

Form PTO-1594

RE



U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

(Rev. 10/02)

OMB No. 0651-0027 (exp. 6/30/2005)

102543517

Tab settings

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Rugged Shark, LLC

REG-14-03

- Individual(s)
- General Partnership
- Corporation-State
- Other Limited Liability Company
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: 8/14/03

2. Name and address of receiving party(ies)

Name: Spectrum Financial Corporation

Internal

Address:

Street Address: 625 N. Flagler Dr., Suite 400

City: West Palm Beach State: FL Zip: 33401

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State Florida
- Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s) 2,345,268

2,129,148

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Spectrum Financial Corporation

Internal Address:

Street Address: 625 N. Flagler Dr., Suite 400

City: West Palm Beach State: FL Zip: 33401

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 3.41).....\$ 65.00

- Enclosed (**Paid**)
- Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

Jonathan Werman

Name of Person Signing

Signature

8/14/03

Date

14

Total number of pages including cover sheet, attachments, and document:

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

Form PTO-1594
(Rev. 10/02)
OMB No. 0651-0027 (exp. 6/30/2005)
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RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Rugged Shark, LLC

3.18.03

- Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State
 Other Limited Liability Company

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment Merger
 Security Agreement Change of Name
 Other

Execution Date: 3/11/03

2. Name and address of receiving party(ies)

Name: Spectrum Financial Corporation

Internal
Address: _____

Street Address: 625 N. Flagler Dr., Suite 400

City: West Palm Beach State: FL Zip: 33401

- Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State Florida
 Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
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DO NOT USE THIS SPACE

9. Signature.

Jonathan Werman

Name of Person Signing



Signature

3/11/03

Date

Total number of pages including cover sheet, attachments, and document: 3

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

FINANCE SECTION
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03/19/2003 LUMELER 00000172 2345268

01 FC:0521
02 FC:0522

40.00 BP
25.00 BP

TRADEMARK
REEL: 002817 FRAME: 0558

SPECTRUM FINANCIAL CORPORATION
FACTORING AGREEMENT

Date:

3/11/03

From: RUGGED SHARK, LLC
4701 N. Federal Highway, # 485
Lighthouse Point, FL 33064

To: SPECTRUM FINANCIAL CORPORATION
625 North Flagler Drive, Suite 400
West Palm Beach, Florida 33401

Gentlemen:

Upon your written acceptance, to be noted at the foot of this Agreement, the following will state the terms and conditions under which you are to act as our sole factor:

1. **APPOINTMENT AND SALE OF ACCOUNTS:** We hereby appoint you our sole factor, and hereby sell and assign to you, making you absolute owner thereof, all of our accounts, contract rights, notes, bills, acceptances and all other obligations to us (hereinafter referred to as "Receivables") for the payment of money, in cash or in kind, together with all proceeds thereof, all security and guarantees therefor, and all of our rights to the goods and property represented thereby. You shall have all the rights of an unpaid seller or provider of the goods or services, the sale or rendering of which gives rise to each Receivable, including the rights of stoppage in transit, reclamation and replevin. Upon each sale of goods or rendering of services, we shall execute and deliver to you such confirmatory assignments of our Receivables as you may require, in form and manner satisfactory to you, together with copies of invoices, all shipping or delivery receipts, and such other proof of sale and delivery or performance as you may, at any time or from time to time, require to effect collection of our Receivables. We shall make appropriate notations upon our books and records indicating the sale and assignment of our Receivables to you. All invoices or other statements to our customers concerning Receivables shall clearly state, in language satisfactory to you, that each such Receivable has been sold and assigned to you and is payable to you and to you only. Copies of Receivables sold and assigned to you shall also bear this language. If we fail for any reason to provide you with copies of invoices (or other necessary documentation requested) for a Factored Receivable or proof of shipment or delivery within a reasonable period of time after request by you, which will mean within thirty (30) days or less, for any Factored Receivable for which you have granted Credit Approval (as hereinafter defined), such Credit Approval shall automatically be withdrawn and you shall have no liability with respect to such Factored Receivable. Each invoice shall bear the terms of sale and if any change is made from the original terms of sale without your prior written consent, you shall have the right to withdraw your Credit Approval. You reserve the right to mail original invoices to the Customers at our expense; however, mailing, sending or delivery by you of a bill or invoice shall not be deemed to be any representation by you with respect thereto. During the term of this Agreement, we agree not to sell, negotiate, pledge, assign or grant any security interest in any or all of our Receivables to anyone other than you. If we are or become engaged in finishing or improving goods, we agree, notwithstanding any credit approval you may have given on the customer(s) involved, to assert promptly, at our expense and upon your demand, any lien rights provided by law on goods in our possession. We will remit to you the proceeds of sale of such goods to satisfy the amounts owed to you by the owner of the goods. It is understood that your credit approval is limited to the net amount of the customer's obligation after the sale and disposition of such goods.

