

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Split IP LLC		06/29/2012	LIMITED LIABILITY COMPANY: TEXAS
RECEIVING PARTY DATA			
Name:	Sun Gloss Limited		
Street Address:	1000 Wilshire Blvd., Suite 1500		
Internal Address:	c/o Buchalter Nemer, APC		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90017		
Entity Type:	COMPANY: BRITISH VIRGIN ISLANDS		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2861834	SPLIT	
Registration Number:	3508068	SPLIT	
Registration Number:	3847572	SPLIT	
CORRESPONDENCE DATA			
Fax Number:	2136305745		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	2138915031		
Email:	trademark@buchalter.com		
Correspondent Name:	Jessie K. Reider, CA Bar No. 237,113		
Address Line 1:	1000 Wilshire Blvd., Suite 1500		
Address Line 2:	Buchalter Nemer, APC		
Address Line 4:	Los Angeles, CALIFORNIA 90017		
ATTORNEY DOCKET NUMBER:	S5277-0001		

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NAME OF SUBMITTER:	Jessie K. Reider, CA Bar No. 237,113
Signature:	/jkr/
Date:	08/29/2012
<b>Total Attachments: 8</b> source=Split Security Interest#page1.tif source=Split Security Interest#page2.tif source=Split Security Interest#page3.tif source=Split Security Interest#page4.tif source=Split Security Interest#page5.tif source=Split Security Interest#page6.tif source=Split Security Interest#page7.tif source=Split Security Interest#page8.tif	

## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of June 29, 2012, is made by and between Sun Gloss Limited, a British Virgin Islands company (the "Secured Party"), and Split IP LLC, a Texas limited liability company (the "Debtor"). Any capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Purchase Agreement (defined below).

### RECITALS

The Debtor and the Secured Party are parties to a Trademark Purchase Agreement dated as of June 29, 2012 (as the same may hereafter be amended, supplemented or restated from time to time, the "Purchase Agreement").

As a condition to the Purchase Agreement, the Secured Party has required the execution and delivery of this Agreement by the Debtor.

ACCORDINGLY, in consideration of the mutual covenants contained in the Purchase Agreement and herein, the parties hereby agree as follows:

1. Definitions. All terms defined in the Recitals hereto or in the Agreement that are not otherwise defined herein shall have the meanings given to them therein. In addition, the following terms have the meanings set forth below:

"Asset" means the Trademarks, the Domain Name, the Canadian License and the Designs.

"Designs" means the Designs as defined in the Purchase Agreement.

"Domain Name" means the Domain Name as defined in the Purchase Agreement, and any domain name that includes any element of the Trademarks.

"Obligations" means each and every debt, liability and obligation of every type and description arising under or in connection with the Purchase Agreement and the Secured Promissory Note (the "Note") of even date herewith from Debtor in favor of Secured Party.

"Security Interest" has the meaning given in Section 2.

"Trademark" means all of the Debtor's right, title and interest in and to the trademarks set forth on Exhibit A hereto (and any future trademarks and/or trademark applications or registrations that are similar to or include any elements of the Trademarks), and any form or formative or derivative thereof, and all design marks used in conjunction therewith, and all of the goodwill associated with all of the foregoing.

2. Security Interest. The Debtor hereby irrevocably pledges and assigns to, and grants the Secured Party a security interest (the "Security Interest"), with power of sale to the

extent permitted by law, in the Assets to secure payment of the Obligations. All of the terms and conditions of this Agreement are nonrecourse obligations of Debtor.

3. Representations, Warranties and Agreements. The Debtor represents, warrants and agrees as follows:

(a) *No Sale*. Debtor will not assign, transfer, encumber or otherwise dispose of the Assets or any interest therein.

(b) *Defense*. The Debtor will at its own expense and using commercially reasonable efforts, protect and defend the Assets against all claims or demands of all persons.

