TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MORTGAGE

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Four Star Distribution		02/22/2013	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	Sugi International Limited
Street Address:	The Gateway, Harbour City
Internal Address:	25 Canton Road, Suites 1901-5, Tower 2
City:	Tsimshatsui, Kowloon
State/Country:	HONG KONG
Entity Type:	CORPORATION: HONG KONG

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	2923647	C1RCA
Registration Number:	3383845	C1RCA
Registration Number:	3870784	C1RCA SELECT

OP $90.00 2923647

CORRESPONDENCE DATA

Fax Number: 2123701819

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 212-661-1400
Email: ddonnelly@vonmaltitz.com
Correspondent Name: Diane Donnelly
Address Line 1: von Maltitz, Derenberg, Kunin et al
Address Line 2: 60 East 42nd Street, Suite 2446
Address Line 4: New York, NEW YORK 10165

ATTORNEY DOCKET NUMBER:	5016

DOMESTIC REPRESENTATIVE

Name:	Diane Donnelly
Address Line 1:	von Maltitz, Derenberg, Kunin et al
Address Line 2:	60 East 42nd Street, Suite 2446
Address Line 4:	New York, NEW YORK 10165

NAME OF SUBMITTER:	Diane Donnelly
Signature:	/Diane Donnelly/
Date:	05/28/2013

Total Attachments: 18
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Dated: 22/02/2013

Four Star Distribution

and

Sugi International Limited

DEED OF MORTGAGE OF TRADEMARK

Tanner De Witt

Tanner De Witt Solicitors, 1806, Tower Two, Lippo Centre, 89 Queensway, Hong Kong
Tel: (852) 2573 5000 Fax: (852) 2802 3553 general@tannerdewitt.com www.tannerdewitt.com

TRADEMARK
REEL: 005035 FRAME: 0584

THIS DEED OF MORTGAGE OF TRADEMARK is dated

and made BETWEEN:

(1) Four Star Distribution, a corporation duly incorporated and registered under the laws of the State of California of the United States, with its principal place of business located at 1211 Puerta del Sol, Suite 170, San Clemente, CA 92673 ('Company'); and

(2) Sugi International Limited, a corporation duly incorporated and registered under the laws of Hong Kong ('Creditor');

(collectively the 'Parties' and each a 'Party').

RECITALS

The Creditor has sold and delivered certain goods to the Company and the Related Companies. The Company and the Related Companies have not paid to the Creditor the price of such goods. The Parties wish to enter into this Mortgage as security for the payment to the Creditor of all outstanding indebtedness owed by the Company and the Related Company to the Creditor.

THIS DEED OF MORTGAGE OF TRADE MARK WITNESSES as follows:

1 **Definitions and interpretation**

1.1 The following definitions apply in this Mortgage:

'Applications' Any and all applications for the registration of Trade Mark Rights which have been made as at the date of this Mortgage or are made at any time during the subsistence of this security by or on behalf of the Company in any registry or office in any part of the world including without limitation those applications in those registries and offices which are listed in Schedule 1.

'CPO' The Conveyancing and Property Ordinance (Chap. 219 of the law of Hong Kong);

'Documents' The licence agreement between the Creditor and the Company, the agreement regarding products sold by the Creditor to the Company and the Related Companies and the guarantee signed by Markus Bohi and Raul A. Ries, Jr. in favour of the Creditor.

'Event of Default' Any event of default including but without limitation those described in Clause 7.1, breach of warranty or non-performance by the Company of any of the undertakings warranties and/or obligations on the part of the Company contained in this Mortgage.

'Hong Kong' Hong Kong Special Administrative Region of the People's Republic of China.

'Mortgage' This Deed of Mortgage of Trade Mark and any and all schedules to it.

'Receiver' Any receiver or manager or administrative receiver of the Company.

'Related Companies' Four Star Distribution (Europe) AG, Four Star Distribution (Far East) Limited and Four Star Distribution (Canada) Limited.

'Secured Property' All the property assets and rights of the Company charged assigned or licensed (or which may at any time become charged assigned or licensed) by or pursuant to

this Mortgage and includes any part of or interest in any of the same, including without limitation the Trade Mark Rights and Applications.

'Secured Sums' Any and all moneys obligations and liabilities now or in the future due, owing, payable or incurred to the Creditor by the Company and Related Companies whether actually or contingently and whether alone or jointly with any other person and whether as principal or surety and whether on any current or other account or otherwise including without limitation any and all sums which are or may become payable to the Creditor in respect of principal interest fees costs or otherwise however by the Company under or in connection with this Mortgage and it is acknowledged at the date of this Mortgage the Company owes the Creditor a sum of US$12.57 million; and references to the Secured Sums include references to any of such sums.

