

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM321901

| | |
|------------------------------|-------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | SECURITY INTEREST |
| SEQUENCE: | 2 |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|---------------|----------|----------------|-----------------------|
| Massaro, Inc. | | 10/31/2014 | CORPORATION: DELAWARE |

RECEIVING PARTY DATA

| | |
|------------------------|---------------------------------------|
| Name: | Bensussen Deutsch & Associates, LLC |
| Street Address: | 15525 Woodinville-Redmond Road NE |
| City: | Woodinville |
| State/Country: | WASHINGTON |
| Postal Code: | 98072 |
| Entity Type: | LIMITED LIABILITY COMPANY: WASHINGTON |

PROPERTY NUMBERS Total: 23

| Property Type | Number | Word Mark |
|----------------------|----------|------------------------------------|
| Serial Number: | 85361977 | BULLET BUDS |
| Serial Number: | 85361970 | BILLETS |
| Serial Number: | 85361961 | SILICONEHOLLOWPOINTS |
| Registration Number: | 4177266 | BASSENHANCINGCHAMBER |
| Registration Number: | 4411371 | MUNITIO |
| Registration Number: | 3871485 | |
| Serial Number: | 85308921 | TEC9MM |
| Serial Number: | 85437005 | O |
| Serial Number: | 85436918 | MUNITIO |
| Serial Number: | 85437019 | MUNITIO |
| Serial Number: | 85436974 | REDISCOVER YOUR MUSIC. |
| Serial Number: | 85436942 | ICONIC DESIGN. ICONIC SOUND. |
| Serial Number: | 85436955 | [M]IC CONTROL |
| Registration Number: | 4392897 | [M] |
| Serial Number: | 85436969 | ROCKIN MY NINES |
| Serial Number: | 85436906 | POWERFUL SOUND FOR A POWERFUL SOUL |
| Serial Number: | 85439192 | SILICONE HOLLOW POINTS |
| Serial Number: | 85439197 | BASS ENHANCING CHAMBER |
| Serial Number: | 85582705 | SILICONE HOLLOW POINTS |

TRADEMARK

| Property Type | Number | Word Mark |
|----------------|----------|-----------|
| Serial Number: | 85631739 | SV |
| Serial Number: | 85631734 | PRO40 |
| Serial Number: | 85743074 | CODA AXIS |
| Serial Number: | 85846678 | NINES |

CORRESPONDENCE DATA

Fax Number: 2066826031
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: 206-622-4900
Email: JeffG@SeedIP.com
Correspondent Name: Kevin S. Costanza
Address Line 1: 701 Fifth Avenue
Address Line 2: Suite 5400
Address Line 4: Seattle, WASHINGTON 98104

| | |
|--------------------------------|---------------------|
| ATTORNEY DOCKET NUMBER: | 131104.001 |
| NAME OF SUBMITTER: | Kevin S. Costanza |
| SIGNATURE: | /Kevin S. Costanza/ |
| DATE SIGNED: | 10/31/2014 |

Total Attachments: 8
source=Trademark_Security_Agreement#page1.tif
source=Trademark_Security_Agreement#page2.tif
source=Trademark_Security_Agreement#page3.tif
source=Trademark_Security_Agreement#page4.tif
source=Trademark_Security_Agreement#page5.tif
source=Trademark_Security_Agreement#page6.tif
source=Trademark_Security_Agreement#page7.tif
source=Trademark_Security_Agreement#page8.tif

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, made, entered into and effective as of the 31st day of October, 2014, by Massaro, Inc., a Delaware corporation with an address of 302 Washington Street, Suite 151, San Diego, CA 92103 ("Grantor"), in favor of Bensussen Deutsch & Associates, LLC, a Washington limited liability company with an address of 15525 Woodinville-Redmond Road NE, Woodinville, Washington, 98072 U.S.A. ("Lender").

