TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM312806

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement (Trademarks, Trademark Applications and Trademark Licenses)

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
The Sun Valley Group, Inc.		07/31/2014	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	SummitBridge National Investments II LLC c/o Summit Investment Management LLC
Street Address:	1700 Lincoln Street
Internal Address:	Suite 2150
City:	Denver
State/Country:	COLORADO
Postal Code:	80203
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Serial Number:	86209415	STARGAZER BARN

CORRESPONDENCE DATA

Fax Number: 2128366337

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: (212) 836-7319
Email: psomelofske@kayescholer.com
Correspondent Name: Paul J. Somelofske c/o Kaye Scholer LLP
Address Line 1: 425 Park Avenue
Address Line 2: 16-06
Address Line 4: New York, NEW YORK 10022-3598

ATTORNEY DOCKET NUMBER:	59925-0002-05948
NAME OF SUBMITTER:	Paul J. Somelofske
SIGNATURE:	/Paul J. Somelofske/
DATE SIGNED:	08/04/2014

Total Attachments: 5
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TRADEMARK SECURITY AGREEMENT

(TRADEMARKS, TRADEMARK APPLICATIONS AND TRADEMARK LICENSES)

WHEREAS, The Sun Valley Group, Inc., a California corporation (herein referred to as "Grantor"), owns the Trademarks listed on Schedule 1 annexed hereto;

WHEREAS, pursuant to the terms of the Second Amended and Restated Loan Agreement and Amended and Restated Security Agreement, dated as of August 1, 2014 (as amended, restated, amended and restated, supplemented or modified from time to time, the "Loan and Security Agreement"), between The Sun Valley Group, Inc. and SummitBridge National Investments II LLC (in such capacity, together with its successors in such capacity pursuant to the terms of such Loan and Security Agreement, "Grantee"), Grantor has granted to Grantee a continuing security interest in or other lien on substantially all the assets of Grantor, including all right, title and interest of Grantor in, to and under the Trademark Collateral (as defined below), whether now owned or existing or hereafter acquired or arising, to secure the Obligations (as defined in the Loan and Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee, to secure the Indebtedness, a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter arising or acquired:

(i) each trademark owned by Grantor, including, without limitation, each trademark registration and application (other than intent-to-use applications) referred to in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each such trademark;

(ii) each trademark license to which Grantor is a party and all of the goodwill of the business connected with the use of, or symbolized by, each such trademark licensed pursuant thereto; and

(iii) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by Grantor against third parties for (i) past, present or future unfair competition with, violation of intellectual property rights in connection with, injury to, or infringement or dilution of any trademark owned by Grantor, including, without limitation, any trademark referred to in Schedule 1 hereto, or licensed by Grantor under any trademark license, or (ii) injury to the goodwill associated with any of the foregoing.

Grantor hereby irrevocably constitutes and appoints Grantee and any officer or agent of Grantee, with full power of substitution, as its true and lawful attorney-in-fact with full power and authority in the name of Grantor, from time to time, in Grantee's discretion, so long as any Event of Default (as defined in the Loan and Security Agreement) shall have occurred and be continuing, to take with respect to the Trademark Collateral any and all appropriate action which

Grantor might take with respect to the Trademark Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms of this Trademark Security Agreement and to accomplish the purposes hereof.

Except to the extent permitted in the Loan and Security Agreement, Grantor agrees not to sell, license, exchange, assign or otherwise transfer or dispose of, grant any rights with respect to or mortgage or otherwise encumber any of the Trademark Collateral.

The foregoing security interest is granted in conjunction with the security interests granted to the Grantee pursuant to the Loan and Security Agreement. Grantor does hereby further acknowledge and affirm that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[signature page follows]

TRADEMARK
REEL: 005335 FRAME: 0980

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the 31 day of July, 2014.

THE SUN VALLEY GROUP, INC.

By: _____

Name: Lane Pervier

Title: CEO

[Signature Page to Trademark Security Agreement (SVGI - Term Loan Agreement)]

ACKNOWLEDGED:

SUMMITBRIDGE NATIONAL INVESTMENTS II LLC

By: _____

Name: CONSTANTINE M. DAKOLIAS
Title: PRESIDENT

[Signature Page to Trademark Security Agreement (SVGI - Term Loan Agreement)]

SCHEDULE 1
to
Trademark Security Agreement

UNITED STATES TRADEMARKS:

Applications:

Owner	**Mark**	**File Date**	**App. No.**
The Sun Valley Group, Inc.	STARGAZER BARN	3/3/2014	86/209,415