'Trade Mark Rights' Any and all rights of service mark, trade mark and any other similar intellectual property rights of any description whatever (irrespective of whether or not it is registered) which are now or at any time during the subsistence of this security assigned to the Company or which have been owned by, acquired by or created by the Company at any time including without limitation the trademarks "CIRCA", "C1RCA" "circa select" and "C1RCA COMBAT" and trademarks, short particulars of which are contained in Schedule 1 including specifically all goodwill associated with such Trade Mark Rights.

1.2 Any reference in this Mortgage to the 'Company' and the 'Creditor' includes where the context admits a reference to its respective successors and assigns whether immediate or derivative.

1.3 Any reference in this Mortgage to any statute or statutory provision shall be construed as including a reference to that statute or statutory provision as from time to time amended modified extended or re-enacted whether before or after the date of this Mortgage and to all statutory instruments orders and regulations for the time being made pursuant to it or deriving validity from it.

1.4 Any reference in this Mortgage to service mark, trade mark or any other intellectual property right of any description shall be construed as a reference to all rights of such description subsisting under the laws of the jurisdiction(s) concerned.

1.5 Unless the context otherwise requires words denoting the singular shall include the plural and vice versa and words denoting any one gender shall include all genders and words denoting persons shall include bodies corporate unincorporated associations partnerships and individuals.

1.6 Unless otherwise stated time shall be of the essence for the purpose of the performance of the Company's obligations under this Mortgage.

1.7 Unless otherwise stated references to Clauses sub-clauses sub-paragraphs Schedules and any annexures and exhibits relate to those in this Mortgage.

2 Trade Mark Rights and third party rights

2.1 The Company undertakes with the Creditor that the Company shall in accordance with the provisions of this Mortgage pay to the Creditor the Secured Sums on demand.

2.2 As security for the payment to the Creditor of the Secured Sums and the performance of the obligations and the observance of the warranties and undertakings of the Company under or pursuant to this Mortgage the Company:

2.2.1 assigns absolutely to the Creditor to the extent that such rights are capable of assignment all of the Company's right title and interest in and in respect of the Trade Mark Rights throughout the world TO HOLD the same to the Creditor its successors and assigns absolutely for the free period during which such rights subsist throughout the world subject to the Company's right of redemption pursuant to clause 5. Where any of the assigned rights are executory this assignment shall be construed as a present assignment of future rights; and

2.2.2 undertakes to hold upon trust for the Creditor absolutely the entire interest of the Company in and to all those Trade Mark Rights which cannot be assigned by the Company together with the entire benefit of such rights including without limitation all proceeds money and other rights and benefits to which the Company is beneficially entitled in respect of the exercise of such Trade Mark Rights.

3 Intangible rights and Applications

As further security for the payment to the Creditor of Secured Sums and the performance of the obligation and the observance of the warranties and undertaking of the Company under or pursuant to this Mortgage, the Company:

3.1 assigns to the Creditor all the Company's rights of action in respect of the Trade Mark Rights with affecting the generality of the earlier provisions of this Mortgage including without limitation the rights to commence proceedings and/or receive and recover damages in respect of any infringement of their Trade Mark Rights in any part of the world whether such infringement occurred before, on or after the date of this Mortgage and whether or not the Company or any third party has commenced a proceedings in respect of such infringement TO HOLD all such rights to the Creditor absolutely subject to the Company's rights of redemption pursuant to clause 5; and

3.2 assigns to the Creditor all Applications and all the Company's right title and interest in and to such assigned Applications and all rights powers privileges and immunities arising or accruing from such assigned Applications together with all corresponding rights obtainable in any part of the world and the benefit of any priority dates attaching to the assigned Applications all of which are assigned to the Creditor free from any encumbrances and with the intention that the grant of any rights pursuant to the assigned Applications shall be made in the name of the Creditor who shall be the sole absolute and unencumbered legal and beneficial owner of all such rights subject to the Company's right of redemption pursuant to clause 5.

4 Further assurance

4.1 The Company undertakes that it shall at the request of the Creditor promptly execute any and all forms of assignment and necessary accompanying documentation required for the transfer of the benefit of the Applications and shall promptly co-operate with the Creditor in obtaining any notarial or other certification of such documentation in such form as may be required by the Creditor or its solicitors.

