

**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
John Wayne Enterprises, LLC		12/08/2010	LIMITED LIABILITY COMPANY: CALIFORNIA

**RECEIVING PARTY DATA**

Name:	City National Bank
Street Address:	400 North Roxbury Drive
Internal Address:	Fifth Floor
City:	Beverly Hills
State/Country:	CALIFORNIA
Postal Code:	90213
Entity Type:	Chartered Bank: UNITED STATES

**PROPERTY NUMBERS Total: 29**

Property Type	Number	Word Mark
Registration Number:	3727538	D
Serial Number:	77654671	D
Registration Number:	3456443	D
Registration Number:	3128325	DUKE
Registration Number:	3245232	DUKE'S PLACE
Registration Number:	3730747	JOHN WAYNE
Registration Number:	3730742	JOHN WAYNE
Registration Number:	3137619	JOHN WAYNE
Registration Number:	3197875	JOHN WAYNE
Registration Number:	1455175	JOHN WAYNE
Registration Number:	2969284	JOHN WAYNE
Serial Number:	77311697	JOHN WAYNE
Registration Number:	3561444	JOHN WAYNE

CH \$740.00 3727538

Serial Number:	77649763	JOHN WAYNE
Serial Number:	77737496	JOHN WAYNE
Serial Number:	77520627	JOHN WAYNE
Serial Number:	77520637	JOHN WAYNE
Serial Number:	77737562	JOHN WAYNE
Serial Number:	77737526	JOHN WAYNE
Serial Number:	77649749	JOHN WAYNE STOCK & SUPPLY CO.
Registration Number:	2965716	WAYNE ENTERPRISES
Serial Number:	76631137	DUKE
Serial Number:	76546718	DUKE
Serial Number:	76546721	DUKE
Serial Number:	77808134	JOHN WAYNE
Serial Number:	77849953	JOHN WAYNE
Serial Number:	77808157	JOHN WAYNE
Serial Number:	77978402	JOHN WAYNE
Serial Number:	85184102	THE DUKE

**CORRESPONDENCE DATA**

Fax Number: (714)546-9035  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: (714) 641-5100  
Email: ddundas@rutan.com, trademarks@rutan.com,  
scain@rutan.com, ezaskoda@rutan.com  
Correspondent Name: Derek Dundas  
Address Line 1: 611 Anton Boulevard  
Address Line 2: Suite 1400  
Address Line 4: Costa Mesa, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER:	028121.0001
NAME OF SUBMITTER:	Erin R. Zaskoda
Signature:	/Erin R. Zaskoda/
Date:	02/15/2011

**Total Attachments: 17**

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**TRADEMARK**  
**REEL: 004479 FRAME: 0403**

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**CREDIT AGREEMENT**

This Credit Agreement (the "Agreement"), dated as of December 8, 2010, is between **City National Bank**, a national banking association ("**CNB**") and **John Wayne Enterprises, LLC**, a California limited liability company ("**Borrower**").

1. **DEFINITIONS.** As used in this Agreement, these terms have the following meanings:

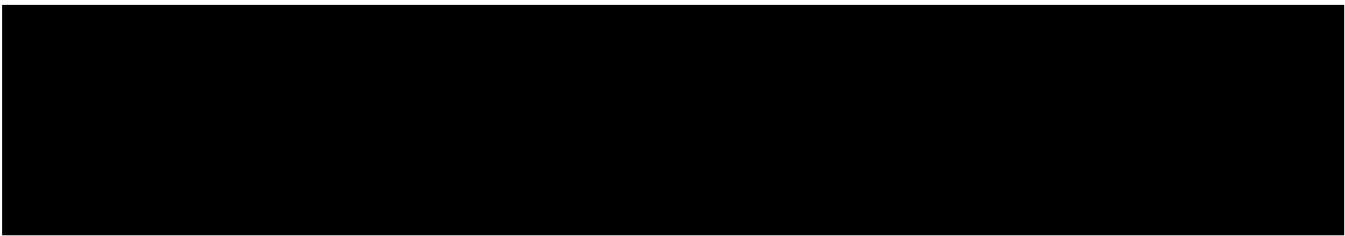
[REDACTED]

[REDACTED]

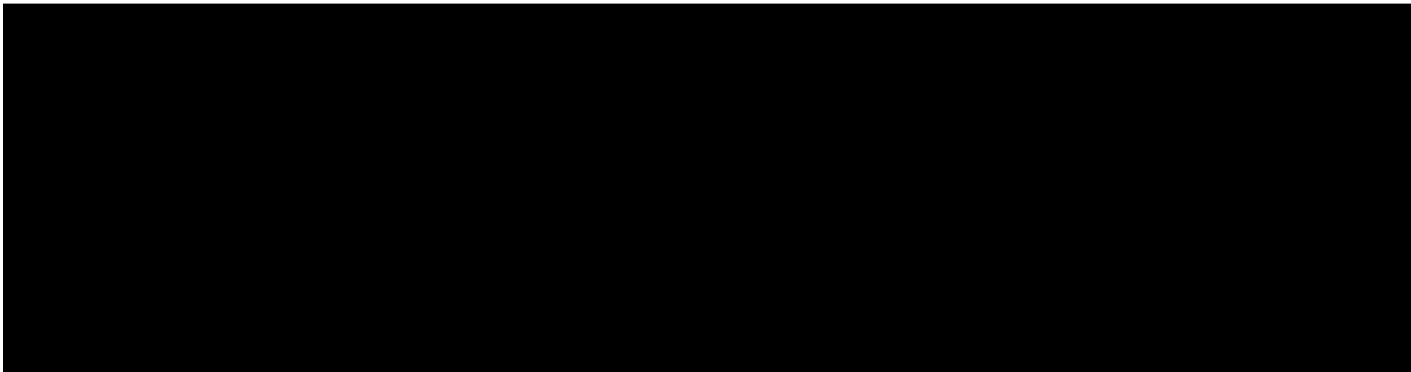
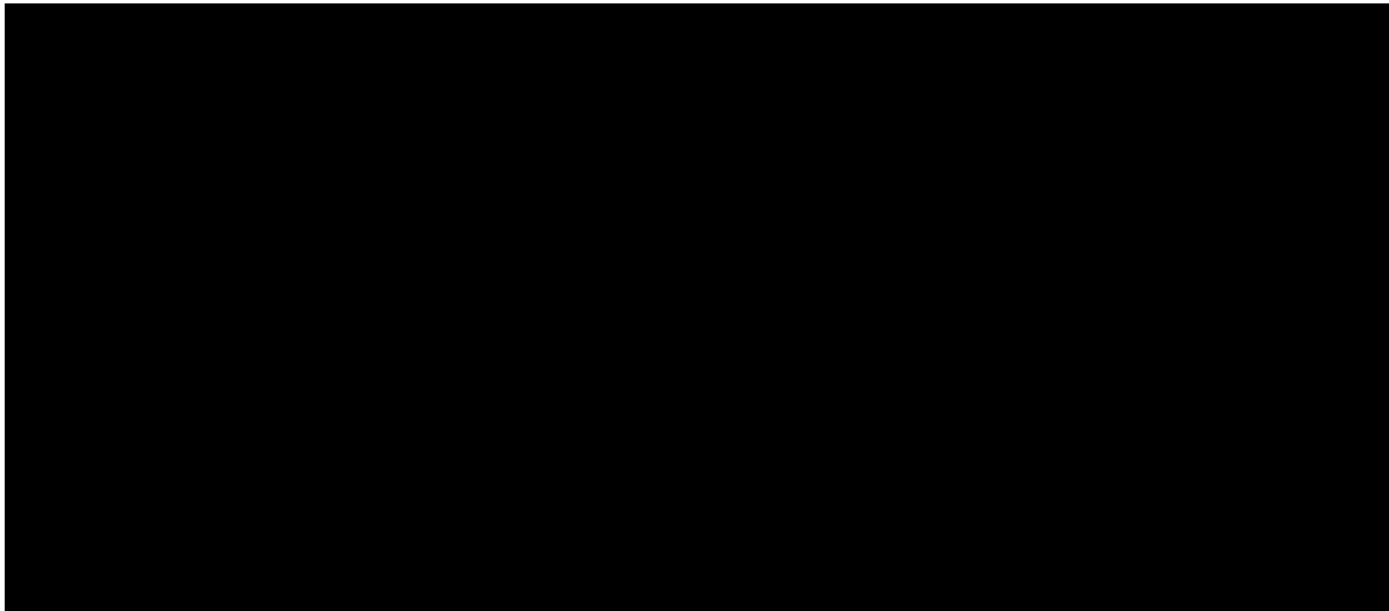
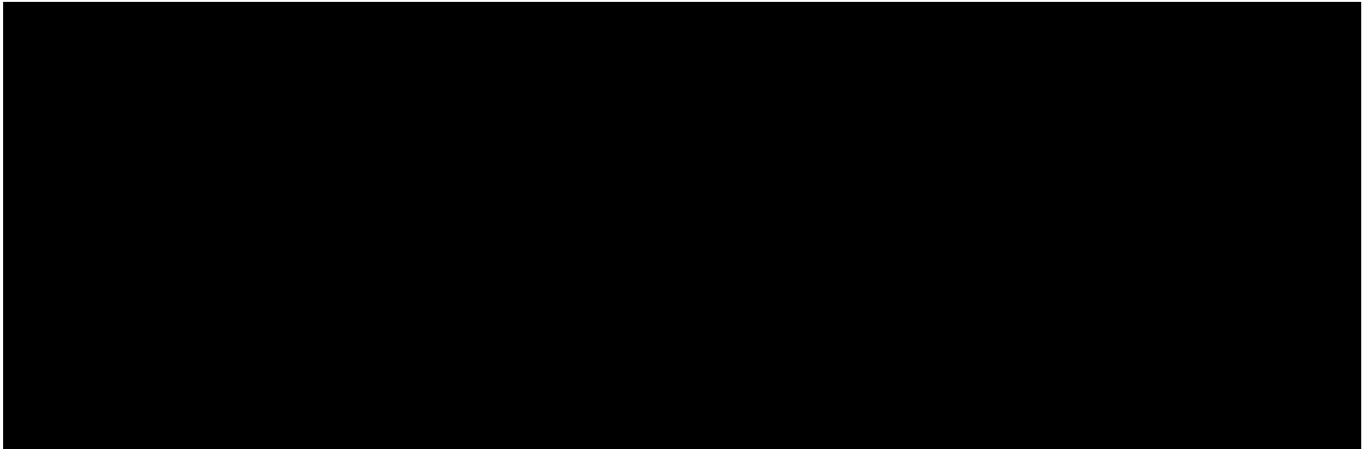
[REDACTED]


1.6 "**Borrower's Trademarks**" shall mean trademarks applied for and/or registered with the United States Patent and Trademark Office and held in the name of Borrower or Borrower's predecessor in interest by conversion, Wayne Enterprises, L.P., a California limited partnership.

