

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
MPJ Management, LLC		01/21/2014	LIMITED LIABILITY COMPANY: CALIFORNIA

RECEIVING PARTY DATA

Name:	California Bank & Trust
Street Address:	11752 El Camino Real
City:	San Diego
State/Country:	CALIFORNIA
Postal Code:	92130
Entity Type:	CORPORATION: CALIFORNIA

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Serial Number:	85787006	
Serial Number:	85779698	
Serial Number:	85786950	SAINT ARCHER
Serial Number:	85401631	SAINT ARCHER

CORRESPONDENCE DATA

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

Phone: 8587209323
 Email: jonathan.dale@calbt.com
 Correspondent Name: California Bank & Trust
 Address Line 1: 11752 El Camino Real
 Address Line 4: San Diego, CALIFORNIA 92130

NAME OF SUBMITTER:	Jonathan M. Dale
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OP \$115.00 85787006

Signature:	/Jonathan Dale/
Date:	01/21/2014
Total Attachments: 12 source=MPJ Management - Trademark Security Agreement - EXECUTED#page1.tif source=MPJ Management - Trademark Security Agreement - EXECUTED#page2.tif source=MPJ Management - Trademark Security Agreement - EXECUTED#page3.tif source=MPJ Management - Trademark Security Agreement - EXECUTED#page4.tif source=MPJ Management - Trademark Security Agreement - EXECUTED#page5.tif source=MPJ Management - Trademark Security Agreement - EXECUTED#page6.tif source=MPJ Management - Trademark Security Agreement - EXECUTED#page7.tif source=MPJ Management - Trademark Security Agreement - EXECUTED#page8.tif source=MPJ Management - Trademark Security Agreement - EXECUTED#page9.tif source=MPJ Management - Trademark Security Agreement - EXECUTED#page10.tif source=MPJ Management - Trademark Security Agreement - EXECUTED#page11.tif source=Trademark - Images for USPTO#page1.tif	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated and effective as of January 15, 2014, by MPJ Management LLC ("Grantor") in favor of California Bank & Trust, a California banking corporation ("Bank"), with reference to the following facts:

RECITALS:

WHEREAS, Grantor now owns or holds, and may hereafter adopt, acquire or hold, certain trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade dress, logos, other source of business identifiers and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof or similar property rights and all applications filed in connection therewith, including without limitation registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state thereof or any other country or any political subdivision of any thereof, and all reissues, extensions or renewals thereof (collectively, "Trademarks"), including without limitation the Trademarks listed on Schedule A hereto as such schedule may be amended from time to time by the addition of Trademarks subsequently registered or otherwise adopted or acquired;

WHEREAS, pursuant to that certain Business Loan Agreement, dated as of even date herewith, between Grantor, as borrower, and Bank, as lender (as amended, modified, supplemented, restated, replaced, extended and renewed from time to time, the "Loan Agreement"), Bank has agreed to extend to Grantor a commercial loan and other financial accommodations (collectively, the "Loan") in accordance with the terms and conditions set forth therein;

WHEREAS, in connection with the Loan and pursuant to the terms of a Commercial Security Agreement, dated as of even date herewith, between Grantor and Bank (as amended, modified, supplemented, restated, replaced, extended and renewed from time to time, the "Security Agreement"), Grantor has granted to the Bank a security interest in and to all personal property of Grantor, including without limitation all right, title and interest of Grantor in, to and under all of Grantor's Trademarks and Trademark licenses (including without limitation those Trademark licenses listed on Schedule B hereto), whether now owned, currently existing or hereafter arising, adopted or acquired and whether or not in possession of Grantor, together with the goodwill of the business connected with, and symbolized by, the Trademarks and all products and proceeds thereof and all income therefrom, including without limitation any and all causes of action which exist now or may exist in the future by reason of infringement or dilution thereof or injury to the associated goodwill, to secure the payment and performance of Grantor's indebtedness and obligations under the Loan Agreement and related promissory note; and

WHEREAS, Grantor and Bank, by this instrument, seek to confirm and make a record of the grant of a security interest in the Trademarks and the goodwill associated therewith.