4.2 To the extent that the Company is unable to assign the Applications to the Creditor, the Company undertakes to pursue the Applications and undertakes upon the grant or registration of the relevant Trade Mark Right to promptly enter into such further form of assignment or other document as may be necessary to vest in the Creditor the sole absolute unencumbered legal and beneficial ownership of the relevant Trade Mark Right and the entire interest of the Company in such right.

4.3 If any Application is challenged or if any Trade Mark Right which is the subject of the Application is challenged or is not permitted to be registered the Company undertakes to promptly provide the Creditor on demand all information advice and assistance in procuring the registration and/or dealing with defeating or reducing the effect of any objection or challenge.

4.4 Without prejudice to the generality of the provisions of clauses 4.1 to 4.3 the Company undertakes to do any and all acts including without limitation the commencement of any legal proceedings or other process including the resistance to a objection or the objection to any registration or any competing registration of rights which acts shall be in the name of the Company and/or the Creditor as the Creditor may reasonably require and the execution of any and all documents in such manner and at such location as may be required by the Creditor in its sole discretion in order to protect perfect and enforce any of the rights granted or assigned or charged or intended to be granted or assigned or charged to the Creditor pursuant to this Mortgage. As security for the performance by the Company of the Company's obligations pursuant to this Mortgage if the Company shall have failed following 14 days' notice from the Creditor to execute any document or perform any act required pursuant to this Mortgage the Creditor shall have the right to do so in the place and stead of the Company as the lawfully appointed attorney of the Company and the Company undertakes and warrants that the Company shall confirm and ratify and be bound by any and all of the actions of the Creditor pursuant to this Clause and such authority and appointment shall take effect as an irrevocable appointment.

4.5 For the avoidance of doubt, the Company shall not charge the Creditor for any amount in performing or complying with any of the provisions in this Mortgage unless otherwise expressly stated if any.

5 Redemption

5.1 This Mortgage shall remain in full force and effect as a continuing security for the benefit of the Creditor notwithstanding any settlement of account or any other act event or matter whatever until the execution by the Creditor of an absolute and unconditional release of the obligations of the Company under this Mortgage or the execution by the Creditor of a receipt in respect of the final repayment of all and not part only of the Secured Sums.

5.2 Subject to the final repayment to the Creditor of the Secured Sums the Creditor shall at the request and cost of the Company discharge this security and reassign to the Company all Secured Property assigned to the Creditor pursuant to this Mortgage.

6 Company's warranties obligations and undertaking

The Company represents, warrants, undertakes and agrees with the Creditor:

6.1 the Company has the right and is lawfully permitted to enter into this Mortgage and is the sole absolute and unencumbered legal and beneficial owner of the Trade Mark Rights and has the right to enter into this Mortgage including without limitation the right to assign to the Creditor the Trade Mark Rights free from any restriction throughout the world;

6.2 immediately to notify the Creditor of any breach of, or material loss or damage to, the Trade Mark Rights or any part of them;

6.3 promptly to pay all taxes fees licence duties registration charges insurance premiums renewal fees and other outgoings in respect of the Applications and the Trade Mark Rights or any part of any of them and on demand promptly produce to the Creditor such evidence of payment as

the Creditor may require and to reimburse on demand any sums paid by the Creditor in default of payment by the Company pursuant to this clause 6.3;

6.4 to obtain all necessary certificates licences permits and authorisations from time to time required for the protection of the Trade Mark Rights and not to do or permit to be done any act or omission which might result in the Trade Mark Rights or their use contravening any rules and regulations for the time being in force;

6.5 to take all measures to maintain, protect and preserve the Trade Mark Rights;

6.6 to observe and perform at all times throughout the continuance of this security all obligations and warranties on the part of the Company under or pursuant to previous agreements;

6.7 not without the prior written consent of the Creditor to sell transfer dispose of assign license or otherwise however part with possession or control of or attempt to sell transfer or dispose of part with possession or control of the Trade Mark Rights any part of them or any interest in them or directly or indirectly create or permit there to exist any security interest lien or other encumbrance whatever in the Trade Mark Rights or any part of them;

6.8 not without the prior written consent of the Creditor to make any modification or permit there be made any modification to the Trade Mark Rights;

6.9 not to allow any counterclaim or set-off or other equity in respect of any sum payable in relation to the Trade Mark Rights;

