

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM674159

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	Secured Party Bill of Sale
RESUBMIT DOCUMENT ID:	900539531

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
California Board Sports, Inc.		11/30/2017	Corporation: CALIFORNIA

RECEIVING PARTY DATA

Name:	Marina Enterprises, Inc.
Street Address:	3375 Mission Avenue
Internal Address:	#H
City:	San Diego
State/Country:	CALIFORNIA
Postal Code:	92058
Entity Type:	Corporation: KOREA, REPUBLIC OF
Name:	Laura Hija Kim
Street Address:	3375 Mission Avenue
Internal Address:	#H
City:	San Diego
State/Country:	CALIFORNIA
Postal Code:	92058
Entity Type:	INDIVIDUAL: UNITED STATES

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Registration Number:	2174759	OSIRIS
Registration Number:	2331264	
Registration Number:	2545884	OSIRIS
Registration Number:	2518557	G BAG
Registration Number:	2605421	
Registration Number:	2793522	D3
Registration Number:	2648309	
Registration Number:	2658074	OSIRIS
Registration Number:	2938488	OSIRIS
Registration Number:	2648834	OSIRIS

Property Type	Number	Word Mark
Registration Number:	2869747	OSIRIS
Registration Number:	4732536	
Registration Number:	4796010	OSIRIS

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.

Phone: (619) 238-4856

Email: khoffman@swsslaw.com, clopez@swsslaw.com

Correspondent Name: Katherine M. Hoffman

Address Line 1: 401 B Street, Suite 1200

Address Line 4: San Diego, CALIFORNIA 92101

ATTORNEY DOCKET NUMBER:	60652-002
NAME OF SUBMITTER:	Katherine M. Hoffman
SIGNATURE:	/kmh/
DATE SIGNED:	09/13/2021

Total Attachments: 45

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**DECLARATION IN SUPPORT OF MARINA ENTERPRISES, INC.'S AND
LAURA HIJA J. KIM'S PETITION TO THE DIRECTOR OF THE UNITED STATES
PATENT AND TRADEMARK OFFICE PURSUANT TO 37 C.F.R § 2.146**

I, Laura Hija J. Kim, declare:

1. I am making this Declaration as an individual and as the President of Marina Enterprises, Inc., a South Korea Company ("Marina") in support of Marina's and my petition to the Director of the United States Patent and Trademark Office under 37 C.F.R. § 2.146. I have personal knowledge of the facts stated in this Declaration.
2. Prior to September 2010, Marina and I were secured parties under a security agreement granting us a security interest in substantially all the assets of California Board Sports, Inc., a California corporation ("CBSI"). This was to secure various obligations owed by CBSI to Marina and me. I will hereafter refer to Marina and me collectively as "Marina."
3. Disputes arose regarding performance of those obligations and on September 1, 2010, CBSI and Marina signed a Settlement Agreement resolving and settling all their disputes up to that time. Among the terms of the Settlement Agreement was the requirement that CBSI execute and deliver to Marina a Note and its Amended and Restated Commercial Security Agreement (the "Security Agreement") granting to Marina a security interest in substantially all the assets of CBSI to secure CBSI's obligations under the Note and the Settlement Agreement. The Settlement Agreement, the Note, and the Security Agreement are referred to below as the "Settlement Documents"). A copy of the Security Agreement is attached to this Declaration as Exhibit 1. A copy of the Settlement Agreement and the note are available upon request.
4. Under the Security Agreement, CBSI granted to Marina a security interest over all of CBSI's right, title, and interest in all of its then-existing and later created, written, produced and acquired personal property (the "Collateral"). The Collateral specifically included CBSI's general intangibles, and all CBSI's (i) patents, copyrights, trademarks, tradenames, service marks and other intellectual property rights, (ii) all licenses to use, applications for, and other rights to, such patents, copyrights, trademarks, tradenames and service marks,

and (iii) all goodwill of CBSI in (i) and (ii) above. These liens were perfected by Financing Statements (UCC-1) originally filed with the California Secretary of State in 2006 and with the filing of an Amendment to the existing Financing Statement filed contemporaneously with the execution and delivery of the September 1, 2010 Security Agreement. A true and correct copy of the Amendment (UCC-3) filed September 9, 2010 is attached hereto as Exhibit 2. The security interest was continued from time to time with the filing of Continuation Statements (UCC-3).

5. CBSI defaulted under the terms of the Settlement Agreement and the Loan Documents. Following compliance with the provisions of the California Commercial Code to provide Notice of a Public Sale of Marina's Collateral, a public sale of the Collateral was conducted November 30, 2017 at 401 B Street, Suite 1200, San Diego, California (the "Public Foreclosure Sale"). Marina, as an agent for itself and for me, made a credit bid to acquire title to all of CBSI's right, title, and interest in the Collateral. There were no other bidders at the Public Foreclosure Sale. The acquired Collateral included all of CBSI's then-existing trademarks (the "Trademarks"). Because we acquired ownership of the Trademarks at a foreclosure sale there was no written assignment from CBSI evidencing the conveyance of ownership to us.
6. One November 30, 2017 and immediately following the Public Foreclosure Sale, Marina created and memorialized its acquisition of the Collateral via the Public Foreclosure Sale in a Bill of Sale (the "Bill of Sale"). A copy of the Bill of Sale is attached as Exhibit 3.
7. Marina recorded the underlying Security Agreement with the United States Patent and Trademark Office on February 19, 2020. A copy of the Notice of Recordation of Assignment is attached to this declaration as Exhibit 4.
8. On March 10, 2020 Marina filed a Trademark Assignment with the United States Patent and Trademark Office to record the conveyance of CBSI's entire interest and goodwill in the Trademarks to Marina pursuant to the Public Foreclosure Sale.

9. To provide a written record of the occurrence of the Public Foreclosure Sale, Marina submitted the Bill of Sale as an attachment to the cover sheet of the Trademark Assignment because the introductory paragraph of the Bill of Sale described the transaction (a Public Foreclosure Sale) pursuant to which the Collateral, including the Trademarks, were transferred to Marina.
10. However, the Assignment Recordation Branch found the Trademark Assignment to be non-recordable and issued a Notice of Non- Recordation stating the reason for non-recordation as follows: "There's a discrepancy with the Conveying/Receiving party names. The Cover sheet for the convey name has California Board Sports, Inc but the document has Marina Enterprises, Inc. and Laura Hija J. Kim. The receiving party has only Marina Enterprises, Inc." A copy of this notice is attached to this declaration as Exhibit 5.
11. As the owner of the Trademarks, Marina has been using the Trademarks in its business since 2017 to the exclusion of CBSI and any other party of which Marina is aware.
12. I am informed and believe that CBSI is now and has long been defunct following the Public Foreclosure Sale. It is impossible for us to obtain a written assignment of the Trademarks from CBSI because CBSI no longer exists and has been dissolved. A copy of CBSI's notice of dissolution I obtained from California Secretary of State's ("SOS") website is attached as Exhibit 5.
13. I have no other documents to submit as proof of change of ownership of the Trademarks from CBSI to us on November 30, 2017 pursuant to the Public Foreclosure Sale.