AGREEMENT:

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby agree and covenant as follows:

1. Grantor grants to Bank, as security for Grantor's indebtedness and obligations under the Loan Agreement, the Security Agreement, any and all related promissory notes and other loan documents (collectively, the "Loan Documents"), a continuing security interest in and to all of Grantor's right, title and interest in, to and under the following, whether now owned, presently existing or hereafter arising, adopted or acquired and whether or not in possession of Grantor (collectively, the "Trademark Collateral"):

(a) each Trademark and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, including without limitation each Trademark referred to in Schedule A hereto;

(b) each Trademark license, including without limitation each Trademark license referred to in Schedule B hereto, to the extent such Trademark license does not prohibit the licensee from assigning or granting a security interest in its rights thereunder; and

(c) all products and proceeds of, and income from, any of the foregoing, including without limitation any claim by Grantor against third parties for the past, present or future infringement or dilution of any Trademark or any Trademark licensed under any Trademark license or for injury to the goodwill associated with any Trademark.

2. If any Person shall do or perform any act that Bank believes constitutes an infringement of any Trademark or violates or infringes any right therein of Grantor or Bank or if any Person shall do or perform any act that Bank reasonably believes constitutes an unauthorized or unlawful use thereof, then, upon thirty (30) days' prior written notice to Grantor (or if an Event of Default is at the time continuing, then without notice), Bank may and shall have the right to take such reasonable steps and institute such reasonable suits or proceedings as Bank may deem advisable or necessary to prevent such act or conduct and to secure damages and other relief by reason thereof and to generally take such steps as may be necessary, proper or advisable for the full protection of the rights of the parties. Bank may take such steps or institute such suits or proceedings in its own name or in the name of Grantor or in the names of the parties jointly. Bank hereby agrees to give Grantor notice of any steps taken or any suits or proceedings instituted by Bank pursuant to this section, and Grantor agrees to assist Bank with any such steps taken or suits or proceedings instituted at Grantor's sole expense.

3. The security interest hereunder is granted in conjunction with the security interests granted to Bank pursuant to the Security Agreement. Grantor and Bank hereby further acknowledge and affirm that the rights and remedies of Bank with respect to the security interest made and granted hereby are more fully set forth in the Security Agreement and are subject to the limitations (including certain rights of quiet enjoyment in favor of licensees) set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. This Trademark Security Agreement is made for collateral purposes only. At such time as all of the Indebtedness and other obligations under the Loan Documents have been indefeasibly paid in full and performed and the Loan Agreement and Security Agreement terminated, Bank shall promptly execute and deliver to Grantor, at Grantor's request and expense, without representation, warranty or recourse, all releases and reassignments, termination statements and other instruments as may be reasonably necessary or advisable to terminate the security interest of Bank in the Trademark Collateral, subject to any disposition thereof which may have been made by Bank pursuant to the terms hereof or any of the Loan Documents.

5. Grantor represents, warrants, covenants and agrees that:

(a) The Trademarks listed on Schedule A are all duly registered and filed in the United States, and are owned by Grantor as of the date hereof; and

(b) Grantor has used, and will continue to use for the duration of this Agreement, the Trademarks in accordance with the uses listed in the registrations.

6. So long as no Event of Default shall have occurred and be continuing, and subject always to the terms and conditions of the Loan Documents, Grantor may use, license and exploit the Trademark Collateral in any lawful manner permitted under the Loan Documents.