6.10 not to create extend or permit to exist or be created or extended any transfer assignment mortgage charge lien pledge encumbrance or security on or over or affecting the Trade Mark Rights or any other right or property assigned or charged under this Mortgage without the prior written consent of the Creditor it being an express warranty on the part of the company that no part of such property is at present the subject of any such mortgage charge lien pledge encumbrance or other security interest;

6.11 not to permit any Application or the registration of the Trade Mark Rights to be abandoned or to be cancelled or to lapse or to be licensed without the Creditor's written consent and any licence granted without the Creditor's written consent shall be null and void;

6.12 not to permit or suffer any third party to use any of the Trade Mark Rights or use any similar mark or name or permit the Trade Mark Rights to be the subject of a successful claim of abandonment as a result of non-use;

6.13 to promptly provide the Creditor with such information and assistance as the Creditor may require to enable the Creditor to exercise its rights under this Mortgage including by procuring the assistance and services of any employee, officer or agent of the Company with knowledge of any know-how of the Company for the benefit of the Creditor; and

6.14 not to compromise (including not to comment and not to make any admission) any claim, demand or dispute by any third party regarding the Company's right, title and interest in the Trade Mark Rights without the prior written consent of the Creditor and the Company shall as soon as it becomes aware of any such claim, demand or dispute give the Creditor in writing detailed particulars of such claim, demand or dispute and the Creditor shall have the sole conduct of all proceedings relating to the same and shall in its sole discretion decide what action if any to take without being accountable to the Company.

The representations and warranties are made by the Company on the date of this Mortgage and shall be deemed during the continuance of this Mortgage to be repeated on each day with reference to the facts and circumstances then existing.

7 **Enforceability**

7.1 The following shall be events of default:

(a) any of the Secured Sums are not paid or discharged when the same ought to be paid or discharged by the Company (whether on demand or at scheduled maturity or by acceleration or otherwise, as the case may be); or

(b) the Company is in breach of any of its obligations under this Mortgage or any Documents; or

(c) any representation or statement made by the Company in, or in connection with, this Mortgage is or proves to have been incorrect or misleading when made; or

(d) the Company:

(i) becomes unable to pay its debts as they fall due or the value of the Company's assets is less than the amount of its liabilities, taking into account the Company's contingent and prospective liabilities; or

(ii) commences negotiations with any one or more of its creditors with a view to the general readjustment or rescheduling of its indebtedness; or

(iii) makes a general assignment for the benefit of, or a composition with, its creditors; or

(e) the Company passes any resolution or takes any corporate action or a petition is presented or proceedings are commenced or any action is taken by any person for its winding-up, dissolution, administration or reorganisation or for the appointment of a provisional liquidator, receiver, administrative receiver, administrator, trustee or similar officer of it or of any or all of its revenues and assets; or

(f) a distress, execution, attachment or other legal process is levied or enforced upon or sued against all or any part of the assets of the Company and remains undischarged for 7 days; or

(g) any event occurs which under any jurisdiction has a similar or analogous effect to any of the events mentioned in paragraph 7.1(d), paragraph 7.1(e) or paragraph 7.1(f);

and in any such event (whether or not the event is continuing) the Creditor or any nominee of the Creditor may without further notice, and without prejudice to any of Creditor's other rights, immediately exercise all the powers conferred on the Creditor by this Mortgage or otherwise without any restrictions.

7.2 This Mortgage shall become immediately enforceable upon the happening of any Event of Default or without limitation upon failure by the Company to pay any Secured Sums.

7.3 On or at the time after this Mortgage shall have become enforceable the Creditor shall be entitled to sell the Secured Property or any part or parts of it or otherwise exploit or dispose of

it or turn it to account for such price and in such manner as the Creditor in its absolute discretion may think fit.

7.4 The Creditor shall on receipt of any proceeds resulting from any of the acts of enforcement referred to in clause 7.3 apply the same in or towards repayment of the Secured Sums then outstanding. The Creditor shall be indemnified of all costs and charges in connection with the foregoing including all costs fees and charges it may incur in connection with the enforcement of this Mortgage.

7.5 The Company shall pay all amounts due in full without any deduction or withholding except as required by law and the Company shall not be entitled to assert any credit, set-off or counterclaim against the Creditor in order to justify withholding payment of any such amount in whole or in part. The Creditor may at any time, without limiting any other rights or remedies it may have, set off any and all liabilities owing to it in respect of the Secured Sums against any amount payable by the Creditor to the Company.

