

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
KAENON, INC.		12/06/2013	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	REINET COLUMBUS LIMITED
Street Address:	No. 2 The Forum; Grenville Street
Internal Address:	c/o Stonehage Fund Services Limited; Attn: N. McCallum
City:	St. Helier
State/Country:	JERSEY
Postal Code:	JE1 4HH
Entity Type:	Private Company: JERSEY

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Serial Number:	85308418	NEVER COMPROMISE
Serial Number:	78868588	LUXURY PERFORMANCE
Serial Number:	78076678	GLARE 86
Serial Number:	78020687	KAENON
Serial Number:	78076674	SR-91
Serial Number:	78068252	EVOLVE OPTICALLY
Serial Number:	78062457	LTL
Serial Number:	78357812	
Serial Number:	77880265	SEQUENCE
Serial Number:	77565426	KAENON

CORRESPONDENCE DATA

Fax Number: 2027393001

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

CH \$265.00 85308418

via US Mail.

Phone: 202-739-5652
Email: chowell@morganlewis.com
Correspondent Name: Catherine R. Howell, Senior Paralegal
Address Line 1: 1111 Pennsylvania Ave., N.W.
Address Line 2: Morgan, Lewis & Bockius LLP
Address Line 4: Washington, DISTRICT OF COLUMBIA 20004

ATTORNEY DOCKET NUMBER:	102809-0001
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DOMESTIC REPRESENTATIVE

Name:
Address Line 1:
Address Line 2:
Address Line 3:
Address Line 4:

NAME OF SUBMITTER:	Catherine R. Howell, Senior Paralegal
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Signature:	/Catherine R. Howell/
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Date:	12/10/2013
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Total Attachments: 7
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**ACKNOWLEDGEMENT OF
INTELLECTUAL PROPERTY COLLATERAL LIEN**

This Acknowledgement of Intellectual Property Collateral Lien (this “**Acknowledgement**”) is dated as of December 6, 2013 by and among KAENON, INC., a Delaware corporation, with offices at 1607 Babcock Street, Newport Beach CA 92663 (the “**Grantor**”), in favor of REINET COLUMBUS LIMITED, a private company registered in Jersey (formerly Columbus VC S.A., a societe anonyme organized under the laws of the Grand Duchy of Luxembourg) (the “**Secured Party**”).

WITNESSETH:

WHEREAS, pursuant to that certain Promissory Note dated as of the date hereof among the Grantor and the Secured Party (as the same exists and may be amended, restated, supplemented, extended, renewed, replaced or otherwise modified from time to time, the “**Note**”), the Lenders have made that certain Loan to the Grantor upon the terms and subject to the conditions set forth therein;

WHEREAS, pursuant to that certain Security Agreement dated as of the date hereof among the Grantor and the Secured Party (as the same exists and may be amended, restated, supplemented, extended, renewed or otherwise modified from time to time, the “**Security Agreement**”), the Grantor granted to Secured Party certain liens on the Collateral to secure its respective Obligations under the Credit Agreement; and

WHEREAS, pursuant to the terms of the Security Agreement the Grantor is required to execute and deliver this Acknowledgment in favor of Secured Party;

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and to induce Secured Party and Lenders to enter into the Loan Documents and to make the Loan to the Grantor thereunder, the Grantor hereby agrees with Secured Party as follows:

Section 1. Defined Terms. Capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Security Agreement or, if not defined in the Security Agreement, the meanings assigned to such terms in the Note, and, to the extent the same are used or defined therein, the meanings provided in Article 9 of the UCC in effect from time to time. Whenever the context so requires, each reference to gender includes the masculine and feminine, the singular number includes the plural and vice versa. This Acknowledgement shall mean such agreement as the same now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, from time to time. References in this Acknowledgement to any Person shall include such Person and its successors and permitted assigns.

Section 2. Reaffirmation of Grant of Security Interest in Intellectual Property Collateral. The Grantor, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations, hereby reaffirms its grant to Secured Party, for itself and the benefit of the Lenders, of a lien upon and security interest in all of its right, title and interest in, to and under the

Intellectual Property Collateral (as defined below), and further reaffirms its collateral assignment, conveyance, mortgage, pledge, hypothecation and transfer to Secured Party, of a lien on and security interest in all of its right, title and interest in, to and under the following, whether now existing or hereafter acquired (herein referred to as “**Intellectual Property Collateral**”):

- (i) all of its owned Trademarks and Trademark Licenses to which it is a party, including those referred to on Schedule I hereto;
- (ii) all of its owned Patents and Patent Licenses to which it is a party, including those referred to on Schedule II hereto;
- (iii) all of its Copyrights and Copyright Licenses to which it is a party, including those referred to on Schedule III hereto;
- (iv) all renewals, reissues, continuations or extensions of the foregoing;
- (v) all goodwill of the business connected with the use of, and symbolized by, each Trademark, Trademark License, Patent and Patent License, Copyright and Copyright License; and
- (vi) all Proceeds of the foregoing, including any claim by such Grantor against third parties for past, present, future (a) infringement or dilution of any Trademark, Trademark licensed under any Trademark License, Patent or Patent licensed under any Patent License, Copyright or Copyright licensed under any Copyright License or (b) injury to the goodwill associated with any Trademark, Trademark licensed under any Trademark License, Patent or Patent licensed under any Patent License, Copyright or Copyright licensed under any Copyright License.

