

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM510265

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Maui and Sons		01/29/2019	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	FTC Commercial Corporation		
Street Address:	1525 S. Broadway Street		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90015		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 17			
Property Type	Number	Word Mark	
Registration Number:	5050340	MALIBU BEACH POLO CLUB P O L O	
Registration Number:	4235991	X-CALIBER	
Registration Number:	4248320	X-CALIBER	
Registration Number:	4104261	MAUI & SONS	
Registration Number:	4101313		
Registration Number:	4503199	PARADISE COVE	
Registration Number:	4499519	SUNRISE BAY	
Registration Number:	4332351	MAUI ACTIVE	
Registration Number:	3336794	MISS MALIBU	
Registration Number:	3326458	MAUI AND SONS	
Registration Number:	3260836	MAUI AND SONS	
Registration Number:	3135017	MAUI PRINCESS	
Registration Number:	2210850	MAUI AND SONS	
Registration Number:	3835415	WHITE LAUNDRY	
Registration Number:	1922160	MAUI AND SONS	
Registration Number:	1935966	MAUI AND SONS	
Registration Number:	1432990	MAUI AND SONS	
CORRESPONDENCE DATA			

OP \$440.00 5050340

Fax Number: 3108266991

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: 3108267474

Email: trademark@raklaw.com

Correspondent Name: Nathan D. Meyer

Address Line 1: 12424 Wilshire Boulevard, 12th Floor

Address Line 4: Los Angeles, CALIFORNIA 90025

NAME OF SUBMITTER:	Nathan D. Meyer
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SIGNATURE:	/Nathan D. Meyer/
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DATE SIGNED:	02/15/2019
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Total Attachments: 10

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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this "Trademark Security Agreement") is made as of this 14 day of January, 2019, between MAUI AND SONS, a California corporation ("Grantor"), and FTC COMMERCIAL CORPORATION, a California corporation ("FTC").

WITNESSETH:

WHEREAS, pursuant to that certain Factoring Agreement dated as of January 29, 2019 (as amended, restated, supplemented or otherwise modified from time to time, including all exhibits and schedules thereto, the "Factoring Agreement") between Grantor and FTC, FTC agreed to make certain financial accommodations available to Grantor from time to time pursuant to the terms and conditions thereof;

WHEREAS, pursuant to the Factoring Agreement, Grantor is required to execute and deliver to FTC, 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, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Factoring Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to FTC, a continuing first priority security interest in all of Grantor's right, title and interest in, to, and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of Grantor's trademarks, trademark applications, service marks, trade names, mask works and associated goodwill (collectively, "Trademarks"), and any licenses for any of the foregoing ("Licenses"), including without limitation those Trademarks and Licenses referred to on Schedule A, Schedule B, and Schedule C hereto;

(b) all reissues, continuations, continuations-in-part, substitutes, extensions or renewals of and improvements on the foregoing; and

(c) all products and proceeds of the foregoing, including without limitation any claim by Grantor against third parties for past, present, or future infringement or dilution of any Trademark or any Trademark licensed under any License.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the security interest created hereby secure the payment and performance of all the obligations under the Factoring Agreement, 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 under the Factoring Agreement and would be

owed by Grantor to the FTC, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving Grantor.

4. FACTORING AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to FTC, pursuant to the Factoring Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of FTC with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Factoring Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. AUTHORIZATION TO SUPPLEMENT. If Grantor shall obtain rights to any new Trademarks or Licenses for Trademarks, this Trademark Security Agreement shall automatically apply thereto. Grantor shall give prompt notice in writing to FTC with respect to any such new Trademarks or Licenses for Trademarks (other than common law marks which are not material to Grantor's business(es)). Without limiting Grantor's obligations under this Section 5, Grantor hereby authorizes FTC unilaterally to modify this Trademark Security Agreement by amending Schedule A to include any such new Trademarks or Licenses for Trademarks of Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule A shall in any way affect, invalidate or detract from FTC's continuing security interest in all Trademark Collateral, whether or not listed on Schedule A.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