7.6 If on enforcement of this Mortgage there shall remain any sum of money after all Secured Sums have been paid in full such sum of money shall be remitted to the Company or other person entitled to it.

7.7 At any time on or after the security constituted by this Mortgage has become enforceable, or at the request of the Company, the Creditor may, without prior notice to the Company, in writing (under seal, by deed or otherwise under hand) appoint a Receiver in respect of the Secured Property or any part thereof and may in like manner from time to time (and insofar as it is lawfully able to do) remove any Receiver and appoint another in his stead.

7.8 Where more than one Receiver is appointed, each joint Receiver shall have the power to act severally, independently of any other joint Receiver, except to the extent that the Creditor may specify to the contrary in the appointment.

7.9 A Receiver shall be the agent of the Company which shall be solely responsible for his acts or defaults and for his remuneration. No Receiver shall at any time act as agent of the Creditor.

7.10 A Receiver shall be entitled to remuneration for his services at a rate to be determined by the Creditor from time to time (and without being limited to any maximum rate specified by any statute or statutory instrument).

7.11 A Receiver shall have (and be entitled to exercise) in relation to the Secured Property over which he is appointed the following powers (as the same may be varied or extended by the provisions of this Mortgage):

(a) all of the powers conferred from time to time on receivers, mortgagors and mortgagees in possession by CPO;

(b) to take possession of get in and enforce the Secured Property;

(c) to take any steps that may be necessary or desirable to effect compliance with any or all of the agreements charged or assigned pursuant to this Mortgage and to carry on manage or concur in carrying on and managing the business of the Company or any part of the same in relation to the Secured Property and for any of those purposes to raise or borrow from the Lender or otherwise any money that may be required upon the security of the whole or any part of the Secured Property;

(d) to institute proceedings and sue in the same of the Company and to appoint managers agents servants and workmen at such salaries as the Receiver may determine;

(e) to sell or license or concur in selling or licensing the interest of the Company in all Secured Property or otherwise deal therewith and on such terms in the interest of the Lender as the Receiver thinks fit;

(f) to make any arrangement or compromise and enter into any contract or do any other act or make any omission which he shall think expedient in the interest of the Creditor;

(g) all the powers and rights of a legal and beneficial owner and the power to do or omit to do anything which the Company itself could do or omit to do;

(h) the power to do all things which, in the opinion of the Receiver, are incidental to any of the powers, functions, authorities or discretions conferred or vested in the Receiver pursuant to this Mortgage or upon receivers by statute or law generally (including, without limitation, the bringing or defending of proceedings in the name of, or on behalf of, the Company; the collection and/or realisation of the Secured Property in such manner and on such terms as the Receiver sees fit; and the execution of documents in the name of the Company (whether under hand, or by way of deed or by utilisation of the company seal of the Company).

7.12 The powers granted to a Receiver pursuant to this Mortgage may be restricted by the instrument (signed by the Creditor) appointing him but they shall not be restricted by any winding-up or dissolution of the Company.

7.13 Any restriction on the consolidation of mortgages shall not apply to this Mortgage or to any sale made under it. The Creditor shall have the right to consolidate all or any of the security created by or pursuant to this Mortgage with any other security in existence at any time. Such power may be exercised by the Creditor at any time on or after the security constituted by this Mortgage has become enforceable.

7.14 Paragraph 11 of the Fourth Schedule to the CPO shall not apply to this Mortgage and the power of sale arising under the CPO shall arise on the date of this Mortgage (and the Secured Sums shall be deemed to have become due and payable for that purpose). The power of sale and other powers conferred by sections 51 (*Powers of mortgagee and receiver*) and 53 (*Sale by mortgagee*) of and the Fourth Schedule (*Powers of mortgagee and receiver*) to the CPO as varied or extended by this Mortgage and those powers conferred (expressly or by reference) on a Receiver shall be immediately exercisable by the Creditor at any time on or after the security constituted by this Mortgage has become enforceable.

7.15 The powers of the Creditor set out in clauses 7.13 and 7.14 above may be exercised by the Creditor without prior notice to the Company.

8 Assurance

Upon any sale or other disposition of the any Secured Property pursuant to this Mortgage the Company undertakes with the Creditor that:

8.1 The Company shall not during the period of 12 months from the relevant sale or disposition for whatever reason whether as a principal or agent or otherwise or whether directly or indirectly supply to any person firm or company with whom the Company or to the Company's knowledge any member of the Company's staff dealt with as a customer or potential customer of the Company in the 12 months preceding the relevant sale or other disposition any goods or services which are the same or substantially the same as the type of

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goods or services provided by the Company at the date of such sale or disposition whether or not the Company has approached the customer or vice versa.

