

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM330166

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PAPA HANA, LLC		12/31/2014	LIMITED LIABILITY COMPANY: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Ally Bank (successor-in-interest to Ally Commercial Finance LLC, as Agent)		
Street Address:	1185 Avenue of the Americas, 2nd Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10036		
Entity Type:	State Bank: UTAH		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	4121955	BOARDWORKS	
Registration Number:	4415671	WAKESUP	
Registration Number:	4228872	SHUBU SHOW UP & BLOW UP	
Registration Number:	4121904	SHUBU	
Registration Number:	3575812	BOARDFISHER	
Registration Number:	4121954		
Serial Number:	86367768	WE LIVE WATER	
CORRESPONDENCE DATA			
Fax Number:			
<i>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.</i>			
Email:	marina.kelly@thomsonreuters.com		
Correspondent Name:	John Salvage		
Address Line 1:	4400 Easton Commons Way Suite 125		
Address Line 2:	CT Lien Solutions		
Address Line 4:	Columbus, MASSACHUSETTS 43219		
NAME OF SUBMITTER:	John Salvage		
SIGNATURE:	/Marina Kelly, Thomson Reuters/		
DATE SIGNED:	01/27/2015		

OP \$190.00 4121955

Total Attachments: 5

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TRADEMARK ASSIGNMENT OF SECURITY

WHEREAS, Papa Hana, LLC, a limited liability company formed under the laws of California, ("Papa Hana"), has adopted, used and is using the marks shown in the attached Schedule A (the "Marks"), for which there are registrations or applications in the United States Patent and Trademark Office under the numbers shown in the attached Schedule A; and

WHEREAS, Papa Hana is obligated to Ally Bank (successor-in-interest to Ally Commercial Finance LLC) ("Ally") and various other financial institutions (collectively, "Lenders") and Ally as agent for Lenders ("Agent") pursuant to (i) a certain Third Amended and Restated Loan and Security Agreement, dated as of April 18, 2014, among Agent, Lenders, Borrower and the other credit parties named therein and (ii) a certain Trademark Collateral Security Agreement, dated May 16, 2005, made by Papa Hana and Confluence Outdoor, LLC in favor of Agent for its benefit and the ratable benefit of Lenders (as each may be amended, modified, restated or supplemented from time to time, collectively, the "Agreements"); and

WHEREAS, pursuant to the Agreements, Papa Hana is granting to Agent for its benefit and for the ratable benefit of Lenders a security interest in the Marks, the goodwill of the business symbolized by the Marks, and the registrations and applications therefor.

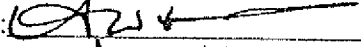
NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Papa Hana does hereby assign unto Agent for its benefit and for the ratable benefit of Lenders and grant to Agent for its benefit and for the ratable benefit of Lenders a security interest in and to the Marks, together with the goodwill of the business symbolized by the Marks, and registrations and applications therefor, which assignment and security interest shall secure all the Obligations as defined in the Agreements and in accordance with the terms and provisions thereof.

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Papa Hana expressly acknowledges and affirms that the rights and remedies of Agent and Lenders with respect to the assignment and security interest granted hereby are more fully set forth in the Agreements.

Dated: New York, New York
December 31, 2014

PAPA HANA, LLC

By: 
Name: Ann Kim
Its: Secretary

ALLY BANK (successor-in-interest to Ally
Commercial Finance LLC), as Agent

By: _____
Name: Steve Brown
Its: Senior Director
Ally Corporate Finance

Papa Hana expressly acknowledges and affirms that the rights and remedies of Agent and Lenders with respect to the assignment and security interest granted hereby are more fully set forth in the Agreements.

Dated: New York, New York
December 31, 2014

PAPA HANA, LLC

By: _____
Name:
Its:

ALLY BANK (successor-in-interest to Ally
Commercial Finance LLC), as Agent

By:  _____
Name: Steve Brown
Its: Senior Director
Ally Corporate Finance

SCHEDULE A

Schedule A to a Trademark Assignment of Security dated December 31, 2014, by and between Papa Hana, LLC and Ally Bank (successor-in-interest to Ally Commercial Finance LLC), as Agent.

Mark	Serial No.	Registration No.
BOARDWORKS	85446083	4121955
WAKESUP	85646467	4415671
SHUBU SHOW UP & BLOW UP	85417118	4228872
SHUBU	85417111	4121904
BOARDFISHER	77517130	3575812
Boardworks logo: The mark consists of two ocean waves, one being upside-down and facing the opposite direction of the other wave. Color is not claimed as a feature of the mark	85446073	4121954
WE LIVE WATER	86367768	N/A -- Application