

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM326784

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Fox Head, Inc.		12/19/2014	CORPORATION: CALIFORNIA
Fox Holdco, Inc.		12/19/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Newstar Financial Inc.		
Street Address:	500 Boylston St., STE 1200		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02116		
Entity Type:	INC. ASSOCIATION: MASSACHUSETTS		
PROPERTY NUMBERS Total: 46			
Property Type	Number	Word Mark	
Registration Number:	3309276	S	
Registration Number:	3309278	S	
Registration Number:	3021302	SHIFTMX	
Registration Number:	4639332	SHIFT S	
Registration Number:	3143175	FOX	
Registration Number:	3160138	FOX	
Registration Number:	1318236	FOX	
Registration Number:	3676787	FOX FOOTWEAR	
Registration Number:	2232648	FOX	
Registration Number:	2189804	FOX	
Registration Number:	2192660	FOX	
Registration Number:	2181243	FOX	
Registration Number:	3736401	FOX	
Registration Number:	3309293	FOX	
Registration Number:	3309294	FOX	
Registration Number:	3309295	FOX	
Registration Number:	3309296	FOX	
Registration Number:	3367072	FOX DELUXE	
Registration Number:	3715564	FOX DENIM	
TRADEMARK			

OP \$1165.00 3309276

Property Type	Number	Word Mark
Registration Number:	4431094	FOX HEAD
Registration Number:	3276323	FOX RACING
Registration Number:	3276324	FOX RACING
Registration Number:	4435246	FOX RACING
Registration Number:	2781483	FOXGIRL
Registration Number:	3703862	FOXGIRL
Registration Number:	2188305	
Registration Number:	2234764	
Registration Number:	2194132	
Registration Number:	2192661	
Registration Number:	1568070	
Registration Number:	3117578	
Registration Number:	3151681	
Registration Number:	315835	
Registration Number:	3994645	FOXTECH
Registration Number:	4091615	MOTO-X FOX
Registration Number:	2419625	PILOT
Registration Number:	2711103	SHIFT
Registration Number:	2847631	SHIFT
Registration Number:	2747575	SHIFT
Registration Number:	2747574	SHIFT
Registration Number:	2298810	
Registration Number:	2362788	
Registration Number:	2296775	
Registration Number:	3320801	S
Registration Number:	3320803	S
Serial Number:	86241845	PREPARE PERFORM LIVE

CORRESPONDENCE DATA

Fax Number:

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.

Email: ssexton@kslaw.com

Correspondent Name: King & Spalding

Address Line 1: 1180 Peachtree Street NE

Address Line 4: Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER:	18876.015045
NAME OF SUBMITTER:	Sally Sexton
SIGNATURE:	/sallysexton/
DATE SIGNED:	12/19/2014

TRADEMARK

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 19th day of December, 2014, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and **NEWSTAR FINANCIAL INC.** ("NewStar"), in its capacity as agent for each member of the Lender Group and each member of the Hybrid Lender Group (in such capacity, together with its successors and assigns in such capacity, "Agent").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement dated as of December 19, 2014 (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement") by and among FOX HOLDCO, INC., a Delaware corporation, as parent ("Parent"), FOX HEAD, INC., a California corporation ("Fox Head"; and together with each other Person that becomes a "Borrower" thereunder after the date thereof in accordance with the terms thereof, are referred to hereinafter each individually as a "Borrower", and individually and collectively, jointly and severally, as "Borrowers"), the lenders identified on the signature pages thereof (each of such lenders, together with its successors and permitted assigns, is referred to hereinafter as a "Lender", as that term is further defined therein), and Agent, the Lender Group has agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof;

WHEREAS, pursuant to that certain Credit Agreement dated as of December 19, 2014 (as amended, restated, supplemented, or otherwise modified from time to time, the "Hybrid Credit Agreement") by and among HYBRID HOLDINGS, INC., a Delaware corporation, as parent ("Hybrid Parent"), HYBRID JEM, LLC, a California limited liability company ("Hybrid JEM"), HYBRID PROMOTIONS, LLC, a California limited liability company ("Hybrid"; and together with Hybrid JEM and each other Person that becomes a "Borrower" thereunder after the date thereof in accordance with the terms thereof, are referred to hereinafter each individually as a "Hybrid Borrower", and individually and collectively, jointly and severally, as "Hybrid Borrowers"), the lenders identified on the signature pages thereof (each of such lenders, together with its successors and permitted assigns, is referred to hereinafter as a "Hybrid Lender"), and NewStar as Agent (as defined therein), the Hybrid Lender Group has agreed to make certain financial accommodations available to Hybrid Borrowers from time to time pursuant to the terms and conditions thereof;