I declare under penalty of perjury under the laws of the United States and the state of California that the foregoing is true and correct. This Declaration is executed this ____th day of

Oct 27 2020, at Haekun Dae Bemdity 103 Dong-1903
Busan, So. Korea

Laura Hija J. Kim
Laura Hija J. Kim Individually, and as
president of Marina Enterprises, Inc., a
South Korea company

EXHIBIT 1

AMENDED AND RESTATED COMMERCIAL SECURITY AGREEMENT

AMENDED AND RESTATED COMMERCIAL SECURITY AGREEMENT

This Amended and Restated Commercial Security Agreement, dated as of September 1, 2010 (the "*Security Agreement*"), is executed by California Board Sports, Inc., a California corporation ("*Debtor*"), in favor of Marina Enterprises, Inc., a South Korea company ("*Marina*"), and Laura Hija J. Kim, an individual ("*Ms. Kim*"), and together with Marina, the "*Secured Party*") to that certain Secured Promissory Note dated as of the date hereof (the "*Note*").

RECITALS

WHEREAS, Debtor has executed the Note in favor of the Secured Party;

WHEREAS, in order to induce the Secured Party to extend the credit evidenced by the Note, Debtor has agreed to enter into this Security Agreement and to grant the Secured Party the security interest in the Collateral described below;

WHEREAS, the parties have entered into that certain Commercial Security Agreement dated October 5, 2006 (the "*Original Agreement*");

WHEREAS, the Debtor and Marina have entered into that certain Production Representative Agreement of even date herewith (the "*Production Agreement*");

WHEREAS, the parties to the Original Agreement desire to amend and restate the Original Agreement pursuant to Section 7.1 thereof and accept the rights and restrictions created pursuant hereto in lieu of the rights granted to them under the Original Agreement;

WHEREAS, Debtor and the Secured Party are parties to that certain Master Settlement and Mutual General Release of even date herewith (the "*Settlement Agreement*"); and

WHEREAS, certain of the obligations of the parties to the Settlement Agreement are conditioned upon the execution and delivery of this Security Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and agreements contained herein, the sufficiency of which is hereby acknowledged, the parties to the Original Agreement agree that the Original Agreement shall be superseded and replaced in its entirety by this Agreement, and all parties hereto agree as follows:

1. Definitions and Interpretation. When used in the Security Agreement, the following terms shall have the following respective meanings:

"*Collateral*" shall have the meaning given to that term in Section 2 hereof.

"*Lien*" means any lien (statutory or other), pledge, assignment or security interest.

"*Obligations*" shall mean and include (i) the outstanding Note Amount (as such term is defined in the Note) pursuant to the terms of the Note, and (ii) all payment obligations of the Debtor due under the Production Agreement.

"*Permitted Liens*" are:

- (a) Liens existing on the date of this Security Agreement, arising under this Security Agreement or Indebtedness to a Senior Lender (as set forth in Section 2(c) below);
- (b) Liens for taxes, fees, assessments or other government charges or levies;
- (c) Purchase money Liens on equipment acquired or held by Debtor incurred for financing the acquisition of the equipment;
- (d) Non-exclusive licenses or sublicenses granted in the ordinary course of Debtor's business and, with respect to any licenses where Debtor is the licensee, any interest or title of a licensor or under any such license or sublicense;
- (e) Leases or subleases entered into in the ordinary course of Debtor's business, including in connection with Debtor's leased premises or leased property; and
- (f) Liens incurred in the extension, renewal or refinancing of the indebtedness secured by Liens described in (a) through (e).

"*Transaction Documents*" shall mean this Security Agreement, the Note and all other documents, instruments and agreements executed and delivered in connection herewith or therewith or in respect of the closing of the transactions contemplated hereby or thereby.

"*UCC*" shall mean the Uniform Commercial Code as in effect in the State of California from time to time.

Unless otherwise defined herein, all terms defined in the UCC shall have the respective meanings given to those terms in the UCC.

2. Grant and Priority of Security Interest.

(a) As security for the Obligations, Debtor hereby grants to the Secured Party a security interest in and Lien on all right, title and interest of Debtor in and to the property described in Exhibit A attached hereto (collectively and severally, the "*Collateral*"), Notwithstanding the foregoing, the security interest and Lien granted herein shall not extend to, and the term "*Collateral*" shall not include, any property, rights or licenses to the extent the granting of a security interest and Lien therein (i) would be contrary to applicable law or (ii) is prohibited by or would constitute a default under any agreement or document governing such property, rights or licenses (but only to the extent such prohibition is enforceable under applicable law), including any fixed assets that secure leased equipment under any lease or rental agreements. The Lien granted hereunder shall relate back in priority to the Lien granted and perfected pursuant to the Original Agreement, it being the parties' intent that Secured Party shall suffer no loss in priority of such Lien, notwithstanding the intervening existence of any

Permitted Lien perfected or having priority from the date of perfection of such Permitted Lien after the date of perfection of the lien granted pursuant to the Original Agreement.

(b) In the event (i) the Note Amount under the Note is reduced to Two Million Two Hundred Fifty Thousand Dollars (\$2,250,000.00) prior to the Maturity Date (as such term is defined in the Note) (the "*Reduction*"), and (ii) the Debtor's current accounts receivable (0-60 days past terms of invoice), cash accounts and inventory (at book value) collectively equal or exceed Five Million Dollars (\$5,000,000), the Secured Party shall amend all existing UCC filings such that all Intellectual Property (as defined in Exhibit A attached hereto) shall be removed from the Collateral.

(c) In the event Debtor incurs any Indebtedness (as such term is defined in the Note) to a commercial lending institution (a "*Senior Lender*") requesting a senior Lien position for the security interest granted to such Senior Lender, the lien provided hereunder, but not the terms of repayment of indebtedness evidenced by the Note shall be subordinated to the extent of and as requested by such Senior Lender. Except for Permitted Liens, any security interest will be a first priority security interest in the Collateral.

3. Representations and Warranties. Debtor represents and warrants to the Secured Party that (i) Debtor is the owner of the Collateral (or, in the case of after-acquired Collateral, at the time Debtor acquires rights in the Collateral, will be the owner thereof); (ii) Debtor's rights in the Collateral constitute all requisite rights for the Debtor's business as now being conducted; and (iii) except for the indebtedness identified on Exhibit B attached hereto, the grant of security hereunder is not prohibited by and would not constitute a default under any agreement or document governing such property, rights or licenses (but only to the extent such prohibition is enforceable under applicable law), including any fixed assets that secure leased equipment under any lease or rental agreements.

4. Covenants Relating to Collateral.

(a) Debtor hereby agrees (a) to perform all acts that may be necessary to maintain, preserve, protect and adequately insure (to the extent such Collateral is tangible personal property) the Collateral; (b) without written notice to the Secured Party, not to change Debtor's name or place of business (or, if Debtor has more than one place of business, its chief executive office); and (c) to comply with all material requirements of law relating to the production, possession, operation, maintenance and control of the Collateral.

(b) The Secured Party hereby agrees (a) to file an amendment to the currently existing UCC-1 pursuant to the terms of the Security Agreement; (b) upon the Reduction, to file a subsequent amendment to such UCC filing to reflect the terms of Section 2(b) above; (c) upon the satisfaction of the Note, to file a termination of all UCC filings relating to the matter hereof; and (d) in the event of a Senior Lender pursuant to the terms of Section 2(c) above, to subordinate the Note and its security interest and to execute and deliver all documents, filings and agreements as such Senior Lender may reasonably require.

