

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
Absolute Eyewear Solutions, LLC		09/24/2013	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	OneWest Bank, FSB, as administrative agent		
Street Address:	888 East Walnut Street		
Internal Address:	HQ-06-03		
City:	Pasadena		
State/Country:	CALIFORNIA		
Postal Code:	91101		
Entity Type:	federal savings bank: CALIFORNIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4125041	OUTDOOR POWER	
Registration Number:	3206163	AES	
CORRESPONDENCE DATA			
Fax Number:	3107884471		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	310-788-4442		
Email:	vickie.lee@kattenlaw.com		
Correspondent Name:	Vickie Lee c/o Katten Muchin Rosenman		
Address Line 1:	2029 Century Park East		
Address Line 2:	Suite 2600		
Address Line 4:	Los Angeles, CALIFORNIA 90067		
NAME OF SUBMITTER:	Vickie Lee		
Signature:	/Vickie Lee/		

CH \$65.00 4125041

Date:

09/25/2013

Total Attachments: 4

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT dated as of September 24, 2013 (as amended, restated, supplemented or otherwise modified from time to time, this “**Agreement**”), is made by ABSOLUTE EYEWEAR SOLUTIONS, LLC, a Delaware limited liability company (the “**Grantor**”), in favor of ONEWEST BANK, FSB, as administrative agent (in such capacity, the “**Administrative Agent**”) for the lenders party to the Credit Agreement dated as of the date hereof among Solaray, LLC, a Delaware limited liability company, as borrower (the “**Borrower**”), the lenders from time to time party thereto (the “**Lenders**”, and collectively with the Administrative Agent, the “**Creditor Parties**”), and the Administrative Agent (as amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”).

Reference is also made to that certain Subsidiary Security Agreement dated as of September 24, 2013 (as amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), by the Grantor in favor of the Administrative Agent for the benefit of the Credit Parties.

The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. The Grantor will derive substantial benefit from the extension of credit pursuant to the Credit Agreement and is willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit.

Accordingly, 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 or the Credit Agreement, as applicable. The rules of construction specified in Section 1.2 of the Credit Agreement also apply to this Agreement.

SECTION 2. *Grant of Security Interest.* As security for the payment or performance, as the case may be, in full of the Obligations, Grantor, pursuant to the Security Agreement, did, and hereby does, grant to the Administrative Agent, its successors and assigns, for the benefit of the Credit Parties, a security interest in, all of Grantor’s right, title or interest in or to any and all of the following assets and properties (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, and other source or business identifiers, 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**”); and

(b) all goodwill associated with or symbolized by the Trademarks.

Notwithstanding the foregoing, no security interest is granted in any Intent-to-Use Applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such applications under applicable law; provided that, at such time any such Intent-to-Use Applications matures into an Actual Use Application by the Grantor's receipt of a written notification from the United States Patent and Trademark Office of its acceptance of either an "Amendment to Alleged Use" or "Statement of Use," such Intent-to-Use Application shall immediately be included in the Trademark Collateral, and any security interest that would otherwise be granted herein shall attach immediately to such Actual Use Application.

SECTION 3. ***Security Agreement.*** The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Creditor Parties pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Creditor Parties 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.

SECTION 4. ***Governing Law.*** This Agreement shall be construed in accordance with and governed by the laws of the State of California.

SECTION 5. ***Execution In Counterparts.*** This Agreement may be signed in any number of counterparts with the same effect as if the signatures thereto and hereto were upon the same instrument. Any signature delivered by a party via facsimile or electronic transmission shall be deemed to be an original signature hereto.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Trademark Security Agreement by its duly authorized representative as of the date first written above

GRANTOR

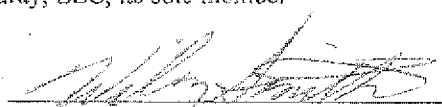
**ABSOLUTE EYEWEAR SOLUTIONS,
LLC**, a Delaware limited liability company

By: Solaray, LLC, its sole member

By:

Name:

Title:


Wiley Smith
CEO

Trademark Security Agreement

**TRADEMARK
REEL: 005117 FRAME: 0314**

Schedule I

REGISTERED MARKS

Trademark	Registration No.	Registration Date
OUTDOOR POWER	4,125,041	4/10/12
AES	3,206,163	2/6/07