

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM329377

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Trademark Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Hybrid Promotions, LLC		12/19/2014	LIMITED LIABILITY COMPANY: CALIFORNIA
Awake, Inc.		12/19/2014	CORPORATION: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Wells Fargo Bank, National Association		
<b>Street Address:</b>	2450 Colorado Ave, Suite 3000 West		
<b>City:</b>	Santa Monica		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90404		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 28</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4077939	ACES & IDOLS	
<b>Registration Number:</b>	3648661	CITIZEN EARTH	
<b>Registration Number:</b>	2098496	JEM	
<b>Registration Number:</b>	3658461	J	
<b>Registration Number:</b>	3658460	JEM SPORTSWEAR	
<b>Registration Number:</b>	4608298	J E M COLLECTIVE	
<b>Registration Number:</b>	3562365	POWER OF ART	
<b>Registration Number:</b>	4203217	THERMOCOLOR	
<b>Registration Number:</b>	3924037	STARS AND SPRINKLES	
<b>Registration Number:</b>	4214923	SUPER GLOW	
<b>Registration Number:</b>	3971565	SOLAR FLARE	
<b>Registration Number:</b>	3670656	STONE FREE	
<b>Registration Number:</b>	3941618	WITH A TWIST	
<b>Registration Number:</b>	3632205	WORLD WISE	
<b>Registration Number:</b>	3632206	WORLD WISE	
<b>Registration Number:</b>	3924036	WOUND UP	
<b>Registration Number:</b>	4641931	OURCASTE	
<b>Registration Number:</b>	4558542	AWAKE KIDS	
<b>TRADEMARK</b>			

CH \$715.00 4077939

Property Type	Number	Word Mark
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

**CORRESPONDENCE DATA**

Fax Number: 2027393001

*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: 202-739-3000

Email: jennifer.evans@morganlewis.com

Correspondent Name: Morgan, Lewis & Bockius LLP

Address Line 1: 1111 Pennsylvania Avenue, NW

Address Line 4: Washington, D.C. 20004

ATTORNEY DOCKET NUMBER:	058438-0541
NAME OF SUBMITTER:	Jennifer C. Evans
SIGNATURE:	/jce/
DATE SIGNED:	01/19/2015

**Total Attachments: 8**

source=Hybrid Revised Trademark Security Agreement#page1.tif  
source=Hybrid Revised Trademark Security Agreement#page2.tif  
source=Hybrid Revised Trademark Security Agreement#page3.tif  
source=Hybrid Revised Trademark Security Agreement#page4.tif  
source=Hybrid Revised Trademark Security Agreement#page5.tif  
source=Hybrid Revised Trademark Security Agreement#page6.tif  
source=Hybrid Revised Trademark Security Agreement#page7.tif  
source=Hybrid Revised Trademark Security Agreement#page8.tif

## **TRADEMARK SECURITY AGREEMENT**

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 19th day of December, 2014, by and among each Grantor listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually a "Grantor"), and **WELLS FARGO BANK, NATIONAL ASSOCIATION**, a national banking association ("Wells Fargo"), in its capacity as agent for each member of the Lender Group, each member of the Fox Lender Group, the Bank Product Providers and the Fox Bank Product Providers (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"), AWAKE, INC., a California corporation ("Awake"), JEM SPORTSWEAR, a California corporation ("Jem Sportswear"; and together with Hybrid JEM, Hybrid, Awake 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", 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 "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"), and Wells Fargo 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 and the Bank Product Providers are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, the other Loan Documents, and the Bank Product Agreements, and the members of the Fox Lender Group and the Fox Bank Product Providers are willing to make the financial accommodations to Fox Borrowers as provided for in the Fox Credit Agreement, the other Fox Loan Documents, and the Fox Bank Product Agreements, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of the Lender Group, the Fox Lender Group, the Bank Product Providers and the Fox Bank Product Providers, 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, the Fox Lender Group, the Bank Product Providers and the Fox Bank Product Providers, 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*.

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, each member of the Fox Lender Group, each of the Bank Product Providers and each of the Fox Bank Product Providers, 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"):

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

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

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.