5. Debtor Remains Liable. Anything herein to the contrary notwithstanding, (i) Debtor shall remain liable under any contracts, agreements and other documents included in the

Collateral, to the extent set forth therein, to perform all of its duties and obligations thereunder to the same extent as if the Security Agreement had not been executed, (ii) the exercise by the Secured Party of any of the rights hereunder shall not release Debtor from any of its duties or obligations under such contracts, agreements and other documents included in the Collateral and (iii) Secured Party shall have no obligation or liability under any contracts, agreements and other documents included in the Collateral by reason of this Security Agreement, nor shall Secured Party be obligated to perform any of Debtor's obligations or duties thereunder or to take any action to collect to enforce any such contract, agreement or other document included in the Collateral hereunder.

6. Continuing Security Interest. Debtor agrees that the Security Agreement shall create a continuing security interest and Lien in the Collateral which shall remain in effect pursuant to the terms herein.

7. Perfection of Security Interest. Secured Party may take all steps reasonably necessary to perfect the security interest in the Collateral as granted and defined herein, including, but not limited to, the recordation and/or filing of one or more financing statements or other documents evidencing and perfecting the security interest granted hereunder. Debtor shall take any reasonable steps and execute any documents requested by Secured Party which are reasonably necessary to perfect the security interest granted hereunder.

8. Default and Remedies. Debtor shall be deemed in default under the Security Agreement upon the occurrence and during the continuance of (i) an Event of Default (as defined in the Note), and (ii) a default of the provisions of the Production Agreement. Upon the occurrence and during the continuance of any such Event of Default, and after the expiration of any applicable cure periods as set forth in Section 7 of the Note, the Secured Party shall have the rights of a secured creditor under the UCC and all rights granted by the Security Agreement and by law. In the event the Secured Party exercise its rights to remedies hereof, the proceeds from disposition of the Collateral shall be distributed to the Secured Party in accordance with the terms hereof.

9. Miscellaneous.

(a) Notices. All notices, requests, demands, consents, instructions or other communications required or permitted hereunder shall be in writing and faxed, mailed or delivered to each party at the respective addresses of the parties as set forth on the signature page hereto, or at such other address or facsimile number as the Company shall have furnished to the Lender in writing. All such notices and communications will be deemed effectively given the earlier of (i) when received, (ii) when delivered personally, (iii) one business day after being deposited with an overnight courier service of recognized standing or (iv) four days after being deposited in the U.S. mail, first class with postage prepaid.

(b) No Waiver. No failure or delay on the Secured Party's part in exercising any right hereunder shall operate as a waiver thereof or of any other right nor shall any single or partial exercise of any such right preclude any other further exercise thereof or of any other right.

(c) Amendments and Waivers. The Security Agreement may not be amended or modified, nor may any of its terms be waived, except by written instruments signed by Debtor and the Secured Party. Each waiver or consent under any provision hereof shall be effective only in the specific instances for the purpose for which given.

(d) Assignments. The Security Agreement shall be binding upon and inure to the benefit of Debtor and the Secured Party and their respective successors and assigns; provided, however, that Debtor may not sell, assign or delegate rights and obligations hereunder without the prior written consent of the Secured Party.

(e) Severability. If any provision of the Security Agreement shall be judicially determined to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(f) Counterparts. The Security Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall be deemed to constitute one instrument.

(g) Electronic Signature and Delivery. Electronic signature and delivery of this Security Agreement (whether by facsimile, email or otherwise) shall be equally effective as delivery of a manually executed tangible original of the same.

(h) Fees and Expenses. Each party shall bear their respective expenses and legal fees incurred on their behalf with respect to the Security Agreement and the transactions contemplated hereby.

(i) Attorney's Fees. If any action at law or in equity is necessary to enforce or interpret the terms of Security Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs and necessary disbursements in addition to any other relief to which such party may be entitled.


(j) Entire Agreement. The Security Agreement and each of the other Transaction Documents, taken together, constitute and contain the entire agreement of Debtor and the Secured Party and supersede any and all prior agreements, negotiations, correspondence, understandings and communications among the parties, whether written or oral, including the Original Agreement, respecting the subject matter hereof.

(k) Governing Law. The parties acknowledge that the United States, the Republic of Korea and the People's Republic of China are signatories to the UN Convention on Contracts for the International Sale of Goods ("CISG"), and that as such, the provisions of the CISG automatically apply in the absence of a disavowal of the CISG and an affirmative choice of different law. The parties hereby specifically disavow the application of the CISG as the law governing this Security Agreement and specifically choose the law of the State of California (without the CISG) to provide the law governing this Security Agreement, any claims or litigation arising out of it, or any other claims or litigation related to the transactional subject matter of this Security Agreement.

IN WITNESS WHEREOF, Debtor and Secured Party have caused this Security Agreement to be executed as of the day and year first above written.

DEBTOR:

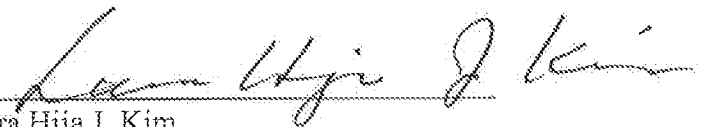
CALIFORNIA BOARD SPORTS, INC.

By: 
Tony Chen
President and Chief Executive Officer

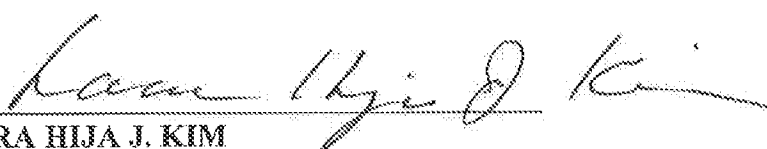
Address for Notices
California Board Sports, Inc.
5601 Palmer Way
Carlsbad, CA 92010

SECURED PARTIES:

MARINA ENTERPRISES, INC.
a South Korea Company

By: 
Laura Hija J. Kim
President

Address for Notices
Marina Enterprises, Inc.
Centum Leaders Mark 2504,
1504 Woo 2 Dong, Haengdae-Gu, Busan
S. Korea


LAURA HIJA J. KIM

Address for Notices
Laura Hija J. Kim
722 S. Oxford Avenue
Los Angeles, CA 90005

**[SIGNATURE PAGE TO AMENDED AND RESTATED
COMMERCIAL SECURITY AGREEMENT]**

EXHIBIT A

COLLATERAL

All right, title and interest of Debtor now owned or hereafter acquired in and to all personal property of Debtor, whether presently existing or hereafter created, written, produced or acquired, as follows (collectively, the "*Collateral*"):

- (a) All equipment and fixtures (including furniture, vehicles and other machinery and office equipment), together with all additions and accessions thereto and replacements therefor;
- (b) All inventory, together with all additions and accessions thereto, replacements therefor, products thereof and documents therefor;
- (c) All accounts, chattel paper, contract rights and rights to the payment of money;
- (d) All documents, books, records, files and data of the Debtor related to the business of the Debtor, including, without limitation, the Debtor's business plan and the like;
- (e) All general intangibles, including, without limitation, (i) customer and supplier lists and contracts, books and records, insurance policies, tax refunds, contracts for the purchase of real or personal property; (ii) all patents, copyrights, trademarks, trade names, service marks and other intellectual property rights, (iii) all licenses to use, applications for, and other rights to, such patents, copyrights, trademarks, trade names and service marks, and (iv) all goodwill of Debtor ((ii), (iii) and (iv), collectively, the "*Intellectual Property*");
- (f) All deposit accounts, money, instruments and documents; and
- (g) All proceeds of the foregoing (including, without limitation, whatever is receivable or received when Collateral or proceeds is sold, collected, exchanged, returned, substituted or otherwise disposed of, whether such disposition is voluntary or involuntary, including rights to payment and return premiums and insurance proceeds under insurance with respect to any Collateral, and all rights to payment with respect to any cause of action affecting or relating to the Collateral).

