

## 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
MCCRANE, INC.		05/23/2013	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	AGILITY CAPITAL II, LLC		
Street Address:	812 Anacapa Street		
Internal Address:	Suite A		
City:	Santa Barbara		
State/Country:	CALIFORNIA		
Postal Code:	93101		
Entity Type:	LIMITED LIABILITY COMPANY: CALIFORNIA		
PROPERTY NUMBERS Total: 29			
Property Type	Number	Word Mark	
Registration Number:	1741463	HARBINGER	
Registration Number:	1815034	HARBINGER	
Registration Number:	2378621	REAL WASH & DRY LEATHER	
Registration Number:	3373940	WT	
Registration Number:	3253086	WASH & DRY	
Registration Number:	3229021		
Registration Number:	3608549	TRAINING GRIP	
Registration Number:	3796922	GYM GERMS	
Registration Number:	3672980	BIG GRIP	
Registration Number:	3719973	BIG GRIP II	
Registration Number:	4054944	HARBINGER ANTIMICROBIAL TREATED TO CONTR	
Registration Number:	3662506	ACTION WIPES	
Serial Number:	85276221	SOF	

Serial Number:	85620709	WASH & DRY REAL LEATHER
Serial Number:	85650475	ABPAD
Serial Number:	85675292	
Serial Number:	85675326	BIOFLEX
Serial Number:	85675355	BIOFORM
Serial Number:	85718480	GLOVEMATE
Serial Number:	85728534	HUMANX
Serial Number:	85728554	X
Serial Number:	85864034	A ACTION WIPES
Serial Number:	85864045	A
Registration Number:	4150673	THE WEST IS DEAD
Registration Number:	4068744	THE WEST IS DEAD
Registration Number:	4150674	
Registration Number:	4064840	
Registration Number:	4333022	J
Registration Number:	4336400	J

**CORRESPONDENCE DATA**

Fax Number: 8585506420  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*  
Phone: 858-550-6403  
Email: erin.obrien@cooley.com  
Correspondent Name: Erin O'Brien  
Address Line 1: c/o Cooley LLP  
Address Line 2: 4401 Eastgate Mall  
Address Line 4: San Diego, CALIFORNIA 92121

ATTORNEY DOCKET NUMBER:	305948-177 MCCRANE
NAME OF SUBMITTER:	Erin O'Brien
Signature:	/Erin O'Brien/
Date:	06/04/2013

Total Attachments: 6  
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**TRADEMARK**

**INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** is entered into as of May <sup>23</sup> 2013 by and between **AGILITY CAPITAL II, LLC** ("Lender") and **MCCRANE, INC.**, a California corporation ("Grantor").

**RECITALS**

Lender has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "**Loans**") in the amounts and manner set forth in that certain Loan Agreement by and between Lender and Grantor (as amended from time to time, the "**Loan Agreement**") dated on or about the date hereof. Capitalized terms used herein have the meaning assigned in the Loan Agreement. Lender is willing to make the credit extensions to Grantor, but only upon the condition, among others, that Grantor shall grant to Lender a security interest in all of Grantor's right title, and interest in, to and under all of the Collateral whether presently existing or hereafter acquired

**NOW, THEREFORE**, Grantor agrees as follows:

**AGREEMENT**

To secure performance of Grantor's obligations under the Loan Agreement, Grantor grants to Lender a security interest in all of Grantor's right, title and interest in Grantor's intellectual property (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits). This security interest is granted in conjunction with the security interest granted to Lender under the Loan Agreement. Each right, power and remedy of Lender provided for herein shall not preclude the simultaneous or later exercise by Lender of any or all other rights, powers or remedies.

**IN WITNESS WHEREOF**, the parties have caused this Intellectual Property Security Agreement to be duly executed as of the first date written above.

Address of Grantor:

801 Chadbourne Road, Suite 103  
Fairfield, CA 94534  
Attn: David McCrane

**MCCRANE, INC.**

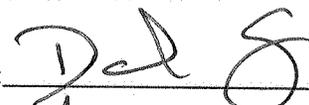
By: 

Title: President.