RUGGED SHARK, LLC

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TRADEMARK
REEL: 002817 FRAME: 0559

4. CLIENT RISK RECEIVABLES: Any sale of goods or rendering of services by us for which we have not received written Credit Approval, or for which Credit Approval has been withdrawn or revoked, shall be known as a "Client Risk Receivable." Any Client Risk Receivable(s) assigned to and purchased by you are with recourse to us and at our sole credit risk. You shall have the right to charge back to our account the amount of such Client Risk Receivable(s) at any time and from time to time, either before or after maturity. We agree to pay you on demand the full amount thereof, and, failing to do so, we agree to pay all expenses incurred by you up to the date of such payment in attempting to collect or enforce payment of such Receivable(s). However, in no event shall you have any credit risk on the first one hundred dollars (\$100) of any Receivable, notwithstanding the fact that such Receivable has been credit approved by you. For purposes of determining your credit risk hereunder, the Receivable balance due you from any given customer shall be calculated as the aggregate amount owed by that customer less any credits to which such customer may be entitled, and is not to be construed to mean individual invoices owed by that customer.

5. PURCHASE PRICE:

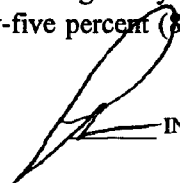
(a) The purchase price you shall pay to us for each Receivable shall equal the Net Invoice Amount (as hereafter defined) thereof less your factoring commission, as specified below. As used herein, the term "Net Invoice Amount" means the gross invoice amount of the Receivable, less returns (whenever made), all selling discounts (at your option calculated on shortest terms) made available or extended to our customer, whether taken or not, and credits or deductions of any kind allowed or granted to or taken by the customer at any time. Unless specifically shown on the invoice sold and assigned to you, no discount, credit, allowance, or deduction with respect to any Receivable shall be granted, or approved, by us to any customer without your prior written consent.

(b) The purchase price (as computed above), less (i) any reasonable reserves or credit balance that you, in your sole discretion, determine to hold, (ii) moneys remitted, paid, or otherwise advanced by you to us or for our account (including any amounts which you may be obligated to pay in the future), and (iii) any other charges to our account provided for by this Agreement, shall be payable by you to us on the date of collection. Moneys shall be deemed to have been collected on the date of receipt thereof by you plus five (5) business days for clearing.

(c) You shall be entitled to withhold a reserve of sums otherwise due us, and may revise the amount of such reserve at any time and from time to time if you deem it necessary to do so in order to protect your interests. Furthermore, at your request, we shall maintain a credit balance ("credit balance" or "reserve" shall be defined for purposes of this subparagraph 5(c) as credit for amounts due us and not a "cash balance") with you in such amount as you determine to be commensurate with the volume and character of the business conducted by us and sufficient to protect you against all possible returns, claims of our customers, indebtedness owing by us to you, or any other contingencies. We shall pay you any debit balance in our account on demand.