EXHIBIT B

OTHER INDEBTEDNESS

EXHIBIT 2

NOTICE OF RECORDATION OF THE SECURITY AGREEMENT

AMENDED AND RESTATED COMMERCIAL SECURITY AGREEMENT

This Amended and Restated Commercial Security Agreement, dated as of September 1, 2010 (the "*Security Agreement*"), is executed by California Board Sports, Inc., a California corporation ("*Debtor*"), in favor of Marina Enterprises, Inc., a South Korea company ("*Marina*"), and Laura Hija J. Kim, an individual ("*Ms. Kim*", and together with Marina, the "*Secured Party*") to that certain Secured Promissory Note dated as of the date hereof (the "*Note*").

RECITALS

WHEREAS, Debtor has executed the Note in favor of the Secured Party;

WHEREAS, in order to induce the Secured Party to extend the credit evidenced by the Note, Debtor has agreed to enter into this Security Agreement and to grant the Secured Party the security interest in the Collateral described below;

WHEREAS, the parties have entered into that certain Commercial Security Agreement dated October 5, 2006 (the "*Original Agreement*");

WHEREAS, the Debtor and Marina have entered into that certain Production Representative Agreement of even date herewith (the "*Production Agreement*");

WHEREAS, the parties to the Original Agreement desire to amend and restate the Original Agreement pursuant to Section 7.1 thereof and accept the rights and restrictions created pursuant hereto in lieu of the rights granted to them under the Original Agreement;

WHEREAS, Debtor and the Secured Party are parties to that certain Master Settlement and Mutual General Release of even date herewith (the "*Settlement Agreement*"); and

WHEREAS, certain of the obligations of the parties to the Settlement Agreement are conditioned upon the execution and delivery of this Security Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and agreements contained herein, the sufficiency of which is hereby acknowledged, the parties to the Original Agreement agree that the Original Agreement shall be superseded and replaced in its entirety by this Agreement, and all parties hereto agree as follows:

1. Definitions and Interpretation. When used in the Security Agreement, the following terms shall have the following respective meanings:

"*Collateral*" shall have the meaning given to that term in Section 2 hereof.

"*Lien*" means any lien (statutory or other), pledge, assignment or security interest.

"*Obligations*" shall mean and include (i) the outstanding Note Amount (as such term is defined in the Note) pursuant to the terms of the Note, and (ii) all payment obligations of the Debtor due under the Production Agreement.

"*Permitted Liens*" are:

- (a) Liens existing on the date of this Security Agreement, arising under this Security Agreement or Indebtedness to a Senior Lender (as set forth in Section 2(c) below);
- (b) Liens for taxes, fees, assessments or other government charges or levies;
- (c) Purchase money Liens on equipment acquired or held by Debtor incurred for financing the acquisition of the equipment;
- (d) Non-exclusive licenses or sublicenses granted in the ordinary course of Debtor's business and, with respect to any licenses where Debtor is the licensee, any interest or title of a licensor or under any such license or sublicense;
- (e) Leases or subleases entered into in the ordinary course of Debtor's business, including in connection with Debtor's leased premises or leased property; and
- (f) Liens incurred in the extension, renewal or refinancing of the indebtedness secured by Liens described in (a) through (e).

"*Transaction Documents*" shall mean this Security Agreement, the Note and all other documents, instruments and agreements executed and delivered in connection herewith or therewith or in respect of the closing of the transactions contemplated hereby or thereby.

"*UCC*" shall mean the Uniform Commercial Code as in effect in the State of California from time to time.

Unless otherwise defined herein, all terms defined in the UCC shall have the respective meanings given to those terms in the UCC.

2. Grant and Priority of Security Interest.

(a) As security for the Obligations, Debtor hereby grants to the Secured Party a security interest in and Lien on all right, title and interest of Debtor in and to the property described in Exhibit A attached hereto (collectively and severally, the "*Collateral*"), Notwithstanding the foregoing, the security interest and Lien granted herein shall not extend to, and the term "*Collateral*" shall not include, any property, rights or licenses to the extent the granting of a security interest and Lien therein (i) would be contrary to applicable law or (ii) is prohibited by or would constitute a default under any agreement or document governing such property, rights or licenses (but only to the extent such prohibition is enforceable under applicable law), including any fixed assets that secure leased equipment under any lease or rental agreements. The Lien granted hereunder shall relate back in priority to the Lien granted and perfected pursuant to the Original Agreement, it being the parties' intent that Secured Party shall suffer no loss in priority of such Lien, notwithstanding the intervening existence of any

Permitted Lien perfected or having priority from the date of perfection of such Permitted Lien after the date of perfection of the lien granted pursuant to the Original Agreement.

(b) In the event (i) the Note Amount under the Note is reduced to Two Million Two Hundred Fifty Thousand Dollars (\$2,250,000.00) prior to the Maturity Date (as such term is defined in the Note) (the "*Reduction*"), and (ii) the Debtor's current accounts receivable (0-60 days past terms of invoice), cash accounts and inventory (at book value) collectively equal or exceed Five Million Dollars (\$5,000,000), the Secured Party shall amend all existing UCC filings such that all Intellectual Property (as defined in Exhibit A attached hereto) shall be removed from the Collateral.

(c) In the event Debtor incurs any Indebtedness (as such term is defined in the Note) to a commercial lending institution (a "*Senior Lender*") requesting a senior Lien position for the security interest granted to such Senior Lender, the lien provided hereunder, but not the terms of repayment of indebtedness evidenced by the Note shall be subordinated to the extent of and as requested by such Senior Lender. Except for Permitted Liens, any security interest will be a first priority security interest in the Collateral.

3. Representations and Warranties. Debtor represents and warrants to the Secured Party that (i) Debtor is the owner of the Collateral (or, in the case of after-acquired Collateral, at the time Debtor acquires rights in the Collateral, will be the owner thereof); (ii) Debtor's rights in the Collateral constitute all requisite rights for the Debtor's business as now being conducted; and (iii) except for the indebtedness identified on Exhibit B attached hereto, the grant of security hereunder is not prohibited by and would not constitute a default under any agreement or document governing such property, rights or licenses (but only to the extent such prohibition is enforceable under applicable law), including any fixed assets that secure leased equipment under any lease or rental agreements.

4. Covenants Relating to Collateral.

(a) Debtor hereby agrees (a) to perform all acts that may be necessary to maintain, preserve, protect and adequately insure (to the extent such Collateral is tangible personal property) the Collateral; (b) without written notice to the Secured Party, not to change Debtor's name or place of business (or, if Debtor has more than one place of business, its chief executive office); and (c) to comply with all material requirements of law relating to the production, possession, operation, maintenance and control of the Collateral.

(b) The Secured Party hereby agrees (a) to file an amendment to the currently existing UCC-1 pursuant to the terms of the Security Agreement; (b) upon the Reduction, to file a subsequent amendment to such UCC filing to reflect the terms of Section 2(b) above; (c) upon the satisfaction of the Note, to file a termination of all UCC filings relating to the matter hereof; and (d) in the event of a Senior Lender pursuant to the terms of Section 2(c) above, to subordinate the Note and its security interest and to execute and deliver all documents, filings and agreements as such Senior Lender may reasonably require.