Address of Lender:

812 Anacapa Street, Suite A  
Santa Barbara, CA 93101

**AGILITY CAPITAL II, LLC**

By: 

Title: MANAGING MEMBER

EXHIBIT A

Copyrights

Title	Registration Number	Registration Date
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NONE

**EXHIBIT B**

**Patents**

<u>Title</u>	<u>Serial No./ Patent Number</u>	<u>Application No./ Issue Date</u>
Wrist wrap	D620,058	07/20/10
Weightlifting glove	D581,102	11/18/08
Handgrip exerciser	D521,086	05/16/06
Stretching rope with footbed	5,656,002	08/12/97
Adjustable hand grip exerciser	6,786,849	09/07/04
Glove with palm grips	6,704,939	03/16/04
Weightlifting glove with integrated hand and wrist support	12/146,940	06/26/08
Lifting strap with enhanced gripping properties	11/564,118	11/28/06
Listing strap with wrist support and enhanced gripping properties	11/860,994	09/25/07

**EXHIBIT C**

**Trademarks**

<b>Trademark</b>	<b>Country</b>	<b>Status</b>	<b>Registration Number</b>
HARBINGER	United States	Registered	1,741,463
HARBINGER	Australia	Registered	802185
HARBINGER	Brazil	Registered	819709395
HARBINGER	Brazil	Registered	819709379
HARBINGER	Benelux	Registered	587720
HARBINGER	Canada	Registered	762,098
HARBINGER	Chile	Registered	588.771
HARBINGER	China P.R.	Registered	4681480
HARBINGER	Colombia	Registered	459670
HARBINGER	Germany	Registered	395 41 862.3
HARBINGER	European Community	Registered	53348
HARBINGER	India	Filed	
HARBINGER	Japan	Registered	5341690
HARBINGER	Mexico	Registered	1314273
HARBINGER	Pakistan	Filed	
HARBINGER	Pakistan	Filed	
HARBINGER	Turkey	Filed	
HARBINGER	Venezuela	Registered	P246763
HARBINGER	United States	Registered	1,815,034
REAL WASH & DRY LEATHER AND DESIGN WT	United States	Registered	2,378,621
WASH & DRY	United States	Registered	3,373,940
HARBINGER	United States	Registered	3,253,086
SHIELD AND CROSS DESIGN	South Korea	Registered	702931
SHIELD AND CROSS DESIGN	United States	Registered	3,229,021
SHIELD AND CROSS DESIGN	Australia	Registered	1160177
SHIELD AND CROSS DESIGN	Canada	Registered	706,340
SHIELD AND CROSS DESIGN	China P.R.	Registered	G910997
SHIELD AND CROSS DESIGN	Colombia	Filed	
SHIELD AND CROSS DESIGN	European Community	Registered	910997
SHIELD AND CROSS DESIGN	India	Registered	1471839
SHIELD AND CROSS DESIGN	Japan	Registered	910997
SHIELD AND CROSS DESIGN	South Korea	Registered	910997
SHIELD AND CROSS DESIGN	Mexico	Registered	1313293
SHIELD AND CROSS DESIGN	Russian Federation	Registered	910997
TRAINING GRIP	United States	Registered	3,608,549
ANTI-MICROBIAL AND DESIGN	Canada	Registered	763,085
ANTI-MICROBIAL AND DESIGN	China P.R.	Registered	7863510
ANTI-MICROBIAL AND DESIGN	European Community	Registered	007458854
ANTI-MICROBIAL AND DESIGN	Japan	Registered	5274039
ANTI-MICROBIAL AND DESIGN	South Korea	Registered	40-0810310
GYM GERMS	United States	Registered	3,796,922
GYM GERMS	Australia	Registered	1301158
GYM GERMS	China P.R.	Registered	7427506
GYM GERMS	China P.R.	Registered	7863511
GYM GERMS	European Community	Registered	008324568
GYM GERMS	Japan	Registered	5283804
BIG GRIP	United States	Registered	3,672,980
BIG GRIP	Australia	Registered	1304894
BIG GRIP	Canada	Registered	770,443
BIG GRIP	China P.R.	Registered	7480044

