

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM321828

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Titin Athletics, LLC		10/29/2014	LIMITED LIABILITY COMPANY: NEW YORK

## RECEIVING PARTY DATA

<b>Name:</b>	Bruce Weisfeld
<b>Street Address:</b>	21 Overlook Road
<b>City:</b>	Scarsdale
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10583-3011
<b>Entity Type:</b>	INDIVIDUAL: UNITED STATES
<b>Name:</b>	Norman Weisfeld
<b>Street Address:</b>	21 Overlook Road
<b>City:</b>	Scarsdale
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10583-3011
<b>Entity Type:</b>	INDIVIDUAL: UNITED STATES

## PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
<b>Registration Number:</b>	4092310	TITIN
<b>Registration Number:</b>	4092311	
<b>Serial Number:</b>	86408935	TITIN
<b>Serial Number:</b>	86408942	

## CORRESPONDENCE DATA

Fax Number: 2129830772

*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: 212-986-1200

Email: wcox@gordonherlands.com

Correspondent Name: William H. Cox

Address Line 1: 355 Lexington Avenue

Address Line 2: c/o Gordon, Herlands, Randolph - 10th Fl

Address Line 4: New York, NEW YORK 10017

TRADEMARK

<b>ATTORNEY DOCKET NUMBER:</b>	3051.56
<b>NAME OF SUBMITTER:</b>	William H. Cox
<b>SIGNATURE:</b>	/William H. Cox/
<b>DATE SIGNED:</b>	10/31/2014

**Total Attachments: 11**

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## PATENT AND TRADEMARK SECURITY AGREEMENT

This PATENT AND TRADEMARK SECURITY AGREEMENT ("Agreement"), dated as of October 29, 2014, is entered into between TITIN ATHLETICS, LLC, a New York limited liability company, ("Borrower"), and Bruce Weisfeld and Norman Weisfeld (collectively " Lender") at 21 Overlook Road, Scarsdale, New York 10583-3011

### RECITALS

A. Borrower, pursuant to a Secured Promissory Note of even date herewith (the "Note"), has agreed to repay certain loans, including interest and other amounts due thereon, made by Lender to Borrower; and

B. Borrower is the owner of certain intellectual property, identified below, in which Borrower is granting a security interest to Lender pursuant to this Agreement.

NOW THEREFORE, in consideration of the mutual promises, covenants, conditions, representations, and warranties hereinafter set forth and for other good and valuable consideration, the parties hereto mutually agree as follows:

#### 1. DEFINITIONS.

The following terms, as used in this Agreement, have the following meanings:

**"Code"** means the New York Uniform Commercial Code, as amended and supplemented from time to time, and any successor statute.

**"Collateral"** means:

(i) the trademarks (i) "TITIN" and (ii) the other trademarks and trademark applications listed on Exhibit A attached hereto and made a part hereof (collectively, the "Trademarks"), as the same may be updated hereafter from time to time by Borrower, and all trademark rights with respect thereto throughout the world, including all proceeds thereof (including license royalties and proceeds of infringement suits), and rights to renew and extend such Trademarks and trademark rights;

(ii) all of Borrower's right, title and interest to register trademark claims under any state or federal trademark law or regulation of any foreign country and to apply for, renew, and extend the trademark registrations and trademark rights, the right (without obligation) to sue or bring opposition or cancellation proceedings in the name of Borrower or in the name of Lender for past, present, and future infringements of the Trademark, Trademark registrations, or trademark rights and all rights (but not obligations) corresponding thereto in the United States and any foreign country;

(iii) the entire goodwill of or associated with the Trademarks or businesses now or hereafter conducted by Borrower connected with and symbolized by any of the aforementioned properties and assets; and

(iv) the patents and patent applications listed on Exhibit A.

**"Obligations"** means all obligations, liabilities, and indebtedness of Borrower to Lender pursuant to the Note.

Other capitalized terms used herein but not defined herein have the meaning given to such terms in the Note.

## 2. GRANT OF SECURITY INTEREST.

To secure the complete and timely payment and performance of all Obligations, and without limiting any other security interest Borrower has granted to Lender, Borrower hereby grants, assigns, and conveys to Lender a security interest in Borrower's entire right, title, and interest in and to the Collateral.