(c) *Maintenance*. The Debtor will at its own expense maintain the Assets to the extent reasonably advisable in its business including, but not limited to, filing all applications to obtain trademark registrations and all affidavits, maintenance fees, annuities, and renewals possible with respect to trademark registrations and applications therefor. The Debtor covenants that it will not abandon nor fail to pay any maintenance fee or annuity due and payable on any Assets, nor fail to file any required affidavit or renewal in support thereof, without first providing the Secured Party: (i) sufficient written notice, of at least 30 days, to allow the Secured Party to timely pay any such maintenance fees or annuities which may become due on any Assets, or to file any affidavit or renewal with respect thereto, and (ii) a separate written power of attorney or other authorization to pay such maintenance fees or annuities, or to file such affidavit or renewal, should such be necessary or desirable. The Debtor covenants that it will not enter into agreements or take any actions that will devalue the Assets.

(d) *Secured Party's Right to Take Action*. If the Debtor fails to perform or observe any of its covenants or agreements set forth in this Section 3, and if such failure continues for a period of ten (10) calendar days after the Secured Party gives the Debtor written notice thereof, or if the Debtor notifies the Secured Party that it intends to abandon the Assets, the Secured Party may (but need not) perform or observe such covenant or agreement or take steps to prevent such intended abandonment on behalf and in the name, place and stead of the Debtor (or, at the Secured Party's option, in the Secured Party's own name) and may (but need not) take any and all other actions which the Secured Party may reasonably deem necessary to cure or correct such failure or prevent such intended abandonment.

(e) *Costs and Expenses*. Except to the extent that the effect of such payment would be to render any loan or forbearance of money usurious or otherwise illegal under any applicable law, the Debtor shall pay the Secured Party on demand the amount of all moneys expended and all costs and expenses (including reasonable attorneys' fees and disbursements) incurred by the Secured Party in connection with or as a result of the Secured Party's taking action under subsection (e) or exercising its rights under Section 6, together with interest thereon at the legal rate from the date expended or incurred by the Secured Party.

(f) *Power of Attorney*. To facilitate the Secured Party's taking action under subsection (d) and exercising its rights under Section 6, the Debtor hereby irrevocably appoints (which appointment is coupled with an interest) the Secured Party, or its delegate, as the attorney-in-fact of the Debtor with the right (but not the duty) from time to time to create,

prepare, complete, execute, deliver, endorse or file, in the name and on behalf of the Debtor, any and all instruments, documents, applications, financing statements, and other agreements and writings required to be obtained, executed, delivered or endorsed by the Debtor under this Section 3, or necessary for the Secured Party, after an Event of Default, to enforce or use the Assets or to grant or issue any exclusive or non-exclusive license under the Assets to any third party, or to sell, assign, transfer, pledge, encumber or otherwise transfer title in or dispose of the Assets to any third party. The Debtor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. The power of attorney granted herein shall terminate upon the payment of the Note.

4. Debtor's Use of the Assets. The Debtor shall be permitted to control and manage the Assets, including the right to exclude others from making, using or selling items covered by the Assets and any licenses thereunder, in the same manner and with the same effect as if this Agreement had not been entered into, so long as no Event of Default occurs and remains uncured. It is expressly understood that in connection with Debtor's control over the Assets, Debtor shall retain full discretion as to whether or not to initiate action against a potential infringer and a decision to refrain from confrontation shall not be considered an Event of Default.

5. Events of Default. Each of the following occurrences shall constitute an event of default under this Agreement (herein called "Event of Default"): (a) a material breach of Debtor's obligations under the Purchase Agreement or a Default, as defined in the Note, shall occur; or (b) the Debtor shall fail promptly to observe or perform any covenant or agreement herein binding on it; or (c) any of the representations or warranties contained in Section 3 shall prove to have been incorrect in any material respect when made.