[REDACTED]

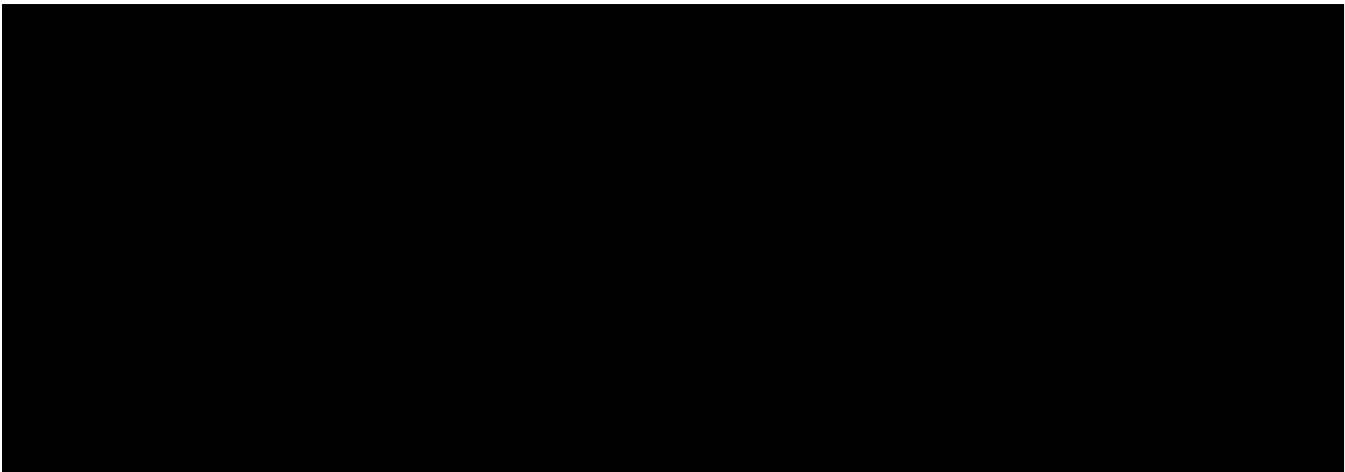
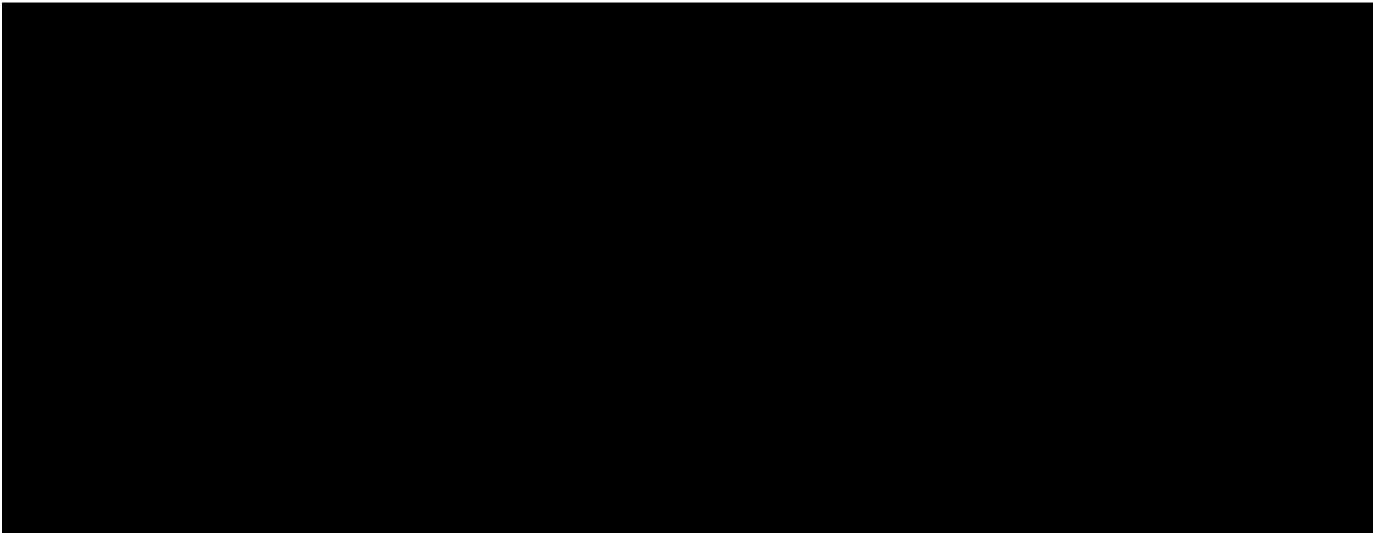
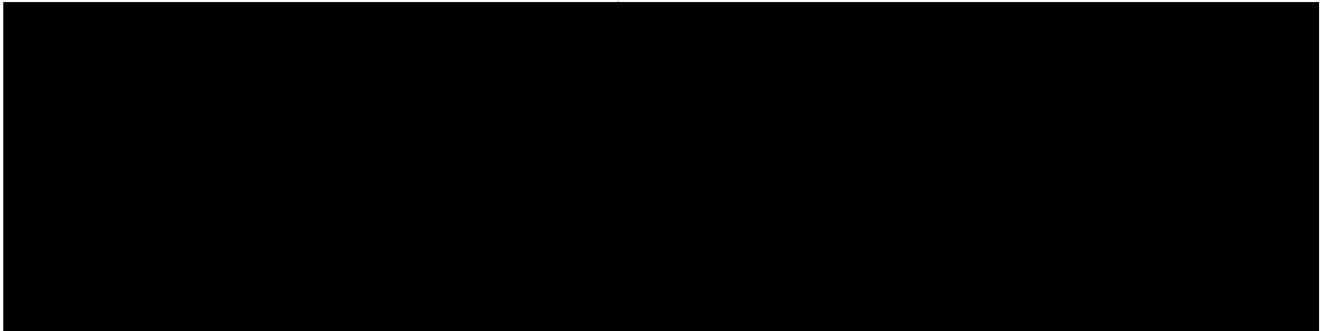


1.9 "Collateral" means the property, if any, securing the Obligations, as described in Section 8.





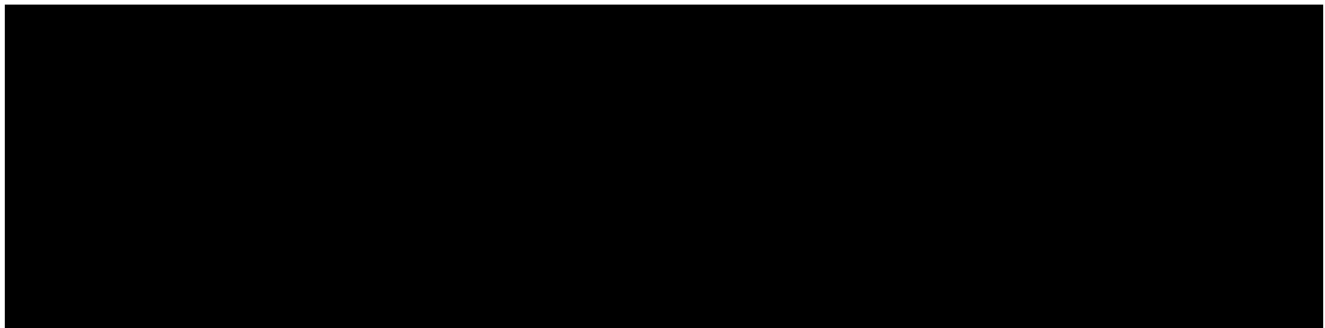
1.22 **“Obligations”** means all present and future liabilities and obligations of Borrower to CNB hereunder and all other liabilities and obligations of Borrower to CNB of every kind, now existing or hereafter owing, matured or unmatured, direct or indirect, absolute or contingent, joint or several, including any extensions and renewals thereof and substitutions therefor.





### 3. TERM AND TERMINATION.

3.1 **Establishment of Termination Date.** The term of this Agreement will begin as of the date hereof and continue until the Termination Date, unless the term is renewed for an additional period by CNB giving Borrower prior written notice, in which event the Termination Date will mean the renewed maturity date set forth in such notice. Notwithstanding the foregoing, CNB may, at its option, terminate this Agreement pursuant to the section entitled "CNB's Remedies"; the date of any such termination will become the Termination Date as that term is used in this Agreement.



