

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT2907666

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
ONE INDUSTRIES CORP.	06/16/2014
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	EAST WEST BANK
<b>Street Address:</b>	9378 WILSHIRE BLVD., SUITE 100
<b>City:</b>	BEVERLY HILLS
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	90212
<b>PROPERTY NUMBERS Total: 4</b>	
<b>Property Type</b>	<b>Number</b>
<b>Patent Number:</b>	7975321
<b>Application Number:</b>	13672644
<b>Application Number:</b>	13672647
<b>Application Number:</b>	13585722
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(213)620-8816
<i>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.</i>	
<b>Phone:</b>	213-622-5555
<b>Email:</b>	trademarks@allenmatkins.com
<b>Correspondent Name:</b>	PAULINE M. STEVENS, ESQ
<b>Address Line 1:</b>	515 SOUTH FIGUEROA STREET, 9TH FLOOR
<b>Address Line 4:</b>	LOS ANGELES, CALIFORNIA 90071
<b>ATTORNEY DOCKET NUMBER:</b>	371556-00010
<b>NAME OF SUBMITTER:</b>	BLAKE SEATON, SVP EAST WEST BANK
<b>SIGNATURE:</b>	/Blake Seaton/
<b>DATE SIGNED:</b>	06/20/2014
<b>Total Attachments: 5</b>	
source=Patent Security Agreement#page1.tif	
source=Patent Security Agreement#page2.tif	
source=Patent Security Agreement#page3.tif	

source=Patent Security Agreement#page4.tif  
source=Patent Security Agreement#page5.tif

## PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT, dated as of June 16, 2014 (this "Agreement"), is made by ONE INDUSTRIES CORP., a Delaware corporation (the "Grantor"), in favor of EAST WEST BANK, as the Lender (together with its successor(s) thereto in such capacity, the "Lender").

### WITNESSETH:

WHEREAS, pursuant to a Credit Agreement, dated as of June 16, 2014 (as amended, restated, extended, supplemented or otherwise modified from time to time, the "Credit Agreement"), between the Grantor and the Lender, the Lender made Commitments to extend credit to the Grantor;

WHEREAS, in connection with the Credit Agreement, the Grantor has executed and delivered a Pledge and Security Agreement, dated as of June 16, 2014 (as amended, restated, extended, supplemented or otherwise modified from time to time, the "Security Agreement");

WHEREAS, pursuant to the Credit Agreement and pursuant to the Security Agreement, the Grantor is required to execute and deliver this Agreement and to grant to the Lender a continuing security interest in all of the Patent Collateral (as defined below) to secure all Obligations; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees, for the benefit of the Lender, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Security Agreement.

SECTION 2. Grant of Security Interest. The Grantor hereby grants to the Lender, a continuing security interest in all of the Grantor's right, title and interest throughout the world, whether now or hereafter existing or acquired by the Grantor, in and to the following ("Patent Collateral"):

(a) inventions and discoveries, whether patentable or not, all letters patent and applications for letters patent throughout the world, including all patent applications in preparation for filing, including all reissues, divisionals, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing ("Patents"), including each Patent and Patent application referred to in Item A of Schedule I;

(b) all Patent licenses, and other agreements for the grant by or to such Grantor of any right to use any items of the type referred to in clause (a) above (each a "Patent License"), including each Patent License referred to in Item B of Schedule I, to the extent permitted by any such Patent License;

(c) the right to sue third parties for past, present and future infringements of any Patent or Patent application, and for breach or enforcement of any Patent License; and

(d) all proceeds of, and rights associated with, the foregoing (including Proceeds, licenses, royalties, income, payments, claims, damages and proceeds of infringement suits).

Notwithstanding the foregoing, Patent Collateral shall not include those items set forth in clauses (i) through (iii) of Section 2.1 of the Security Agreement.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Lender in the Patent Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Lender under the Security Agreement. The Security Agreement (and all rights and remedies of the Lender) shall remain in full force and effect in accordance with its terms.

SECTION 4. Waiver, etc. The Grantor hereby waives promptness, diligence, notice of acceptance and any other notice with respect to any of the Obligations, this Agreement and the Security Agreement and any requirement that the Lender protect, secure, perfect or insure any Lien, or any property subject thereto, or exhaust any right or take any action against any Grantor or any other Person (including any other Grantor) or entity or any Collateral securing the Obligations, as the case may be. As provided below, this Agreement shall be governed by, and construed in accordance with, the Laws of the State of New York.

SECTION 5. Release of Liens; Termination of Agreement. Upon (a) the Disposition of Patent Collateral in accordance with the Credit Agreement or (b) the occurrence of the Termination Date, the security interests granted herein shall automatically terminate with respect to (i) such Patent Collateral (in the case of clause (a)) or (ii) all Patent Collateral (in the case of clause (b)), without delivery of any instrument or performance of any act by any party. Upon the occurrence of the Termination Date, this Agreement and all obligations of each Grantor hereunder shall automatically terminate without delivery of any instrument or performance of any act by any party. A Grantor shall automatically be released from its obligations hereunder upon the consummation of any transaction permitted by the Credit Agreement as a result of which such Grantor ceases to be a Subsidiary of the Borrower and any of its Subsidiaries. Upon any such Disposition, other permitted transaction or termination, the Lender will, at the Grantors' sole expense, deliver to the Grantors, without any representations, warranties or recourse of any kind whatsoever, all Patent Collateral held by the Lender hereunder, and execute and deliver to the Grantors such documents as the Grantors shall reasonably request to evidence such termination.

SECTION 6. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Lender with respect to the security interest in the Patent Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 7. Loan Document. This Agreement is a Loan Document executed pursuant to the Credit Agreement.

SECTION 8. Governing Law, Entire Agreement, etc. THIS SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.


SECTION 9. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or via other electronic means shall be effective as delivery of a manually executed counterpart of this Agreement.

\* \* \* \* \*

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed and delivered by its Responsible Officer as of the date first written above.

ONE INDUSTRIES CORP., a Delaware corporation, as  
Grantor

By:

  
\_\_\_\_\_

Name: Ken Firtel  
Title: Vice President

EAST WEST BANK, as Lender

By:

\_\_\_\_\_

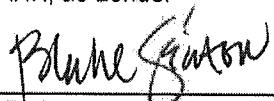
Name: Blake Seaton  
Title: Senior Vice President

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed and delivered by its Responsible Officer as of the date first written above.

ONE INDUSTRIES CORP., a Delaware corporation, as  
Grantor

By: \_\_\_\_\_  
Name: Ken Firtel  
Title: Vice President

EAST WEST BANK, as Lender

By:  \_\_\_\_\_  
Name: Blake Seaton  
Title: Senior Vice President

**SCHEDULE I**  
to Patent Security Agreement

**PATENTS**

Owner	Patent	Country	Issue Date	Patent Number
ONE Industries Corp.*	COMBINATION NECK BRACE INCORPORATED INTO A BODY PROTECTOR	U.S.	07/12/11	7975321

\* Assignment has been filed from Valencia Sport Group, Inc. to One Industries Corp., but the assignment is not yet reflected in the indexing of the USPTO's database.

**PATENT APPLICATIONS**

Owner	Title	Country	File Date	Serial No.
ONE Industries Corp.	HANDLEBAR VIBRATION DAMPING	U.S	11/08/2012	13/672,644
ONE Industries Corp.	HANDLEBAR SYSTEM (GRIP FILL)	U.S.	11/08/2012	13/672,647
ONE Industries Corp.	MOTOCROSS PANTS	U.S.	08/14/2012	13/585,722