

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
Kooba, LLC		01/17/2012	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	KBA Licensing LLC		
Street Address:	34 West 33rd Street, 11th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10001		
Entity Type:	LIMITED LIABILITY COMPANY: NEW YORK		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3288187	KOOPA	
Registration Number:	3773498	KOOPA	
Registration Number:	3972807	KOOPA	
CORRESPONDENCE DATA			
Fax Number:	2124843990		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	212 484 3900		
Email:	marylee.jenkins@arentfox.com, tanya.branch@arentfox.com, NYIPDocket@arentfox.com		
Correspondent Name:	Marylee Jenkins		
Address Line 1:	Arent Fox LLP		
Address Line 2:	1675 Broadway		
Address Line 4:	New York, NEW YORK 10019		
ATTORNEY DOCKET NUMBER:	034152.00037		

OP \$90.00 3288187

NAME OF SUBMITTER:	Marylee Jenkins
Signature:	/Marylee Jenkins/
Date:	02/25/2013
Total Attachments: 6 source=Kooba LLC - KBA security Agreement#page1.tif source=Kooba LLC - KBA security Agreement#page2.tif source=Kooba LLC - KBA security Agreement#page3.tif source=Kooba LLC - KBA security Agreement#page4.tif source=Kooba LLC - KBA security Agreement#page5.tif source=Kooba LLC - KBA security Agreement#page6.tif	

SECURITY INTEREST INTELLECTUAL PROPERTY

THIS SECURITY INTEREST IN INTELLECTUAL PROPERTY ("Security Interest In Intellectual Property"), is made as of this 17th day of January 2012, by and between KOOPA, LLC, a limited liability company organized under the laws of the State of Delaware ("Grantor"), in favor of KBA LICENSING, LLC, a New York limited liability company ("Grantee").

WHEREAS, pursuant to that certain License Agreement dated as of January 17th, 2012 (the "License Agreement"), by and between Grantor and Grantee, Grantor has agreed to grant to Grantee a first priority security interest in the Property as that term is defined on Schedule A.

NOW THEREFORE, pursuant to the License Agreement, and in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed:

Section 1. Definitions. Except where otherwise specifically provided, capitalized terms used herein shall have the same meaning as in the License Agreement.

Section 2. Grant of Security Interest. As security for the performance of the obligations pursuant to the License Agreement, Grantor hereby grants to Grantee a first priority security interest in all of Grantor's right, title and interest in the Property, including, without limitation, those items listed on Schedule B hereto.

Section 3. Purpose. This Security Interest In Intellectual Property has been executed and delivered by Grantor for the purpose of registering with the United States Patent and Trademark Office ("PTO") the grant of a security interest in the Property. In the event of any conflict between this Security Interest in Intellectual Property and the License Agreement, the License Agreement shall prevail.

Section 4. Acknowledgment. Grantor does hereby further acknowledge and affirm that the rights and remedies of Grantee with respect to the security interest in the Property granted hereby are more fully set forth in the License Agreement.

Section 5. Filing this Security Interest In Intellectual Property. The party that files this Security Interest In Intellectual Property with the PTO shall: (i) complete accurately, and include as part of such filing, the PTO's "Recordation Form Cover Sheet" for trademarks and shall indicate on such cover sheet that the nature of the conveyance is a security interest; (ii) provide the other party hereto with copies of such filings; and (iii) pay all applicable filing fees.

Section 6. Rights Upon Default. Upon the occurrence and during the continuation of any Security Interest Event of Default, in addition to all other rights and remedies of the Grantee set forth in the License Agreement, the Grantee shall be entitled to exercise all rights and remedies of a secured party upon default under the Uniform Commercial Code as adopted in the State of Delaware, with respect to the Property, in addition to which the Grantee may sell, license, assign, transfer, or otherwise dispose of the Property in any manner, in whole

or in part, as the Licensee may determine from time to time in its sole and absolute discretion in accordance with the terms of the License Agreement. Any person may conclusively rely upon an affidavit of an officer of the Grantee that a Security Interest Event of Default has occurred and that the Grantee is authorized to exercise such rights and remedies.