[REDACTED]

**4. CONDITIONS PRECEDENT.** The obligation of CNB to make the Loan is subject to CNB's receipt of each of the following, in form and substance satisfactory to CNB, and duly executed as required by CNB, on or before December 17, 2010:

[REDACTED]

[REDACTED]

4.8 Evidence satisfactory to CNB that Borrower's Trademarks have been duly filed with the United States Patent and Trademark Office as follows:

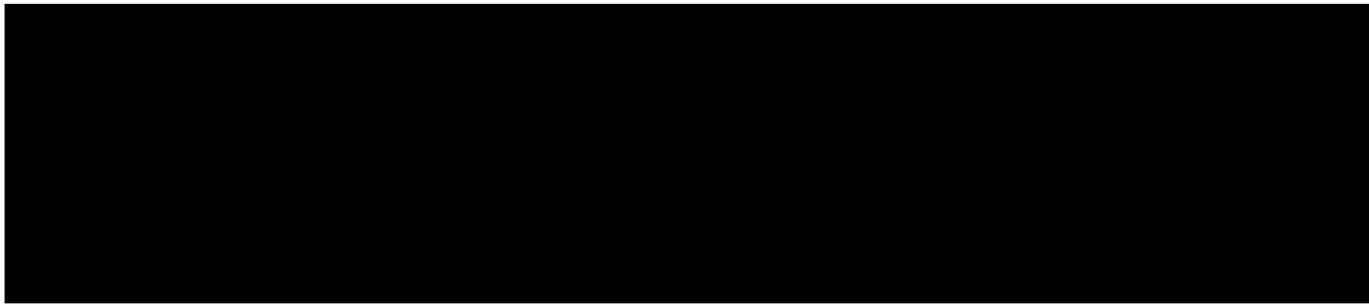
Application No.	Application Date	Registration No.	Registration Date
77/657,066	1/26/2009	3,727,538	12/22/2009
77/654,671	1/22/2009	N/A	
77/155,711	4/12/2007	3,456,443	7/1/2008
76/546,729	9/2/2003	3,128,325	8/15/2006
76/270,478	6/21/2001	3,245,232	5/22/2007
77/657,070	1/26/2009	3,730,747	12/29/2009
77/654,646	1/22/2009	3,730,742	12/29/2009
76/631,138	2/10/2005	3,137,619	9/5/2006
76/631,139	2/10/2005	3,197,875	1/16/2007
73/619,940	9/15/1986	1,455,175	9/1/1987
76/546,727	9/2/2003	2,969,284	7/19/2005

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12/10/10 1:30 PM

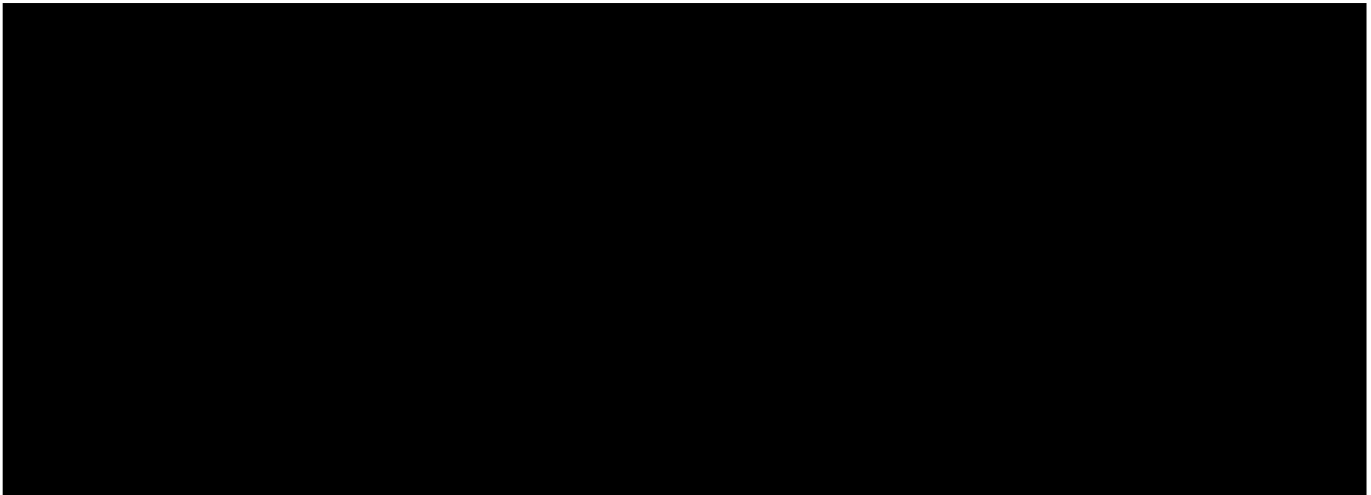


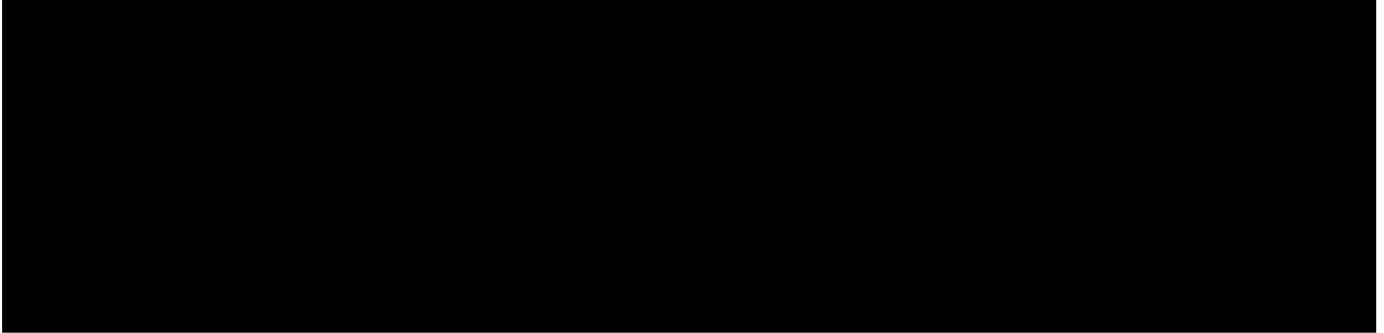
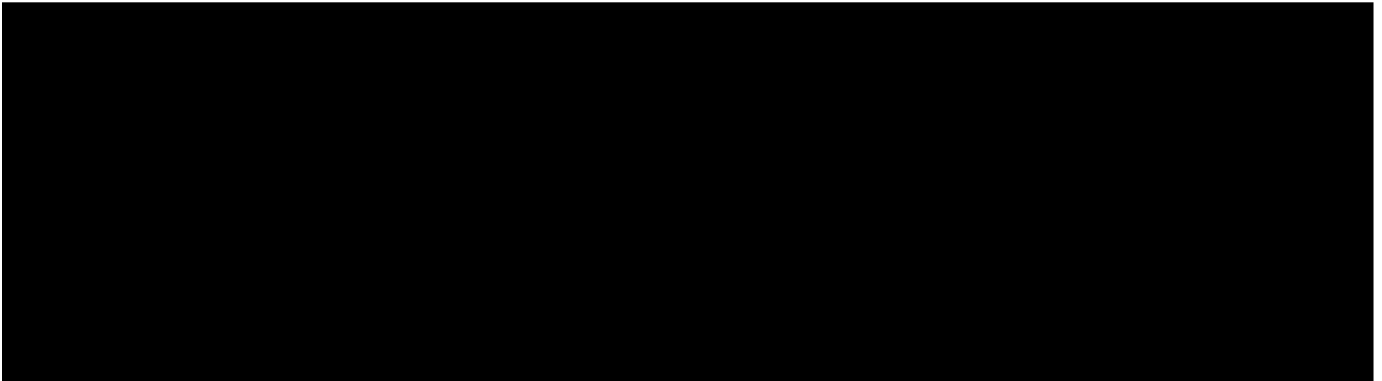
77/311,697	10/24/2007	N/A	
76/546,716	9/2/2003	3,561,444	1/13/2009
77/649,763	1/14/2009	N/A	
77/737,496	5/14/2009	N/A	
77/520,627	7/11/2008	N/A	
77/520,637	7/11/2008	N/A	
77/737,562	5/14/2009	N/A	
77/737,526	5/14/2009	N/A	
77/649,749	1/14/2009	N/A	
76/544,495	9/2/2003	2,965,716	7/12/2005
76/631,137	2/10/2005	N/A	
76/546,718	9/2/2003	N/A	
76/546,721	9/2/2003	N/A	
77/808,134	8/19/2009	N/A	
77/849,953	10/15/2009	N/A	
77/808,157	8/19/2009	N/A	
77/978,402	10/24/2007	N/A	
77/657,066	1/26/2009	3,727,538	12/22/2009
85/184,102	11/23/2010		

4.9 An opinion of counsel for Borrower, assuming the due filing of the Borrower's Trademarks as set forth in Section 4.8, that CNB, by virtue of the security interests granted in this Agreement, when duly perfected by the filing of a financing statement with the California Secretary of State's office, CNB will hold a perfected security interest in Borrower's Trademarks;

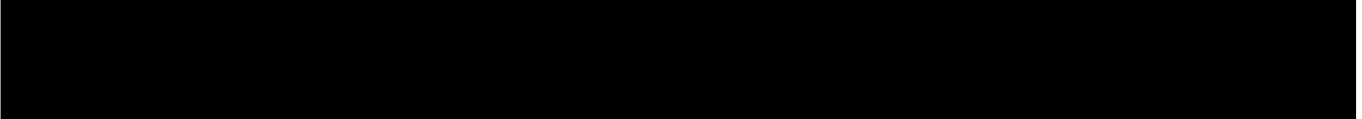
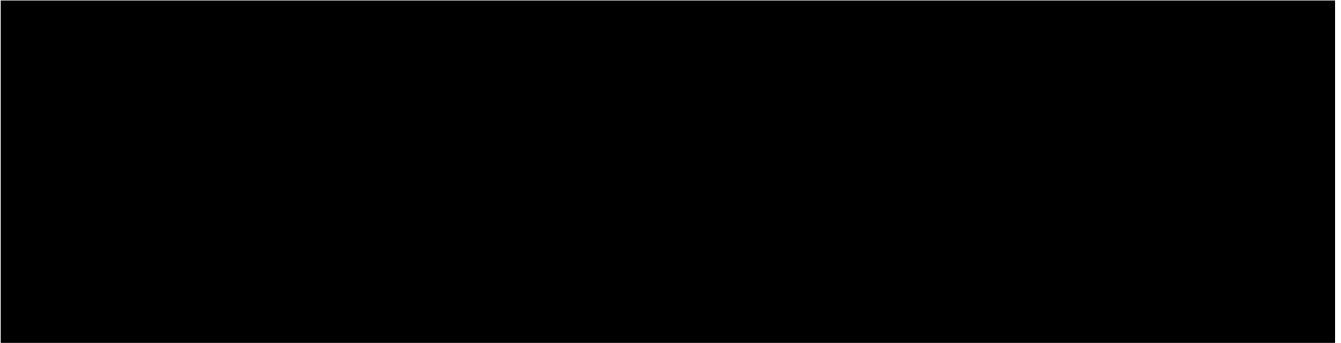
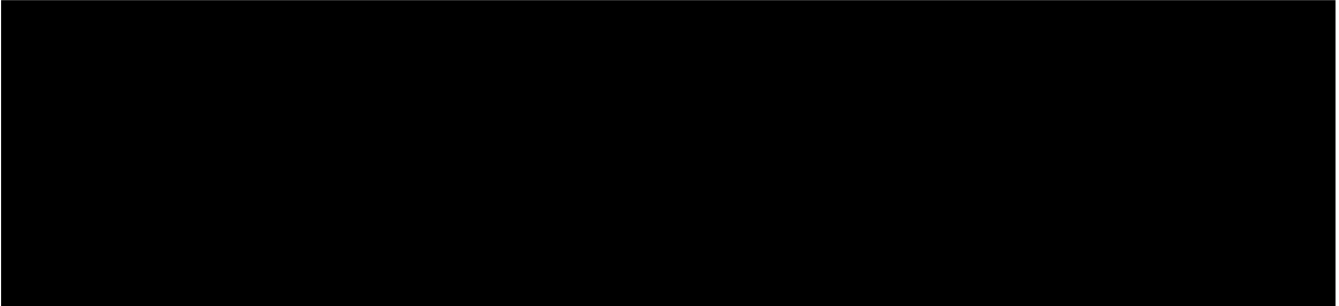


