

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|-----------------------|-------------------|
| 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 |

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|----------------------|----------|-------------------------|
| 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 ²³ 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 |
|-------|---------------------|-------------------|
|-------|---------------------|-------------------|

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

| Trademark | Country | Status | Registration Number |
|--|--------------------|---------------|----------------------------|
| 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 |