## 3. REPRESENTATIONS, WARRANTIES AND COVENANTS.

Borrower hereby represents, warrants, and covenants that:

3.1 **Collateral.** A true and complete schedule setting forth all U.S. and foreign patent and trademark registrations and applications for the Collateral owned or controlled by Borrower, together with information in respect of the filing or issuance thereof is set forth on Exhibit A.

3.2 **Validity; Enforceability.** The Collateral is valid and enforceable, and Borrower is not presently aware of any past, present, or prospective claim by any third party that the Collateral is invalid or unenforceable, or that the use of the Collateral violates the rights of any third person, or of any basis for any such claims.

3.3 **Title.** Borrower is the sole and exclusive owner of the entire and unencumbered right, title, and interest in and to the Collateral free and clear of any liens, charges, and encumbrances, including pledges, assignments, licenses, shop rights, and covenants by Borrower not to sue third persons.

3.4 **Notice.** Borrower has used reasonable efforts and will continue to use reasonable efforts to employ proper statutory notice in connection with its use of the Collateral.

3.5 **Quality.** Borrower has used and will continue to use consistent standards of quality (which may be consistent with Borrower's past practices) in the manufacture, sale, and delivery of products and services sold or delivered under or in connection with the Collateral, including, to the extent applicable, in the operation and maintenance of its merchandising operations, and will continue to maintain the validity of the issued patents listed on Exhibit A.

**3.6 Perfection or Security Interest.** Except for the filing of financing statements and filings with the United States Patent and Trademark Office and any applicable state or local recording office and with those compatible offices in other countries or jurisdictions necessary to perfect the security interests created hereunder, no authorization, approval, or other action by, and no notice to or filing with, any governmental authority or regulatory body is required either for the grant by Borrower of the security interest hereunder or for the execution, delivery, or performance of this Agreement by Borrower or for the perfection of or the exercise by Lender of its rights hereunder to the Collateral in the United States and any other countries or jurisdictions and Lender is receiving a perfected first-priority security interest in the Collateral.

#### **4. LITIGATION AND PROCEEDINGS.**

Borrower shall use commercially reasonable efforts to commence and diligently prosecute in its own name, as the real party in interest, for its own benefit, and its own expense, such suits, administrative proceedings, or other action for infringement or other damages as are in Borrower's reasonable business judgment necessary to protect the Collateral. Borrower shall provide to Lender any non-privileged information with respect thereto reasonably requested by Lender. Lender shall provide at Borrower's expense all necessary cooperation in connection with any such suits, proceedings, or action, including, without limitation, joining as a necessary party. Following Borrower's becoming aware thereof, Borrower shall notify Lender of the institution of, or any adverse determination in, any proceeding in the United States Patent and Trademark Office, or any United States, state, or foreign court or office with jurisdiction over trademarks and patents regarding Borrower's claim of ownership in the Collateral, its right to apply for the same, or its right to keep and maintain such trademark and/or patent rights.

#### **5. POWER OF ATTORNEY.**

Borrower hereby appoints Lender as Borrower's true and lawful attorney, with full power of substitution, to do any or all of the following, in the name, place and stead of Borrower: (a) file this Agreement (or an abstract hereof) or any other document describing Lender's interest in the Collateral with the United States Patent and Trademark Office and with those compatible offices in other countries or jurisdictions and to file a Form UCC-1 or other documents reflecting Lender's interest in the Collateral with any applicable state or local recording office; (b) execute any modification to Exhibit A to this Agreement to reflect any new applications or registrations; and (c) following a default in any of Borrower's Obligations: (i) endorse Borrower's name on all applications, documents, papers and instruments necessary for Lender to use or maintain the Collateral; (ii) ask, demand, collect, sue for, recover, impound, receive, and give acquittance and receipts for money due or to become due under or in respect of any of the Collateral; (iii) file any claims or take any action or institute any proceedings that Lender may deem necessary or desirable for the collection of any of the Collateral or otherwise enforce Lender's rights with respect to

any of the Collateral, and (iv) assign, pledge, convey, or otherwise transfer title in or dispose of the Collateral to any person.