7. After the occurrence and during the continuance of an event of default in connection with or under the Security Document, the Secured Party shall have, in addition to all other rights and remedies given it by this Agreement, those rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any applicable jurisdiction, and after deducting from the proceeds of sale or other disposition of the Trademarks all reasonable expenses (including reasonable fees and expenses for brokers and attorneys), shall apply the remainder of such proceeds toward the payment of the Secured Obligations as the Secured Party, in its sole discretion, shall determine. Any remainder of the proceeds after payment in full of the Secured Obligations shall be paid over to the Grantor. Notice of any sale or other disposition of the Trademarks shall be given to the Grantor at least ten (10) days before the time of any intended public or private sale or other disposition of the Trademarks is to be made, which Grantor hereby agrees shall be reasonable notice of such sale or other disposition.

Notwithstanding anything contained implicitly or explicitly herein to the contrary, after the occurrence of an event of default in connection with or under the Security Document and upon Secured Party's exercise of any of its rights hereunder, the Seemed Party automatically grants to Grantor a fully paid, royalty-free, perpetual, worldwide, exclusive license of the Trademarks for all purposes.

8. Grantor will faithfully preserve and protect the Secured Party's security interest in the Trademarks as a prior perfected security interest under the Uniform Commercial Code as in effect in the applicable jurisdiction, and will do all such other acts and things and will, upon request therefore by the Seemed Party, execute, deliver, file and record all such other

documents and instruments, including, without limitation, financing statements and powers of attorney with respect to the Trademarks, as the Secured Party in its reasonable discretion may deem necessary or advisable from time to time in order to attach, continue, preserve, perfect and protect said security interest.

9. THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE APPLICABLE FEDERAL LAWS OF THE UNITED STATES OF AMERICA AND THE INTERNAL LAWS OF THE STATE OF CALIFORNIA WITHOUT REGARD TO ANY PRINCIPLES OF CONFLICT OF LAWS.

10. This Trademark Security Agreement and any modifications or amendments hereto may be executed in any number of counterparts, each of which when so executed and delivered shall constitute an original for all purposes, but all such counterparts taken together shall constitute but one and the same instrument. Delivery of an executed counterpart of a signature page of this Trademark Security Agreement by facsimile or transmitted electronically in a Portable Document Format ("PDF") or other electronic format sent by electronic mail shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement. This Trademark Security Agreement shall become effective when it shall have been executed by each party hereto. Any party delivering an executed counterpart of this Trademark Security Agreement by facsimile or by electronic mail shall also deliver a manually executed counterpart of this Trademark Security Agreement, but failure to do so shall not affect the validity, enforceability or binding effect of this Trademark Security Agreement, and the parties hereby waive any right they may have to object to said treatment.

11. All notices and other communications provided under this Trademark Security Agreement shall be delivered in such form, manner and address as provided in the Loan Agreement.

12. Any provision of this Trademark Security Agreement which is invalid, illegal or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability without invalidating the remaining provisions hereof and any such invalidity, illegality or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

13. No amendment, modification, rescission, waiver or release of any provision of this Trademark Security Agreement, and no consent to any departure therefrom shall in any event be effective unless signed by Bank and Grantor. Any waiver or consent shall be effective only in the specific instance and for the specific purpose for which it is given.

14. This Trademark Security Agreement shall bind and inure to the benefit of the parties hereto and their successors and permitted assigns, but neither this Trademark Security Agreement nor any of the rights or interests hereunder shall be assigned by Grantor (including their respective successors and permitted assigns) without the prior written consent of Bank, and any attempted assignment without such consent shall be null and void.

15. If any conflict or inconsistency exists between this Trademark Security Agreement and the Loan Documents, the Loan Documents shall govern.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly Authorized Officer as of the date first set forth above.