Section 7. Attorney In Fact. The Grantor hereby irrevocably constitutes and designates the Grantee as and for the Grantor's attorney in fact, effective following a failure of Grantor to execute and deliver any further instruments and documents that Grantee may reasonably request, to perfect and protect the security interest granted hereby (and such failure remains uncured for 30 days after written notice): to execute all such instruments and documents as the Grantee reasonably determines to be appropriate to perfect and protect the security interest granted hereby. The Grantor hereby irrevocably constitutes and designates the Grantee as and for the Grantor's attorney in fact, effective following the occurrence and during the continuance of a Security Interest Event of Default: to execute all such instruments and documents as the Grantee determines to be appropriate in connection with the exercise of such rights and remedies hereunder and to cause the sale, license, assignment, transfer or other disposition of the Property in accordance with the terms of the License Agreement. The power of attorney granted herein, being coupled with an interest, shall be irrevocable until this Security Interest in Intellectual Property is terminated by a duly authorized officer of the Grantee.

Section 8. Counterparts. This Security Interest in Intellectual Property may be executed in one or more counterparts with the same effect as if the parties had all signed the same document. All counterparts shall be construed together and shall constitute one agreement.

Section 7. Choice of Law. This Security Interest in Intellectual Property shall be governed by the laws of the State of New York, without reference to principles of conflicts of laws.

* * * * *

IN WITNESS WHEREOF, the parties hereto have duly executed this Security Interest in Intellectual Property as of the date first above written.

KOOPA, LLC

By: [Signature]
Name: MARK R. POFF
Title: Chairman

STATE OF CA)
)ss
COUNTY OF San Francisco)

The foregoing Security Interest in Intellectual Property was acknowledged before me this 17 day of JANUARY, 2012, by Mark Poff who being duly sworn, did say that he is the Chairman of KOOPA, LLC, a limited liability company organized under the laws of the State of Delaware, and has executed this Assignment on behalf of such limited liability company.



Heidi B. Matzen
Notary Public
My commission expires:

KBA LICENSING, LLC

By: _____
Name: _____
Title: _____

STATE OF _____)
)ss
COUNTY OF _____)

The foregoing Security Interest in Intellectual Property was acknowledged before me this _____ day of JANUARY, 2012, by _____ who being duly sworn, did say that he is the _____ of KBA LICENSING, LLC, a limited liability company and has executed this Assignment on behalf of such limited liability company.

Notary Public
My commission expires:

SCHEDULE A

PROPERTY

All of the Grantor's right, title and interest in and to all of the following described property, whether now owned or hereafter acquired (collectively, "Property")

(i) Trademarks, trademark registrations, recording and/or applications, tradenames, trade styles, service marks, prints and labels on which any of the foregoing have or may appear; all designs, product designs, graphics, logos, images, patterns; all general intangibles pertaining to any of the foregoing, including, without limitation, the trademark "KOOBA" and all variations and derivations thereof and all trademarks and trademark applications listed on Schedule B attached hereto and any and all reissues and/or renewals of the foregoing, and damages and payments for past, present or future infringement thereof; and

(ii) The goodwill of the Grantor's business connected with and symbolized by the Property

SCHEDULE B

KOوبا TRADEMARK REGISTRATIONS

Country	Mark	Class of Goods	Status
United States	KOوبا	Int'l. Class 18 (Handbags) Int'l. Class 25 (Belts)	Reg. No. 3,288,187
United States	KOوبا	Int'l. Class 25 (Footwear and Shoes)	Reg. No. 3,773,498
United States	KOوبا	Int'l. Class 18 (Wallets)	Serial No. 85,002,160 (Pending) Application filed March 30, 2010.
Japan	KOوبا	Int'l. Class 18 (Handbags)	Reg. No. 4,947,075
Japan	KOوبا	Int'l. Class 3 (Fragrance and Beauty); Int'l. Class 25 (Clothing and Belts).	Reg. No. 4,822,943
Republic of South Korea	KOوبا	Int'l. Class 18 (Handbags)	Reg. No. 2006-28959.
European Community	KOوبا	Int'l. Class 3 (Fragrance and Beauty); Int'l. Class 18 (Handbags); Int'l. Class 25 (Clothing and Belts)	Reg. No. 005626874
	KOوبا FASHION	Int'l. Class 9 (Eyewear); Int'l. Class 18 (Handbags).	Reg. No. 006395263
People's Republic of China	KOوبا	Int'l. Class 18 (Handbags); Int'l. Class 25 (Clothing and Belts).	Application Nos. 5856131 and 5856120 Pending

TRADEMARK