## 6. SPECIFIC REMEDIES.

Upon the occurrence and during the continuance of an Event of Default, Lender shall have, in addition to, other rights given by law or in this Agreement, all of the rights and remedies with respect to the Collateral of a Lender under the Code, including the following:

6.1 **Notification.** Lender may notify licensees to make royalty payments on license agreements directly to Lender;

6.2 **Sale.** Lender may sell or assign the Collateral and associated goodwill at public or private sale for such amounts and at such time or times as Lender deems advisable. Any requirement of reasonable notice of any disposition of the Collateral shall be satisfied if such notice is sent to Borrower ten (10) days prior to such disposition. Borrower shall be credited with the net proceeds of such sale only when they are actually received by Lender, and Borrower shall continue to be liable for any deficiency remaining after the Collateral is sold or collected. If the sale is to be a public sale, Lender shall also give notice of the time and place by publishing a notice one time at least ten (10) days before the date of the sale in a newspaper of general circulation in the county in which the sale is to be held. To the maximum extent permitted by applicable law, Lender may be the purchaser of any or all of the Collateral and associated goodwill at any public sale and shall be entitled, for the purpose of bidding and making settlement or payment of the purchase price for all or any portion of the Collateral sold at any public sale, to use and apply all or any part of the Obligations as a credit on account of the purchase price of any collateral payable by Lender at such sale.

## 7. GENERAL PROVISIONS.

7.1 **Effectiveness.** This Agreement shall be binding and deemed effective when executed by Borrower and Lender.

7.2 **Notices.** All notices, demands or requests ("Notices") which are required or permitted to be given pursuant to this Agreement shall be in writing. Notices shall be delivered personally, by nationally recognized overnight courier such as Federal Express, with all fees prepaid, or by registered or certified mail, return receipt requested, postage prepaid, addressed to a party at its address first set forth above. Any party to this Agreement may change their address for notices by notice given pursuant to this section.

7.3 **No Waiver.** No course of dealing between Borrower and Lender, nor any failure to exercise nor any delay in exercising, on the part of Lender, any right, power, or privilege under this Agreement or under the Note any other agreement, shall

operate as a waiver. No single or partial exercise of any right, power, or privilege under this Agreement or under the Note or any other agreement by Lender shall preclude any other or further exercise of such right, power, or privilege or the exercise of any other right, power, or privilege by Lender.

**7.4 Rights Are Cumulative.** All of Lender's rights and remedies with respect to the Collateral whether established by this Agreement, the Note, or any other documents or agreements, or by law shall be cumulative and may be exercised concurrently or in any order.

**7.5 Successors.** The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties; provided that Borrower may not transfer any of the Collateral or any rights hereunder, without the prior written consent of Lender, except as specifically permitted hereby. Nothing in this Section 7.5 shall limit Borrower's ability to issue or sell licenses in the Collateral or any portion thereof.

**7.6 Severability.** The provisions of this Agreement are severable. If any provision of this Agreement is held invalid or unenforceable in whole or in part in any jurisdiction, then such invalidity, or unenforceability shall affect only such provision, or part thereof, in such jurisdiction, and shall not in any manner affect such provision or part thereof in any other jurisdiction, or any other provision of this Agreement in any jurisdiction.

**7.7 Entire Agreement.** This Agreement is subject to modification only by a writing signed by the parties, except as provided in Section 4 of this Agreement. To the extent that any provision of this Agreement conflicts with any provision of the Note, the provision giving Lender greater rights or remedies shall govern, it being understood that the purpose of this Agreement is to add to, and not detract from, the rights granted to Lender under the Note. This Agreement, the Note, and the documents relating thereto comprise the entire agreement of the parties with respect to the matters addressed in this Agreement.

**7.8 Fees and Expenses.** Borrower shall pay to Lender on demand all reasonable and documented costs and expenses that the Lender pays or incurs in connection with the enforcement of this Agreement, including: (a) reasonable attorneys' and paralegals' fees and disbursements of counsel to Lender; (b) costs and expenses (including reasonable attorneys' and paralegals' fees and disbursements) for any amendment, supplement, waiver, consent, or subsequent closing in connection with this Agreement and the transactions contemplated hereby; (c) costs and expenses of lien and title searches; (d) taxes, fees, and other charges for filing this Agreement at the United States Patent and Trademark Office, or for filing financing statements, and continuations, and other actions to perfect, protect, and continue the security interest created hereunder; (e) sums paid or incurred to pay any amount or take any action required of Borrower under this Agreement that Borrower fails to pay or take; (f) costs and expenses of preserving and protecting the Collateral; and (g) costs and expenses (including reasonable attorneys' and paralegals' fees and disbursements) paid or incurred to enforce the security interest created hereunder, sell or otherwise realize

upon the Collateral, and otherwise enforce the provisions of this Agreement, or to defend any claims made or threatened against the Lender arising out of the transactions contemplated hereby (including preparations for the consultations concerning any such matters). The foregoing shall not be construed to limit any other provisions of this Agreement or the Note regarding costs and expenses to be paid by Borrower. The parties agree that reasonable attorneys' and paralegals' fees and costs incurred in enforcing any judgment are recoverable as a separate item in addition to fees and costs incurred in obtaining the judgment and that the recovery of such attorneys' and paralegals' fees and costs is intended to survive any judgment, and is not to be deemed merged into any judgment.

