

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
GOLDEN APPLE (CALIFORNIA) CORP.		04/30/2010	CORPORATION: CALIFORNIA
MAXSPEED PERFORMANCE, INC.		04/30/2010	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	EAST WEST BANK
Street Address:	2350 Mission College Blvd.
Internal Address:	Suite 988
City:	Santa Clara
State/Country:	CALIFORNIA
Postal Code:	95054
Entity Type:	CORPORATION: CALIFORNIA

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	3053929	RSL
Registration Number:	3560531	STERN
Registration Number:	2795491	NITRO
Registration Number:	2514759	NEX
Registration Number:	2577209	GA
Registration Number:	2406348	GOLDEN APPLE
Registration Number:	2405261	MAXSPEED
Registration Number:	2222554	ADR
Registration Number:	2135542	MAXSPEED
Registration Number:	2135536	STERN

CORRESPONDENCE DATA

900166998

**TRADEMARK
 REEL: 004242 FRAME: 0466**

CH \$265.00 3053929

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Phone: 858-550-6403
Email: erin.obrien@cooley.com
Correspondent Name: Erin O'Brien
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Address Line 2: 4401 Eastgate Mall
Address Line 4: San Diego, CALIFORNIA 92121

ATTORNEY DOCKET NUMBER:	300614-114 GOLDEN APPLE
NAME OF SUBMITTER:	Erin O'Brien
Signature:	/Erin O'Brien/
Date:	07/14/2010

Total Attachments: 5
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (the "**Agreement**") is entered into as of April 30, 2010 by and between EAST WEST BANK ("**Lender**") and GOLDEN APPLE (CALIFORNIA) CORP., a California corporation and MAXSPEED PERFORMANCE, INC., a California corporation (collectively, "**Grantor**").

RECITALS

Grantor and Lender are parties to that certain Business Loan Agreement (Asset Based) of even date (as amended from time to time, the "**Loan Agreement**"). Capitalized terms used but not defined herein have the meaning assigned in the Loan Agreement.

NOW, THEREFORE, Grantor agrees as follows:

AGREEMENT

To secure performance of Grantor's obligations under the Loan Agreement, Grantor grants to Lender a security interest in all of Grantor's right, title and interest in Grantor's intellectual property whether presently existing or hereafter acquired (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits). This security interest is granted in conjunction with the security interest granted to Lender in the Loan Agreement.

As used in this Agreement, all capitalized terms shall have the following definitions:

"Copyrights" means any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held.

"Patents" means all patents, patent applications and like protections including without limitation improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same.

"Trademarks" means any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Borrower connected with and symbolized by such trademarks.

This Agreement may be executed in any number of counterparts and all of such counterparts taken together shall be deemed to constitute one and the same instrument.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed as of the first date written above.

Address of Grantor:

3532 Arden Road
Hayward, CA 94545
Attention:

GOLDEN APPLE (CALIFORNIA) CORP.

By: ~~_____~~

Title: President

MAXSPEED PERFORMANCE, INC.

By: ~~_____~~

Title: President

Address of Lender:

2350 Mission College Blvd., Suite 988
Santa Clara, CA 95054
Attn: Kelvin Chan

EAST WEST BANK

By: ~~_____~~

Title: FVP & Team Manager

EXHIBIT A

Copyrights

Title	Registration Number	Registration Date
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EXHIBIT B

Patents

<u>Description</u>	<u>Application Number</u>	<u>Application Date</u>	<u>Patent Number</u>	<u>Issue Date</u>
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EXHIBIT C

Trademarks

<u>Description</u>	<u>Serial / Registration Number</u>	<u>Application /Registration Date</u>
RSL	3,053,929	01/31/06
STERN	3,560,531	01/13/09
NITRO	2,795,491	12/16/03
NEX	2,514,759	12/04/01
GA	2,577,209	06/11/02
GOLDEN APPLE	2,406,348	11/21/00
MAXSPEED	2,405,261	11/21/00
ADR	2,222,554	02/09/99
MAXSPEED	2,135,542	02/10/98
STERN	2,135,536	02/10/98