Section 3. Acknowledgement. The security interests reaffirmed herein are granted in conjunction with the security interest granted to Secured Party, for itself and the benefit of the Lenders, pursuant to the Security Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of Secured Party and Lenders with respect to the security interest in the Intellectual Property Collateral reaffirmed herein are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent that there is any conflict or inconsistency between this Acknowledgement and the Security Agreement, the terms and conditions of the Security Agreement shall govern.

[Signatures appear on the following pages]

IN WITNESS WHEREOF, the Grantor has caused this Acknowledgment of Intellectual Property Collateral Lien to be executed and delivered by its duly authorized officer as of the date first set forth above.

KAENON, INC.

By: _____
Name: DARREN ROSENBERG
Title: VP

ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA)

) ss.

COUNTY OF ORANGE)

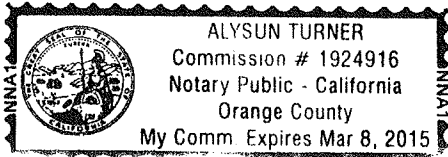
On December 5, 2013, before me, Alysun Turner, Notary Public,
Date Name And Title Of Officer (e.g. "Jane Doe, Notary Public")

personally appeared Darren Blake Rosenberg,
Name of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the state of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



[Signature]
Signature of Notary Public

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

- Individual
- Corporate Officer

Title(s)

- Partner(s) Limited General
- Attorney-In-Fact
- Trustee(s)
- Guardian/Conservator
- Other: _____

Signer is representing:
Name Of Person(s) Or Entity(ies)

DESCRIPTION OF ATTACHED DOCUMENT

**Acknowledgement of Intellectual Property
Collateral Lien**

Title or Type of Document

Number Of Pages

Date Of Document

Signer(s) Other Than Named Above

SCHEDULE I
to
ACKNOWLEDGEMENT OF INTELLECTUAL PROPERTY COLLATERAL LIEN

TRADEMARK REGISTRATIONS

A. REGISTERED TRADEMARKS

<u>Grantor</u>	<u>Trademarks</u>	<u>Registration Date</u>	<u>Status</u>	<u>Registration No. (Serial No)</u>
Kaenon, Inc.	Never Compromise	1/1/2013	Registered	85308418
Kaenon, Inc.	Luxury Performance	6/29/2010	Registered	78868588
Kaenon, Inc.	Glare 86	10/22/2002	Registered	78076678
Kaenon, Inc.	Kaenon	7/23/2002	Registered	78020687
Kaenon, Inc.	SR-91	10/8/2002	Registered	78076674
Kaenon, Inc.	Evolve Optically	6/11/2002	Registered	78068252
Kaenon, Inc.	LTL	6/11/2002	Registered	78062457
Kaenon, Inc.	“K” Logo (design)	2/1/2005	Registered	78357812
Kaenon, Inc.	Sequence	12/7/2010	Registered	77880265
Kaenon, Inc.	Kaenon	4/28/2009	Registered	77565426

B. TRADEMARK APPLICATIONS

<u>Grantor</u>	<u>Trademarks</u>	<u>Application Date</u>	<u>Status</u>	<u>Serial No.</u>
NONE				

C. TRADEMARK LICENSES

<u>Grantor</u>	<u>Trademark, Licensor and License Agreement</u>	<u>Registration Date</u>	<u>Status</u>	<u>Serial No.</u>
NONE				

SCHEDULE II
to
ACKNOWLEDGEMENT OF INTELLECTUAL PROPERTY COLLATERAL LIEN

PATENT REGISTRATIONS

A. REGISTERED PATENTS

<u>Grantor</u>	<u>Patents</u>	<u>Issue Date</u>	<u>Status</u>	<u>Patent No.</u>
NONE				

B. PATENT APPLICATIONS

<u>Grantor</u>	<u>Patents</u>	<u>Issue Date</u>	<u>Status</u>	<u>Patent No.</u>
NONE				

C. PATENT LICENCES

<u>Grantor</u>	<u>Patents, Licensor and License Agreement</u>	<u>Issue Date</u>	<u>Status</u>	<u>Patent No.</u>
NONE				

SCHEDULE III
to
ACKNOWLEDGEMENT OF INTELLECTUAL PROPERTY COLLATERAL LIEN

COPYRIGHT REGISTRATIONS

A. REGISTERED COPYRIGHTS

<u>Grantor</u>	<u>Copyrights</u>	<u>Filing Date</u>	<u>Status</u>	<u>Registration No.</u>
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NONE

B. COPYRIGHT APPLICATIONS

<u>Grantor</u>	<u>Copyrights</u>	<u>Filing Date</u>	<u>Status</u>	<u>Registration No.</u>
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NONE

C. COPYRIGHT LICENSES

<u>Grantor</u>	<u>Copyright, Licensor and License Agreement</u>	<u>Filing Date</u>	<u>Status</u>	<u>Registration No.</u>
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NONE