Grantor:

MPJ Management LLC

By: 

Josh Landan, Manager

ACCEPTED:

California Bank & Trust,
a California banking corporation

By: 

Jonathan Dale, Vice President

Trademark List

Page: 1

Trademark	Case Number/Subcase Country Name	Status	Application Number/Date	Registration Number/Date
Arrow Design	107815-0011/ Canada	Pending	1625873 08-May-2013	
	<i>Class/Goods:</i> 25 Int.: Clothing, namely, tee shirts, hooded sweatshirts and hats			
	32 Int.: Beer; Ale			
Arrow Design	107815-0013/ European Community	Published	011804267 09-May-2013	
	<i>Class/Goods:</i> 25 Int.: Clothing, namely, tee shirts, hooded sweatshirts and hats			
	32 Int.: Beer; Ale			
Arrow Design	107815-0015/ Japan	Pending	2013-035138 10-May-2013	
	<i>Class/Goods:</i> 25 Int.: Clothing, namely, tee shirts, hooded sweatshirts and hats; footwear; garters, stocking suspenders, braces, waistbands, belts; costumes; special sporting/gymnastic wear; special sporting/gymnastic footwear			
	32 Int.: Ale; Beer; refreshing beverages			
Arrow Design IC 25	107815-0007/ Australia	Registered	1556329 09-May-2013	1556329 21-Aug-2013
	<i>Class/Goods:</i> 25 Int.: Clothing, namely, tee shirts, hooded sweatshirts and hats			
Arrow Design IC 25	107815-0017/ Mexico	Pending	1372759 13-May-2013	
	<i>Class/Goods:</i> 25 Int.: Clothing, namely, tee shirts, hooded sweatshirts and hats			
Arrow Design IC 25	107815-0006/ea United States of America	Allowed	85/787,006 26-Nov-2012	
	<i>Class/Goods:</i> 25 Int.: Clothing, namely, tee shirts, hooded sweatshirts and hats			
Arrow Design IC 32	107815-0009/ Australia	Registered	1556325 09-May-2013	1556325 21-Aug-2013
	<i>Class/Goods:</i> 32 Int.: Beer; Ale			
Arrow Design IC 32	107815-0018/ Mexico	Pending	1372758 13-May-2013	
	<i>Class/Goods:</i> 32 Int.: Beer; Ale			
Arrow Design IC 32	107815-0004/ United States of America	Allowed	85/779,698 14-Nov-2012	
	<i>Class/Goods:</i> 32 Int.: Ale; Beer			
SAINT ARCHER	107815-0012/ Canada	Pending	1625876 08-May-2013	
	<i>Class/Goods:</i> 25 Int.: Clothing, namely, tee shirts, hooded sweatshirts and hats			
	32 Int.: Beer; Ale			
SAINT ARCHER	107815-0014/ European Community	Published	011804259 09-May-2013	
	<i>Class/Goods:</i> 25 Int.: Clothing, namely, tee shirts, hooded sweatshirts and hats			
	32 Int.: Beer; Ale			
SAINT ARCHER	107815-0016/ Japan	Pending	2013-035139 10-May-2013	
	<i>Class/Goods:</i> 25 Int.: Clothing, namely, tee shirts, hooded sweatshirts and hats; footwear; garters, stocking suspenders, braces, waistbands, belts; costumes; special sporting/gymnastic wear; special sporting/gymnastic footwear			
	32 Int.: Ale; Beer; refreshing beverages			

Trademark List

Page: 2

Trademark	Case Number/Subense Country Name	Status	Application Number/Date	Registration Number/Date
SAINT ARCHER IC 25	107815-0008/ Australia	Registered	1556330 09-May-2013	1556330 14-Aug-2013
<i>Class/Goods:</i> 25 Int.: Clothing, namely, tee shirts, hooded sweatshirts and hats				
SAINT ARCHER IC 25	107815-0019/ Mexico	Pending	1372760 13-May-2013	
<i>Class/Goods:</i> 25 Int.: Clothing, namely, tee shirts, hooded sweatshirts and hats				
SAINT ARCHER IC 25	107815-0005/ca United States of America	Allowed	85/786,950 26-Nov-2012	
<i>Class/Goods:</i> 25 Int.: Clothing, namely, tee shirts, hooded sweatshirts and hats				
SAINT ARCHER IC 32	107815-0010/ Australia	Published	1556331 09-May-2013	
<i>Class/Goods:</i> 32 Int.: Beer; Ale				
SAINT ARCHER IC 32	107815-0020/ Mexico	Pending	1372761 13-May-2013	
<i>Class/Goods:</i> 32 Int.: Beer; Ale				
SAINT ARCHER IC 32	107815-0003/ United States of America	Allowed	85/401,631 18-Aug-2011	
<i>Class/Goods:</i> 32 Int.: Ale; Beer				