WITNESSETH:

WHEREAS, pursuant to Asset Purchase Agreement of even date herewith (the "APA") between Grantor (as "Acquiror") and Lender (as "Seller"), Lender has agreed to extend certain credit accommodations to Grantor upon the terms and subject to the conditions set forth therein;

WHEREAS, pursuant to the APA Grantor is party to a Security Agreement of even date herewith in favor of the Lender (the "Security Agreement") pursuant to which Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lender to enter into the APA and consummate the transactions contemplated thereby Grantor hereby agrees with the Lender as follows:

Defined Terms

Unless otherwise defined herein, terms defined in the APA or in the Security Agreement and used herein have the meanings given to them in the APA or the Security Agreement as the case may be.

Grant of Security Interests in Trademark Collateral

Grantor, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations, hereby mortgages, pledges and hypothecates to Lender, and grants to Lender a lien on and security interest in, all of its right, title and interest in, to and under the following Collateral (the "Trademark Collateral"):

The Trademarks and Trademark Licenses listed on *Schedule I* hereto;

all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

all Proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present, or future (i) infringement or dilution of any such Trademark or Trademark licensed under any such Trademark License or (ii) injury to the goodwill associated with any such Trademark or any Trademark licensed under any such Trademark License.

Security Agreement

The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Lender pursuant to the Security Agreement and Grantor hereby acknowledges and affirms that the rights and remedies of Lender with respect to the security interests in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Remedies Upon Default

Anything herein contained to the contrary notwithstanding, if and while an Event of Default exists and is continuing under the Security Agreement, Grantor hereby covenants and agrees that Lender, as the holder of a security interest under the Uniform Commercial Code, may take such action permitted under the Security Agreement or permitted by law, in its exclusive discretion, to foreclose upon the Trademarks covered hereby.

For such purposes, and in the event of an Event of Default under the Security Agreement and which such Event of Default exists and is continuing, Grantor hereby authorizes and empowers Lender to make, constitute and appoint any officer or agent of Lender as Lender may select, in its exclusive discretion, as Grantor's true and lawful attorney-in-fact, with the power to endorse Grantor's name on all applications, documents, papers and instruments necessary for Lender to use the Trademarks or to grant or issue any exclusive or non-exclusive license under the Trademarks to anyone else, or necessary for Lender to assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone else. Grantor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof, except for the gross negligence willful misconduct or bad faith of such attorney. This power of attorney shall be irrevocable for the life of this Trademark Security Agreement and the Security Documents, and until all the Obligations are satisfied in full.

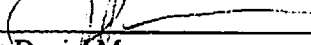
Grantor expressly acknowledges that this Trademark Security Agreement shall be recorded with the Patent and Trademark Office in Washington, D.C. Contemporaneously herewith, or at any time hereafter, Grantor shall also execute and deliver to Lender such other and further documents as Lender shall reasonably request to implement the terms of this Trademark Security Agreement and to consummate the transactions contemplated hereby.

[SIGNATURE PAGES FOLLOW]

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

Very truly yours,

MASSARO, INC. ("Grantor")

By: 
Name: Daniel Massaro
Title: Chief Executive Officer

ACCEPTED AND AGREED
as of the date first above written:

BENSUSSEN DEUTSCH & ASSOCIATES, LLC ("Lender")

By: _____
Name: _____
Title: _____

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


Very truly yours,

MASSARO, INC. ("Grantor")

By: _____
Name: _____
Title: _____


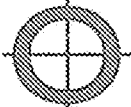



ACCEPTED AND AGREED
as of the date first above written:

BENSUSSEN DEUTSCH & ASSOCIATES, LLC ("Lender")

By: 
Name: Eric Bensussen
Title: President

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT
United States Trademark Registrations









