

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM413835

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		Trademark Security Agreement	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Performance Designed Products LLC		01/13/2017	Limited Liability Company: CALIFORNIA
RECEIVING PARTY DATA			
Name:	East West Bank		
Street Address:	135 N. Los Robles Avenue, 6th Floor		
City:	Pasadena		
State/Country:	CALIFORNIA		
Postal Code:	91101		
Entity Type:	banking corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 24			
Property Type	Number	Word Mark	
Registration Number:	3824693	AFTERGLOW	
Registration Number:	3862049	AFTERGLOW	
Registration Number:	4913956	AFTERGLOW	
Registration Number:	4389693	AFTERGLOW	
Registration Number:	4913957		
Registration Number:	4389695		
Registration Number:	2710242	AIR FLO	
Registration Number:	4310585	COLOR IS EXPRESSION	
Registration Number:	3967867	GOTALITY	
Registration Number:	3146749	HEADBANGER	
Registration Number:	4518039		
Registration Number:	4025323	PDP	
Registration Number:	5008057	PDP	
Registration Number:	5008058	PDP	
Registration Number:	4021919	PDP	
Registration Number:	2257653	PELICAN	
Registration Number:	3596631	PERFORMANCE DESIGNED PRODUCTS	
Registration Number:	5107925	Q	
Registration Number:	5008060	QUADBOOST	
TRADEMARK			

CH \$615.00 3824693

Property Type	Number	Word Mark
Registration Number:	4310586	ROCK CANDY
Registration Number:	4898855	ROCK CANDY
Registration Number:	4700589	ROCK CANDY
Registration Number:	5008354	ZUMILIFE
Registration Number:	5008355	ZUMISPORT

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: 2027395866

Email: felicia.gordon@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:	031129.02.0004
NAME OF SUBMITTER:	Felicia D. Gordon
SIGNATURE:	/Felicia D. Gordon/
DATE SIGNED:	01/27/2017

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made as of January 13, 2017, by and among PERFORMANCE DESIGNED PRODUCTS LLC, a California limited liability company (the "Company" and together with any other Person that becomes a Grantor hereunder after the date hereof, each, a "Grantor" and collectively, "Grantors"), and EAST WEST BANK, a California banking corporation (the "Lender").

WITNESSETH:

WHEREAS, pursuant to that certain Loan and Security Agreement of even date herewith (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the "Loan Agreement"), by and between the Company and the Lender, the Lender has agreed to make certain financial accommodations available to the Company from time to time pursuant to the terms and conditions thereof;

WHEREAS, pursuant to the Loan Agreement, the Company pledged and granted to the Lender (for the benefit of itself and any affiliate that has provided Bank Products), a security interest in the Trademark Collateral (as defined below); and

WHEREAS, pursuant to the Loan Agreement, the Company has agreed to execute and deliver this Trademark Security Agreement in order to record the security interest granted to the Lender (for the benefit of itself and any affiliate that has provided Bank Products) with the United States Patent and Trademark Office.

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 Loan Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby pledges, collaterally assigns and grants to the Lender (for the benefit of itself and any affiliate that has provided Bank Products) to secure the prompt and complete payment and performance of the Obligations, a security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of such Grantor's right, title and interest in, to and under the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral");

(a) all of its trademarks and service mark registrations and applications for registration thereof listed on Schedule I;

(b) all renewals of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, the foregoing;

(d) all rights to sue for past, present, and future infringements thereof; and

(e) all products and proceeds (as that term is defined in the UCC) of the foregoing, including all income, royalties, damages, claims and payments now or hereafter due or payable under and with respect thereto, including damages and payments for past and future infringements thereof.

3. **SECURITY FOR OBLIGATIONS.** This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the 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 Obligations and would be owed by any Grantor to the Lender or its affiliates, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving any Grantor.

4. **LOAN AGREEMENT.** The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to the Lender (for the benefit of itself and any affiliate that has provided Bank Products), pursuant to the Loan Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Lender with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan 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 Loan Agreement, the Loan 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. Each Grantor hereby authorizes the Lender unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of such 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 the Lender's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. **COUNTERPARTS.** 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 (e.g. via email in portable document file format) shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. This Trademark Security Agreement is a Loan Document.

