

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

UNITED STATES TRADEMARKS:

Registrations:

OWNER	REGISTRATION NUMBER	TRADEMARK
Sunburst Products, Inc.	2358207	ADRENALINE
Sunburst Products, Inc.	1319293	FREE STYLE
Sunburst Products, Inc.	2562830	FREESTYLE
Sunburst Products, Inc.	2250895	MAKO
Sunburst Products, Inc.	1640415	SHARK
Sunburst Products, Inc.	1809077	SHARK FIN Design
Sunburst Products, Inc.	2578975	SHARK TIDE
Sunburst Products, Inc.	3185159	TABU
Sunburst Products, Inc., d/b/a Freestyle USA	3592214	ADRENALINE

Applications:

OWNER	APPLICATION NUMBER	TRADEMARK
Sunburst Products, Inc.	85/146049	EZ PULSE

OTHER TRADEMARKS:

Registrations:

OWNER	REGISTRATION NUMBER	COUNTRY/ STATE	TRADEMARK
Sunburst Products, Inc.	945562	Australia	EZ PULSE
Sunburst Products, Inc.	A433074	Australia	FREESTYLE
Sunburst Products, Inc.	433073	Australia	FREESTYLE
Sunburst Products, Inc.	630328	Australia	SHARK FIN Design
Sunburst Products, Inc.	174858	Austria	FREESTYLE
Sunburst Products, Inc.	435452	Benelux	FREE STYLE

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 21st day of June, 2013, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and **WELLS FARGO BANK, NATIONAL ASSOCIATION**, a national banking association, in its capacity as agent for the Lender Group and the Bank Product Providers (in such capacity, together with its successors and assigns in such capacity, "Agent").

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated June 21, 2013 (as the same now exists or may hereafter be amended, amended and restated, modified, supplemented, extended, renewed, restated or replaced, the "Credit Agreement"), by and among ADVANCE WATCH COMPANY LTD., a Michigan corporation ("AWC"), SUNBURST PRODUCTS, INC., a California corporation ("Sunburst"), and GWG INTERNATIONAL, LTD., a Delaware corporation ("GWG"; and together with AWC and Sunburst, each individually as a "US Borrower", and individually and collectively, the "US Borrowers"), ADVANCE WATCH COMPANY (FAR EAST) LIMITED, a company incorporated under the laws of Hong Kong ("Far East"; and together with US Borrowers and any other Person that at any time after the date hereof becomes a Borrower, each individually a "Borrower", and individually and collectively, the "Borrowers"), and BINDA USA HOLDINGS, INC., a Delaware corporation ("Guarantor"), Agent and the lenders from time to time party thereto (the "Lenders"), the Lender Group has agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof;

WHEREAS, the members of the Lender Group and the Bank Product Providers are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, the other Loan Documents, and the Bank Product Agreements, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of the Lender Group and the Bank Product Providers, that certain Guaranty and Security Agreement, dated June 21, 2013 (including all annexes, exhibits or schedules thereto, as the same now exists or may hereafter be amended, amended and restated, modified, supplemented, extended, renewed, restated or replaced, the "Guaranty and Security Agreement"); and

WHEREAS, pursuant to the Guaranty and Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of the Lender Group and the Bank Product Providers, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. **DEFINED TERMS.** All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement or, if not defined therein, in the Credit Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, mutatis mutandis.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** Each Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit each member of the Lender Group and each of the Bank Product Providers, to secure the Secured Obligations, a continuing security

interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License;

(d) except in the case of each of the foregoing clauses (a), (b) and (c), to the extent that any such Intellectual Property License constitutes Excluded Property.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Agent, the other members of the Lender Group, the Bank Product Providers or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Providers, pursuant to the Guaranty and Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original,

and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

7. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 25 OF THE guaranty and SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, MUTATIS MUTANDIS.

[SIGNATURE PAGE FOLLOWS]

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

GRANTOR:

SUNBURST PRODUCTS, INC.

By: 
Name: Jeffrey L. Stegg
Title: Chief Executive Officer

ACCEPTED AND ACKNOWLEDGED BY:

WELLS FARGO BANK, NATIONAL ASSOCIATION, as Agent

By: S. N. Thomas
Name: [Signature]
Title: Authorized Signatory Director

Trademark Security Agreement - Sunburst

TRADEMARK
REEL: 005054 FRAME: 0399

OWNER	REGISTRATION NUMBER	COUNTRY/ STATE	TRADEMARK
Sunburst Products, Inc.	CA 104154	California	FREESTYLE
Sunburst Products, Inc.	7175033	China	FREESTYLE
Sunburst Products, Inc.	3336249	China	FREESTYLE with Chinese Characters and Shark Fin Design
Sunburst Products, Inc.	3336247	China	FREESTYLE with Chinese Characters and Shark Fin Design
Sunburst Products, Inc.	7175032	China	SHARK FIN Design
Sunburst Products, Inc.	7175031	China	SHARK FIN Design
Sunburst Products, Inc.	253112	European Community	SHARK
Sunburst Products Inc.	1409671	France	FREE STYLE
Sunburst Products, Inc.	1217342	France	FREE STYLE
Sunburst Products, Inc.	39711407	Germany	FREE STYLE
Sunburst Products, Incorporation. d/b/a Freestyle U.S.A.	1276485	Italy	FREE STYLE
Sunburst Products, Inc.	0001423551	Italy	FREESTYLE
Sunburst Products Inc.	2495556	Japan	FREE STYLE
Sunburst Products, Inc.	1344958	Japan	FREESTYLE in Katakana
Sunburst Products, Inc.	5180897	Japan	SHARK FIN Design
Sunburst Products, Inc.	659825	Mexico	FREESTYLE
Sunburst Products, Inc.	143111	Peru	FREESTYLE
Sunburst Products, Inc.	39643	Peru	SHARK
Sunburst Products, Inc.	144027	Peru	SHARK FIN Design
Sunburst Products, Inc.	189011	Peru	SHARK FREESTYLE
Sunburst Products, Inc.	41997-126112	Philippines	FREE STYLE
Sunburst Products, Inc.	T97/03188A	Singapore	FREESTYLE
Sunburst Products, Inc.	T83/05691G	Singapore	FREESTYLE
Sunburst Products, Inc.	1997/03990	South Africa	FREE STYLE
Sunburst Products, Inc.	1997/03991	South Africa	FREE STYLE
Sunburst Products, Incorporation. (Freestyle U.S.A.)	814626947	Brazil	FREE STYLE and Design

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OWNER	REGISTRATION NUMBER	COUNTRY/ STATE	TRADEMARK
Sunburst Products, Incorporation. d/b/a Freestyle U.S.A.	829753680	Brazil	FREESTYLE
Sunburst Products, Incorporation. d/b/a Freestyle U.S.A.	819223794	Brazil	SHARK
Sunburst Products, Incorporation. d/b/a Freestyle U.S.A.	829753745	Brazil	SHARK FIN Design
Sunburst Products, Inc. d/b/a Freestyle U.S.A.	788241	Canada	ADRENALINE
Sunburst Products, Inc. d/b/a Freestyle U.S.A.	487971	Canada	FREE STYLE
Sunburst Products, Inc. d/b/a Freestyle	444553	Canada	SHARK
Sunburst Products, Inc. d/b/a Freestyle U.S.A.	182887	Costa Rica	FREESTYLE
Sunburst Products, Inc. d/b/a Freestyle U.S.A.	182716	Costa Rica	SHARK
Sunburst Products, Inc. d/b/a Freestyle U.S.A.	182715	Costa Rica	SHARK FIN Design
Sunburst Products, Inc. d/b/a Free Style USA	7304413	European Community	FREESTYLE
Sunburst Products Inc., d/b/a Free Style USA	752469	European Community	NIGHT VISION
Sunburst Products, Inc. d/b/a Free Style USA	6811996	European Community	SHARK FIN Design
Sunburst Products, Inc. d/b/a Freestyle U.S.A.	2529554	Japan	SHARK
Sunburst Products, Inc. d/b/a Freestyle U.S.A.	539626	Mexico	SHARK
Sunburst Products, Inc. d/b/a Freestyle U.S.A.	787544	New Zealand	FREESTYLE
Sunburst Products, Inc. d/b/a Freestyle U.S.A.	787257	New Zealand	SHARK FIN Design
Sunburst Products, Inc. d/b/a Freestyle U.S.A.	176881	Panama	FREESTYLE
Sunburst Products, Inc. d/b/a Freestyle U.S.A.	176882	Panama	SHARK
Sunburst Products, Inc. d/b/a Freestyle U.S.A.	176883	Panama	SHARK FIN Design

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OWNER	REGISTRATION NUMBER	COUNTRY/ STATE	TRADEMARK
Sunburst Products, Inc. d/b/a Freestyle USA	2499890	United Kingdom	FREESTYLE

Applications:

OWNER	APPLICATION NUMBER	COUNTRY/ STATE	TRADEMARK
Sunburst Products, Inc.	6536/2009	Paraguay	FREESTYLE
Sunburst Products, Inc. d/b/a Freestyle U.S.A.	2008-021598	Venezuela	FREESTYLE
Sunburst Products, Inc. d/b/a Freestyle U.S.A.	2008-021600	Venezuela	SHARK FIN Design

TRADEMARK LICENSES

NONE

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