8.2 The Company shall not during the period of 12 months from any such sale or disposition for whatever reason whether as principal or agent or otherwise and whether directly or indirectly approach any person firm or company with whom the Company or to the Company's knowledge any member of the Company's staff dealt with as a customer or potential customer of the Company in the 12 months preceding the date of the relevant sale or disposition with an offer to supply such person with any goods or services which are the same or substantially the same the type of goods or services provided by the Company as at the date of such sale or disposition.

8.3 The Company shall not at any time after such sale or disposition hold the Company out or permit the Company to be held out as being in any way interested in or connected with the Creditor or any party to whom such sale or disposition was made and the Company shall prevent the Company from being so held out.

8.4 Each of the undertakings on the part of the Company contained in clauses 8.1 to 8.3 inclusive is and shall be severable and construed and enforceable as a separate covenant.

9 Grant of time or indulgence

The security created by this Mortgage shall not be affected or prejudiced in any way by the Creditor giving time or granting any indulgence to the Company or accepting any composition from or compounding with or making any other arrangement with the Company in respect of the Secured Sums and the Creditor may enforce the security created by this Mortgage and any other security it may hold in respect of such Secured Sums in any order which it may in its absolute discretion think fit.

10 Dispositions of this mortgage

For the avoidance of doubt the Company acknowledges that the Creditor shall be entitled in its absolute discretion to assign participate transfer charge sub-charge or otherwise grant security over or deal in all or any of its right title and interest in this Mortgage.

11 Protection of third parties

11.1 No purchaser from the Creditor and/or any Receiver or other person dealing with the Creditor and/or any Receiver shall be concerned to enquire whether any of the powers which they have exercised or purported to exercise has arisen or become exercisable or whether the Secured Sums remain outstanding or as to the propriety or validity of the exercise or purported exercise of any such power and the title of a purchaser and the position of such a person shall not be prejudiced by reference to any of those matters.

11.2 The receipt of the Creditor or any Receiver shall be an absolute and conclusive discharge to a purchaser and shall relieve such person of any obligation to see to the application of any moneys paid to or by the direction of the Creditor or any Receiver.

12 Protection of the Creditor

12.1 Neither the Creditor nor any Receiver shall be liable in respect of any loss or damage which arises out of the exercise or the attempted or purported exercise of or the failure to exercise any of their respective powers.

12.2 Without prejudice to the generality of clause 12.1 entry into possession of the Trade Mark Rights or any part of them shall not render the Creditor or any Receiver liable to account as

mortgagee in possession and if and whenever the Creditor or any Receiver enters into possession of the Trade Mark Rights or any part of them they may at any time go out of such possession.

13 Expenses and indemnity

13.1 The Company shall upon demand fully indemnify the Creditor against all claims proceedings liabilities and expenditure which the Creditor may incur in connection with this Mortgage or any payment or discharge of or in respect of the Secured Sums (whether made by the Company or a third person) being impeached or declared void for any reason whatever.

13.2 The Company undertakes to indemnify the Creditor and keep the Creditor at all times fully indemnified from and against all actions proceedings claims demands costs (including without prejudice to the generality of this provision legal costs of the Creditor on a full indemnity basis) awards damages howsoever arising directly or indirectly as a result of any breach or non-performance by the Company of any of the Company's undertakings warranties or obligations under this Mortgage.

14 Other security

14.1 This security is in addition to and shall not be merged in or in any way prejudice or be prejudiced by any other security interest document or right which the Creditor may now or at any time hereafter hold or have as regards the Company or any other person in respect of the Secured Sums or otherwise.

14.2 The powers which this Mortgage confers on the Creditor are cumulative and without prejudice to its powers under general law and may be exercised as often as the Creditor deems appropriate.

15 Creditor's certificate

Any certificate or determination of the Creditor as to the amount of any Secured Sums or without limitation any other matter provided for in this Mortgage shall, in the absence of manifest error, be conclusive and binding on the Company.

16 Notices

Any demand or notice under this Mortgage shall be in writing in the English language signed by an officer or agent of the Creditor and (without prejudice to any other effective means of serving it) may be served on the Company personally or by post and either by delivering it to any officer of the Company at any place or by despatching it addressed to the Company at the Company's registered or principal office for the time being or a place of business of the Company last known to the Creditor. Any such demand or notice delivered personally shall be deemed to have been received immediately upon delivery. Any such demand or notice sent by post shall be deemed to have been received at the opening of business in the intended place of receipt on the day following the day on which it was posted, even if returned undelivered.