6. Remedies. Upon the occurrence of an Event of Default and at any time thereafter, the Secured Party may, at its option, take any or all of the following actions:

- (a) The Secured Party may take title to the Assets.
- (b) The Secured Party may take an assignment and transfer from Debtor of all rights, title and interest under any license agreements entered into by Debtor, including the Canadian License.
- (c) The Secured Party may exercise any or all remedies available under Uniform Commercial Code.
- (d) The Secured Party may sell, assign, transfer, pledge, encumber or otherwise dispose of the Assets.
- (e) The Secured Party may enforce the Assets and any licenses thereunder, and if Secured Party shall commence any suit for such enforcement, the Debtor shall, at the request of Secured Party, do any and all lawful acts and execute any and all proper documents required by Secured Party in aid of such enforcement.

Debtor shall fully cooperate with Secured Party in Secured Party's enforcement of any or all of the remedies described herein.

7. Miscellaneous. This Agreement can be waived, modified, amended, terminated or discharged, and the Security Interest can be released, only explicitly in a writing signed by the Secured Party. A waiver signed by the Secured Party shall be effective only in the specific instance and for the specific purpose given. Mere delay or failure to act shall not preclude the exercise or enforcement of any of the Secured Party's rights or remedies. All rights and remedies of the Secured Party shall be cumulative and may be exercised singularly or concurrently, at the Secured Party's option, and the exercise or enforcement of any one such right or remedy shall neither be a condition to nor bar the exercise or enforcement of any other. All notices to be given to Debtor under this Agreement shall be given in the manner and with the effect provided in the Uniform Commercial Code. The Secured Party shall not be obligated to preserve any rights the Debtor may have against prior parties, to realize on the Assets at all or in any particular manner or order, or to apply any cash proceeds of the Assets in any particular order of application. This Agreement shall be binding upon and inure to the benefit of the Debtor and the Secured Party and their respective participants, successors and assigns and shall take effect when signed by the Debtor and delivered to the Secured Party, and the Debtor waives notice of the Secured Party's acceptance hereof. The Secured Party may execute this Agreement if appropriate for the purpose of filing, but the failure of the Secured Party to execute this Agreement shall not affect or impair the validity or effectiveness of this Agreement. A carbon, photographic or other reproduction of this Agreement or of any financing statement signed by the Debtor shall have the same force and effect as the original for all purposes of a financing statement. In the event Secured Party is the plaintiff in litigation, this Agreement shall be governed by and construed in accordance with the laws of the State of California without giving effect to the conflict of laws rules thereof. All disputes arising hereunder shall be resolved in the courts of the State of California, County of Los Angeles, and/or, where jurisdiction exists, the United States District Court for the Central District of California. In the event Debtor is the plaintiff in litigation, this Agreement shall be governed by and construed in accordance with the laws of the State of Texas without giving effect to the conflict of laws rules thereof. All disputes arising hereunder shall be resolved in the courts of the State of Texas, County of Harris, and/or, where jurisdiction exists, the United States District Court for the Southern District of Texas. If any legal action is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, the successful or prevailing party shall be entitled to recover its reasonable attorneys' fees and other costs incurred in such action, in addition to any other relief to which such party may be entitled. If any provision or application of this Agreement is held unlawful or unenforceable in any respect, such illegality or unenforceability shall not affect other provisions or applications which can be given effect and this Agreement shall be construed as if the unlawful or unenforceable provision or application had never been contained herein or prescribed hereby. All representations and warranties contained in this Agreement shall survive the execution, delivery and performance of this Agreement and the creation and payment of the Obligations.

8. Maintaining and Protecting Trademarks. Notwithstanding anything to the contrary contained in the Agreement, including, but not by way of limitation, Sections 3.1.2, 3.1.3, 3.1.4, and 3.1.5, of the Purchase Agreement, Debtor shall have the right at any time to discontinue maintaining and/or defending any Trademark anywhere in the world by giving written notice (email permitted) to Secured Party, stating in sufficient detail the particular trademark, domain, and/or form or formative thereof and the justification, in reasonable detail, therefor. Debtor agrees to provide Secured Party with any pertinent documentation and to assist Secured Party in

having such trademark assigned to Secured Party or its designee, provided such assistance is reasonable in terms of time required and Secured Party agrees that all expenses, including reasonable legal fees shall be borne by Secured Party.