**7.9 Release.** At such time as Borrower shall completely satisfy all of the Obligations and the Note shall be terminated, Lender shall execute and deliver to Borrower all assignments and other instruments as may be reasonably necessary or proper or as Borrower shall reasonably request to terminate Lender's security interest in the Collateral, subject to any disposition of the Collateral which may have been made by Lender pursuant to this Agreement. For the purpose of this Agreement, the Obligations shall be deemed to continue if Borrower enters into any bankruptcy or similar proceeding at a time when any amount paid to Lender could be ordered to be repaid as a preference or pursuant to a similar theory, and shall continue until it is finally determined that no such repayment can be ordered.

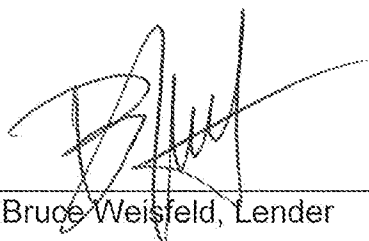
**7.10 Governing Law.** The validity and interpretation of this Agreement and the rights and obligations of the parties shall be governed by the Laws of the State of New York, excluding its conflict of law rules to the extent such rules would apply the law of another jurisdiction, and the United States. The parties agree that all actions or proceedings arising in connection with this Agreement shall be tried and litigated only in the state and federal courts located in the County of New York, State of New York or, at the sole option of Lender, in any other court in which Lender shall initiate legal or equitable proceedings and which has subject matter jurisdiction over the matter in controversy, each of Borrower and Lender waives, to the extent permitted under applicable law, any right they may have to assert the doctrine of forum non conveniens or to object to venue to the extent any proceeding is brought in accordance with this Section.

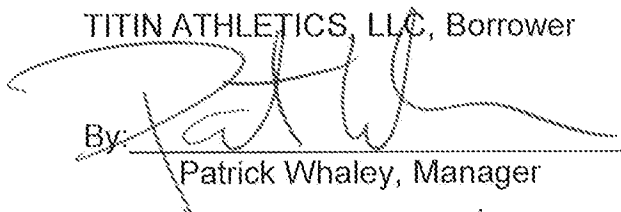
**7.11 Waiver or Right to Jury Trial.** **LENDER AND BORROWER EACH HEREBY WAIVE THE RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED UPON, ARISING OUT OF, OR IN ANY WAY RELATING TO: (I) THIS AGREEMENT OR (II) ANY OTHER PRESENT OR FUTURE INSTRUMENT OR AGREEMENT BETWEEN LENDER AND BORROWER; OR (III) ANY CONDUCT, ACTS OR OMISSIONS OF LENDER OR BORROWER OR ANY OF THEIR DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, ATTORNEYS OR ANY OTHER PERSONS AFFILIATED WITH LENDER OR BORROWER; IN EACH OF THE FOREGOING CASES, WHETHER SOUNDING IN CONTRACT OR TORT OR OTHERWISE.**

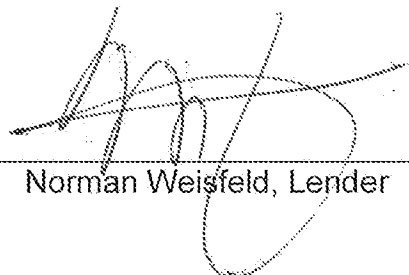


[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. NEXT PAGE IS THE EXECUTION PAGE.]

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first written above.

