

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
Mancillas Enterprises, Inc.		09/30/2013	CORPORATION:
RECEIVING PARTY DATA			
Name:	Diamond Creek Capital, LLC		
Street Address:	26 Orange Blossom Circle		
Internal Address:	Suite 10		
City:	Ladera Ranch		
State/Country:	CALIFORNIA		
Postal Code:	92694		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2016198	CARNOUSTIE	
CORRESPONDENCE DATA			
Fax Number:	9496820136		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	9495020312		
Email:	jhayashi@fortisgc.com		
Correspondent Name:	Joe Hayashi		
Address Line 1:	120 Vantis		
Address Line 2:	Suite 440		
Address Line 4:	Aliso Viejo, CALIFORNIA 92656		
NAME OF SUBMITTER:	Joe Hayashi		
Signature:	/Joe Hayashi/		
Date:	10/21/2013		

OP \$40.00 2016198

Total Attachments: 5

source=Intellectual Property Security Agreement#page1.tif

source=Intellectual Property Security Agreement#page2.tif

source=Intellectual Property Security Agreement#page3.tif

source=Intellectual Property Security Agreement#page4.tif

source=Intellectual Property Security Agreement#page5.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of September 30, 2013 by and between Diamond Creek Capital, LLC ("Lender") under that certain Loan Agreement (defined below) and MANCILLAS ENTERPRISES, INC., a California corporation, d/b/a Carnoustie Sportswear (the "Grantor").

RECITALS

A. The Lender has agreed to make certain advances of money and to extend certain financial accommodation (the "Loans") to the Grantor in the amounts and manner set forth in that certain Loan Agreement by and among the Lender and Grantor dated as of September 30, 2013 (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement).

B. Lender is willing to enter into the Loan Agreement and continue to make the Loans to the Grantor, but only upon the condition, among others, that the Grantor shall grant to the Lender, a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of the Grantor under the Loan Agreement.

C. Pursuant to the terms of the Loan Agreement, the Grantor have granted to the Lender, a security interest in all of the Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement and all other agreements now existing or hereafter arising among the Grantor and the Lender, the Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between the Lender and the Grantor, the Grantor grants and pledges to the Lender, a security interest in all of the Grantor's right, title and interest in, to and under its Intellectual Property Collateral (other than Excluded Property) (including without limitation those Copyrights, Patents and Trademarks listed on Schedules A, B and C hereto), and 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), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to the Lender, under the Loan Agreement. The rights and remedies of the Lender with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to the Lender as a matter of law or equity. Each right, power and remedy of the Lender provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by the Lender of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including the Lender, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

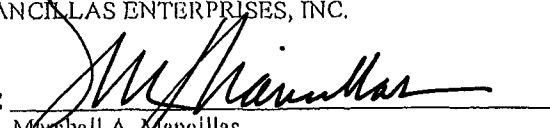
IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers therunto duly authorized as of the first date written above.

Address of Grantor:

GRANTOR:

MANCILLAS ENTERPRISES, INC.

By:


Marshall A. Mancillas
Chief Executive Officer

Address of Lender:

LENDER:

Diamond Creek Capital, LLC

By:

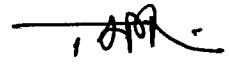

Thomas Harrison
Managing Director

EXHIBIT A

Copyrights

None.

EXHIBIT B

Patents

None.

EXHIBIT C

Trademarks

Owner	Mark	Application/ Registration No.	App/Reg Date
MANCILLAS ENTERPRISES, INC., a California corporation	CARNOUSTIE	2016198	November 12, 1996