5. Debtor Remains Liable. Anything herein to the contrary notwithstanding, (i) Debtor shall remain liable under any contracts, agreements and other documents included in the

Collateral, to the extent set forth therein, to perform all of its duties and obligations thereunder to the same extent as if the Security Agreement had not been executed, (ii) the exercise by the Secured Party of any of the rights hereunder shall not release Debtor from any of its duties or obligations under such contracts, agreements and other documents included in the Collateral and (iii) Secured Party shall have no obligation or liability under any contracts, agreements and other documents included in the Collateral by reason of this Security Agreement, nor shall Secured Party be obligated to perform any of Debtor's obligations or duties thereunder or to take any action to collect to enforce any such contract, agreement or other document included in the Collateral hereunder.

6. Continuing Security Interest. Debtor agrees that the Security Agreement shall create a continuing security interest and Lien in the Collateral which shall remain in effect pursuant to the terms herein.

7. Perfection of Security Interest. Secured Party may take all steps reasonably necessary to perfect the security interest in the Collateral as granted and defined herein, including, but not limited to, the recordation and/or filing of one or more financing statements or other documents evidencing and perfecting the security interest granted hereunder. Debtor shall take any reasonable steps and execute any documents requested by Secured Party which are reasonably necessary to perfect the security interest granted hereunder.

8. Default and Remedies. Debtor shall be deemed in default under the Security Agreement upon the occurrence and during the continuance of (i) an Event of Default (as defined in the Note), and (ii) a default of the provisions of the Production Agreement. Upon the occurrence and during the continuance of any such Event of Default, and after the expiration of any applicable cure periods as set forth in Section 7 of the Note, the Secured Party shall have the rights of a secured creditor under the UCC and all rights granted by the Security Agreement and by law. In the event the Secured Party exercise its rights to remedies hereof, the proceeds from disposition of the Collateral shall be distributed to the Secured Party in accordance with the terms hereof.

9. Miscellaneous.

(a) Notices. All notices, requests, demands, consents, instructions or other communications required or permitted hereunder shall be in writing and faxed, mailed or delivered to each party at the respective addresses of the parties as set forth on the signature page hereto, or at such other address or facsimile number as the Company shall have furnished to the Lender in writing. All such notices and communications will be deemed effectively given the earlier of (i) when received, (ii) when delivered personally, (iii) one business day after being deposited with an overnight courier service of recognized standing or (iv) four days after being deposited in the U.S. mail, first class with postage prepaid.

(b) No Waiver. No failure or delay on the Secured Party's part in exercising any right hereunder shall operate as a waiver thereof or of any other right nor shall any single or partial exercise of any such right preclude any other further exercise thereof or of any other right.

(c) Amendments and Waivers. The Security Agreement may not be amended or modified, nor may any of its terms be waived, except by written instruments signed by Debtor and the Secured Party. Each waiver or consent under any provision hereof shall be effective only in the specific instances for the purpose for which given.

(d) Assignments. The Security Agreement shall be binding upon and inure to the benefit of Debtor and the Secured Party and their respective successors and assigns; provided, however, that Debtor may not sell, assign or delegate rights and obligations hereunder without the prior written consent of the Secured Party.

(e) Severability. If any provision of the Security Agreement shall be judicially determined to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(f) Counterparts. The Security Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall be deemed to constitute one instrument.

(g) Electronic Signature and Delivery. Electronic signature and delivery of this Security Agreement (whether by facsimile, email or otherwise) shall be equally effective as delivery of a manually executed tangible original of the same.

(h) Fees and Expenses. Each party shall bear their respective expenses and legal fees incurred on their behalf with respect to the Security Agreement and the transactions contemplated hereby.

(i) Attorney's Fees. If any action at law or in equity is necessary to enforce or interpret the terms of Security Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs and necessary disbursements in addition to any other relief to which such party may be entitled.


(j) Entire Agreement. The Security Agreement and each of the other Transaction Documents, taken together, constitute and contain the entire agreement of Debtor and the Secured Party and supersede any and all prior agreements, negotiations, correspondence, understandings and communications among the parties, whether written or oral, including the Original Agreement, respecting the subject matter hereof.

(k) Governing Law. The parties acknowledge that the United States, the Republic of Korea and the People's Republic of China are signatories to the UN Convention on Contracts for the International Sale of Goods ("CISG"), and that as such, the provisions of the CISG automatically apply in the absence of a disavowal of the CISG and an affirmative choice of different law. The parties hereby specifically disavow the application of the CISG as the law governing this Security Agreement and specifically choose the law of the State of California (without the CISG) to provide the law governing this Security Agreement, any claims or litigation arising out of it, or any other claims or litigation related to the transactional subject matter of this Security Agreement.

IN WITNESS WHEREOF, Debtor and Secured Party have caused this Security Agreement to be executed as of the day and year first above written.

DEBTOR:

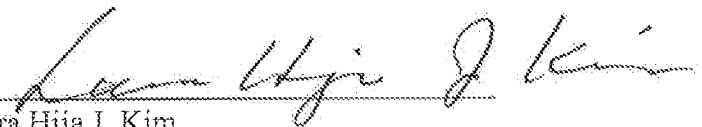
CALIFORNIA BOARD SPORTS, INC.

By: 
Tony Chen
President and Chief Executive Officer

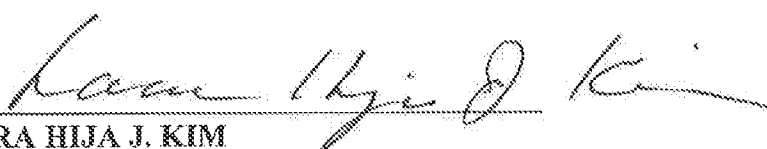
Address for Notices
California Board Sports, Inc.
5601 Palmer Way
Carlsbad, CA 92010

SECURED PARTIES:

MARINA ENTERPRISES, INC.
a South Korea Company

By: 
Laura Hija J. Kim
President

Address for Notices
Marina Enterprises, Inc.
Centum Leaders Mark 2504,
1504 Woo 2 Dong, Haengdae-Gu, Busan
S. Korea


LAURA HIJA J. KIM

Address for Notices
Laura Hija J. Kim
722 S. Oxford Avenue
Los Angeles, CA 90005

**[SIGNATURE PAGE TO AMENDED AND RESTATED
COMMERCIAL SECURITY AGREEMENT]**

EXHIBIT A

COLLATERAL

All right, title and interest of Debtor now owned or hereafter acquired in and to all personal property of Debtor, whether presently existing or hereafter created, written, produced or acquired, as follows (collectively, the "*Collateral*"):

- (a) All equipment and fixtures (including furniture, vehicles and other machinery and office equipment), together with all additions and accessions thereto and replacements therefor;
- (b) All inventory, together with all additions and accessions thereto, replacements therefor, products thereof and documents therefor;
- (c) All accounts, chattel paper, contract rights and rights to the payment of money;
- (d) All documents, books, records, files and data of the Debtor related to the business of the Debtor, including, without limitation, the Debtor's business plan and the like;
- (e) All general intangibles, including, without limitation, (i) customer and supplier lists and contracts, books and records, insurance policies, tax refunds, contracts for the purchase of real or personal property; (ii) all patents, copyrights, trademarks, trade names, service marks and other intellectual property rights, (iii) all licenses to use, applications for, and other rights to, such patents, copyrights, trademarks, trade names and service marks, and (iv) all goodwill of Debtor ((ii), (iii) and (iv), collectively, the "*Intellectual Property*");
- (f) All deposit accounts, money, instruments and documents; and
- (g) All proceeds of the foregoing (including, without limitation, whatever is receivable or received when Collateral or proceeds is sold, collected, exchanged, returned, substituted or otherwise disposed of, whether such disposition is voluntary or involuntary, including rights to payment and return premiums and insurance proceeds under insurance with respect to any Collateral, and all rights to payment with respect to any cause of action affecting or relating to the Collateral).