(d) In your sole discretion, in accordance with the terms of this Agreement, you may from time to time advance to us, against the purchase price of Receivables purchased by you hereunder, sums up to eighty-five percent (85%) of the aggregate purchase price of Receivables outstanding at the time any such advance is made, less: (1) Any such Receivables that are in dispute; (2) Any such Receivables that are not credit approved; and (3) Any fees, actual or estimated, that are chargeable to our reserve account. Unless otherwise specified in any promissory note, or loan or other agreement, executed in connection with such advance, any such advance shall be payable on demand and shall bear interest at the rate set forth in subparagraph (e) below from the date such advance is made until the date you would otherwise be obligated hereunder to pay the purchase price of the Receivable(s) against which such advance was made.

(e) Interest upon the daily net balance of any moneys remitted, paid, advanced or otherwise charged to us or for our account before the payment date (including any advance made pursuant to subparagraph 5(d) above), and interest applicable to the charges or to the expenses referred to in this Agreement, shall be charged to our reserve account as of the last day of each month at a rate the greater of five percent (5.00%) per annum or: (i) As to average daily advances against the purchase price of Receivables purchased by you, that do not exceed the amount eighty-five percent (85%) specified in

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paragraph 5 (d) above, interest shall be charged at one and one-half percent (1.50%) above the rate of interest designated by The Wall Street Journal as the "Prime Rate" or "Base Rate," as the case may be; (ii) As to average daily advances against the purchase price of Receivables purchased by you that exceed the amount eighty-five percent (85%) specified in paragraph 5 (d) above, interest shall be charged at one and three-quarters percent (1.75%) per annum above the rate of interest designated by The Wall Street Journal as the "Prime Rate" or "Base Rate", as the case may be. If, during any month, our reserve account or credit balance, subject to the terms and conditions of this Agreement, shall be in a net credit balance (i.e., the reserve or credit balance exceeds outstanding Receivables), then you agree to credit our reserve account as of the last day of each month with interest at a rate equal to four percent (4.00%) below the rate of interest designated by The Wall Street Journal as the "Prime Rate" or "Base Rate," as the case may be. All such interest shall be computed for the actual number of days elapsed on the basis of year consisting of 360 days. Any adjustment in your interest rate, whether downward or upward, will become effective on the first day of the month following the month in which the prime rate of interest is reduced or increased. HOWEVER, in no event shall the rate of interest agreed to or charged to us hereunder exceed the maximum rate of interest permitted to be agreed to or charged to us under applicable law. IT IS THE INTENTION OF THE PARTIES HERETO NOT TO MAKE ANY AGREEMENT VIOLATIVE OF THE LAWS OF THE STATE OF FLORIDA OR THE UNITED STATES RELATING TO USURY. IN NO EVENT, THEREFORE, SHALL ANY INTEREST DUE HEREUNDER BE AT A RATE IN EXCESS OF THE HIGHEST LAWFUL RATE, i.e., IN NO EVENT SHALL YOU CHARGE OR SHALL WE BE REQUIRED TO PAY ANY INTEREST THAT, TOGETHER WITH ANY OTHER CHARGES HEREUNDER THAT MAY BE DEEMED TO BE IN THE NATURE OF INTEREST, HOWEVER COMPUTED, EXCEEDS THE MAXIMUM LAWFUL RATE OF INTEREST ALLOWABLE UNDER THE LAWS OF THE STATE OF FLORIDA AND/OR OF THE UNITED STATES. SHOULD ANY PROVISION OF THIS AGREEMENT OR ANY OTHER AGREEMENT BETWEEN US BE CONSTRUED TO REQUIRE THE PAYMENT OF INTEREST THAT EXCEEDS SUCH MAXIMUM LAWFUL RATE, ANY SUCH EXCESS SHALL BE AND IS EXPRESSLY HEREBY WAIVED BY YOU. SHOULD ANY EXCESS INTEREST IN FACT BE PAID, SUCH EXCESS SHALL BE DEEMED TO BE A PAYMENT OF THE PRINCIPAL AMOUNT OF OUTSTANDING INDEBTEDNESS OWING BY US TO YOU AND SHALL BE APPLIED TO SUCH PRINCIPAL.

