TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM311638

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ARS BRANDS, LLC		07/05/2014	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	MARQUETTE BUSINESS CREDIT, INC.
Street Address:	333 S. Grand Ave., Suite 2350
Internal Address:	Portfolio Manager
City:	Los Angeles
State/Country:	CALIFORNIA
Postal Code:	90071
Entity Type:	CORPORATION: MINNESOTA

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	3953785	ACTIVE
Registration Number:	3549713	
Registration Number:	2872159	ACTIVE RIDE SHOP
Registration Number:	3024942	ACTIVE
Registration Number:	3142475	ACTIVE MAIL ORDER
Registration Number:	3093505	ACTIVE

CH $165.00 3953785

CORRESPONDENCE DATA

Fax Number: 2134432926

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.

Phone: 213-617-5493
Email: jcravitz@sheppardmullin.com
Correspondent Name: Sheppard, Mullin, Richter & Hampton LLP
Address Line 1: 333 S. Hope St., 43rd Floor
Address Line 2: Attn: J. Cravitz
Address Line 4: Los Angeles, CALIFORNIA 90071

ATTORNEY DOCKET NUMBER:	13EB-159845
NAME OF SUBMITTER:	Julie Cravitz

SIGNATURE:	/julie cravitz/
DATE SIGNED:	07/23/2014

Total Attachments: 14

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JOINDER
RE INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS JOINDER RE INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Joinder"), dated as of July 5, 2014, is entered into by ARS BRANDS, LLC, a Delaware limited liability company ("New Grantor") in favor of MARQUETTE BUSINESS CREDIT, INC., a Minnesota corporation with an office and place of business located in Los Angeles, Los Angeles County, California ("Lender") with reference to the following facts:

RECITALS

A. Lender and Active Sports Lifestyle USA, LLC, a Florida limited liability company ("Existing Grantor") are parties to that certain Intellectual Property Security Agreement dated as of August 4, 2011 (as has been or may be amended, restated, extended or otherwise modified from time to time the "IP Security Agreement"), pursuant to which Existing Grantor granted Lender a security interest in the Collateral as security for its obligations to Lender.

B. New Grantor and Existing Grantor have requested that Lender consent to the transfer of the Collateral from Existing Grantor to New Grantor.

C. Two of the conditions to such consent is that New Grantor enter into the Continuing Unlimited Guaranty of even date herewith by New Grantor in favor of Lender (as has been or may be amended, restated, extended or otherwise modified from time to time the "New Guaranty") and that New Grantor enter into this Joinder to secure New Grantor's obligations to Lender.

D. Both New Grantor and Existing Grantor expect to realize direct and indirect benefits as a result of obtaining such consent from Lender.

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

1. New Grantor hereby acknowledges the terms, conditions, duties and obligations of the IP Security Agreement, and hereby agrees to be bound thereby. New Grantor acknowledges and agrees that New Grantor, collectively with Existing Grantor, shall be the "Grantor" in, to and under the IP Security Agreement.

2. Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the IP Security Agreement.

3. The IP Security Agreement is and shall remain in full force and effect, unmodified hereby and shall be binding upon New Grantor and Existing Grantor in accordance therewith.

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IN WITNESS WHEREOF, the parties hereto have duly executed this Joinder as of the date first above written.

ARS BRANDS, LLC,
a Delaware limited liability company

By: ACTIVE RS HOLDINGS, INC., its Manager

By: _____
Name: Richard Gersten
Title: President

ACKNOWLEDGED AND AGREED:

MARQUETTE BUSINESS CREDIT INC.,
a Minnesota corporation

By: _____
Name: Xavier Gannon
Title: Vice President

ACTIVE SPORTS LIFESTYLE USA, LLC,
a Florida limited liability company

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties hereto have duly executed this Joinder as of the date first above written.

ARS BRANDS, LLC,
a Delaware limited liability company

By:_____
Name:_____
Title:_____

ACKNOWLEDGED AND AGREED:

MARQUETTE BUSINESS CREDIT INC.,
a Minnesota corporation

By: Xavier Gannon
Name: Xavier Gannon
Title: Vice President

ACTIVE SPORTS LIFESTYLE USA, LLC,
a Florida limited liability company

By:_____
Name:_____
Title:_____

SMRH:425885804.3

IN WITNESS WHEREOF, the parties hereto have duly executed this Joinder as of the date first above written.