By:   
Bruce Weisfeld, Lender

TITIN ATHLETICS, LLC, Borrower  
By:   
Patrick Whaley, Manager

By:   
Norman Weisfeld, Lender

By:   
Bruce Weisfeld, Manager

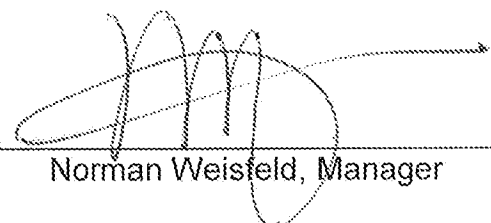
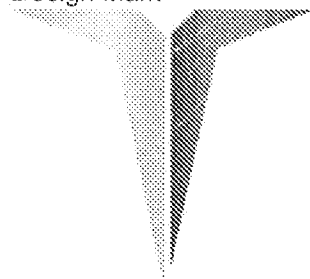
By:   
Norman Weisfeld, Manager

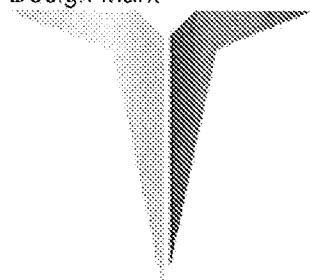
EXHIBIT A

PATENT AND TRADEMARK APPLICATIONS AND REGISTRATIONS

Trademark	Jurisdiction	Regi./App. No.	Status
TITIN	U.S.	4092310	Registered
Design Mark	U.S.	4092311	Registered



TITIN	U.S.	86/408935	Pending
Design Mark	U.S.	86/408942	Pending

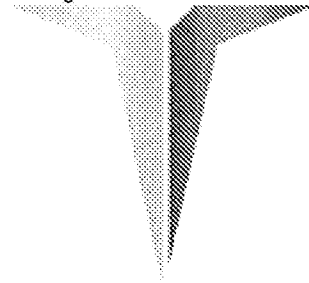


TITIN	Australia	1636917	Pending
Design Mark	Australia	1636912	Pending



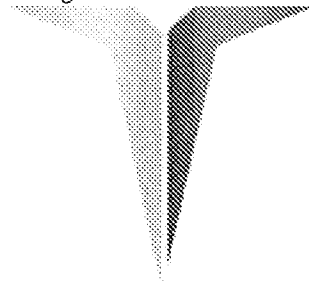
TITIN Canada 1.572.188 Registered

Design Mark Canada 1.572.189 Registered



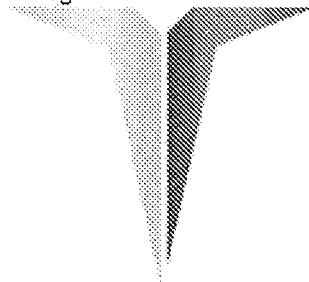
TITIN EU CTM 010769438 Registered

Design Mark EU CTM 010769537 Registered



TITIN Japan 2014-068079 Pending

Design Mark Japan 2014-068080 Pending



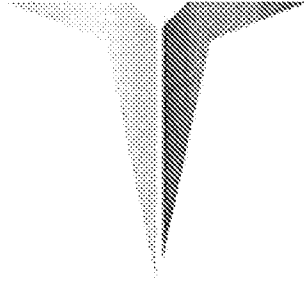
TITIN

South Africa

2014/19009

Pending

Design Mark



South Africa

2014/19010

Pending

**PATENTS AND PATENT APPLICATIONS**

TITLE	COUNTRY	PATENT NO.	SERIAL NO.	FILING DATE	REG. DATE
Weighted Exercise Clothing	U.S.A.	8,156,572	12/323,882	11/26/2008	4/17/2012
Drag Inducing Swimwear	U.S.A.	8,375,465	12/508,237	7/23/2009	2/19/2013
Shirt	U.S.A.	D683,934	29/415,112	3/7/2012	6/11/2013
Pants	U.S.A.	D703,919	29/418,412	4/16/2012	5/6/2014
	U.S.A.		13/170,008	6/27/2011	
	U.S.A.		13/768,045	2/15/2013	
	U.S.A.		13/940,306	7/12/2013	
	U.S.A.		61/358,563	6/25/2010	
	U.S.A.		13/940294	7/12/2013	
	EU		14176723.6	7/11/2014	
	UAE		D390/2014	7/22/2014	
	UAE		D391/2014	7/22/2014	

**EU REGISTERED COMMUNITY DESIGNS**

TITLE	COUNTRY	DESIGN NO.	FILING DATE	REG. DATE
Sports Clothing	EU	002023838-0001	4/11/12	4/11/12
Sports Clothing	EU	002023838-0002	4/11/12	4/11/12
Sports Clothing	EU	002023838-0003	4/11/12	4/11/12
Sports Clothing	EU	002023838-0004	4/11/14	4/11/12
Sports Clothing	EU	002156232-0001	12/19/12	12/19/12