17 Governing law

This Mortgage shall be governed by and construed in accordance with the laws of Hong Kong and the Parties submit to the non-exclusive jurisdiction of the courts of Hong Kong.

IN WITNESS this Deed of Mortgage of Trade Mark has been duly executed as a deed and is intended to be and is delivered on the date first above written.

TRADEMARK
REEL: 005035 FRAME: 0594

IN WITNESS WHEREOF the parties hereto have caused this licence to be duly executed as a **DEED.**

Sealed with the common seal of)
and signed by)
for and on behalf of the Company)

Sealed with the common seal of)
and signed by Massimo)
for and on behalf of the Licensee Sinigaglia)

or and on behalf of
UGI INTERNATIONAL LIMITEL

Authorized Signature(s)

Schedule 1

Trade Mark Rights

FOUR STAR DISTRIBUTION

Updated: February 10, 2012

Ref. No. CIRCAFT.	Mark	Country	Class	App. No./ Filing Date	Reg. No./ Reg. Date	Renewal Date	Status
004WBG	CIRCA	Bulgaria	25	47224 10/14/99	37791 03/30/00	10/14/19	Registered
004WCO	CIRCA	Colombia	25	11017 02/17/00	231058 12/14/00	12/14/20	Registered
004WHK	CIRCA	Hong Kong	25	9914538 10/13/99	8353/2000 10/13/99	10/13/16	Registered
004WMY	CIRCA	Malaysia	25	200001086 02/04/02	00001086 07/29/04	02/04/20	Registered
004WMX	CIRCA	Mexico	25	415046 03/10/00	738076 03/19/02	03/10/20	Registered
004WRU	CIRCA	Russia	25	99716588 10/13/99	196105 10/31/00	10/13/19	Registered
004WZA	CIRCA	South Africa	25	2001/20127 11/27/01	2001/20127 06/12/06	11/27/21	Registered
026WDE	CIRCA	Germany	16, 25, 28	30157582 09/28/01	30157582 12/03/01	09/28/21	Registered
026T	CIRCA	US	25	76/283,896 07/12/01	2,923,647 02/01/05	02/01/15	Registered
044WDE	CIRCA	Germany	16, 25, 28	399366504 06/24/99	39936650 09/16/99	06/24/19	Registered
045WEU	CIRCA	European Community	18, 25, 28	003482701 10/30/03	3482701 02/01/05	10/30/13	Registered
057WAR	CIRCA	Argentina	25	2746797 05/21/07	2219809 03/18/08	03/18/18	Registered

Knobbe Martens Olson & Bear LLP
Intellectual Property Law
Orange County San Diego San Francisco Los Angeles Riverside Salt Lake City Washington

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TRADEMARK
REEL: 005035 FRAME: 0596

Ref. No. CIRCAFT.	Mark	Country	Class	App. No./ Filing Date	Reg. No./ Reg. Date	Renewal Date	Status
057WEU	C1RCA	European Community	18, 25, 28	5973821 06/06/07	5973821 05/28/08	06/06/17	Registered
057ICN*	C1RCA	China	25	1000719 04/21/09			Filed appeal
057IHR*	C1RCA	Croatia	25	1000719 04/21/09	1000719 04/21/09	04/21/19	Registered
057WPE	C1RCA	Peru	25	424830-2010/DSD 06/24/10	00168569 10/01/10	10/11/20	Registered
057WJP	C1RCA	Japan	25	2007-050325 05/21/07	5189101 12/12/08	12/12/18	Registered
057WJP2	C1RCA	Japan	25	2008-039508 05/23/08	5388230 02/04/11	02/04/21	Registered
057WNZ	C1RCA	New Zealand	25	768733 05/21/07	768733 12/11/08	05/21/17	Registered
057WPH	C1RCA	Philippines	25	04-2008-007508 06/24/08	4-2008-007508 02/16/09	02/16/19	Registered
057IRS*	C1RCA	Serbia	25	1000719 04/21/09	1000719 04/21/09	04/21/19	Registered
057WKR	C1RCA	South Korea	25	4020070027599 05/22/07	40-0766275 10/23/08	10/23/18	Registered
057WCH	C1RCA	Switzerland	25	55408/2007 05/21/07	560682 08/09/07	05/21/17	Registered
057WTW	C1RCA	Taiwan	25	96-23745 05/22/07	01399037 03/01/10	03/01/20	Registered