ARS BRANDS, LLC,
a Delaware limited liability company

By: ACTIVE RS HOLDINGS, INC., its Manager

By:_____
Name:_____
Title:_____

ACKNOWLEDGED AND AGREED:

MARQUETTE BUSINESS CREDIT INC.,
a Minnesota corporation

By:

_____
Name: Xavier Gannon
Title: Vice President

ACTIVE SPORTS LIFESTYLE USA, LLC,
a Florida limited liability company

By: Esmail Mawji
Name: ESMAIL MAWJEE
Title: PRESIDENT

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (the "Agreement") is made as of August 4, 2011, by and between ACTIVE SPORTS LIFESTYLE USA LLC, a Florida limited liability company ("Grantor"), and MARQUETTE BUSINESS CREDIT, INC., a Minnesota corporation ("Secured Party"), with reference to the following facts:

RECITALS

A. Grantor and Secured Party are parties to that certain Loan and Security Agreement, of even date herewith (as it has been or may be renewed, extended, amended, restated or otherwise modified from time to time, the "Loan Agreement"), Revolving Note, and Loan Documents pursuant to which the Secured Party has provided certain credit facilities to Grantor. Capitalized terms used but not otherwise defined herein shall have the meaning set forth in the Loan Agreement.

B. In order to induce Secured Party to provide financing to Grantor, in addition to the other Loan Documents, Grantor is willing to enter into this Agreement with Secured Party to secure the Obligations.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. Grant of Security Interest. As collateral security for the prompt and complete payment and performance of all of Grantor's present or future indebtedness, obligations and liabilities to Secured Party, Grantor hereby grants a security interest and mortgage to Secured Party, as security, in and to Grantor's entire right, title and interest in, to and under all of its intellectual property, including without limitation the following (all of which shall collectively be called the "Collateral"):

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the "Copyrights");

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights which may be available to Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including without limitation improvements, divisions, continuations, renewals, reissues, extensions and continuations in part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");

(e) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks");

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(f) Any and all claims for damages by way of past, present and future infringement of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(g) All licenses or other rights to use any of the Copyrights, Patents or Trademarks, and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(h) All amendments, renewals and extensions of any of the Copyrights, Trademarks or Patents; and

(i) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

2. Covenants and Warranties. Grantor represents, warrants, covenants and agrees as follows:

(a) Grantor is now the sole owner of the Collateral, except for licenses granted by Grantor to its customers in the ordinary course of business;

(b) Except as set forth in the Schedule, Grantor's rights as a licensee of intellectual property do not give rise to more than five percent (5%) of its gross revenue in any given month, including without limitation revenue derived from the sale, licensing, rendering or disposition of any product or service;

(c) Performance of this Agreement does not conflict with or result in a breach of any agreement to which Grantor is party or by which Grantor is bound;

(d) During the term of this Agreement, Grantor will not transfer or otherwise encumber any interest in the Collateral, except for licenses granted by Grantor in the ordinary course of business or as set forth in this Agreement;

(e) To its knowledge, each of the Patents is valid and enforceable, and no part of the Collateral has been judged invalid or unenforceable, in whole or in part, and no claim has been made that any part of the Collateral violates the rights of any third party;

(f) Grantor shall deliver to Secured Party within thirty (30) days of the last day of each fiscal quarter, a report signed by Grantor, in form reasonably acceptable to Secured Party, listing any applications or registrations that Grantor has made or filed in respect of any patents, copyrights or trademarks and the status of any outstanding applications or registrations. Grantor shall promptly advise Secured Party of any material change in the composition of the Collateral, including but not limited to any subsequent ownership right of the Grantor in or to any Trademark, Patent or Copyright not specified in this Agreement;

(g) Grantor shall (i) protect, defend and maintain the validity and enforceability of the Trademarks, Patents and Copyrights (ii) use its best efforts to detect infringements of the Trademarks, Patents and Copyrights and promptly advise Secured Party in writing of material infringements detected and (iii) not allow any Trademarks, Patents or Copyrights to be abandoned, forfeited or dedicated to the public without the written consent of Secured Party, which shall not be unreasonably withheld;

(h) Grantor shall register or cause to be registered (to the extent not already registered) with the United States Patent and Trademark Office or the United States Copyright Office, as

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the case may be, those registerable intellectual property rights now owned or hereafter developed or acquired by Grantor to the extent that Grantor, in its reasonable business judgment, deems it appropriate to so protect such intellectual property rights;

