

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM308477

| | | | |
|---|---------------------------------------|-----------------------|-------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| UMA Enterprises, Inc. | | 06/06/2014 | CORPORATION: CALIFORNIA |
| RECEIVING PARTY DATA | | | |
| Name: | Fifth Third Bank, as Agent | | |
| Street Address: | 222 South Riverside Plaza, Suite 3000 | | |
| City: | Chicago | | |
| State/Country: | ILLINOIS | | |
| Postal Code: | 60606 | | |
| Entity Type: | Banking corporation: OHIO | | |
| PROPERTY NUMBERS Total: 6 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 4225403 | UMA | |
| Registration Number: | 4225406 | U | |
| Serial Number: | 86274325 | DECMODE COLLECTION | |
| Serial Number: | 86274214 | BM BRIMFIELD & MAY | |
| Serial Number: | 86225638 | DECO SEVENTY-NINE | |
| Serial Number: | 86204548 | C G COLE & GREY | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 3125786666 | | |
| <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i> | | | |
| Phone: | 312-263-3600 | | |
| Email: | grant.mcorkhill@hklaw.com | | |
| Correspondent Name: | C. Grant McCorkhill | | |
| Address Line 1: | Holland & Knight LLP | | |
| Address Line 2: | 131 S. Dearborn Street, 30th Floor | | |
| Address Line 4: | Chicago, ILLINOIS 60603 | | |
| ATTORNEY DOCKET NUMBER: | 092506-20/MADREWS | | |
| NAME OF SUBMITTER: | C. Grant McCorkhill | | |
| SIGNATURE: | /C. Grant McCorkhill/ | | |
| DATE SIGNED: | 06/23/2014 | | |

OP \$165.00 4225403

Total Attachments: 4

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**SECURITY INTEREST GRANT
INTELLECTUAL PROPERTY**

WHEREAS, UMA Enterprises, Inc., a California corporation, with offices at 660 West Artesia Boulevard, Compton, CA 90220 (the "Grantor") has adopted, used and is using, and holds all right, title and interest in and to the trademarks and service marks listed on the annexed Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks"); and

WHEREAS, Grantor has entered into a Loan and Security Agreement, dated as of June 6, 2014 (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), with various lending institutions (such lending institutions, together with their respective successors and assigns, are collectively referred to as the "Lenders" and individually as a "Lender"), and Fifth Third Bank, an Ohio banking association ("Agent"), with offices at 222 South Riverside Plaza, Suite 3000, Chicago IL 60606, individually as a Lender and administrative agent under the Loan Agreement (in such capacity, together with any successors and assigns, the "Grantee"); and

WHEREAS, pursuant to the Loan Agreement, Grantor has granted to Grantee for the benefit of the Agent and the Lenders a continuing security interest in all right, title and interest in all assets of Grantor, which assets include trademarks, service marks and the applications and registrations thereof, and all proceeds thereof and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "IP Collateral"), to secure the payment, performance and observance of the Liabilities (as defined in the Loan Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants to Grantee, for the benefit of the Agent and the Lenders (as such terms are defined in the Loan Agreement), a continuing security interest in the IP Collateral of Grantor, including, without limitation, the trademarks and service marks listed on Schedule A and to secure the prompt payment, performance and observance of the Liabilities.

Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the IP Collateral, are more fully set forth in the Loan Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

The Loan Agreement and the Security Interest Grant shall be construed in accordance with and governed by the laws of the State of Ohio applicable to contracts made and to be performed entirely within such State. Whenever possible, each provision of the Loan Agreement and the Security Interest Grant shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of the Loan Agreement or the Security Interest Grant shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of the Loan Agreement or the Security Interest Grant

IN WITNESS WHEREOF, Grantor has caused this Security Interest Grant Intellectual Property to be duly executed by its officer thereunto duly authorized.

Effective as of June 6, 2014.

UMA ENTERPRISES, INC.,
a California corporation

By: 

Name: LARRY WOODS

Its: cfo

STATE OF CALIFORNIA

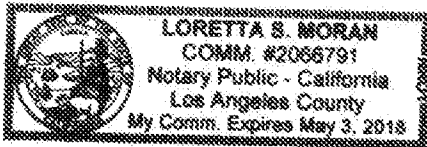
COUNTY OF LOS ANGELES

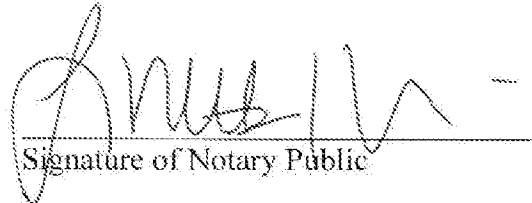
On this 18 day of June, 2014, before me, LORETTA S. MORAN, Notary Public the CFO of UMA Enterprises, Inc., personally appeared LARRY WOODS who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person or the entity upon behalf of which the person 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.

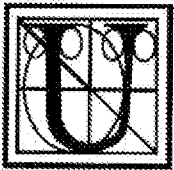
WITNESS my hand and official seal.

(Notary Seal)




Signature of Notary Public

SCHEDULE A
TRADEMARKS/SERVICE MARKS

| <u>Mark</u> | <u>Country</u> | <u>Serial No./Reg. No</u> | <u>App. Date/Reg. Date</u> |
|---|---------------------------------|---|--------------------------------|
| UMA | U.S. | 4,225,403 | Reg. October 16, 2012 |
|  | U.S. | 4,225,406 | Reg. October 16, 2012 |
| DECMODE COLLECTION | U.S. | SN 86274325 | App. Date May 7, 2014 |
| BM BRIMFIELD & MAY | U.S. | SN 86274214 | App. Date May 7, 2014 |
| DECO SEVENTY-NINE | U.S. | SN 86225638 | App. Date March 19, 2014 |
| C G COLE & GREY. | U.S. | SN 86204548 | App. Date February 26, 2014 |
| Stylized "U" | Peoples Republic of China | Reg. Nos. 10787847, 10787848 10787849, 10787850 | Reg. June 28 2012 |

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