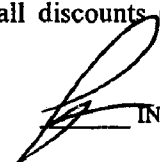
6. FACTORING COMMISSIONS.

(a) For your services hereunder, we shall pay and you shall be entitled to receive a factoring commission equal to one percent (1.00%) of the gross Invoice Amount of each Receivable, which commission shall be due and payable to you on the date such Receivable arises, even if we should fail to assign any such Receivable to you. Factoring commissions shall be chargeable to our account with you. You shall be entitled to receive a surcharge equal to two percent (2.00%) of the gross Invoice Amount of all Receivables arising out of our sales to Debtors-In-Possession or special account relationships. The minimum factoring commission on each invoice or credit memo shall be Five Dollars (\$5.00).

(b) Your commission, specified in paragraph 6(a) above, is based upon our maximum selling terms of net sixty (60) days, and no more extended terms or additional dating will be granted by us to any customer without your prior written approval. If and when such extended terms or additional dating are given to our customers, your commission with respect to the Receivables represented thereby shall be increased by twenty-five percent (25%) for each 30 days, or portion thereof, of extended or additional dating.

(c) The minimum aggregate factoring commissions payable under this Agreement for each contract year (which shall mean each consecutive twelve (12) month period commencing upon the date of this Agreement) hereof shall be Eighteen Thousand Dollars (\$18,000), which shall be payable at the rate of Fifteen Hundred Dollars (\$1,500) per month. To the extent of any deficiency (after giving effect to commissions payable under the foregoing subparagraphs), the difference between the minimum and the amount already charged shall be chargeable to our account with you.

7. STATEMENT OF ACCOUNT: Once each month you shall render a statement (Client Ledger) to us with respect to the Receivables purchased by you during the previous month, any advances made by you, collections received by you, and charges made to our account under this Agreement. Our account shall be charged with all discounts (at your option,

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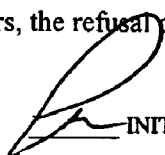
any security and guarantees therefor, in the goods and property represented thereby, in all of our books and records relating to the forgoing, and in all reserves, credit balances, sums of money at any time to our credit with you, and any of our property at any time in your possession. We hereby irrevocably authorize and direct you to charge at any time to our account any Obligations, and to pay any Obligations owing by us to your parent, subsidiaries or affiliates, by so charging our account. We agree to execute financing statements and any and all other instruments and documents that may now or hereafter be provided for by the Uniform Commercial Code or other law applicable thereto reflecting security interests granted to you hereunder. We hereby appoint you as our attorney-in-fact and authorize you to sign such financing statements on our behalf as debtor or to file such financing statements without our signature, signed only by you as secured party. We shall be liable for, and you may charge our account with, all reasonable costs and expenses of filing such financing statements (including any filing or recording taxes), making lien searches, and any attorney's fees and expenses that may be incurred by you in perfecting, protecting, preserving, or enforcing your security interests and rights hereunder.