(i) Grantor shall promptly give Secured Party written notice of any applications or registrations of intellectual property rights filed with the United States Patent and Trademark Office, including the date of such filing and the registration or application numbers, if any. Grantor shall (i) give Secured Party not less than 30 days prior written notice of the filing of any applications or registrations with the United States Copyright Office, including the title of such intellectual property rights to be registered, as such title will appear on such applications or registrations, and the date such applications or registrations will be filed, and (ii) prior to the filing of any such applications or registrations, shall execute such documents as Secured Party may reasonably request for Secured Party to maintain its perfection in such intellectual property rights to be registered by Grantor, and upon the request of Secured Party, shall file such documents simultaneously with the filing of any such applications or registrations. Upon filing any such applications or registrations with the United States Copyright Office, Grantor shall promptly provide Secured Party with (i) a copy of such applications or registrations, without the exhibits, if any, thereto, (ii) evidence of the filing of any documents requested by Secured Party to be filed for Secured Party to maintain the perfection and priority of its security interest in such intellectual property rights, and (iii) the date of such filing;

(j) Secured Party may audit the Collateral to confirm compliance with this Section, provided such audit may not occur more often than twice per year, unless an Event of Default has occurred and is continuing;

(k) This Agreement creates, and in the case of after acquired Collateral, this Agreement will create at the time Grantor first has rights in such after acquired Collateral, in favor of Secured Party a valid and perfected first priority security interest in the Collateral in the United States securing the payment and performance of the obligations evidenced by the Loan Documents;

(l) All information heretofore, herein or hereafter supplied to Secured Party by or on behalf of Grantor with respect to the Collateral is accurate and complete in all material respects;

(m) Grantor shall not enter into any agreement that would materially impair or conflict with Grantor's obligations hereunder without Secured Party's prior written consent, which consent shall not be unreasonably withheld. Grantor shall not permit the inclusion in any material contract to which it becomes a party of any provisions that could or might in any way prevent the creation of a security interest in Grantor's rights and interests in any property included within the definition of the Collateral acquired under such contracts; and

(n) Upon any executive officer of Grantor obtaining actual knowledge thereof, Grantor will promptly notify Secured Party in writing of any event that materially adversely affects the value of any Collateral, the ability of Grantor to dispose of any Collateral or the rights and remedies of Secured Party in relation thereto, including the levy of any legal process against any of the Collateral.

3. Secured Party's Rights. Secured Party shall have the right, but not the obligation, to take, at Grantor's sole expense, any actions that Grantor is required under this Agreement to take but which Grantor fails to take, after fifteen (15) days notice to Grantor. Grantor shall reimburse and indemnify Secured Party for all reasonable costs and reasonable expenses incurred in the reasonable exercise of its rights under this Section 3.

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4. Inspection Rights. Grantor hereby grants to Secured Party and its employees, representatives and agents the right to visit, during reasonable hours upon prior reasonable written notice to Grantor, any of Grantor's plants and facilities that manufacture, install or store products (or that have done so during the prior six month period) that are sold utilizing any of the Collateral, and to inspect the products and quality control records relating thereto upon reasonable written notice to Grantor and as often as may be reasonably requested.

5. Further Assurances; Attorney in Fact.

(a) On a continuing basis, Grantor will make, execute, acknowledge and deliver, and file and record in the proper filing and recording places in the United States, all such instruments, including appropriate financing and continuation statements and collateral agreements and filings with the United States Patent and Trademark Office and the Register of Copyrights, and take all such action as may reasonably be deemed necessary or advisable, or as requested by Secured Party, to perfect Secured Party's security interest in all Copyrights, Patents and Trademarks and otherwise to carry out the intent and purposes of this Agreement, or for assuring and confirming to Secured Party the grant or perfection of a security interest in all Collateral.

(b) Grantor hereby irrevocably appoints Secured Party as Grantor's attorney in fact, with full authority in the place and stead of Grantor and in the name of Grantor, from time to time in Secured Party's discretion, to take any action and to execute any instrument which Secured Party may deem necessary or advisable to accomplish the purposes of this Agreement, including (i) to modify, in its sole discretion, this Agreement without first obtaining Grantor's approval of or signature to such modification by amending Exhibit A, Exhibit B and Exhibit C, hereof, as appropriate, to include reference to any right, title or interest in any Copyrights, Patents or Trademarks acquired by Grantor after the execution hereof or to delete any reference to any right, title or interest in any Copyrights, Patents or Trademarks in which Grantor no longer has or claims any right, title or interest, (ii) to file, in its sole discretion, one or more financing or continuation statements and amendments thereto, relative to any of the Collateral without the signature of Grantor where permitted by law and (iii) after the occurrence of an Event of Default, to transfer the Collateral into the name of Secured Party or a third party to the extent permitted under the California Uniform Commercial Code.

6. Events of Default. The occurrence of any of the following shall constitute an Event of Default under the Agreement:

(a) An Event of Default occurs under the Loan Agreement;

(b) Grantor fails to fulfill or perform in any material respect any of its duties or obligations under the Guaranty; or

(c) Grantor breaches any warranty, covenant or agreement made by Grantor in this Agreement and, as to any breach that is capable of cure, Grantor fails to cure such breach within five (5) days of the occurrence of such breach.