9. Further Assurances. The Debtor agrees to execute, acknowledge and deliver any further documents and instruments evidencing the security interest granted hereunder, consistent with the terms of this Agreement, that may be reasonably requested by Secured Party or its counsel and shall take any other action consistent with the terms of this Agreement, that may be reasonably requested by Secured Party or its counsel for the purpose of granting and perfecting the security interest granted under this Agreement.


*[Remainder of this page intentionally left blank]*

**THE PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED ON OR PERTAINING TO THIS AGREEMENT.**

IN WITNESS WHEREOF, the parties have executed this Trademark Security Agreement as of the date written above.

“SECURED PARTY”

SUN GLOSS LIMITED,  
aBritish Virgin Islands company

By:   
Name: Wai-Man Cheng  
Title: Director

Address: 3/F Rays Industrial Building  
71 Hung To Road  
Kwun Tong, Kowloon  
Hong Kong SAR  
China  
Email: rcheng@rayshk.com

“DEBTOR”

SPLIT IP LLC,  
aTexas limited liability company

By: \_\_\_\_\_  
Name: Alan Finkelman  
Title: Managing Member

Address: 6300 West Loop South, Ste. 100  
Bellaire, TX 77401  
Email: [alan@scopeimp.com](mailto:alan@scopeimp.com)



THE PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED ON OR PERTAINING TO THIS AGREEMENT.

IN WITNESS WHEREOF, the parties have executed this Trademark Security Agreement as of the date written above.

"SECURED PARTY"

SUN GLOSS LIMITED,  
a British Virgin Islands company

By: \_\_\_\_\_

Name: Wai-Man Cheng

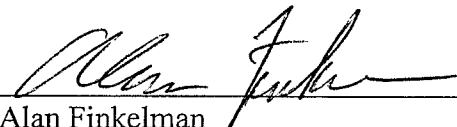
Title: Director

Address: 3/F Rays Industrial Building  
71 Hung To Road  
Kwun Tong, Kowloon  
Hong Kong SAR  
China

Email: rcheng@rayshk.com

"DEBTOR"

SPLIT IP LLC,  
a Texas limited liability company

By:  \_\_\_\_\_

Name: Alan Finkelman

Title: Managing Member

Address: 6300 West Loop South, Ste. 100  
Bellaire, TX 77401

Email: alan@scopeimp.com

EXHIBIT A

TRADEMARKS

<u>COUNTRY</u>	<u>TRADEMARK</u>	<u>APPLN/ REG. NUMBER</u>
USA	SPLIT & Design	2861834
USA	SPLIT	3508068
USA	SPLIT	77930250/3847572
AUSTRALIA	DESIGN ONLY	574125
AUSTRALIA	SPLIT & Device	1172836
CANADA	SPLIT	557388
CANADA	SPLIT	587077
CANADA	SPLIT	1574815
CHINA	SPLIT	739316
EU	SP(logo)LT	3022209
EU	SPL(logo)T	3034964
EU	SPLIT and Device mark	5219878
GERMANY	SPLIT & Device	39732050
JAPAN	SPLIT & Device	4357458
New Zealand	S SPLIT	222085
New Zealand	Split & Device	767458
South Korea	SPLIT & Device	721872
Mexico	Split & Device	1190443
Czech Republic	SPLIT	259760
Portugal	SPLIT & DEVICE	382024
Spain	SPLIT & DEVICE	2598970
Austria	SPLIT & DEVICE	221102

<u>COUNTRY</u>	<u>TRADEMARK</u>	<u>APPLN/ REG. NUMBER</u>
USA	SPLIT	2308349
USA	SPLIT	2691790
USA	SPLIT	77951086
BRAZIL	SPLIT & Device	823509915
ARGENTINA	SPLIT	2.787.410+11
Singapore	SPLIT & Device	
Malaysia	SPLIT & Device	