10. TERM: This Agreement shall continue in full force and effect for a period of one (1) year from the date hereof and shall be deemed renewed from year to year thereafter unless we give you notice in writing, by registered or certified mail, not less than thirty (30) and not more than sixty (60) days prior to the expiration of the original term of this Agreement (or any renewal term thereof) of our intention to terminate this Agreement as of the end of such term. You may terminate this Agreement at any time upon thirty (30) days prior written notice to us. Notwithstanding the foregoing, if we become insolvent or unable to meet our debts as they mature, fail, close, suspend, or go out of business, commit an act of bankruptcy, file or become the subject of a petition under the Bankruptcy Act or law permitting the appointment of a receiver, liquidator, conservator, or similar functionary, or in the event you declare a breach of this Agreement, or determine that we are in default under this Agreement or any other agreement with you (or your parent, subsidiaries or affiliates), or any Obligation to you, or if there is a change (by death or otherwise) in our principal stockholders or owners, or if any event shall occur that you, in your reasonable judgment, determine might have a material adverse effect on our business or financial condition, and/or we make any misrepresentation to you in connection with this Agreement (or any other agreement to which we are parties) or any transaction related hereto (or thereto), then, notwithstanding the foregoing, you shall have the right to terminate this Agreement at any time without notice. In the event you elect to terminate this Agreement, and your decision to do so is a result of a breach of this Agreement by us, then, notwithstanding any other provisions contained herein, you shall be entitled to charge our account, and we agree to pay to you, the monthly minimum factoring fee specified in paragraph 6(c) herein for the later of ninety (90) days from the effective date of termination or until any and all of our indebtedness to you pursuant to this Agreement shall have been paid in full. Your rights and our Obligations arising out of transactions having their inception prior to the termination date shall not be affected by any termination or notice thereof. Termination of this Agreement shall not terminate, extinguish, or remove any liens or security interests granted to you hereunder until we have fully paid and discharged any and all of our Obligations to you, and we shall continue to furnish to you confirmatory assignments and schedules of Receivables previously assigned to you and all proceeds in respect thereof. After the giving of any notice of termination hereunder, and until the full liquidation of our account, we shall not be entitled to receive any payments from you. From and after the effective date of termination, all amounts charged or chargeable to our account hereunder, and all our Obligations due you, shall become immediately due and payable without further notice or demand.

11. DELETED.

12. MISCELLANEOUS:

(a) Any goods rejected or returned by any customer shall be your property held by us in trust for you separate and apart from any other goods, and, upon your demand and in accordance with your instructions, shall forthwith be delivered to you or disposed of by us without charge to you, with the proceeds of such disposition to be remitted promptly to you. We shall promptly report to you, in writing, all disputes and claims made by our customers, the refusal of any services,

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and the rejection or return of or offer to return any goods, and we will promptly and diligently prosecute, defend or settle all such claims and disputes at our expense. WE AGREE TO PREPARE AND ASSIGN TO YOU ALL CREDIT MEMOS TO WHICH OUR CUSTOMERS HAVE BECOME ENTITLED SINCE THE DATE OF OUR LAST ASSIGNMENT, and our failure to do so entitles you to charge our account with any expenses incurred by you as a result. As absolute owner of each Receivable, you may, in your sole discretion, enforce, effect any compromise regarding settlement, or adjust any Receivable, in your name or ours, without affecting or limiting our Obligations due you under this Agreement, whether or not any such Receivable shall have been charged back to us. You reserve the right at any time to charge back to our account the full amount of the Receivable(s) involved in any claim, dispute, rejection, or return asserted or made by our customers, and we agree to pay you upon demand the full amount thereof. The chargeback to our account of the amount of any such Receivable shall not be deemed a reassignment to us, and title thereto and to the proceeds thereof, all security and guarantees therefor, and our interest in the goods represented thereby shall remain in you. We shall indemnify you for, and hold you harmless against, any loss, liability, claim or expense of any kind arising from any claims of, or disputes with, our customers as to terms, price, quality, quantity, or otherwise, relating to any Receivable, including any claim for return or reimbursement of any payments therefor. We agree to notify you promptly when a customer asserts a dispute or claim of any kind, and upon your notice to us of a customer dispute or claim, we agree to contact the customer promptly to effect a resolution of such dispute or claim.

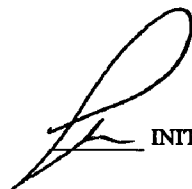
(b) If any check, draft, note, acceptance, cash collection or payment in any form is received by us on any Receivable, WE SHALL IMMEDIATELY TRANSMIT AND DELIVER IT TO YOU IN THE FORM RECEIVED, and our failure to do so entitles you to charge our account with any expenses incurred by you as a result. Until our delivery of each such payment to you, it shall be held by us in trust for you. We agree that you, and any such person or entity as you may from time to time designate, shall have the right to sign and/or endorse our name on all remittances and all papers, bills of lading, receipts, instruments and documents relating to the Receivables and the transactions between us. You shall have the right to deposit any checks or other remittances received on Receivables regardless of notations or conditions placed thereon by our customers or deductions reflected thereby and to charge the amount of any such deduction to our account.

