

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
TALON INTERNATIONAL, INC.		12/31/2013	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	UNION BANK, N.A.
Street Address:	21700 OXNARD STREET, SUITE 120 MC 4-73A-120
Internal Address:	ATTN: RUDY CEDILLOS
City:	WOODLAND HILLS
State/Country:	CALIFORNIA
Postal Code:	91367
Entity Type:	NATIONAL BANKING ASSOCIATION: UNITED STATES

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	3149076	TALON
Registration Number:	0856635	TALON
Registration Number:	0501980	TALON
Registration Number:	0501776	TALON
Registration Number:	0501774	TALON
Registration Number:	0501465	TALON
Registration Number:	0501057	TALON
Registration Number:	0243746	TALON
Registration Number:	0722493	TALON ZEPHYR
Registration Number:	3159297	TEKFIT
Registration Number:	2942440	TEKFIT
Registration Number:	3499444	TEKFIT BY TALON

CORRESPONDENCE DATA

900276548

TRADEMARK
 REEL: 005187 FRAME: 0654

CH \$315.00 3149076

Fax Number: 2132264028

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

Phone: 213-488-7100

Email: kevin.davis@pillsburylaw.com

Correspondent Name: ROBERT V. SLATTERY, JR.

Address Line 1: PILLSBURY WINTHROP SHAW PITTMAN LLP

Address Line 2: 725 SOUTH FIGUEROA STREET, SUITE 2800

Address Line 4: LOS ANGELES, CALIFORNIA 90017-5406

ATTORNEY DOCKET NUMBER:	005550-0000543
NAME OF SUBMITTER:	ROBERT V. SLATTERY, JR.
Signature:	/Robert V. Slattery, Jr./
Date:	01/07/2014

Total Attachments: 4

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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this "**Agreement**"), dated as of December 31, 2013, is made by TALON INTERNATIONAL, INC., a Delaware corporation ("**Grantor**"), in favor of UNION BANK, N.A. ("**Bank**").

Recitals

A. Grantor and Bank are party to a Commercial Credit Agreement dated on or about the date hereof (the "**Credit Agreement**"), pursuant to which Bank is making certain credit facilities available to Grantor.

B. As a condition to the effectiveness of the Credit Agreement, Grantor hereby agrees with Bank as set forth below.

Section 1. Defined Terms.

(a) Unless otherwise defined herein, terms used herein that are defined in the California Uniform Commercial Code shall have the respective meanings assigned to such terms in the California Uniform Commercial Code.

(b) Each term set forth below shall have the meaning specified.

"**Goodwill**" means the goodwill connected with Grantor's business, including all goodwill connected with (i) the use of and symbolized by any Trademark or any Intellectual Property License with respect to any Trademark in which Grantor has any interest, (ii) all know-how, trade secrets, customer and supplier lists, proprietary information, inventions, methods, procedures, formulae, writings, descriptions, compositions, technical data, drawings, specifications, schematics, name plates, catalogs, confidential information (and the right to limit the use or disclosure thereof by any person or entity), pricing and cost information, business and marketing plans and proposals, consulting agreements, engineering contracts and other assets relating to such goodwill and (iii) all product lines of Grantor's business.

"**Intellectual Property Licenses**" means all license and distribution agreements with, and covenants not to sue, any other party with respect to any Trademark, whether Grantor is a licensor, licensee, distributor or distributee under any such license or distribution agreement, together with any and all (i) income, fees, royalties, damages, claims and payments now or hereafter due and/or payable thereunder or with respect thereto, including damages and payments for past, present or future infringements or violations thereof, (ii) rights to sue for past, present or future infringements or violations thereof and (iii) other rights to use, exploit or practice any Trademark.

"**Trademarks**" means all trademarks (including service marks), slogans, logos, certification marks, trade dress, uniform resource locations (URLs), domain names, corporate names and trade names, whether registered or unregistered, owned by or assigned to Grantor and all registrations and applications for the foregoing (whether statutory or common-law and whether established or registered in the United States of America or any other country or any political subdivision of any thereof), together with any and all (i) rights and privileges arising under applicable law with respect to Grantor's use of any thereof, (ii) extensions and renewals thereof and amendments thereto, (iii) income, fees, royalties, damages and payments now or hereafter due and/or payable thereunder or with respect thereto, including damages, claims and payments for past, present or future infringements thereof, (iv) rights corresponding thereto throughout the world and (v) rights to sue for past, present or future infringements thereof.

Section 2. Grant of Security Interest in Trademark Collateral. Grantor hereby grants to Bank a security interest in all right, title and interest of Grantor in, to and under the following: (a) all Trademarks, including the Trademarks listed in Schedule 1 attached hereto; (b) all Goodwill associated with such Trademarks; (c) all proceeds of any and all of the foregoing; and (d) all causes of action arising before or after the date hereof for infringement of any of such Trademarks or for unfair competition regarding the same.

Section 3. Security Agreement. The security interest granted under this Agreement is granted in conjunction with the security interest granted to Bank under the Security Agreement dated on or about the date hereof (the "**Security Agreement**") executed by Grantor in favor of Bank, and Grantor hereby acknowledges and affirms that the rights and remedies of Bank with respect to the security interest granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if set forth herein in full. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

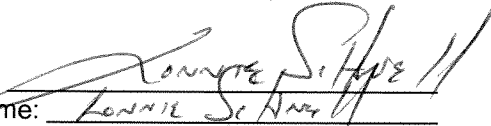
Section 4. Counterparts. This Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Agreement by signing and delivering one or more counterparts.

Section 5. Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California.

[Signature page follows.]

Grantor has caused this Agreement to be executed and delivered by its duly authorized representative as of the date first set forth above.

TALON INTERNATIONAL, INC.

By: 
Name: Lonnie Schaefer
Title: CEO, CFO & SECRETARY

TRADEMARK REGISTRATIONS

U.S. Trademark	Registration Number	Issue Date
Talon	3,149,076	09/26/2006
Talon	856,635	09/10/1968
Talon	501,980	09/7/1948
Talon	501,776	08/24/1948
Talon	501,774	08/24/1948
Talon	501,465	08/10/1948
Talon	501,057	07/20/1948
Talon	243,746	06/26/1928
Talon Zephyr	722,493	10/10/1961
Tekfit	3,159,297	10/17/2006
Tekfit	2,942,440	04/19/2005
Tekfit by Talon	3,499,444	09/09/2008