EXHIBIT A

Intellectual Property - Trademark Registrations






Mark	Reg. No.	Reg. Date
OSIRIS	2,174,759	07-21-1998
	2,331,264	03-21-2000
G BAG	2,518,557	12-11-2001
 OSIRIS	2,545,884	03-12-2002
	2,605,421	08-06-2002
	2,648,309	11-12-2002
OSIRIS	2,648,834	11-12-2002
OSIRIS	2,658,074	12-10-2002
D3	2,793,522	12-16-2003
OSIRIS	2,869,747	08-03-2004
OSIRIS	2,938,488	04-05-2005
	4,732,536	05-05-2015
OSIRIS	4,796,010	08-18-2015

EXHIBIT B

OTHER INDEBTEDNESS

EXHIBIT 3
BILL OF SALE

BILL OF SALE

Marina Enterprises, Inc. ("Marina") and Laura Hija J. Kim ("Kim", and collectively with Marina, the "Seller"), for good and valuable consideration, pursuant to the Amended and Restated Commercial Security Agreement dated as of September 1, 2010, and Marina, as Agent for itself and for Kim, following and as the successful bidder at a foreclosure sale held at 401 B Street, Suite 1200, San Diego, California on November 30, 2017 at 4:00 p.m. PDT, by this Bill of Sale does hereby transfer, assign and convey to Marina Enterprises, Inc. ("Buyer") all of Sellers' right, title and interest in and to all of the following assets of California Board Sports, Inc.:

- (a) All equipment and fixtures (including furniture, vehicles and other machinery and office equipment), together with all additions and accessions thereto and replacements therefor;
- (b) All inventory, together with all additions and accessions thereto, replacements therefor, products thereof and documents therefor;
- (c) All accounts, chattel paper, contract rights and rights to the payment of money;
- (d) All documents, books, records, files and data of the Debtor related to the business of the Debtor, including, without limitation, the Debtor's business plan and the like;
- (e) All general intangibles, including, without limitation, (i) customer and supplier lists and contracts, books and records, insurance policies, tax refunds, contracts for the purchase of real or personal property; (ii) all patents, copyrights, trademarks (as listed on the attached exhibit A), trade names, service marks and other intellectual property rights, (iii) all licenses to use, applications for, and other rights to, such patents, copyrights, trademarks, trade names and service marks, and (iv) all goodwill of Debtor ((ii), (iii) and (iv), collectively, the "***Intellectual Property***");
- (f) All deposit accounts, money, instruments and documents; and
- (g) All proceeds of the foregoing (including, without limitation, whatever is receivable or received when Collateral or proceeds is sold, collected, exchanged, returned, substituted or otherwise disposed of, whether such disposition is voluntary or involuntary, including rights to payment and return premiums and insurance proceeds under insurance with respect to any Collateral, and all rights to payment with respect to any cause of action affecting or relating to the Collateral).

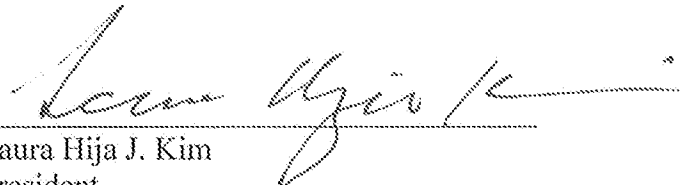
This Bill of Sale shall inure to the benefit of the parties and their respective successors and assigns. If any provision of this Bill of Sale shall be held invalid or unenforceable for any reason and to any extent, the remainder of this Bill of Sale shall not be affected, but shall be enforced to the greatest extent permitted by law.

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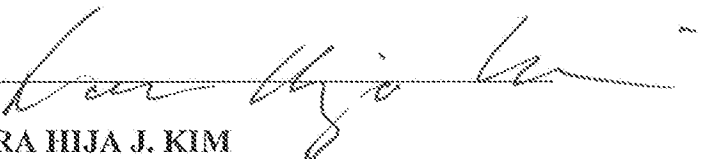
IN WITNESS WHEREOF, Seller has executed and delivered this Bill of Sale as of November 30, 2017.

SELLER:

MARINA ENTERPRISES, INC.
a South Korea Company

By: 

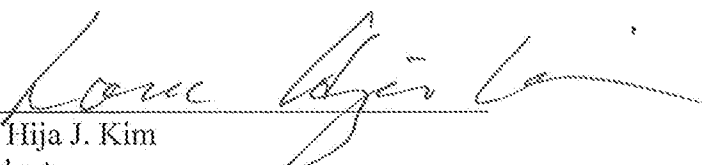
Laura Hija J. Kim
President



LAURA HIJA J. KIM

BUYER:

MARINA ENTERPRISES, INC.
a South Korea Company

By: 

Laura Hija J. Kim
President

U.S. Trademark Registrations






Mark	Reg. No.	Reg. Date
OSIRIS	2,174,759	07-21-1998
	2,331,264	03-21-2000
G BAG	2,518,557	12-11-2001
 OSIRIS	2,545,884	03-12-2002
	2,605,421	08-06-2002
	2,648,309	11-12-2002
OSIRIS	2,648,834	11-12-2002
OSIRIS	2,658,074	12-10-2002
D3	2,793,522	12-16-2003
OSIRIS	2,869,747	08-03-2004
OSIRIS	2,938,488	04-05-2005
	4,732,536	05-05-2015
OSIRIS	4,796,010	08-18-2015

EXHIBIT A

**TRADEMARK
REEL: 007418 FRAME: 0240**

Selected TM Records

Citation	Source	Class	Owner Name
<i>Design Only</i>	USPTO	9 14 18 24 28 35	CALIFORNIA BOARD SPORTS, INC.
OSIRIS	USPTO	9 14 18 24 28 35	CALIFORNIA BOARD SPORTS, INC.
OSIRIS	USPTO	25	CALIFORNIA BOARD SPORTS, INC.
OSIRIS	USPTO	9	CALIFORNIA BOARD SPORTS, INC.
AUTOBAHN	USPTO	28	AEND INDUSTRIES, INC.
OSIRIS	USPTO	14	CALIFORNIA BOARD SPORTS INC.
OSIRIS	USPTO	16	CALIFORNIA BOARD SPORTS, INC.
<i>Design Only</i>	USPTO	16	CALIFORNIA BOARD SPORTS, INC.
D3 Cross References: D 3	USPTO	25	CALIFORNIA BOARD SPORTS, INC.
<i>Design Only</i>	USPTO	9	CALIFORNIA BOARD SPORTS, INC.
G BAG	USPTO	9	CALIFORNIA BOARD SPORTS, INC.
OSIRIS	USPTO	18	CALIFORNIA BOARD SPORTS, INC.
<i>Design Only</i>	USPTO	25	CALIFORNIA BOARD SPORTS, INC.
OSIRIS	USPTO	25	CALIFORNIA BOARD SPORTS, INC.
BULLETIN BOARD	USPTO	16	THE ADVERTISER COMPANY
OSIRIS with Stacked Design CompuMark Trademark: O OSIRIS	Canada	25	California Board Sports, Inc.
OSIRIS Logo CompuMark Trademark: OSIRIS	Canada	9 16 18 28	California Board Sports, Inc.
AUTOBAHN CompuMark Trademark: AUTOBAHN	Canada	28	Aend Industries, Inc.
OSIRIS & Design CompuMark Trademark: OSIRIS	Canada	9 16 18 20 24 28	California Board Sports, Inc. (a California Corporation)