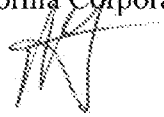
7. CONSTRUCTION. Unless the context of this Trademark Security Agreement clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Trademark Security Agreement refer to this Trademark Security Agreement, as the case may be, as a whole and not to any particular provision of this Trademark Security Agreement, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Trademark Security Agreement unless otherwise specified. Any reference in this Trademark Security Agreement to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein to the satisfaction or repayment in full of any obligations under the Factoring Agreement shall mean the repayment in full in cash (or cash collateralization in accordance with the terms of the Factoring Agreement) of all obligations under

the Factoring Agreement. Any reference herein to any Person shall be construed to include such Person's successors and assigns.

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTOR:

MAUI AND SONS,
a California Corporation



By: _____
Name: Richard Harrington
Title: Chief Executive Officer

Notary:

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of LOS ANGELES)

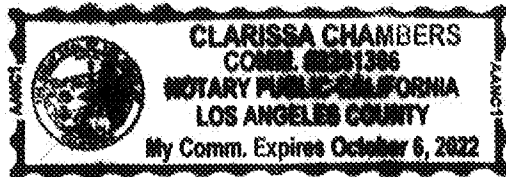
On 1/29/19 before me, Clarissa Chambers, Notary Public
(insert name and title of the officer)

personally appeared Richard Harrington,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Clarissa Chambers



(Seal)

ACCEPTED AND ACKNOWLEDGED BY:

FTC COMMERCIAL CORPORATION,
a California corporation




By: 


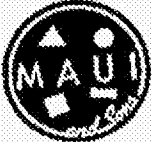
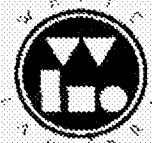
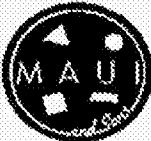
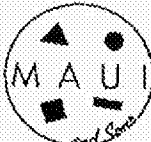
Name: *Ronald L. Wagner*

Title: *President*

SCHEDULE A

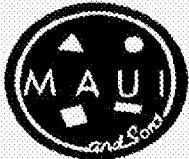
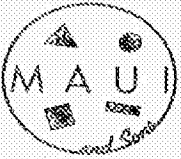
U.S. Trademarks

NO.	MARK	TERRITORY	APP. NO. / APP. DATE	REG. NO. / REG. DATE	OWNER
1.		United States	86441280 31-Oct-14	5050340 27-Sep-16	Maui and Sons Corporation
2.	X-CALIBER	United States	85279794 29-Mar-11	4235991 6-Nov-12	Maui and Sons Corporation
3.	X-CALIBER	United States	85279782 29-Mar-11	4248320 27-Nov-12	Maui and Sons Corporation
4.	MAUI & SONS	United States	85221298 19-Jan-11	4104261 28-Feb-12	Maui and Sons Corporation
5.		United States	85249763 23-Feb-11	4101313 21-Feb-12	Maui and Sons Corporation
6.	PARADISE COVE	United States	85913413 24-Apr-13	4503199 25-Mar-14	Maui and Sons Corporation
7.	SUNRISE BAY	United States	85913411 24-Apr-13	4499519 18-Mar-14	Maui and Sons Corporation
8.		United States	85249798 23-Feb-11	4332351 7-May-13	Maui and Sons Corporation
9.	MISS MALIBU	United States	78806487 3-Feb-06	3336794 13-Nov-07	Maui and Sons Corporation
10.	MAUI AND SONS	United States	78673466 19-Jul-05	3326458 30-Oct-07	Maui and Sons Corporation

NO.	MARK	TERRITORY	APP. NO. / APP. DATE	REG. NO. / REG. DATE	OWNER
11.		United States	78952424 15-Aug-06	3260836 10-Jul-07	Maui and Sons Corporation
12.	MAUI PRINCESS	United States	78523628 29-Nov-04	3135017 29-Aug-06	Maui and Sons Corporation
13.		United States	75372743 14-Oct-97	2210850 15-Dec-98	Maui and Sons Corporation
14.		United States	74586273 17-Oct-94	3835415 17-Aug-10	Maui and Sons Corporation
15.	MAUI AND SONS	United States	74560089 11-Aug-94	1922160 26-Sep-95	Maui and Sons Corporation
16.		United States	74470905 17-Dec-93	1935966 14-Nov-95	Maui and Sons Corporation
17.		United States	73343278 24-Dec-81	1432990 17-Mar-87	Maui and Sons Corporation