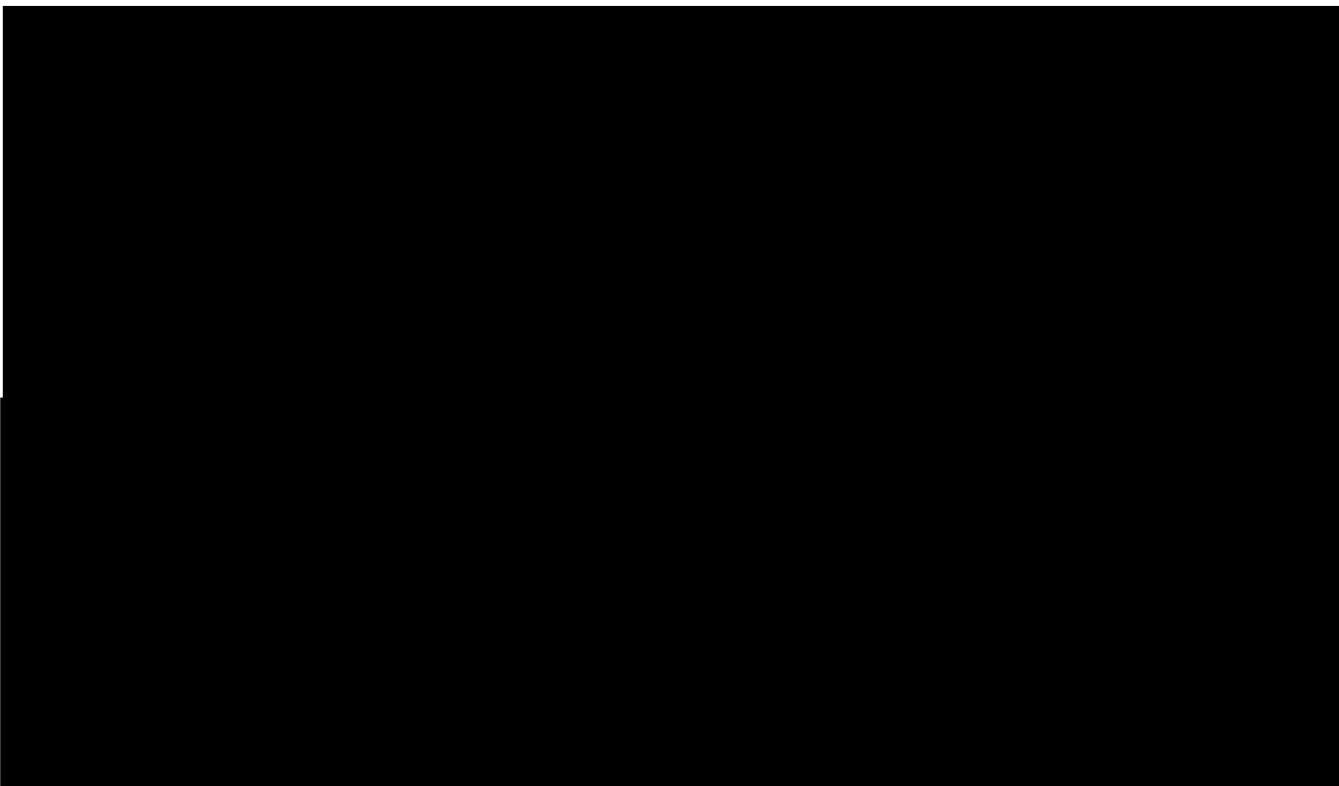
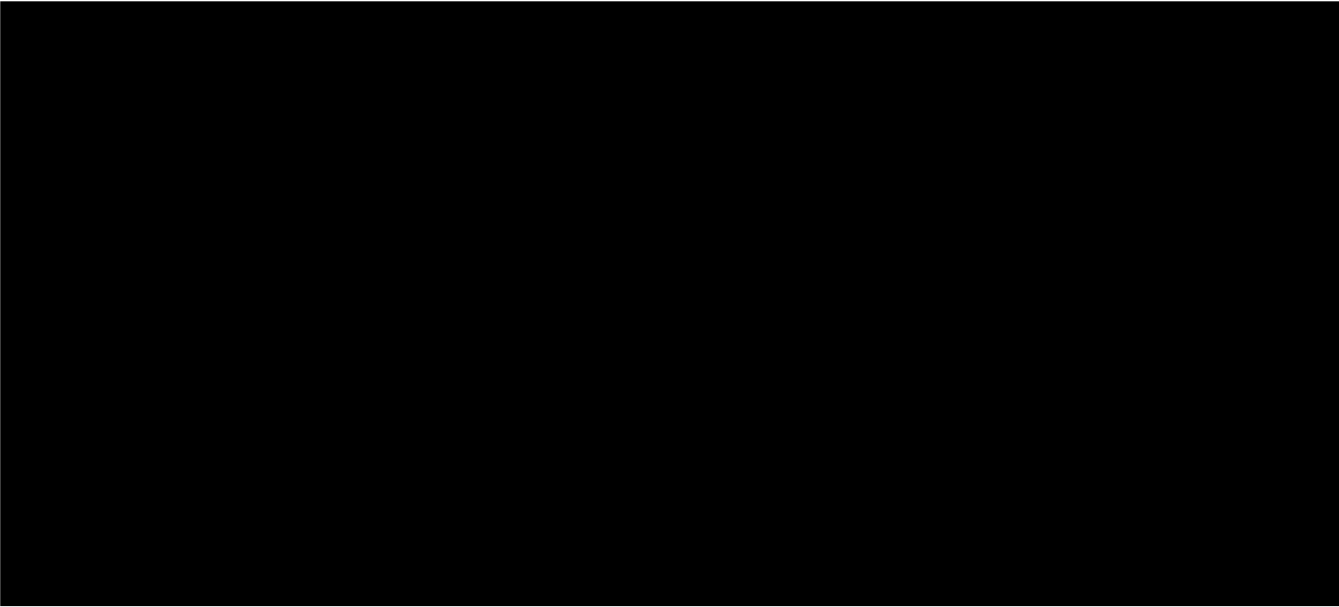
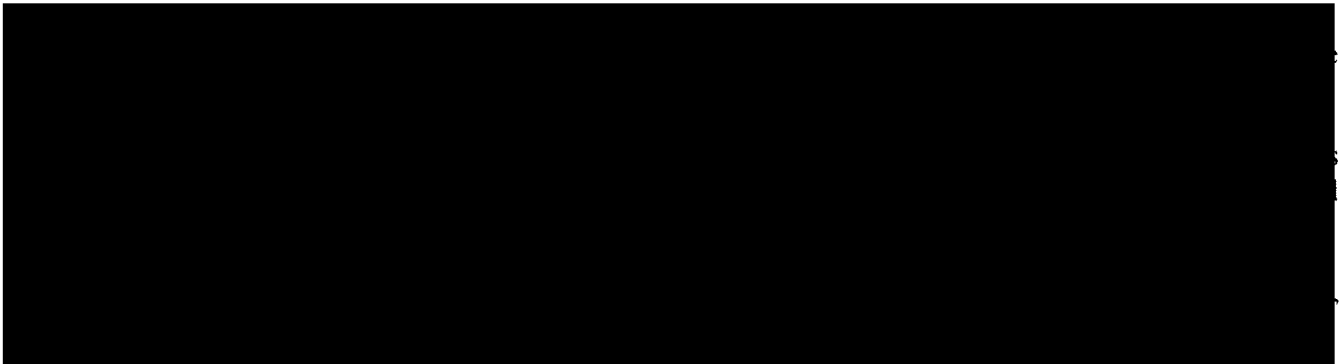
**5. REPRESENTATIONS AND WARRANTIES.** Borrower represents and warrants (and each request for a Loan or other extension of credit will be deemed a representation and warranty made on the date of such request) that:

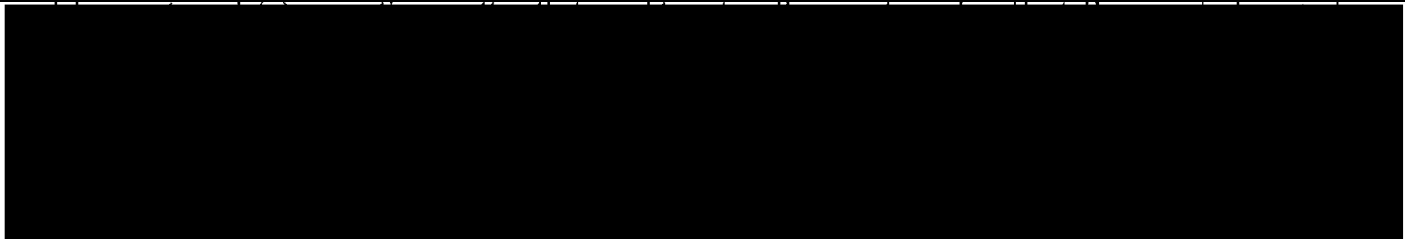
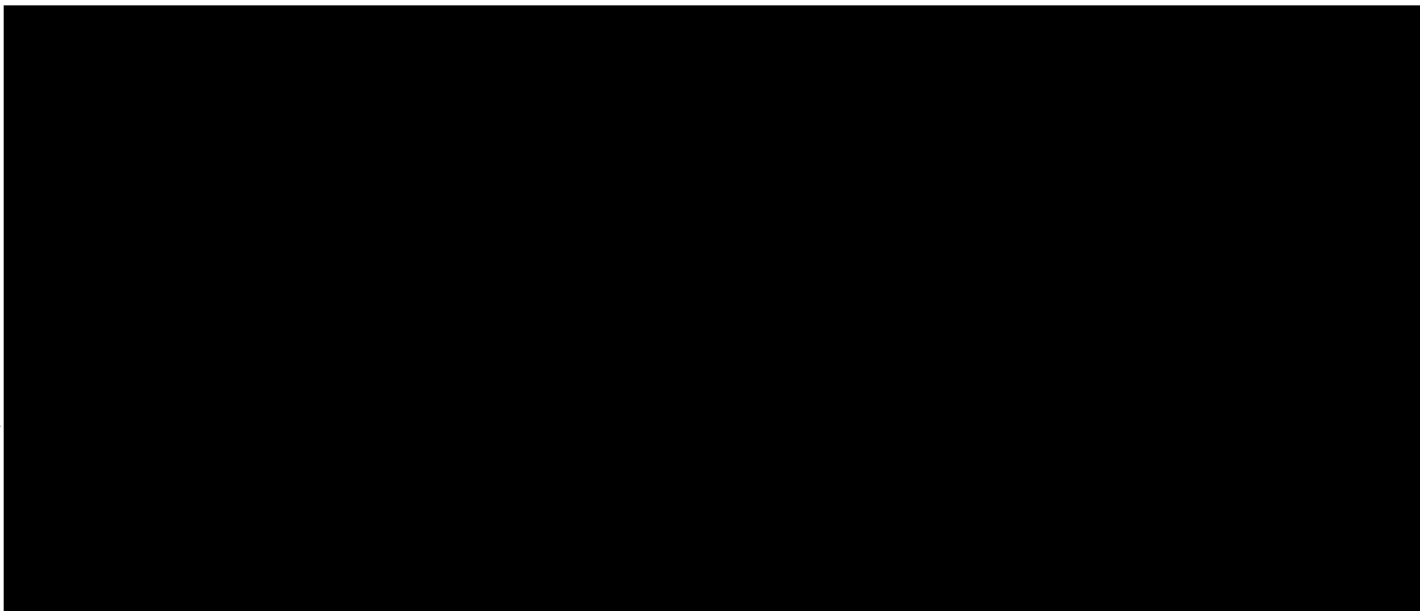
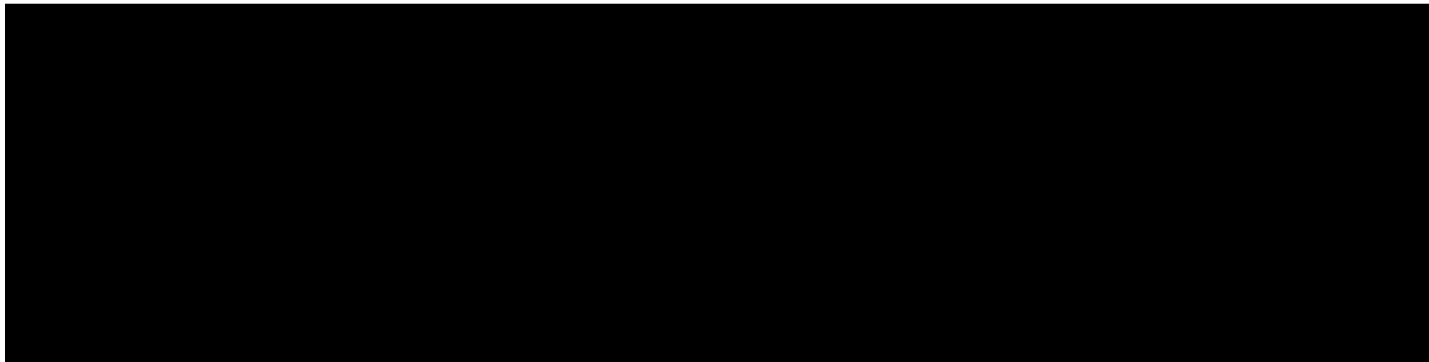
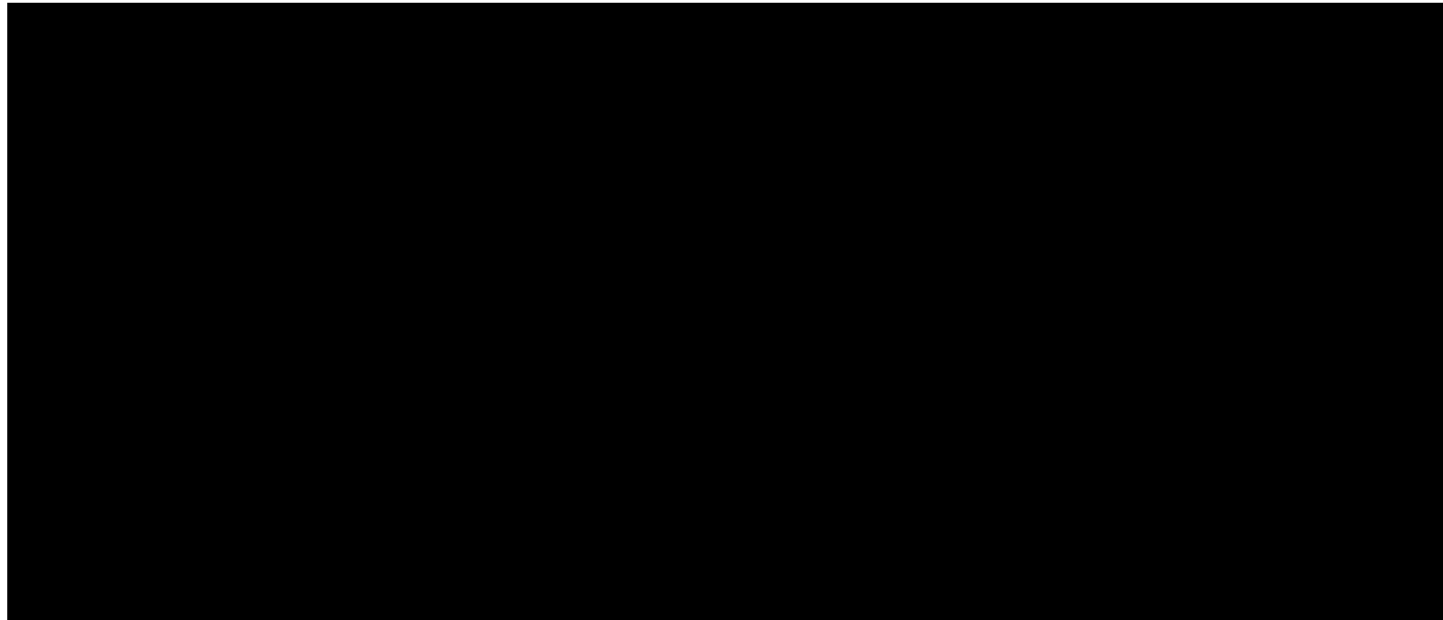