EXHIBIT A

TRADEMARK
REEL: 007418 FRAME: 0241

OSIRIS	Mexico	25	CALIFORNIA BOARD SPORTS, INC. (United States of America)
OSIRIS	Mexico	35	CALIFORNIA BOARD SPORTS, INC. (United States of America)
OSIRIS	Mexico	25	CALIFORNIA BOARD SPORTS, INC. (United States of America)
OSIRIS	Mexico	18	CALIFORNIA BOARD SPORTS, INC. (United States of America)
<i>Design Only</i>	Mexico	35	CALIFORNIA BOARD SPORTS (United States of America)
ARCADE	Mexico	28	CALIFORNIA BOARD SPORTS, INC. (United States of America)
AUTOBAHN	Mexico	28	CALIFORNIA BOARD SPORTS, INC. (United States of America)
ARCADE	Mexico	25	CALIFORNIA BOARD SPORTS, INC. (United States of America)
<i>Design Only</i>	Mexico	18	CALIFORNIA BOARD SPORTS, INC. (United States of America)
<i>Design Only</i>	Costa Rica	25	CALIFORNIA BOARD SPORTS (United States of America)
OSIRIS	Costa Rica	18	CALIFORNIA BOARD SPORTS (United States of America)
OSIRIS	Panama	25	CALIFORNIA BOARD SPORTS, INC. (United States of America)
OSIRIS	Panama	18	CALIFORNIA BOARD SPORTS, INC. (United States of America)
COPIA	Panama	18	CALIFORNIA BOARD SPORTS, INC. (United States of America)
OSIRIS USA	Argentina	18	CALIFORNIA BOARD SPORTS INC. (United States of America)
OSIRIS USA	Argentina	25	CALIFORNIA BOARD SPORTS INC. (United States of America)
OSIRIS USA	Brazil	18	CALIFORNIA BOARD SPORTS INC. (United States of America)
OSIRIS USA	Brazil	25	CALIFORNIA BOARD SPORTS INC. (United States of America)
OSIRIS	Chile	18	CALIFORNIA BOARD SPORTS, INC (United States of America) CLAUS KREBS POULSEN (Chile)
OSIRIS	Chile	25	CALIFORNIA BOARD SPORTS, INC (United States of America) CLAUS KREBS POULSEN (Chile)

EXHIBIT A

**TRADEMARK
REEL: 007418 FRAME: 0242**

OSIRIS	Colombia	25	CALIFORNIA BOARD SPORTS INC. (United States of America)
OSIRIS	Colombia	18	CALIFORNIA BOARD SPORTS INC. (United States of America)
OSIRIS	Ecuador	18	CALIFORNIA BOARD SPORTS, INC. (United States of America)
OSIRIS	Ecuador	25	CALIFORNIA BOARD SPORTS, INC. (United States of America)
OSIRIS	Paraguay	25	California Board Sports, Inc. (Unknown Applicant Country)
ANGIOGRO	Paraguay	18	CALIFORNIA BOARD SPORTS, INC. (Unknown Applicant Country)
OSIRIS	Paraguay	25	CALIFORNIA BOARD SPORTS, INC. (Unknown Applicant Country)
OSIRIS	Paraguay	18	CALIFORNIA BOARD SPORTS, INC. (United States of America)
OSIRIS	Paraguay	25	CALIFORNIA BOARD SPORTS, INC. (United States of America)
OSIRIS	Peru	18	CALIFORNIA BOARD SPORTS, INC. (United States of America)
OSIRIS	Peru	25	CALIFORNIA BOARD SPORTS, INC (United States of America)
<i>Design Only</i>	Peru	25	CALIFORNIA BOARD SPORTS, INC. (United States of America)
OSIRIS	Peru	25	CALIFORNIA BOARD SPORTS, INC. (United States of America)
OSIRIS	Peru	18	CALIFORNIA BOARD SPORT, INC. (United States of America)
OSIRIS	Peru	25	CALIFORNIA BOARD SPORT, INC. (United States of America)
OSIRIS	Uruguay	18 25	CALIFORNIA BOARD SPORTS INC. (United States of America)
OSIRIS	Venezuela	25	CALIFORNIA BOARD SPORTS, INC (United States of America)
OSIRIS	Austria	18 25	CALIFORNIA BOARD SPORTS, INC. (United States of America)
OSIRIS	Benelux	25	California Board Sports, Inc. (United States of America)
OSIRIS Original Trademark Name: OSIRIS	Bulgaria	18 25	CALIFORNIA BOARD SPORTS, INC. (United States of America)

EXHIBIT A

**TRADEMARK
REEL: 007418 FRAME: 0243**

OSIRIS	Croatia	18 25	California Board Sports, Inc., a California Corporation (United States of America)
OSIRIS	Czech Republic	25	California Board Sports, Inc. (United States of America)
<i>Design Only</i>	Czech Republic	18 25	California Board Sports, Inc. (United States of America)
OSIRIS	Denmark	18 25	California Board Sports, Inc. a corporation of the State of California (United States of America)
OSIRIS	Estonia	25	California Board Sports (United States of America)
OSIRIS	Finland	18 25	CALIFORNIA BOARD SPORTS, INC. (United States of America)
OSIRIS	France	16 18 25	CALIFORNIA BOARD SPORTS, INC., Une Société organisée selon les lois de l'Etat De Californie (United States of America)
<i>Design Only</i>	Germany	16 18 25	California Board Sports Inc. (United States of America)
OSIRIS	Germany	9 16 18 37	California Board Sports Inc. (United States of America)
OSIRIS	Germany	25	California Board Sports Inc. (United States of America)
OSIRIS	Greece	18 25	CALIFORNIA BOARD SPORTS INC (United States of America)
OSIRIS	Greece	18 25	CALIFORNIA BOARD SPORTS INC. (United States of America)
<i>Design Only</i>	Hungary	18 25	California Board Sports, Inc. (Kalifornia államban bejegyzett cég) (United States of America)
OSIRIS	Hungary	18 25	California Board Sports, Inc. (Kalifornia államban bejegyzett cég) (United States of America)
OSIRIS	Ireland - The Database includes Government of Ireland Copyright material. Government of Ireland Copyright 1988.	18 25	California Board Sports, Inc. (United States of America)
OSIRIS	Italy	18 25	CALIFORNIA BOARD SPORTS INC. (United States of America)