WHEREAS, the members of the Lender Group are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement and the other Loan Documents, and the members of the Hybrid Lender Group are willing to make the financial accommodations to Hybrid Borrowers as provided for in the Hybrid Credit Agreement and the other Hybrid Loan Documents, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of the Lender Group and the Hybrid Lender Group, that certain Guaranty and Security Agreement, dated as of December 19, 2014 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Guaranty and Security Agreement"); and

WHEREAS, pursuant to the Guaranty and Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of the Lender Group and the Hybrid Lender Group, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement or, if not defined therein, in the Credit Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit each member of the Lender Group and each member of the Hybrid Lender Group, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the “Security Interest”) in all of such Grantor’s right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the “Trademark Collateral”):

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Agent, the other members of the Lender Group, the other members of the Hybrid Lender Group or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Hybrid Lender Group, pursuant to the Guaranty and Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors’ obligations under this Section, Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect,

invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

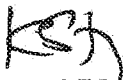
CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 25 OF THE GUARANTY AND SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

FOX HEAD, INC.,
a California corporation

By: 
Name: Keoni Schwartz
Title: President

AGENT:

ACCEPTED AND ACKNOWLEDGED BY:

NEWSTAR FINANCIAL INC.

By: Brian Forde

Name: Brian Forde

Title: Duly Authorized Signatory

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Grantor	Country	Mark	Registration No.
Fox Head, Inc.	USA	FHeadX (line)	3143175
Fox Head, Inc.	USA	FHeadX (line)	3160138
Fox Head, Inc.	USA	FHeadX (old design)	1318236
Fox Head, Inc.	USA	FHeadX Footwear	3676787
Fox Head, Inc.	USA	FHeadX (bold)	2232648
Fox Head, Inc.	USA	FHeadX (bold)	2189804
Fox Head, Inc.	USA	FHeadX (bold)	2192660
Fox Head, Inc.	USA	FHeadX (bold)	2181243
Fox Head, Inc.	USA	Fox	3736401
Fox Head, Inc.	USA	Fox Blitz	3309293
Fox Head, Inc.	USA	Fox Blitz	3309294
Fox Head, Inc.	USA	Fox Blitz	3309295
Fox Head, Inc.	USA	Fox Blitz	3309296
Fox Head, Inc.	USA	Fox Deluxe	3367072
Fox Head, Inc.	USA	Fox Denim	3715564
Fox Head, Inc.	USA	Fox Head	4431094
Fox Head, Inc.	USA	Fox Racing	3276323
Fox Head, Inc.	USA	Fox Racing	3276324
Fox Head, Inc.	USA	Fox Racing	4435246
Fox Head, Inc.	USA	Foxgirl	2781483
Fox Head, Inc.	USA	Foxgirl	3703862
Fox Head, Inc.	USA	FoxHead (bold)	2188305
Fox Head, Inc.	USA	FoxHead (bold)	2234764
Fox Head, Inc.	USA	FoxHead (bold)	2194132
Fox Head, Inc.	USA	FoxHead (bold)	2192661
Fox Head, Inc.	USA	FoxHead (line)	1568070
Fox Head, Inc.	USA	FoxHead (line)	3117578
Fox Head, Inc.	USA	FoxHead (line)	3151681
Fox Head, Inc.	USA	FoxHead (line)	3151835
Fox Head, Inc.	USA	Foxtech	3994645
Fox Head, Inc.	USA	Moto-x Fox	4091615
Fox Head, Inc.	USA	Pilot	2419625
Fox Head, Inc.	USA	Shift	2711103
Fox Head, Inc.	USA	Shift	2847631
Fox Head, Inc.	USA	Shift	2747575
Fox Head, Inc.	USA	Shift	2747574
Fox Head, Inc.	USA	Shift Logo	2298810
Fox Head, Inc.	USA	Shift Logo	2362788
Fox Head, Inc.	USA	Shift Logo	2296775
Fox Head, Inc.	USA	Shift S Design	3320801
Fox Head, Inc.	USA	Shift S Design	3320803

Fox Head, Inc.	USA	Shift S Design	3309276
Fox Head, Inc.	USA	Shift S Design	3309278
Fox Head, Inc.	USA	Shiftmx	3021302
Fox Head, Inc.	USA	Shift (2013)	4639332

Trademark Applications

<u>Grantor</u>	<u>Country</u>	<u>Mark</u>	<u>Appliation No.</u>
Fox Head, Inc.	USA	Prepare Perform Live	86241845