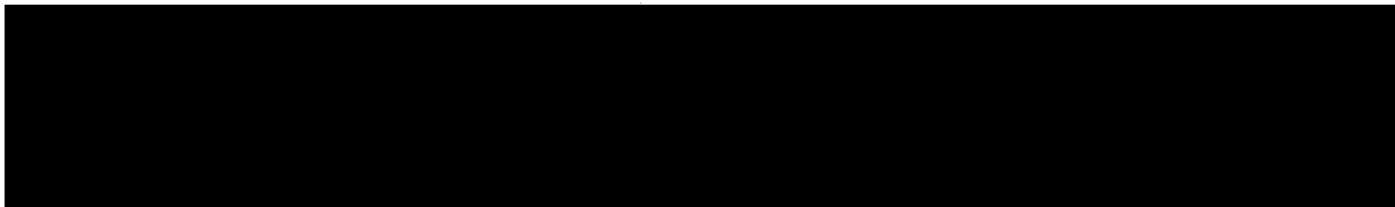
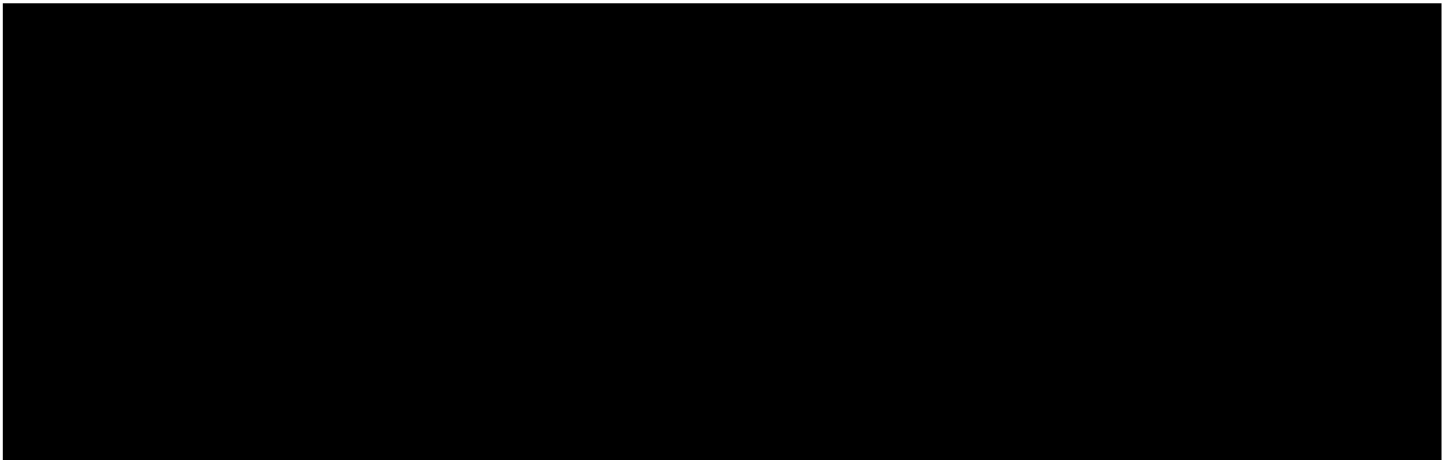
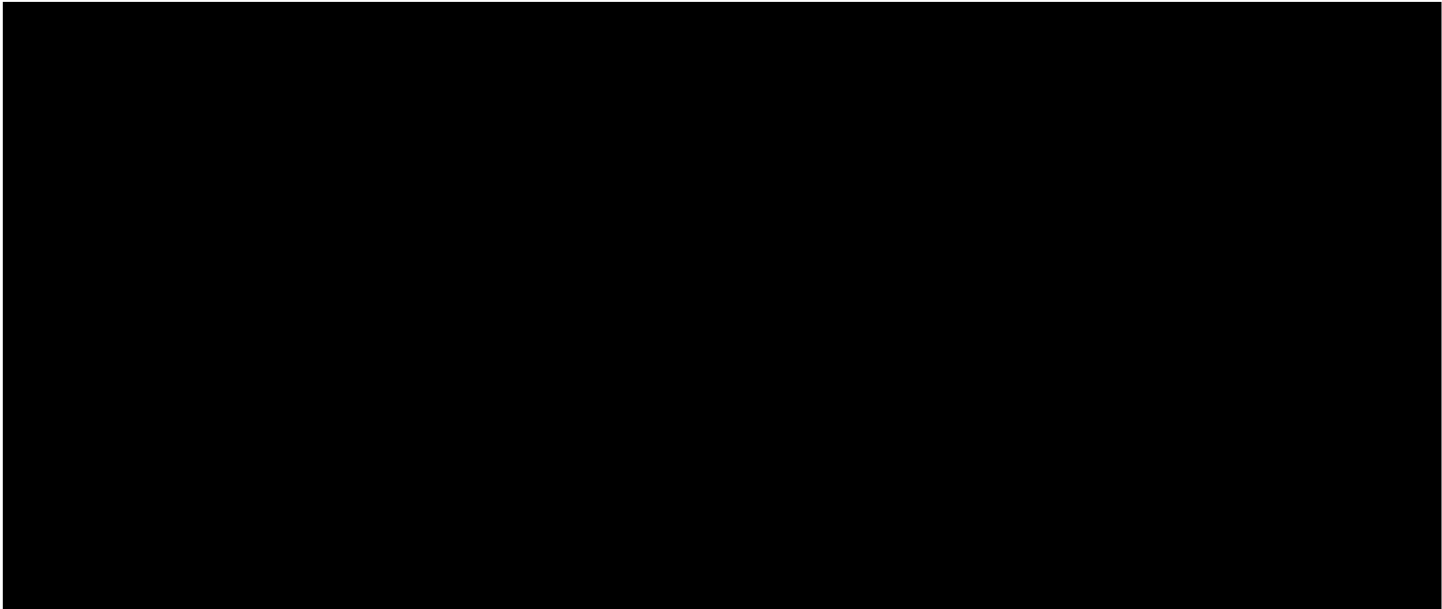


5.7 **Collateral.** Borrower owns and has possession of and has the right and power to grant a security interest in the Collateral, and the Collateral is genuine and free from liens, adverse claims, set-offs, defaults, prepayments, defenses and encumbrances except those in favor of CNB. No bills of lading, warehouse receipts or other documents or instruments of title are outstanding with respect to the Collateral or any portion of the Collateral, in favor of a Person other than Borrower. The office where Borrower keeps its records concerning all Accounts is 210 62<sup>nd</sup> Street, Newport Beach, CA 92663.





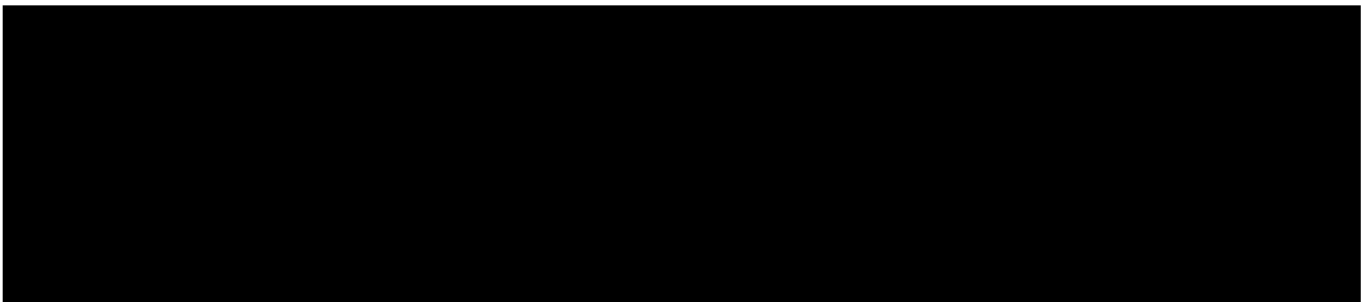




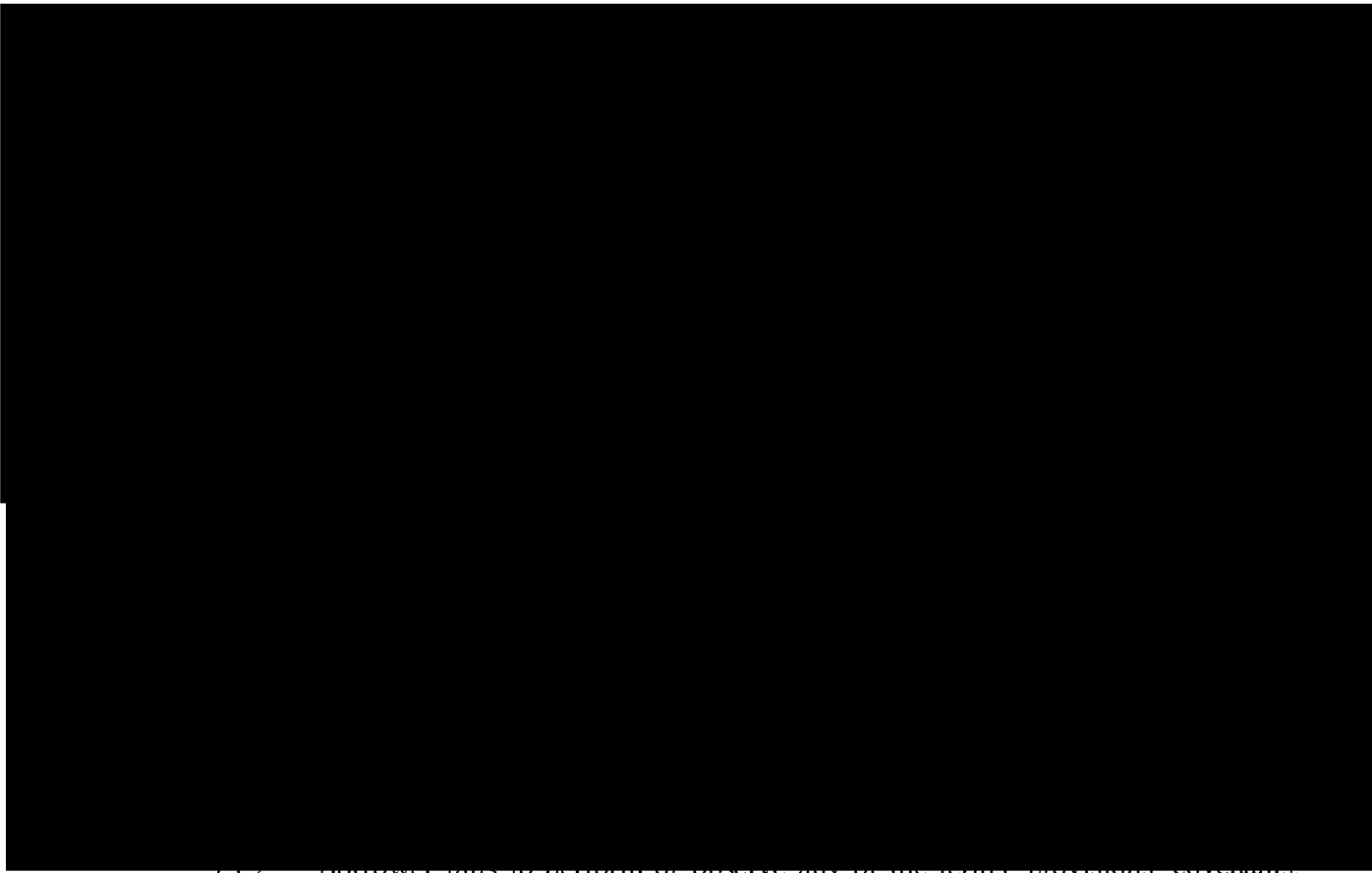

**8. SECURITY AGREEMENT.**

8.1 **Grant of Security Interest.** To secure all Obligations hereunder as well as all other Obligations to CNB, Borrower hereby grants and transfers to CNB a continuing security interest in the following property whether now owned or hereafter acquired:



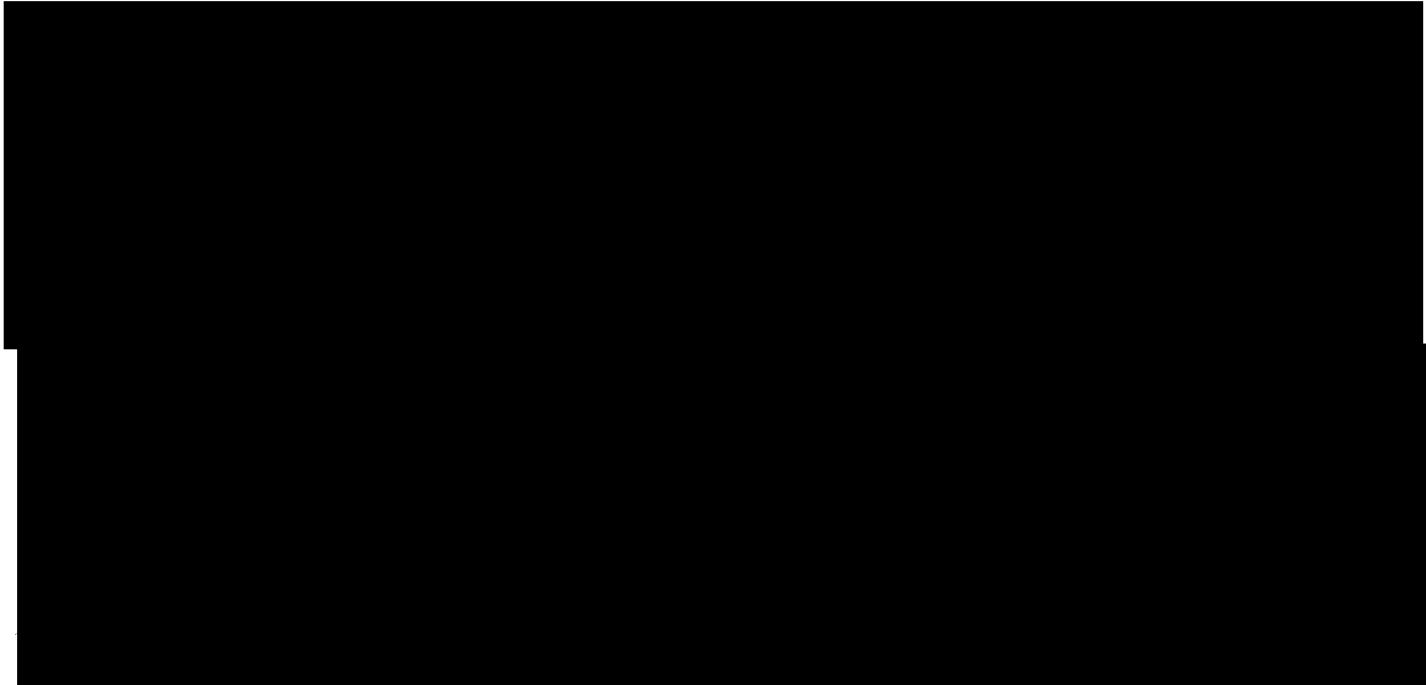
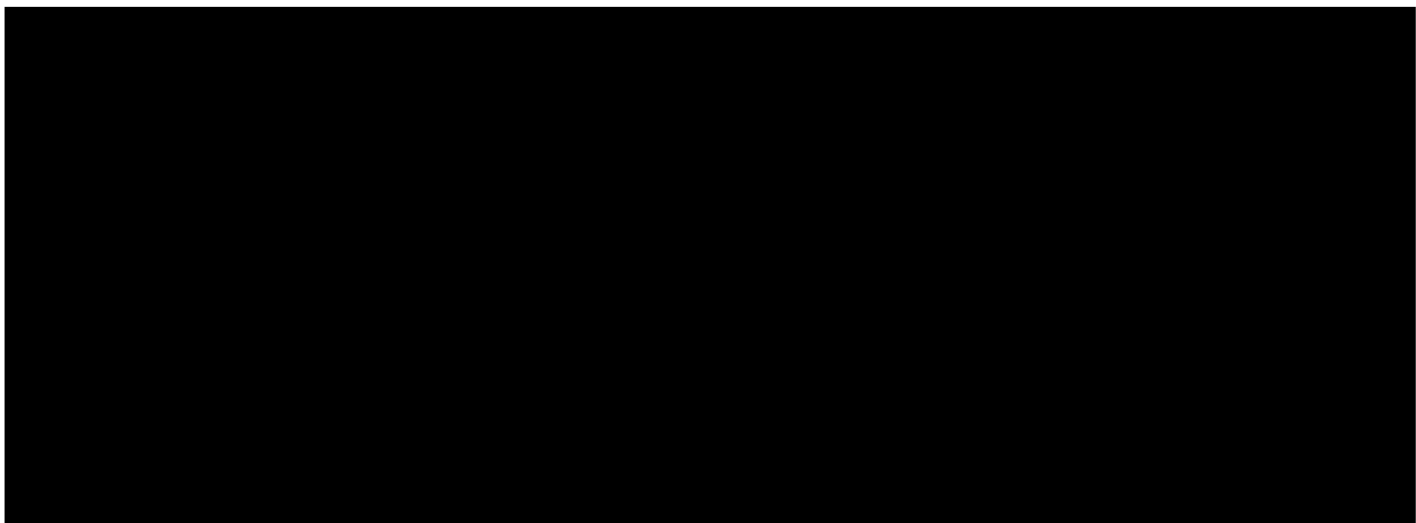
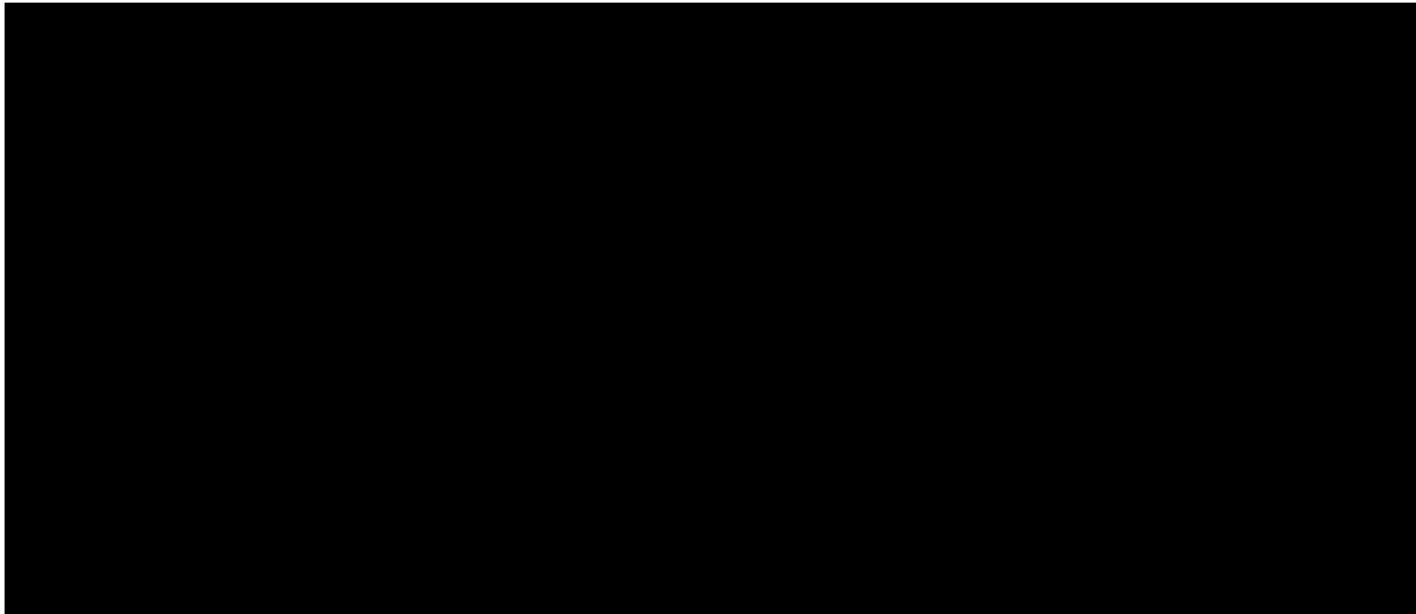
8.1.5 All of Borrower's interest in any patents (now existing or pending), copyrights, including but not limited to Registration Numbers V1857P148, V3582D451 and V2240P266, trade names, trademarks, including but not limited to licensing agreements entered into in connection with trademarks, and service marks useful to the operation of Borrower's business;

8.1.9 Any other Collateral which CNB and Borrower may designate as additional security from time to time by separate instruments.



