

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM327017

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

## CONVEYING PARTY DATA

| Name                    | Formerly | Execution Date | Entity Type                              |
|-------------------------|----------|----------------|--|
| Hybrid Holdings, Inc.   |          | 12/19/2014     | INC. ASSOCIATION:<br>DELAWARE            |
| Hybrid Jem, LLC.        |          | 12/19/2014     | LIMITED LIABILITY<br>COMPANY: CALIFORNIA |
| Hybrid Promotions, LLC. |          | 12/19/2014     | LIMITED LIABILITY<br>COMPANY: CALIFORNIA |
| Awake, Inc.             |          | 12/19/2014     | INC. ASSOCIATION:<br>CALIFORNIA          |

## RECEIVING PARTY DATA

|                        |                            |
|------------------------|----------------------------|
| <b>Name:</b>           | Newstar Financial Inc.     |
| <b>Street Address:</b> | 500 Boylston St., STE 1200 |
| <b>City:</b>           | Boston                     |
| <b>State/Country:</b>  | MASSACHUSETTS              |
| <b>Postal Code:</b>    | 02116                      |
| <b>Entity Type:</b>    | CORPORATION: MASSACHUSETTS |

## PROPERTY NUMBERS Total: 34

| Property Type        | Number  | Word Mark           |
|----------------------|---------|---------------------|
| Registration Number: | 4077939 | ACES & IDOLS        |
| Registration Number: | 3648661 | CITIZEN EARTH       |
| Registration Number: | 2098496 | JEM                 |
| Registration Number: | 3658461 | J                   |
| Registration Number: | 3658460 | JEM SPORTSWEAR      |
| Registration Number: | 4608298 | J E M COLLECTIVE    |
| Registration Number: | 3562365 | POWER OF ART        |
| Registration Number: | 4203217 | THERMOCOLOR         |
| Registration Number: | 3924037 | STARS AND SPRINKLES |
| Registration Number: | 4214923 | SUPER GLOW          |
| Registration Number: | 3971565 | SOLAR FLARE         |
| Registration Number: | 3670656 | STONE FREE          |
| Registration Number: | 3941618 | WITH A TWIST        |
| Registration Number: | 3632205 | WORLD WISE          |

TRADEMARK

| Property Type        | Number   | Word Mark              |
|----------------------|----------|------------------------|
| Registration Number: | 3632206  | WORLD WISE             |
| Registration Number: | 3924036  | WOUND UP               |
| Registration Number: | 4641931  | OURCASTE               |
| Registration Number: | 4558542  | AWAKE KIDS             |
| Registration Number: | 3725298  | AWAKE COUTURE          |
| Registration Number: | 3725497  | AWAKE INC. BY OS       |
| Registration Number: | 4107543  | AWAKE VINTAGE          |
| Registration Number: | 3192265  | COLD CRUSH             |
| Registration Number: | 4389938  | L.O.L.                 |
| Registration Number: | 3825175  | L.O.L.                 |
| Registration Number: | 3725583  | O.S.                   |
| Registration Number: | 4177940  | ROMANCE RETRO ROCK     |
| Registration Number: | 4076937  | RRR                    |
| Registration Number: | 3158413  | WELL WORN              |
| Serial Number:       | 86323035 | 87 SLATE               |
| Serial Number:       | 86333914 | CASTE                  |
| Serial Number:       | 85245387 | HYBRID                 |
| Serial Number:       | 86322967 | THREADWISE             |
| Serial Number:       | 86182721 | WALKER STREET REFINERY |
| Serial Number:       | 85919573 | 3R'S BY AWAKE          |

**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:** 12/22/2014

**Total Attachments: 9**

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**TRADEMARK**

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## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 19<sup>th</sup> 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 Fox Lender Group (in such capacity, together with its successors and assigns in such capacity, "Agent").

WITNESSETH:

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 HYBRID HOLDINGS, INC., a Delaware corporation, as parent ("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 "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"), 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 "Fox Credit Agreement") by and among FOX HOLDCO, INC., a Delaware corporation, as parent ("Fox 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 "Fox Borrower", and individually and collectively, jointly and severally, as "Fox 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 "Fox Lender", as that term is further defined therein), and NewStar as Agent (as defined therein), the Fox Lender Group has agreed to make certain financial accommodations available to Fox 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 Fox Lender Group are willing to make the financial accommodations to Fox Borrowers as provided for in the Fox Credit Agreement and the other Fox 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 Fox 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 Fox 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 Fox 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 Fox 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 Fox 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.