SCHEDULE B

Foreign Trademarks

NO.	MARK	TERRITORY	APP. NO. / APP. DATE	REG. NO. / REG. DATE	OWNER
1.	MAUI AND SONS	Argentina	3379929 14-Jan-15	2734095 18-Jun-15	MAUI AND SONS (United States of America)
2.	GIRL	Argentina	2439385 25-Jun-03	2074927 23-Mar-06	MAUI AND SONS (United States of America)
3.		Canada	552641 15-Nov-85	TMA343785 12-Aug-88	MAUI AND SONS
4.		Mexico	167487 12-May-93	698946 23-Jan-01	MAUI AND SONS (United States of America)
5.		Mexico	9-Jun-89	395021 Rnw Jan- 2005	MAUI AND SONS
6.	MAUI AND SONS	South Africa	84/2725 3-Apr-84	84/2725	MAUI AND SONS (United States of America)

SCHEDULE C

License Agreements

MAUI AND SONS ACTIVE LICENSEES

Company	Territory	Category
ACI	USA	Footwear
Castline	USA	Collectable Diecast Cars
Chanos	Greece	Beach Umbrellas
Comercializadora Homix	Mexico	Sandals - All ages
Diethris Athlitiki Ltd. - Admiral	Greece / Cyprus	Apparel / Footwear / Soft Accessories
Dunes	France	Apparel & Accessories
E-Come Co. Ltd.	Japan	Bags / Clothing / Photo Cases
Edwin	Japan	Apparel & Accessories
FRA USA	USA / Costco	Footwear
GIM S.A. - Giovas	Greece, Cyprus, Malta	Bags / Backpacks
Global Brands Group / TVMania	Germany, Austria, Swiss, France	Apparel / Accessories
Global Brands Group / Russia	Russia	Apparel / Accessories
Global Eyewear	U.S.A.	Sunglasses for Resort
J Camp Inc.	Canada	Apparel & Accessories
Joujuma	Spain	Luggage
Leather Protector Specialist (M) Sdn. Bhd.	Malaysia	Adult Bags
License Factory	Germany, Austria, Switzerland	Apparel / Accessories
LOVS	Italy	Apparel / Footwear
Oxford Optthalmic	USA	Optical / Sunglasses Walmart
Paseo	Poland	Back to School Products
Pick n Pay	South Africa	Apparel
Precision Products	USA	Tumblers
Pull & Bear	Global	Apparel
MIS	Portugal	Apparel, Footwear, Accessories
Monismeworks	Korea	Apparel & Accessories
Nafallo Inc.	USA	Electronics / Travel / Luggage
Rotemar S.A. / Rotemar / Erictor	Uruguay	Apparel / MASTER
Next	U.K. / Ireland	Men's T-shirts
Peak Manufacturing	Mexico	Men's/ Ladies T-Shirts
Remington	U.S.A.	Automotive Products
Representaciones y Distribuciones Esquivel S.A.	Mexico	Sunglasses
Sorensack	Spain, France, UK	Men's & Boy's Underwear / Socks
Sogema Company	France, Belgium, Liec, Portugal	Sunglasses, Umbrellas
Stamatis Ioannidis & Son SA	Greece / Cyprus	Towels, Blankets, Robes
Strand Imports	USA	Beachchairs, Umbrellas, Towels
Stanley	Spain	Apparel
Textiss	USA	Mens and Boys Underwear
Thirty Single (Secret Charm)	USA	Women's / Juniors Apparel
Tom Tailor	Germany / GAS / Eastern Europe	Mens Apparel Collaboration
Travelink Enterprise	Malaysia	Luggage
Trinsark Global	Philippines	Apparel & Accessories
Vivat	Ukraine	Back to School
Z-Supply	U.S.A.	Women's Apparel