EXHIBIT A

OSIRIS	Poland	18 25	California Board Sports, Inc., a California Corporation (United States of America)
OSIRIS	Portugal	18 25	CALIFÓNIA BOARD SPORTS, INC (United States of America)
OSIRIS	Romania	18 25	CALIFORNIA BOARD SPORTS INC. (United States of America)
OSIRIS	Slovak Republic	18 25	California Board Sports, Inc., a California Corporation (United States of America)
OSIRIS	Slovenia	18 25	California Board Sports, Inc. (United States of America)
OSIRIS	Sweden	18 25	California Board Sports, Inc. (California Corporation) (United States of America)
OSIRIS	United Kingdom	18 25	California Board Sports, Inc. (United States of America)
<i>Design Only</i>	EU trade marks	9 14 18 24 28 35	CALIFORNIA BOARD SPORTS, INC. (United States of America)
OSIRIS	EU trade marks	16 18	CALIFORNIA BOARD SPORTS, INC. (United States of America)
<i>Design Only</i>	EU trade marks	18 25	CALIFORNIA BOARD SPORTS, INC. (United States of America)
G-BAG	EU trade marks	18	CALIFORNIA BOARD SPORTS, INC. (United States of America)
<i>Design Only</i>	China	18	CALIFORNIA BOARD SPORTS, INC. (United States of America)
OSIRIS	China	18	CALIFORNIA BOARD SPORTS, INC. (United States of America)
OSIRIS	China	25	CALIFORNIA BOARD SPORTS, INC. (United States of America)
OSIRIS	Hong Kong	18 25	CALIFORNIA BOARD SPORTS, INC. (United States of America)
OSIRIS(DE. OF A CRESCENT AND CIRCLE)	India	18	CALIFORNIA BOARD SPORTS, INC[764638] Body Incorporate (United States of America)
OSIRIS (DE. OF CRECENT AND A CIRCLE)	India	25	CALIFORNIA BOARD SPORTS, INC[764638] Body Incorporate (United States of America)

EXHIBIT A

OSIRIS	Indonesia	25	CALIFORNIA BOARD SPORTS, INC (United States of America)
OSIRIS	Indonesia	18	CALIFORNIA BOARD SPORTS, INC (United States of America)
OSIRIS	Indonesia	18	CALIFORNIA BOARD SPORTS, INC (United States of America)
OSIRIS	Indonesia	25	CALIFORNIA BOARD SPORTS, INC (United States of America)
OSIRIS Original Trademark Name: O S I R I S	Japan	25	CALIFORNIA BOARD SPORTS INC. (United States of America) カリフォルニアボ - ドスポ - ツインコ - ボレイテツド
<i>Design Only</i>	Japan	18	CALIFORNIA BOARD SPORTS INC. (United States of America) カリフォルニアボ - ドスポ - ツインコ - ボレイテツド
<i>Design Only</i>	Japan	25	CALIFORNIA BOARD SPORTS INC. (United States of America) カリフォルニアボ - ドスポ - ツインコ - ボレイテツド
<i>Design Only</i>	Japan	28	CALIFORNIA BOARD SPORTS INC. (United States of America) カリフォルニアボ - ドスポ - ツインコ - ボレイテツド

EXHIBIT A

TRADEMARK
REEL: 007418 FRAME: 0246

OSIRIS Original Trademark Name: O S I r I S	Japan	25	CALIFORNIA BOARD SPORTS INC. (United States of America) カリフォルニアボ - ドスポ - ツイ ンコ - ボレイテツド
OSIRIS Original Trademark Name: O S I r I S	Japan	18	CALIFORNIA BOARD SPORTS INC. (United States of America) カリフォルニアボ - ドスポ - ツイ ンコ - ボレイテツド
OSIRIS Original Trademark Name: O S I r I S	Japan	28	CALIFORNIA BOARD SPORTS INC. (United States of America) カリフォルニアボ - ドスポ - ツイ ンコ - ボレイテツド
OSIRIS Original Trademark Name: O S I r I S	Japan	25	CALIFORNIA BOARD SPORTS INC. (United States of America) カリフォルニアボ - ドスポ - ツイ ンコ - ボレイテツド
OSIRIS	Malaysia	18	CALIFORNIA BOARD SPORTS, INC.; (United States of America)
OSIRIS	Malaysia	25	CALIFORNIA BOARD SPORTS, INC.; (United States of America)
<i>Design Only</i>	Pakistan	18	CALIFORNIA BOARD SPORTS (United States of America)
<i>Design Only</i>	Pakistan	25	CALIFORNIA BOARD SPORTS (United States of America)
OSIRIS	Philippines	25	CALIFORNIA BOARD SPORTS, INC. (United States of America)
osiris o	Singapore	18	CALIFORNIA BOARD SPORTS, INC. (United States of America)
osiris	Singapore	25	CALIFORNIA BOARD SPORTS, INC. (United States of America)
OSIRIS	Taiwan	25	CALIFORNIA BOARD SPORTS INC. (United States of America)
<i>Design Only</i>	Vietnam	25	CALIFORNIA BOARD SPORTS, INC. (United States of America)
OSIRIS	Vietnam	25	CALIFORNIA BOARD SPORTS, INC. (United States of America)
OSIRIS	International Register	25	California Board Sports, Inc. (United States of America)
OSIRIS	International Register	25	California Board Sports, Inc. (United States of America)

EXHIBIT A

TRADEMARK
REEL: 007418 FRAME: 0247

EXHIBIT 4

NOTICE OF NON-RECORDATION

EXHIBIT 5
NOTICE OF DISSOLUTION



Secretary of State
Certificate of Dissolution
(California Stock Corporation ONLY)

DISS STK

FILED ^{TAW}
Secretary of State
State of California

JAN 06 2020

IMPORTANT — Read instructions before completing this form.

There is No Fee for filing a Certificate of Dissolution - Stock

Copy Fees — First page \$1.00; each attachment page \$0.50;
Certification Fee - \$5.00 plus copy fees

This Space For Office Use Only

1. Corporate Name (Enter the exact name of the Corporation as it is recorded with the California Secretary of State.)
CALIFORNIA BOARD SPORTS, INC

2. 7-Digit Secretary of State File Number

C1843685

3. Election

The dissolution was made by a vote of ALL of the shareholders of the California corporation.

Note: If the above box is not checked, a Certificate of Election to Wind Up and Dissolve (Form ELEC STK) must be filed prior to or together with this Certificate of Dissolution. (California Corporations Code section 1901.)

4. Debts and Liabilities

(Check the applicable statement. Only one box may be checked. If second box is checked, must include the required information in an attachment.)

The known debts and liabilities have been actually paid or paid as far as its assets permitted.

The known debts and liabilities have been adequately provided for in full or as far as its assets permitted by their assumption. Included in the attachment to this certificate, incorporated herein by this reference, is a description of the provisions made and the name and address of the person, corporation or government agency that has assumed or guaranteed the payment, or the depository institution with which deposit has been made.

The corporation never incurred any known debts or liabilities.

5. Required Statements (Do not alter the Required Statements — ALL must be true to file Form DISS STK.)

- a. The Corporation has been completely wound up and is dissolved.
- b. All final returns required under the California Revenue and Taxation Code have been or will be filed with the California Franchise Tax Board.
- c. The known assets have been distributed to the persons entitled thereto or the corporation acquired no known assets.

6. Read, Verify, Date and Sign Below (See Instructions for signature requirements.)

The undersigned is the sole director or a majority of the directors now in office. I declare under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of my own knowledge.

12-27-19

Date

Signature

TONY CHEN

Type or Print Name

12-29-19

Date

Signature

TONY MAGNUSSON

Type or Print Name

12-29-19

Date

Signature

BRIAN REID

Type or Print Name