(c) In the event a sales or excise tax is levied by State or Federal authorities, in such form that you are required to pay a tax on sales represented by any Receivable(s), we agree to reimburse you for the full amount of taxes payable and agree that all such amounts may be charged to our account.

(d) We agree to keep proper books of record and accounts in accordance with sound and accepted accounting practices, which books shall at all times be open to inspection by you. You and such accountant or other agents as you may from time to time designate shall have the right, at our expense, to visit and inspect our properties, assets and books, and to discuss our affairs, finances and accounts with our officers and employees at such reasonable times as you may designate, and to make and take away copies of our records. We agree to do all things necessary or appropriate to permit you to fully exercise your rights under this Paragraph. We also agree to make available to you from time to time, upon your request, copies of financial statements prepared by an accountant acceptable to you. Unless specifically waived in writing, such financial statements are to be provided to you on a quarterly basis.

(e) Your failure at any time to insist upon performance of any term or provision of this Agreement shall not be deemed a waiver of any right reserved to you, and the waiver of one provision shall not be deemed to be a waiver of any other provision.

(f) This Agreement is our complete and final agreement, reflects our mutual understanding, supersedes any prior agreement or understanding between us, and may not be modified or amended orally. We acknowledge that, but for the promises and representations expressly contained in this Agreement, no other promise or representation of any kind has been made to us to induce us to execute this Agreement. Furthermore, we acknowledge that if any such promise or representation has been made, we have not relied upon it in deciding to enter into this Agreement.

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Int. Cl.: 25

Prior U.S. Cls.: 22 and 39

Reg. No. 2,345,268

United States Patent and Trademark Office

Registered Apr. 25, 2000

**TRADEMARK
PRINCIPAL REGISTER**

RUGGED SHARK

**RUGGED FOOTWEAR COMPANY (FLORIDA
CORPORATION)
4701 N. FEDERAL HIGHWAY
LIGHTHOUSE POINT, FL 33064**

**FOR: CLOTHING, NAMELY, T-SHIRTS,
POLO SHIRTS, CASUAL SHIRTS, CAPS,
SOCKS, AND SHORTS, IN CLASS 25 (U.S. CLS.
22 AND 39).**

**FIRST USE 5-0-1996; IN COMMERCE
5-0-1996.**

**OWNER OF U.S. REG. NO. 2,129,148.
NO CLAIM IS MADE TO THE EXCLUSIVE
RIGHT TO USE "RUGGED", APART FROM
THE MARK AS SHOWN.**

SER. NO. 75-694,788, FILED 4-30-1999.

RADHIKA RAJU, EXAMINING ATTORNEY

Int. Cl.: 25

Prior U.S. Cls.: 22 and 39

Reg. No. 2,129,148

United States Patent and Trademark Office

Registered Jan. 13, 1998

**TRADEMARK
PRINCIPAL REGISTER**

RUGGED SHARK

**RUGGED FOOTWEAR COMPANY (FLORIDA CORPORATION)
4701 N. FEDERAL HIGHWAY - SUITE 405
LIGHTHOUSE POINT, FL 33064**

FIRST USE 5-0-1996; IN COMMERCE 8-0-1996.

NO CLAIM IS MADE TO THE EXCLUSIVE RIGHT TO USE "RUGGED", APART FROM THE MARK AS SHOWN.

FOR: FOOTWEAR, NAMELY, HIKING BOOTS AND MOUNTAINEERING BOOTS, IN CLASS 25 (U.S. CLS. 22 AND 39).

SER. NO. 75-262,828, FILED 3-24-1997.

TERESA M. RUPP, EXAMINING ATTORNEY