/19/2011
5.	Borrower	HALO	78/790,499	1/12/2006
6.	Borrower	HEART IN THE CITY	85/418,181	9/8/2011
7.	Borrower	HEART SOUL	TMA733,715	4/5/2003
8.	Borrower	HEART SOUL	77/132,256	3/15/2007
9.	Borrower	HS BY HEART SOUL	85/425,048	9/16/2011
10.	Borrower	IDLE HEARTS	85/458,338	10/27/2011
11.	Borrower	JUST GINGER	3,431,895	5/20/2008
12.	Borrower	LOVE & HAIGHT	85/768,110	10/31/2012
13.	Borrower	LOVE HAIGHT	85/768,118	10/31/2012
14.	Borrower	MNK	85/716,037	8/29/2012
15.	Borrower	ONE SOUL, ONE LOVE, ONE HEART	85/418,184	9/8/2011
16.	Borrower	SOUL OF THE CITY	85/418179	
17.	Borrower	SOUL SANCTUARY	85/418,176	9/6/2011
18.	Borrower	URBAN HEARTS	85/482,066	11/28/2011
19.	Borrower	WANT AND NEED	85/768,128	10/31/2012
20.	Borrower	WORKSHOP	3,898,118	12/28/10
21.	Borrower	WORKSHOP LA	3,773,081	4/26/2010
22.	Borrower	YOUR BEST PROFILE	3,716,232	11/24/2009

SCHEDULE A

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RECORDED: 01/10/2013

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