

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
Ling-Su Chinn, LLC	FORMERLY Ling-Su Chinn, Inc.	04/19/2013	LIMITED LIABILITY COMPANY: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Breakwater Structured Growth Opportunities Fund, L.P.		
Street Address:	1999 Avenue of the Stars, Suite 3430		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90067		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3221450	PLANET BLUE	
Registration Number:	3138365		
Registration Number:	3673512	BLUE LIFE	
CORRESPONDENCE DATA			
Fax Number:	3102030567		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	310-203-8080		
Email:	trademarkdocket@jmbm.com		
Correspondent Name:	Robert M. Steinberg		
Address Line 1:	Jeffer Mangels Butler & Mitchell LLP		
Address Line 2:	1900 Avenue of the Stars, 7th Floor		
Address Line 4:	Los Angeles, CALIFORNIA 90067		
ATTORNEY DOCKET NUMBER:	70113-0015		

NAME OF SUBMITTER:	Craig A. Levine
Signature:	/craig a. levine/
Date:	04/19/2013
Total Attachments: 4 source=TM Security Agreement - Breakwater (70113-0015)#page1.tif source=TM Security Agreement - Breakwater (70113-0015)#page2.tif source=TM Security Agreement - Breakwater (70113-0015)#page3.tif source=TM Security Agreement - Breakwater (70113-0015)#page4.tif	

Trademark Security Agreement

TRADEMARK SECURITY AGREEMENT, dated as of April 19, 2013, by and between LING-SU CHINN, LLC, a California limited liability company formerly operating as Ling-Su Chinn, Inc., a California corporation (the "Borrower"), and BREAKWATER STRUCTURED GROWTH OPPORTUNITIES FUND, L.P., a Delaware limited partnership (the "Lender").

This Agreement is being entered into in connection with that certain General Security Agreement dated as of even date hereof (the "Security Agreement") by and among the Borrower, Lender and the other parties thereto, and the related Loan Agreement dated as of even date herewith among the Borrower, Lender and the other parties thereto.

The parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, the Borrower, pursuant to the Security Agreement, does hereby grant to the Lender, its successors and assigns, for the benefit of the Lender, a security interest in all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by the Borrower or in which the Borrower now has or at any time in the future may acquire any right, title or interest (collectively, the "Trademark Collateral"):

- (a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States or any other country or any political subdivision thereof, and all extensions or renewals thereof, including those listed on Schedule I (the "Trademarks");
- (b) all goodwill associated with or symbolized by the Trademarks; and
- (c) all other assets, rights and interests that uniquely reflect or embody such goodwill.

SECTION 3. Security Agreement. The security interests granted to the Lender herein are granted in furtherance, and not in limitation, of the security interests granted to the Lender pursuant to the Security Agreement. The Borrower hereby acknowledges and affirms that the rights and remedies of the Lender with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

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

LING-SU CHINN, LLC, a California limited liability company and successor to
Ling-Su Chinn, Inc., a California corporation

By: 

Name: *Ling-Su Chinn*

Title: *President*

BREAKWATER STRUCTURED GROWTH OPPORTUNITIES
FUND, L.P., a Delaware limited partnership

By: Breakwater Investment Management, LLC,
a California limited partnership, its General Partner

By: _____

Saif Mansour, Managing Partner

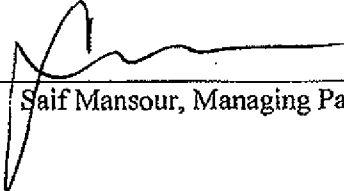
IN WITNESS WHEREOF, the parties hereto have duly executed this Trademark Security Agreement as of the day and year first above written.

LING-SU CHINN, LLC, a California limited liability company and successor to Ling-Su Chinn, Inc., a California corporation

By: _____
Name:
Title:

BREAKWATER STRUCTURED GROWTH OPPORTUNITIES FUND, L.P., a Delaware limited partnership

By: Breakwater Investment Management, LLC,
a California limited partnership, its General Partner

By:  _____
Saif Mansour, Managing Partner

Schedule I

Trademark List

Planet Blue (word mark) Reg. 3221450 USPTO

Globe (design mark) Reg. 3138365 USPTO

Blue Life (word mark) Reg. 3673512 USPTO