Ref. No. CIRCAFT.	Mark	Country	Class	App. No./ Filing Date	Reg. No./ Reg. Date	Renewal Date	Status
057IUA*	CIRCA	Ukraine	25	1000719 04/21/09	1000719 04/21/09	04/21/19	Registered
057T	CIRCA	US	25	77/011,056 09/29/06	3,383,845 02/19/08	02/19/18	Registered
057IVN*	CIRCA	Vietnam	25	1000719 04/21/09	1000719 04/21/09	04/21/19	Registered
057WWO	CIRCA	International Registration	25	04/21/09	1000719 04/21/09	04/21/19	Registered
061WAU	CIRCA	Australia	25	1097161 02/02/06	1097161 12/11/07	02/02/16	Registered
071WBR	CIRCA	Brazil	25	828667454 08/06/06			Published
071WCA	CIRCA	Canada	25	1319615 10/02/06	TMA740129 05/14/09	05/14/24	Registered
071WCL	CIRCA	Chile	25	743981 09/12/06	853401 06/23/09	06/23/19	Registered
085WAU	CIRCA SELECT	Australia	25	1186809 07/17/07	1186809 01/29/08	07/12/17	Registered
085ICN*	CIRCA SELECT	China	25	04/27/09			Filed appeal
085T	CIRCA SELECT	US	25	77/081988 01/12/07	3870784 11/02/10	11/02/20	Registered
085WWO	CIRCA SELECT	International Registration	25	04/27/09	1001121 04/27/09	04/24/19	Registered

*International Registration

Ref. No. CIRCAFT.	Mark	Country	Class	App. No./ Filing Date	Reg. No./ Reg. Date	Renewal Date	Status
091WMX	CIRCA	Mexico	25	0839768 03/01/07	984867 05/22/07	03/01/17	Registered
108WSV	CIRCA	El Salvador	25	E-71481-2007 11/05/07	00094 10/06/08	10/06/18	Registered
143WCN	C1RCA	China	25	8559801 08/10/10			Pending
146WCN	CIRCA	China	25	1444178 06/17/99	1444178 09/14/00	09/13/20	Registered Need to record assignment from Laura Kim to Four Star Distribution

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of ORANGE

On FEB 26, 2013 (Date) before me, DIANE SCANNELLA DOWLING (NOTARY PUBLIC) (Name and Title of Officer (e.g., "Jane Doe, Notary Public")) personally appeared PAUL A. RIES (Name(s) of Signer(s))

☐ personally known to me

☒ (or proved to me on the basis of satisfactory evidence)

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

DIANE SCANNELLA DOWLING
Commission # 1950931
Notary Public - California
San Bernardino County
My Comm. Expires Oct 1, 2015

WITNESS my hand and official seal.

Place Notary Seal Above

Signature: Diane Scannella Dowling
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: DEED OF MORTGAGE TRADEMARK

Document Date: FEB 22, 2013 Number of Pages: 16

Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)

Signer's Name:
☐ Individual
☒ Corporate Officer — Title(s): PRESIDENT
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other:
Signer is Representing:

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer's Name:
☐ Individual
☐ Corporate Officer — Title(s):
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other:
Signer is Representing:

RIGHT THUMBPRINT OF SIGNER
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CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of ORANGE

On FEB 26, 2013 (Date) before me, DIANE SCANNELLA DOWLING (NOTARY PUBLIC) (Name and Title of Officer (e.g., "Jane Doe, Notary Public"))

personally appeared MARKUS O. BOTTI (Name(s) of Signer(s))

☐ personally known to me

☒ (or proved to me on the basis of satisfactory evidence)

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

DIANE SCANNELLA DOWLING
Commission # 1950931
Notary Public - California
San Bernardino County
My Comm. Expires Oct 1, 2015

WITNESS my hand and official seal.

Place Notary Seal Above

Signature: Diane Scannella Dowling (Signature of Notary Public)

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: DEED OF MORTGAGE TRADEMARK

Document Date: FEB 22, 2013 Number of Pages: 16

Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)

Signer's Name:
☐ Individual
☒ Corporate Officer — Title(s): CEO
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other:
Signer Is Representing:

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer's Name:
☐ Individual
☐ Corporate Officer — Title(s):
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other:
Signer Is Representing:

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