BIG GRIP	European Community	Registered	008373524
BIG GRIP	Japan	Registered	5289179
BIG GRIP	South Korea	Registered	40-0831361
BIG GRIP II	United States	Registered	3,719,973
BIG GRIP II	Australia	Registered	1304893
BIG GRIP II	Canada	Registered	770,425
BIG GRIP II	China P.R.	Registered	7480043
BIG GRIP II	European Community	Registered	008373664
BIG GRIP II	Japan	Registered	5289180
BIG GRIP II	South Korea	Registered	40-0831362
HARBINGER ANTIMICROBIAL AND DESIGN	United States	Registered	4,054,944
HARBINGER ANTIMICROBIAL AND DESIGN	Australia	Registered	1399173
HARBINGER ANTIMICROBIAL AND DESIGN	China P.R.	Registered	8923240
HARBINGER ANTIMICROBIAL AND DESIGN	European Community	Registered	009695495
HARBINGER ANTIMICROBIAL AND DESIGN	South Korea	Registered	40-0933608
SOF	United States	Filed	
WASH & DRY REAL LEATHER AND DESIGN	United States	Filed	
AbPad	United States	Filed	
CROSS DESIGN	United States	Filed	
CROSS DESIGN	Australia	Filed	
CROSS DESIGN	Canada	Filed	
BioFlex	United States	Filed	
BioFlex	Australia	Filed	
BioFlex	Canada	Filed	
BioForm	United States	Filed	
BioForm	Australia	Filed	
BioForm	Canada	Filed	
GloveMate	United States	Filed	
GloveMate	Canada	Filed	
HUMANX AND DESIGN	United States	Filed	
TRIANGLE-X DESIGN	United States	Filed	
ACTION WIPES	United States	Registered	3,662,506
ACTION WIPES AND DESIGN	United States	Filed	
STYLIZED A DESIGN	United States	Filed	

Trademark	Country	Application Number	Application Date	Registration Number	Registration Date
THE WEST IS DEAD	United States	85/003,612	3/31/2010	4,150,673	5/29/2012
THE WEST IS DEAD	United States	85/975,553	3/31/2010	4,068,744	12/6/2011
THE WEST IS DEAD	Canada	1,496,181	9/16/2010		
THE WEST IS DEAD	European Community	009377731	9/15/2010	009377731	2/28/2011
THE WEST IS DEAD	Japan	2010 - 73141	9/16/2010	5410736	5/13/2011
BUFFALO HEAD DESIGN	United States	85/003,627	3/31/2010	4,150,674	5/29/2012
BUFFALO HEAD DESIGN	United States	85/975,552	3/31/2010	4,064,840	11/29/2011
BUFFALO HEAD DESIGN	Canada	1,496,182	9/16/2010		
BUFFALO HEAD DESIGN	European Community	009377789	9/15/2010	009377789	2/28/2011
BUFFALO HEAD DESIGN	Japan	2010 - 73142	9/16/2010	5410737	5/13/2011
J STITCH FLY DESIGN	United States	85/228,038	1/27/2011	4,333,022	5/7/2013
J STITCH FLY DESIGN	Canada	1,514,960	2/11/2011		
J STITCH FLY DESIGN	Japan	2011-19588	3/18/2011	5438204	9/9/2011
J STITCH POCKET DESIGN	United States	85/228,067	1/27/2011	4,336,400	5/14/2013
J STITCH POCKET DESIGN	Canada	1,514,959	2/11/2011		
J STITCH POCKET DESIGN	Japan	2011-19589	3/18/2011	5438205	9/9/2011