None.

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

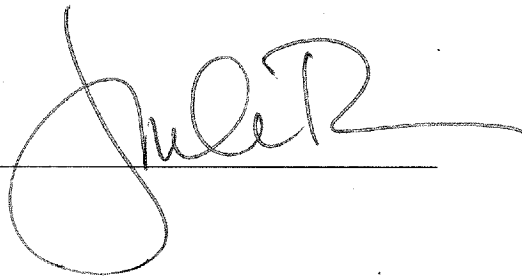
STATE OF CALIFORNIA

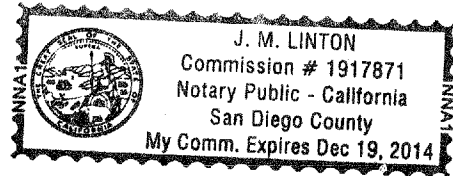
COUNTY OF San Diego

On January 21, 2014, before me, JMLinton, Notary Public, personally appeared Josh Land 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 



[SEAL]

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

STATE OF CALIFORNIA

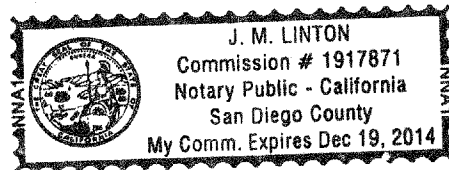
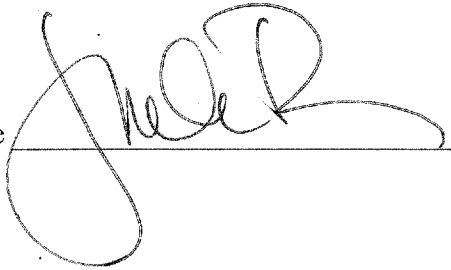
COUNTY OF San Diego

On January 21, 2014, before me, JMLinton, Notary Public, personally appeared Jonathan Dale 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



[SEAL]

SN 85-278,698, MPI MANAGEMENT, LLC, VENTURA, CA.
FILED 11-14-2012.



THE MARK CONSISTS OF A LIGHTNING BOLT ARROW
WITH WINGS.
FOR ALE, BEER (U.S. CLS. 43, 46 AND 48).
TIMOTHY G. SCHIMPF, EXAMINING ATTORNEY

SN 85-286,920, MPI MANAGEMENT, LLC, VENTURA, CA.
FILED 11-28-2012.

SAINT ARCHER

THE MARK CONSISTS OF STANDARD CHARACTERS
WITHOUT CLAIM TO ANY PARTICULAR FONT, STYLE,
SIZE, OR COLOR.
FOR CLOTHING, NAMELY, TEE SHIRTS, HOODED
SWEATSHIRTS, AND HATS (U.S. CLS. 22 AND 39).
TIMOTHY G. SCHIMPF, EXAMINING ATTORNEY

SN 85-287,086, MPI MANAGEMENT, LLC, VENTURA, CA.
FILED 11-28-2012.



THE MARK CONSISTS OF A LIGHTNING BOLT ARROW
WITH WINGS.
FOR CLOTHING, NAMELY, TEE SHIRTS, HOODED
SWEATSHIRTS, AND HATS (U.S. CLS. 22 AND 39).
TIMOTHY G. SCHIMPF, EXAMINING ATTORNEY