

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Amendment Number One to Second Amended and Restated Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ONE INDUSTRIES LLC		06/12/2013	LIMITED LIABILITY COMPANY: DELAWARE
ONE INDUSTRIES CORP.		06/12/2013	CORPORATION: DELAWARE
VALENCIA SPORT GROUP, INC.		06/12/2013	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	CITY NATIONAL BANK, as Agent		
Street Address:	555 S. Flower Street		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90071		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	85835700	661 SIX SIX ONE	
Serial Number:	85835800	661	
CORRESPONDENCE DATA			
Fax Number:	2136270705		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	213.683.5698		
Email:	MinetteTayco@paulhastings.com		
Correspondent Name:	Minette M. Tayco, c/o Paul Hastings LLP		
Address Line 1:	515 S. Flower Street, 25th Floor		
Address Line 4:	Los Angeles, CALIFORNIA 90071		
ATTORNEY DOCKET NUMBER:	TRIPLE7-38468.00026TRADEM		

CH \$65.00 85835700

NAME OF SUBMITTER:	Minette M. Tayco
Signature:	/Minette M. Tayco/
Date:	06/13/2013
<b>Total Attachments: 5</b> source=CNB_Triple 7 - FULLY EXECUTED Amendment Number One to Second Amended and Restated Trademark Security Agreement#page1.tif source=CNB_Triple 7 - FULLY EXECUTED Amendment Number One to Second Amended and Restated Trademark Security Agreement#page2.tif source=CNB_Triple 7 - FULLY EXECUTED Amendment Number One to Second Amended and Restated Trademark Security Agreement#page3.tif source=CNB_Triple 7 - FULLY EXECUTED Amendment Number One to Second Amended and Restated Trademark Security Agreement#page4.tif source=CNB_Triple 7 - FULLY EXECUTED Amendment Number One to Second Amended and Restated Trademark Security Agreement#page5.tif	

**AMENDMENT NUMBER ONE TO SECOND AMENDED AND RESTATED  
TRADEMARK SECURITY AGREEMENT**

This **AMENDMENT NUMBER ONE TO SECOND AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT**, dated as of June 12, 2013 (this "Amendment"), is delivered pursuant to Section 6 of that certain Second Amended and Restated Trademark Security Agreement, dated as of September 20, 2012 (as amended, restated, supplemented or otherwise modified from time to time, the "Trademark Security Agreement"), by and among the Grantors listed on the signature pages thereof (collectively, the "Grantors" and each a "Grantor"), and **CITY NATIONAL BANK**, a national banking association, as the arranger and administrative agent for the Lenders (in such capacity, together with its successors and assigns in such capacity, "Agent"). Capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Trademark Security Agreement, which by this reference is incorporated herein.

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on or about September 21, 2012 at Reel 4865, Frame 0621; and

WHEREAS, the Grantors and Agent wish to amend the Trademark Security Agreement by amending Schedule A to the Trademark Security Agreement to add the trademarks appearing on Exhibit A hereto, and the Grantors and Agent have agreed to do so.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree to amend the Trademark Security Agreement as follows:

1. The Grantors and Agent hereby agree that Schedule A to the Trademark Security Agreement is hereby amended by adding the trademarks appearing on Exhibit A hereto (the "Additional Trademarks"), and such Additional Trademarks shall secure all Secured Obligations.

2. Each Grantor hereby: (a) reaffirms all prior grants of security interests in favor of Agent in all of such Debtor's right, title, and interest in, to, and under the Trademark Collateral identified on Schedule A to the Trademark Security Agreement prior to the effectiveness of this Amendment; (b) grants, assigns, and pledges to Agent, for the benefit of each member of the Lender Group and each of the Bank Product Providers to secure the Secured Obligations, continuing security interests in all of such Debtor's right, title, and interest in, to, and under the Additional Trademarks; (c) represents and warrants that the representations and warranties in the Trademark Security Agreement, as amended by this Amendment, are true and correct in all material respects on and as of the date hereof, as though made on such date; and (d) agrees that the Trademark Security Agreement as amended hereby is and shall remain in full force and effect.

3. **THE VALIDITY OF THIS AMENDMENT, THE CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT HEREOF, AND THE RIGHTS OF THE PARTIES HERETO WITH RESPECT TO ALL MATTERS ARISING HEREUNDER OR RELATED HERETO SHALL BE DETERMINED UNDER, GOVERNED BY, AND**

**CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA.**

4. This Amendment may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement. Delivery of an executed counterpart of this Amendment by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Amendment. Any party delivering an executed counterpart of this Amendment by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Amendment but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Amendment.

5. This Amendment is a Loan Document.

[signature pages follow]

**IN WITNESS WHEREOF**, the undersigned parties hereto have executed this Amendment by and through their duly authorized officers, as of the day and year first above written.

**ONE INDUSTRIES, LLC,**  
a Delaware limited liability company

By: Ken Firtel  
Name: Ken Firtel  
Title: VP


**ONE INDUSTRIES CORP.,**  
a Delaware corporation

By: Ken Firtel  
Name: Ken Firtel  
Title: VP

**VALENCIA SPORT GROUP, INC.,**  
a Delaware corporation

By: Ken Firtel  
Name: Ken Firtel  
Title: VP

CITY NATIONAL BANK,  
a national banking association, as Agent

By:   
Name: Rick Sawyer  
Title: Senior Vice President

[SIGNATURE PAGE TO AMENDMENT NUMBER ONE TO SECOND AMENDED AND  
RESTATED TRADEMARK SECURITY AGREEMENT]

**EXHIBIT A**

<u>Owner</u>	<u>Trademark</u>	<u>Country</u>	<u>Reg. Date</u>	<u>Reg. Number</u>
Valencia Sport Group, Inc.	661 SIX SIX ONE	U.S.	01/29/13	85835700
Valencia Sport Group, Inc.	661 DESIGN	U.S.	01/29/13	85835800