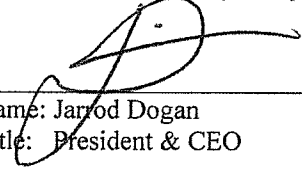
CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 25 OF THE GUARANTY AND SECURITY AGREEMENT, AND SUCH PROVISIONS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

[SIGNATURE PAGE FOLLOWS]

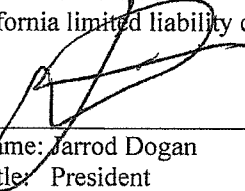
IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

**GRANTORS:**

**HYBRID PROMOTIONS, LLC,**  
a California limited liability company

By:   
Name: Jarrod Dogan  
Title: President & CEO

**HYBRID JEM LLC,**  
a California limited liability company

By:   
Name: Jarrod Dogan  
Title: President

[Signature Page to Hybrid Promotions, LLC Trademark Security Agreement]

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.

**GRANTOR:**

**AWAKE, INC.**, a California corporation

By: 

Name: Jarrod Dogan

Title: President

[Signature Page to Hybrid Promotions, LLC Trademark Security Agreement]



**AGENT:**

**ACCEPTED AND ACKNOWLEDGED BY:**

**NEWSTAR FINANCIAL INC.**

By: Brian Forde

Name: Brian Forde

Title: Duly Authorized Signatory

[Signature Page to Hybrid Promotions, LLC Trademark Security Agreement]

**TRADEMARK**  
**REEL: 005425 FRAME: 0109**

**SCHEDULE I**  
to  
**TRADEMARK SECURITY AGREEMENT**

**Trademark Registrations**

| <b>Grantor</b>         | <b>Country</b> | <b>Mark</b>           | <b>Registration No.</b> |
|------------------------|----------------|-----------------------|-------------------------|
| Hybrid Promotions, LLC | USA            | Aces & Idols          | 4,077,939               |
| Hybrid Promotions, LLC | USA            | Citizen Earth         | 3,648,661               |
| Hybrid Promotions, LLC | USA            | JEM                   | 2098496                 |
| Hybrid Promotions, LLC | USA            | J (with a star)       | 3658461                 |
| Hybrid Promotions, LLC | USA            | JEM (with a star)     | 3658460                 |
| Hybrid Promotions, LLC | USA            | JEM (with a triangle) | 4608298                 |
| Hybrid Promotions, LLC | USA            | Power of Art          | 3,562,365               |
| Hybrid Promotions, LLC | USA            | Thermocolor           | 4,203,217               |
| Hybrid Promotions, LLC | USA            | Starts and Sprinkles  | 3,924,037               |
| Hybrid Promotions, LLC | USA            | Superglow             | 4,214,923               |
| Hybrid Promotions, LLC | USA            | Solar Flare           | 3,971,565               |
| Hybrid Promotions, LLC | USA            | Stone Free            | 3,670,656               |
| Hybrid Promotions, LLC | USA            | With a Twist          | 3,941,618               |
| Hybrid Promotions, LLC | USA            | World Wise            | 3,632,205               |
| Hybrid Promotions, LLC | USA            | World Wise (Graphic)  | 3,632,206               |
| Hybrid Promotions, LLC | USA            | Wound Up              | 3,924,036               |
| Hybrid Promotions, LLC | USA            | Ourcaste              | 4,641,931               |
| Awake, Inc.            | USA            | AWAKE KIDS            | 4558542                 |

|             |     |                       |         |
|-------------|-----|-----------------------|---------|
| Awake, Inc. | USA | AWAKE<br>COUTURE      | 3725298 |
| Awake, Inc. | USA | AWAKE INC. BY<br>OS   | 3725497 |
| Awake, Inc. | USA | AWAKE<br>VINTAGE      | 4107543 |
| Awake, Inc. | USA | COLD CRUSH            | 3192265 |
| Awake, Inc. | USA | L.O.L.                | 4389938 |
| Awake, Inc. | USA | L.O.L.                | 3825175 |
| Awake, Inc. | USA | O.S. and Design       | 3725583 |
| Awake, Inc. | USA | ROMANCE<br>RETRO ROCK | 4177940 |
| Awake, Inc. | USA | RRR                   | 4076937 |
| Awake, Inc. | USA | WELL WORN             | 3158413 |

### Trademark Applications

| Grantor                | Country | Mark          | Application |
|------------------------|---------|---------------|-------------|
| Hybrid Promotions, LLC | USA     | 87 Slate      | 86/323035   |
| Hybrid Promotions, LLC | USA     | Caste         | 86/333914   |
| Hybrid Promotions, LLC | USA     | Hybrid        | 85/245387   |
| Hybrid Promotions, LLC | USA     | Threadwise    | 86/322967   |
| Hybrid Promotions, LLC | USA     | Walker Street | 86/182721   |

|             |     |               |          |
|-------------|-----|---------------|----------|
|             |     | Refinery      |          |
| Awake, Inc. | USA | 3R'S BY AWAKE | 85919573 |

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RECORDED: 12/22/2014

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