7.1.2 Borrower fails to perform or observe any of the terms, provisions, covenants,





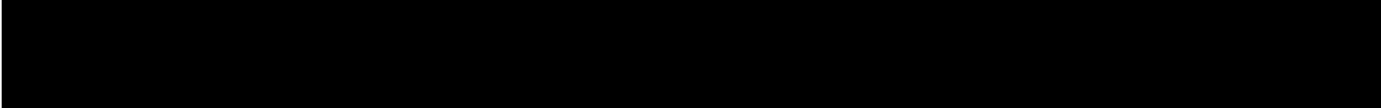
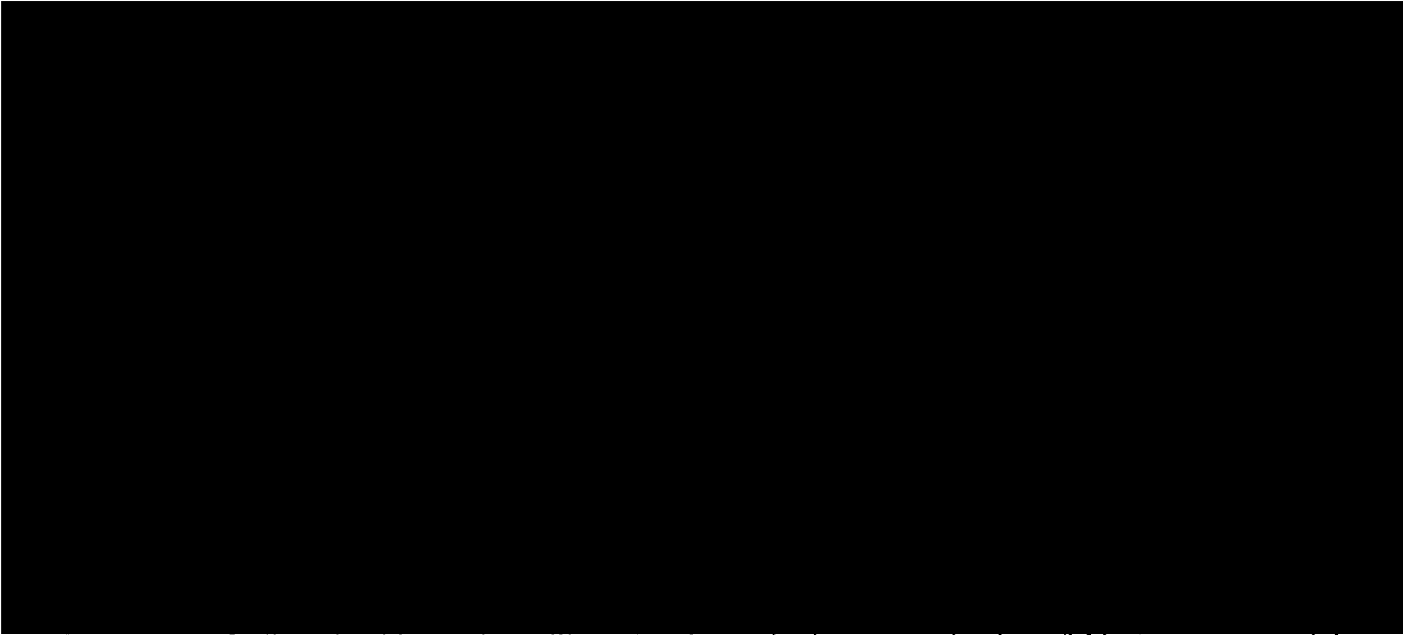
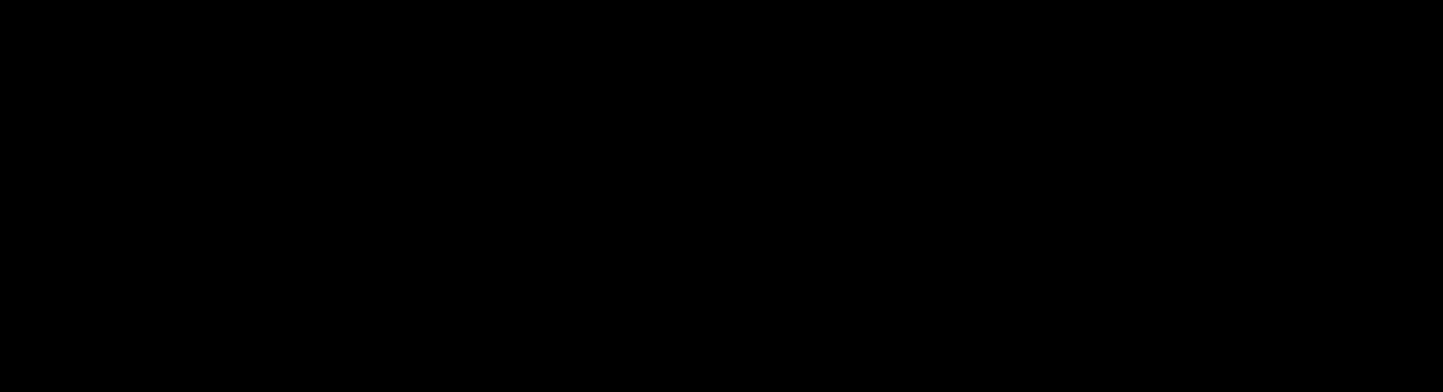
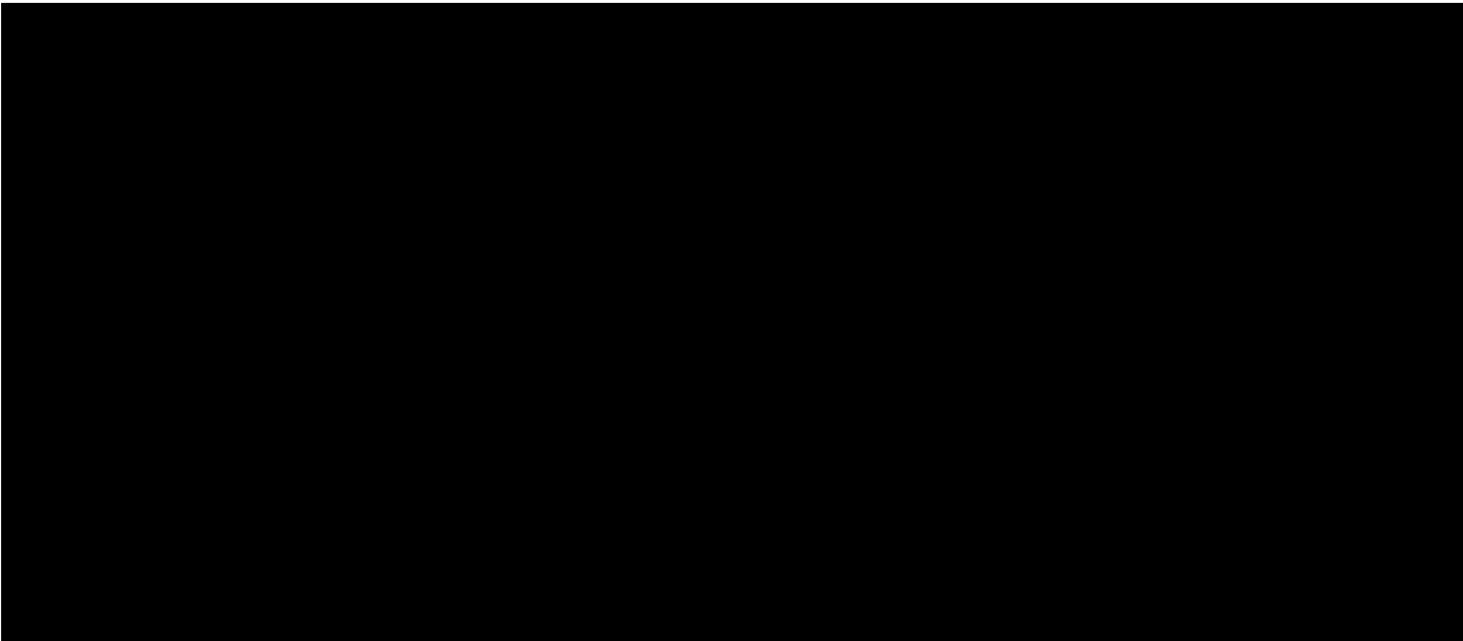


**10.2 Dispute Resolution.**

[REDACTED]

[REDACTED]

[REDACTED]



10.8 **Notices.** Any notice required or permitted under any Loan Document will be given in writing and will be deemed to have been given when personally delivered or when sent by the U.S. mail, postage prepaid, certified, return receipt requested, properly addressed. For the purposes hereof, the addresses of the parties will, until further notice given as herein provided, be as follows:

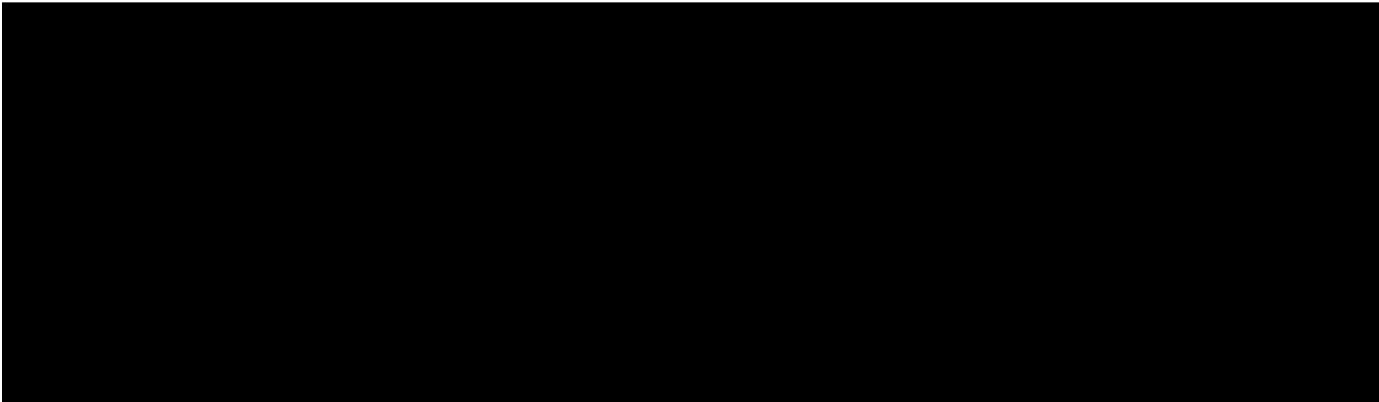
CNB: City National Bank  
400 North Roxbury Drive, Fifth Floor,  
Beverly Hills, CA 90210  
Attention: Denise Colletta, Senior Vice President

with copy to: City National Bank, Legal Department  
555 South Flower St., 18<sup>th</sup> Floor  
Los Angeles, California 90071  
Attention: Managing Counsel, Credit Unit

Borrower: John Wayne Enterprises, LLC  
210 62<sup>nd</sup> Street,  
Newport Beach, CA 92663  
Attention: John Ethan Wayne, President

with copy to: Rutan & Tucker, LLP  
611 Anton Blvd., Suite 1400  
Costa Mesa, CA 92626  
Attention: Derek D. Dundas, Esq.

10.9 **Assignments.** The provisions of this Agreement are hereby made applicable to and will inure to the benefit of CNB's successors and assigns and Borrower's successors and assigns; provided, however, that Borrower may not assign or transfer its rights or obligations under this Agreement without the prior written consent of CNB. CNB may assign this Agreement and its rights and duties hereunder. CNB reserves the right to sell, assign, transfer, negotiate, or grant participations in all or any part of, or any interest in CNB's rights and benefits hereunder. In connection therewith, CNB may disclose all documents and information which CNB now or hereafter may have relating to Borrower or Borrower's business.



10.13 **Complete Agreement.** This Agreement, together with the other Loan Documents, constitutes the entire agreement of the parties and supersedes any prior or contemporaneous oral or written agreements or understandings, if any, which are merged into this Agreement. The other Loan Documents are subject to the terms and conditions of this Agreement, and, in the event of a conflict

between the other Loan Documents and this Agreement, the provisions of this Agreement shall control. This Agreement may be amended only in a writing signed by Borrower and CNB.

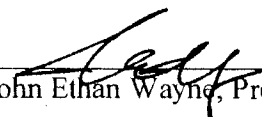


This Agreement is executed as of the date stated at the top of the first page.

**“Borrower”**


**John Wayne Enterprises, LLC**, a  
California limited liability company

By: Wayne Heritage Group, Inc., a  
California corporation, Managing Member

By:   
John Ethan Wayne, President

**“CNB”**

**City National Bank**, a  
national banking association

By:   
Denise Colletta, Senior Vice President