

**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                           |
|------------------|----------|----------------|---------------------------------------|
| SEVEN WELLS, LLC |          | 06/20/2007     | LIMITED LIABILITY COMPANY: CALIFORNIA |

**RECEIVING PARTY DATA**

|                 |   |
|-----------------|---|
| Name:           | THE CIT GROUP/COMMERCIAL SERVICES, INC. |
| Street Address: | 300 South Grand Avenue, 2nd Floor       |
| City:           | Los Angeles                             |
| State/Country:  | CALIFORNIA                              |
| Postal Code:    | 90071                                   |
| Entity Type:    | CORPORATION: NEW YORK                   |

**PROPERTY NUMBERS Total: 11**

| Property Type        | Number   | Word Mark        |
|----------------------|----------|------------------|
| Serial Number:       | 78974409 | WI               |
| Serial Number:       | 78974368 | WI               |
| Serial Number:       | 77007068 |                  |
| Registration Number: | 2099036  | WORLD INDUSTRIES |
| Registration Number: | 2101100  | WORLD INDUSTRIES |
| Serial Number:       | 77162323 | WORLD INDUSTRIES |
| Serial Number:       | 77162329 | WORLD INDUSTRIES |
| Serial Number:       | 77188918 | WORLD INDUSTRIES |
| Serial Number:       | 77188924 | WORLD INDUSTRIES |
| Registration Number: | 2465416  |                  |
| Registration Number: | 2426207  | WET WILLY        |

**CORRESPONDENCE DATA**

Fax Number: (213)630-5728

**900087101**

**TRADEMARK  
 REEL: 003622 FRAME: 0640**

**CH \$290.00 78974409**

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: 213-891-5011  
Email: jhawke@buchalter.com  
Correspondent Name: Jody Hawke  
Address Line 1: 1000 Wilshire Boulevard, Suite 1500  
Address Line 4: Los Angeles, CALIFORNIA 90017-2457

|                         |              |
|-------------------------|--------------|
| ATTORNEY DOCKET NUMBER: | C3756-0007   |
| NAME OF SUBMITTER:      | Jody Hawke   |
| Signature:              | /Jody Hawke/ |
| Date:                   | 09/17/2007   |

**Total Attachments: 5**  
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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

SEVEN WELLS, LLC, a California limited liability company (the "Grantor"), with an office at 17277 Ventura Boulevard, Suite 204, Encino, California 91316, hereby acknowledges, as of June 20, 2007, the following:

Grantor and THE CIT GROUP/COMMERCIAL SERVICES, INC., a New York corporation (the "Lender"), with an office at 300 South Grand Avenue, 2nd Floor, Los Angeles, California, are parties to that certain Term Loan Agreement, dated as of June 20, 2007 (the "Loan Agreement"); and


Under the terms of the Loan Agreement entered into by Grantor and Lender, Grantor has granted to Lender, a security interest in: (a) the trademark registrations and applications which are identified on Schedule A attached hereto and incorporated herein by this reference (the "Trademarks"), together with the goodwill thereto; (b) the patents and patent applications which are identified on Schedule B attached hereto and incorporated herein by this reference (the "Patents"), and (c) the copyright registrations and copyright licenses which are identified on Schedule C attached hereto and incorporated herein by this reference (the "Copyrights") owned by Grantor, which Trademarks, Patents, and Copyrights are appurtenant, and all actions for infringement concerning the foregoing.

Nothing contained in this Intellectual Property Security Agreement shall be construed as a present or absolute assignment of any of the collateral nor as limiting any interest which Lender may have in any other collateral described in the Loan Agreement or otherwise. Capitalized terms used but not defined herein shall have the meanings given them in the Loan Agreement.

*[remainder of page intentionally left blank]*

IN WITNESS WHEREOF, the undersigned has duly executed this document as of the date written first above.

**SEVEN WELLS, LLC,**  
a California limited liability company

By:   
Name: Barry Lublin  
Title: CEO

**SCHEDULE A**

**TRADEMARKS**

| <b>No.</b> | <b>Status</b> | <b>Owner</b>                        | <b>Trademark</b>                | <b>Reg. No./<br/>Serial No.</b> | <b>Reg. Date/<br/>File Date</b> |
|------------|---------------|-------------------------------------|---------------------------------|---------------------------------|---------------------------------|
| 1.         | Pending       | Seven Wells, LLC                    | Wi                              | 78-974,409                      | 09/14/2006                      |
| 2.         | Pending       | Seven Wells, LLC                    | Wi                              | 78-974,368                      | 09/14/2006                      |
| 3.         | Pending       | Seven Wells, LLC                    | Design only                     | 77-007,068                      | 09/25/2006                      |
| 4.         | Registered    | Seven Wells, LLC                    | Flame Boy<br>Device             | 3245131                         | 05/22/2007                      |
| 5.         | Registered    | Seven Wells, LLC                    | World<br>Industries             | 2099036                         | 09/23/1997                      |
| 6.         | Registered    | Seven Wells, LLC                    | Wet Willy<br>Device             | 3233660                         | 09/09/2005                      |
| 7.         | Registered    | Seven Wells, LLC                    | World<br>Industries &<br>Design | 2101100                         | 09/30/1997                      |
| 8.         | Pending       | Seven Wells, LLC                    | World<br>Industries             | 77-162323                       | 04/20/2007                      |
| 9.         | Pending       | Seven Wells, LLC                    | World<br>Industries &<br>Design | 77-162329                       | 04/20/2007                      |
| 10.        | Pending       | Seven Wells, LLC                    | World<br>Industries             | 77-188918                       | 05/23/2007                      |
| 11.        | Pending       | Seven Wells, LLC                    | World<br>Industries &<br>Design | 77-188924                       | 05/23/2007                      |
| 12.        | Registered    | Skateboard World<br>Industries      | [DESIGN<br>ONLY]                | 2,465,416                       | July 3, 2001                    |
| 13.        | Registered    | Skateboard World<br>Industries Inc. | WET WILLY                       | 2,426,207                       | February 6, 2001                |

Schedule A

BN 1224244v2

**TRADEMARK  
REEL: 003622 FRAME: 0644**

**SCHEDULE B**

**PATENTS**

**Patents Issued:**

Patent Description

Patent Number

Issue Date

NONE

Schedule B

BN 1224244v2

**TRADEMARK**  
**REEL: 003622 FRAME: 0645**

**SCHEDULE C  
COPYRIGHTS**

| <b>No.</b> | <b>Liens/Status</b> | <b>Owner</b>     | <b>Reg. No.</b> | <b>Reg. Date</b> |
|------------|---------------------|------------------|-----------------|------------------|
| 1.         | Registered          | Seven Wells, LLC | VA-767-363      | 05/14/1997       |
| 2.         | Registered          | Seven Wells, LLC | VA-767-364      | 05/14/1997       |
| 3.         | Registered          | Seven Wells, LLC | VA-1-003-269    | 10/04/1990       |
| 4.         | Registered          | Seven Wells, LLC | VA-1-003-268    | 10/04/1990       |
| 5.         | Registered          | Seven Wells, LLC | VA-860-293      | 05/16/1997       |

Schedule C

BN 1224244v2

**RECORDED: 09/17/2007**

**TRADEMARK  
REEL: 003622 FRAME: 0646**