U.S. Trademark Applications and Registrations





| Mark | Serial No. | Registration No. | Registration Date |
|---|------------|------------------|-------------------|
| BULLET BUDS | 85/361977 | | |
| BILLETS | 85/361970 | | |
| SILICONEHOLLOWPOINTS | 85/361961 | | |
| BASEENHANCINGCHAMBER | 85361956 | 4177266 | July 17, 2012 |
| MUNITIO | 85055435 | 4411371 | October 1, 2013 |
|  | 3871485 | | |
| TEC9MM | 85/308921 | | |
|  | 85/437005 | | |
| MUNITIO | 85/436918 | | |
| MUNITIO | 85/437019 | | |
| REDISCOVER YOUR MUSIC. | 85/436974 | | |
| ICONIC DESIGN. ICONIC SOUND. | 85/436942 | | |
| [M]IC CONTROL | 85/436955 | | |
| [M] | 85436996 | 4392897 | August 27, 2013 |
| ROCKIN MY NINES | 85/436969 | | |
| POWERFUL SOUND FOR A POWERFUL SOUL | 85/436906 | | |
|  | 85/439192 | | |
|  | 85439197 | 4366148 | July 9, 2013 |
|  | 85/582705 | | |
| SV | 85/631739 | | |

| Mark | Serial No. | Registration No. | Registration Date |
|-----------|------------|------------------|-------------------|
| PRO40 | 85/631734 | | |
| CODA AXIS | 85/743074 | | |
| NINES | 85/846678 | | |

Foreign Trademark Applications/Registrations

| Country | Mark | Appn/Reg No. |
|---|---------------|--------------|
| European Community | MUNITIO | 1055448 |
| Japan | MUNITIO | 1055448 |
| Int'l Registration - Madrid Protocol Only | MUNITIO | 1055448 |
| Australia | MUNITIO | 1129843 |
| China (People's Republic) | MUNITIO | 105548 |
| European Community | MUNITIO | 1129843 |
| Japan | MUNITIO | 1129843 |
| Int'l Registration - Madrid Protocol Only | MUNITIO | 1129843 |
| Australia | MUNITIO ⊕ | 1137957 |
| China (People's Republic) | MUNITIO ⊕ | 1137957 |
| European Community | MUNITIO ⊕ | 1137957 |
| Japan | MUNITIO ⊕ | 1137957 |
| Int'l Registration - Madrid Protocol Only | MUNITIO ⊕ | 1137957 |
| Australia | [M]IC CONTROL | 1126107 |
| China (People's Republic) | [M]IC CONTROL | 1126107 |
| European Community | [M]IC CONTROL | 1126107 |
| Japan | [M]IC CONTROL | 1126107 |

| Country | Mark | Appn/Reg No. |
|---|---|--------------|
| Int'l Registration - Madrid Protocol Only | [M]IC CONTROL | 1126107 |
| Australia |  | 1504560 |
| China (People's Republic) |  | 1121448 |
| Japan |  | 1121448 |
| Int'l Registration - Madrid Protocol Only |  | 1121448 |
| Australia |  | 1129837 |
| China (People's Republic) |  | 1129837 |
| European Community |  | 1129837 |
| Int'l Registration - Madrid Protocol Only |  | 1129837 |
| Panama | MUNITIO | 210567 |
| Panama | MUNITIO | 210569 |
| Panama | MUNITIO | 210571 |
| Canada | MUNITIO | 1571159 |
| Mexico | MUNITIO | 1362071 |
| Mexico | MUNITIO | 1348231 |
| Mexico | MUNITIO | 1306188 |
| Panama | MUNITIO ⊕ | 210572 |
| Panama | MUNITIO ⊕ | 210575 |
| Panama | MUNITIO ⊕ | 210576 |
| Canada | MUNITIO ⊕ | 1571154 |

| Country | Mark | Appn/Reg No. |
|---------|---|--------------|
| Mexico | MUNITIO ⊕ | 1361251 |
| Mexico | MUNITIO ⊕ | 1342107 |
| Mexico | MUNITIO ⊕ | 1307382 |
| Panama | [M]IC CONTROL | 210578 |
| Canada | [M]IC CONTROL | 1571151 |
| Mexico | [M]IC CONTROL | 1356740 |
| Panama |  | 210580 |
| Canada |  | 1571153 |
| Mexico |  | 1262911 |
| Canada |  | 1571934 |
| Mexico |  | 1373194 |
| Panama |  | 210842 |