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, the Bank Product Providers, the Fox Bank Product Providers or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

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, the Fox Lender Group, the Bank Product Providers and the Fox Bank Product Providers, 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.

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.

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

GRANTOR:

HYBRID PROMOTIONS, LLC,  
a California limited liability company

By:

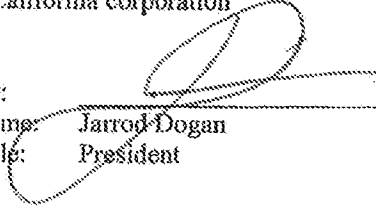
Name: Jarrod Logan

Title: President & CEO



[Signature page to Trademark Security Agreement (Hybrid)]

AWAKE, INC.,  
a California corporation

By:   
Name: Jarrod Dogan  
Title: President

[Signature page to Trademark Security Agreement (Hybrid)]

**ACCEPTED AND ACKNOWLEDGED BY:**

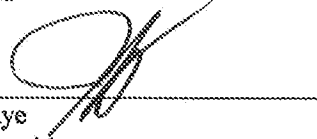
**AGENT:**

**WELLS FARGO BANK, NATIONAL ASSOCIATION,**  
a national banking association

By: \_\_\_\_\_

Name: Jeff Kaye

Title: Vice President

A handwritten signature in black ink, appearing to read 'Jeff Kaye', is written over a horizontal dotted line. The signature is stylized with a large loop at the beginning and a sharp downward stroke at the end.

[Signature page to Trademark Security Agreement (Hybrid)]

**TRADEMARK**  
**REEL: 005443 FRAME: 0335**



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

**UNITED STATES TRADEMARKS:**

Registrations:

<u>OWNER</u>	<u>REGISTRATION NUMBER</u>	<u>TRADEMARK</u>
Hybrid Promotions, LLC	4,077,939	Aces & Idols
Hybrid Promotions, LLC	3,648,661	Citizen Earth
Hybrid Promotions, LLC	2098496	JEM
Hybrid Promotions, LLC	3658461	J (with a star)
Hybrid Promotions, LLC	3658460	JEM (with a star)
Hybrid Promotions, LLC	4608298	JEM (with a triangle)
Hybrid Promotions, LLC	3,562,365	Power of Art
Hybrid Promotions, LLC	4,203,217	Thermocolor
Hybrid Promotions, LLC	3,924,037	Starts and Sprinkles
Hybrid Promotions, LLC	4,214,923	Superglow
Hybrid Promotions, LLC	3,971,565	Solar Flare
Hybrid Promotions, LLC	3,670,656	Stone Free
Hybrid Promotions, LLC	3,941,618	With a Twist
Hybrid Promotions, LLC	3,632,205	World Wise
Hybrid Promotions, LLC	3,632,206	World Wise (Graphic)
Hybrid Promotions, LLC	3,924,036	Wound Up
Hybrid Promotions, LLC	4,641,931	Ourcaste
Awake, Inc.	4,558,542	Awake Kids
Awake, Inc.	3,725,298	Awake Couture
Awake, Inc.	3,725,497	Awake Inc. by OS

<b>Awake, Inc.</b>	<b>4,107,543</b>	<b>Awake Vintage</b>
<b>Awake, Inc.</b>	<b>3,192,265</b>	<b>Cold Crush</b>
<b>Awake, Inc.</b>	<b>4,389,938</b>	<b>L.O.L.</b>
<b>Awake, Inc.</b>	<b>3,825,175</b>	<b>L.O.L.</b>
<b>Awake, Inc.</b>	<b>3,725,583</b>	<b>O.S. and Design</b>
<b>Awake, Inc.</b>	<b>4,177,940</b>	<b>Romance Retro Rock</b>
<b>Awake, Inc.</b>	<b>4,076,937</b>	<b>RRR</b>
<b>Awake, Inc.</b>	<b>3,158,413</b>	<b>Well Worn</b>

Applications:

<u>OWNER</u>	<u>APPLICATION NUMBER</u>	<u>TRADEMARK</u>
<b>Hybrid Promotions, LLC</b>	<b>85/245387</b>	<b>Hybrid</b>