7. Remedies. Upon the occurrence and continuance of an Event of Default, Secured Party shall have the right to exercise all the remedies of a secured party under the California Uniform Commercial Code, including without limitation the right to require Grantor to assemble the Collateral and any tangible property in which Secured Party has a security interest and to make it available to Secured Party at a place designated by Secured Party. Secured Party shall have a nonexclusive, royalty free license to use the Copyrights, Patents and Trademarks to the extent reasonably necessary to permit Secured Party to exercise its rights and remedies upon the occurrence of an Event of Default. Grantor

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will pay any expenses (including reasonable attorneys' fees) incurred by Secured Party in connection with the exercise of any of Secured Party's rights hereunder, including without limitation any expense incurred in disposing of the Collateral. All of Secured Party's rights and remedies with respect to the Collateral shall be cumulative.

8. Indemnity. Grantor agrees to defend, indemnify and hold harmless Secured Party and its officers, employees, and agents against: (a) all obligations, demands, claims, and liabilities claimed or asserted by any other party in connection with the transactions contemplated by this Agreement, and (b) all losses or expenses in any way suffered, incurred, or paid by Secured Party as a result of or in any way arising out of, following or consequential to transactions between Secured Party and Grantor, whether under this Agreement or otherwise (including without limitation reasonable attorneys' fees and reasonable expenses), except for losses arising from or out of Secured Party's gross negligence or willful misconduct.

9. Course of Dealing. No course of dealing, nor any failure to exercise, nor any delay in exercising any right, power or privilege hereunder shall operate as a waiver thereof.

10. Attorneys' Fees. If any action relating to this Agreement is brought by either party hereto against the other party, the prevailing party shall be entitled to recover reasonable attorneys' fees, costs and disbursements.

11. Amendments. This Agreement may be amended only by a written instrument signed by both parties hereto.

12. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

13. California Law. This Agreement shall be governed by the laws of the State of California, without regard for choice of law provisions.

[Signature Page Follows]

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

GRANTOR:

Address of Grantor:

12087 Landon Drive
Mira Loma, CA 91752
Attention: Issa Ladha, Naveen Ladha, Esmail Mawjee and Ryan Ciucki
Fax No. (__) ___-____
951-727-9522

ACTIVE SPORTS LIFESTYLE USA, LLC,
a Florida limited liability company

By:_____
Name: ISSA F. LADHA
Title: CEO/MEMBER

SECURED PARTY:

Address of Secured Party:

333 South Grand Avenue, Suite 2350
Los Angeles, California 90071-1504
Attn: Portfolio Manager, URGENT
Fax No. (213) 625-8147

with a complete copy to:

Sheppard, Mullin, Richter & Hampton LLP
333 South Hope Street, 43rd Floor
Los Angeles, CA 90071-1422
Attn: Kyle Mathews
Fax No. (213) 620-1398

MARQUETTE BUSINESS CREDIT, INC.

By:_____
Name: Xavier Gannon
Title: Vice President

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

GRANTOR:

Address of Grantor:

12087 Landon Drive
Mira Loma, CA 91752
Attention: Issa Ladha, Naveen Ladha, Esmail Mawjee and Ryan Ciucki
Fax No. (__) ___-____

ACTIVE SPORTS LIFESTYLE USA, LLC,
a Florida limited liability company

By:_____
Name:_____
Title:_____

SECURED PARTY:

Address of Secured Party:

333 South Grand Avenue, Suite 2350
Los Angeles, California 90071-1504
Attn: Portfolio Manager, URGENT
Fax No. (213) 625-8147

with a complete copy to:

Sheppard, Mullin, Richter & Hampton LLP
333 South Hope Street, 43rd Floor
Los Angeles, CA 90071-1422
Attn: Kyle Mathews
Fax No. (213) 620-1398

MARQUETTE BUSINESS CREDIT, INC.

By: Xavier Gannon
Name: Xavier Gannon
Title: Vice President

TRADEMARK
REEL: 005328 FRAME: 0546

EXHIBIT A

Copyrights

None

EXHIBIT B

Patents

None

TRADEMARK
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EXHIBIT C

Trademarks

TRADEMARK	REGISTRATION NUMBER	REGISTRATION DATE
ACTIVE with design	3953785	May 3, 2011
(design only)	3549713	December 23, 2008
ACTIVE RIDE SHOP with design	2872159	August 10, 2004
ACTIVE	3024942	December 13, 2005
ACTIVE MAIL ORDER (stylized)	3142475	September 12, 2006
ACTIVE with design	3093505	May 16, 2006