7. **CHOICE OF LAW. THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE INTERNAL LAWS (AND NOT THE LAW OF CONFLICTS) OF THE STATE OF CALIFORNIA.**


8. **MISCELLANEOUS. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CONSENT TO JURISDICTION, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTIONS 11.2 AND 11.3 OF THE LOAN 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.

GRANTOR:

PERFORMANCE DESIGNATED PRODUCTS LLC,
a California limited liability company

By: 
Name: Chris Richards
Title: Chief Executive Officer

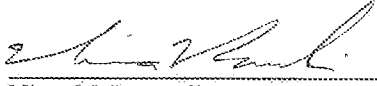
[Signature page to Trademark Security Agreement]

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TRADEMARK
REEL: 005974 FRAME: 0767

LENDER:

EAST WEST BANK,
a California banking corporation

By: 
Name: Nima M. Rassouli
Title: Vice President, Asset Based Finance

[Signature page to Trademark Security Agreement]

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TRADEMARK
REEL: 005974 FRAME: 0768

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Registered Trademarks

Case No	Trademark	Classes	App No.	Filing Date	Reg No.	Reg. Date	Status
151878	AFTERGLOW	09 Int.	77/893,729	15-Dec-2009	3824693	27-Jul-2010	Registered
151879	AFTERGLOW	09 Int.	77/893,730	15-Dec-2009	3862049	12-Oct-2010	Registered
169543	AFTERGLOW	09 Int.	85/617372	04-May-2012	4,913,956	08-Mar-2016	Registered
179481	AFTERGLOW	09 Int.	85/979,532	04-May-2012	4,389,693	20-Aug-2013	Registered
169542	Afterglow Logo	09 Int.	85/617374	04-May-2012	4,913,957	08-Mar-2016	Registered
179482	Afterglow Logo	09 Int.	85/979534	04-May-2012	4,389,695	20-Aug-2013	Registered
226254	AIR-FLO	09 Int.	76/413,689	29-May-2002	2,710,242	22-Apr-2003	Registered
169275	COLOR IS EXPRESSION	28 Int.	85/609134	26-Apr-2012	4,310,585	26-Mar-2013	Registered
155595	GOTALITY	09 Int., 10 Int.	85/071125	24-Jun-2010	3967867	24-May-2011	Registered
129656	HEADBANGER	09 Int.	78/550,981	20-Jan-2005	3,146,749	19-Sep-2006	Registered
157828	Headbanger Logo	09 Int.	85/157832	21-Oct-2010	4,518,039	22-Apr-2014	Registered
158619	PDP	09 Int.	85/188608	01-Dec-2010	4,025,323	13-Sep-2011	Registered
225964	PDP (Stylized and/or with design)	28 Int.	86/854,524	18-Dec-2015	5,008,057	26-Jul-2016	Registered
225965	PDP (Stylized and/or with design)	09 Int.	86/854,548	18-Dec-2015	5,008,058	26-Jul-2016	Registered
158620	PDP (Stylized)	09 Int.	85/188709	01-Dec-2010	4,021,919	06-Sep-2011	Registered
129503	PELICAN	09 Int.	75/264,923	27-Mar-1997	2,257,653	29-Jun-1999	Registered
129466	PERFORMANCE DESIGNED PRODUCTS	09 Int.	78/776,085	19-Dec-2005	3,596,631	24-Mar-2009	Registered
225668	Q (Stylized and/or with design)	28 Int.	86/854,555	18-Dec-2015			Published

Case No	Trademark	Classes	App No.	Filing Date	Reg No.	Reg. Date	Status
225670	QUADBOOST	28 Int.	86/854,559	18-Dec-2015	5,008,060	26-Jul-2016	Registered
169276	ROCK CANDY	28 Int.	85/609137	26-Apr-2012	4,310,586	26-Mar-2013	Registered
169851	ROCK CANDY	09 Int.	85/638390	29-May-2012	4,898,855	09-Feb-2016	Registered
206761	ROCK CANDY	09 Int., 28 Int.	85/983,403	29-May-2012	4,700,589	10-Mar-2015	Registered
174820	ZUMILIFE	09 Int.	85/788309	27-Nov-2012	5,008,354	26-Jul-2016	Registered
174794	ZUMISPORT	09 Int.	85/788322	27-Nov-2012	5,008,355	26-Jul-2016	Registered

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