

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECOND AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ONE INDUSTRIES, LLC		09/20/2012	LIMITED LIABILITY COMPANY: DELAWARE
ONE INDUSTRIES CORP.		09/20/2012	CORPORATION: DELAWARE
VALENCIA SPORT GROUP, INC.		09/20/2012	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	City National Bank, as Agent
Street Address:	555 South Flower Street, 16th Floor
City:	Los Angeles
State/Country:	CALIFORNIA
Postal Code:	90071
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 25

Property Type	Number	Word Mark
Registration Number:	2946193	
Registration Number:	2970422	ONE
Registration Number:	2831710	
Registration Number:	2842641	
Registration Number:	2831709	
Registration Number:	2894616	ONE
Registration Number:	2894615	ONE
Registration Number:	2894614	ONE
Registration Number:	2894613	ONE INDUSTRIES
Registration Number:	2907713	ONE INDUSTRIES
Registration Number:	2894612	ONE INDUSTRIES

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Registration Number:	2846003	ONE INDUSTRIES
Registration Number:	2122400	ONE INDUSTRIES
Registration Number:	2122399	ONE INDUSTRIES
Registration Number:	2126304	ONE INDUSTRIES
Registration Number:	2421471	TECHNO FLEX
Registration Number:	2989454	TROOPER
Registration Number:	3175334	KOMBAT
Registration Number:	3561503	F
Registration Number:	3557980	FILTRON
Registration Number:	3026269	SUNLINE
Registration Number:	2560143	661 SIX SIX ONE
Registration Number:	2907742	TAG METALS
Registration Number:	2519016	TAG METALS
Registration Number:	2907743	T

CORRESPONDENCE DATA

Fax Number: 2136270705
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 213.683.5698
Email: MinetteTayco@paulhastings.com
Correspondent Name: Minette M. Tayco, c/o Paul Hastings LLP
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Address Line 4: Los Angeles, CALIFORNIA 90071

ATTORNEY DOCKET NUMBER:	TRIPLE7(38468.26):TRADEMA
NAME OF SUBMITTER:	Minette M. Tayco
Signature:	/Minette M. Tayco/
Date:	09/21/2012

Total Attachments: 16

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TRADEMARK

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SECOND AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

This **SECOND AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT** (this "Agreement"), dated as of September 20, 2012, is entered into by and among, **ONE INDUSTRIES, LLC**, a Delaware limited liability company ("Parent"), **ONE INDUSTRIES CORP.**, a Delaware corporation ("One Industries"), **VALENCIA SPORT GROUP, INC.**, a Delaware corporation ("Valencia"; Valencia, together with One Industries, are referred to hereinafter each individually as a "Borrower", and individually and collectively, and jointly and severally, as the "Borrowers"; and together with Parent, are referred to hereinafter each individually as a "Debtor", and individually and collectively, and jointly and severally, as the "Debtors"), and **CITY NATIONAL BANK**, a national banking association, as the arranger and administrative agent for the below-defined Lenders (in such capacity, together with its successors and assigns in such capacity, "Agent"), with reference to the following:

WHEREAS, Valencia, One Industries, **TRIPLE 7 GROUP, INC.**, a Delaware corporation ("Triple 7 Group"), **TAG METALS CORP.**, a Delaware corporation ("TAG"; TAG, together with Valencia, One Industries and Triple 7 Group, are referred to herein each individually as an "Original Debtor", and individually and collectively, and jointly and severally, as the "Original Debtors"), and Agent previously entered into that certain Amended and Restated Trademark Security Agreement, dated as of January 31, 2008 (the "Amended and Restated Trademark Agreement"), pursuant to which such Original Debtors granted, assigned and pledged to Agent a continuing security interest in all of the Original Debtors' Trademark Collateral (as defined therein);

WHEREAS, Parent, Borrowers, the lenders identified on the signature pages thereof (such lenders, together with their respective successors and permitted assigns, are referred to hereinafter each individually as a "Lender" and collectively as the "Lenders", and together with Agent, individually and collectively, and jointly and severally, the "Lender Group"), and Agent are, contemporaneously herewith, entering into that certain Third Amended and Restated Loan and Security Agreement of even date herewith (as amended, restated, modified, renewed or extended from time to time, the "Loan Agreement"), pursuant to which the Lender Group has agreed to make certain financial accommodations to Borrowers, and pursuant to which each Borrower has granted to Agent for the benefit of the Lender Group and the Bank Product Providers security interests in (among other things) all of the general intangibles of such Borrower;

WHEREAS, contemporaneously herewith, Parent is executing and delivering that certain Guarantor Security Agreement ("Security Agreement") in favor of Agent in connection with the Loan Agreement;

WHEREAS, Debtors now desire to amend and restate the Amended and Restated Trademark Agreement in its entirety; and

WHEREAS, pursuant to the Loan Agreement and as one of the conditions precedent to the obligations of the Lenders under the Loan Agreement, each Debtor has agreed to execute and deliver this Agreement to Agent for filing with the PTO (as defined below) and with

any other relevant recording systems in any domestic or other jurisdiction, and as further evidence of and to effectuate Agent's existing security interests in the trademarks and other general intangibles described herein.

NOW, THEREFORE, for valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Debtors hereby agree to amend and restate the Amended and Restated Trademark Agreement in favor of Agent, for the benefit of the Lender Group and the Bank Product Providers, as follows:

1. Definitions; Interpretation.

(a) Certain Defined Terms. As used in this Agreement, the following terms shall have the following meanings:

“Agent” has the meaning ascribed to such term in the preamble to this Agreement.

“Agreement” has the meaning set forth in the preamble hereto.

“Bank Product Providers” has the meaning ascribed to such term in the Loan Agreement.

“Code” means the Uniform Commercial Code in effect from time to time in the State of California.

“Debtor” and “Debtors” have the respective meanings set forth in the preamble hereto.

“Event of Default” has the meaning set forth in the Loan Agreement.

“Lender” and “Lenders” have the respective meanings set forth in the recitals to this Agreement.

“Lender Group” has the meaning ascribed to such term in the recitals to this Agreement.

“Loan Agreement” has the meaning set forth in the recitals hereto.

“Proceeds” means whatever is receivable or received from or upon the sale, lease, license, collection, use, exchange or other disposition, whether voluntary or involuntary, of any Trademark Collateral, including “proceeds” as such term is defined in the Code, and all proceeds of proceeds. Proceeds shall include (i) any and all accounts, chattel paper, instruments, general intangibles, cash and other proceeds, payable to or for the account of any Debtor, from time to time in respect of any of the Trademark Collateral, (ii) any and all proceeds of any insurance, indemnity, warranty or guaranty payable to or for the account of any Debtor from time to time with respect to any of the Trademark Collateral, (iii) any and all claims and payments (in any form whatsoever) made or due and payable to any Debtor from time to time in connection with any requisition, confiscation, condemnation, seizure or forfeiture of all or any part of the Trademark Collateral by any Person acting under color of governmental authority, and (iv) any

and all other amounts from time to time paid or payable under or in connection with any of the Trademark Collateral or for or on account of any damage or injury to or conversion of or infringement of rights in any Trademark Collateral by any Person.

“PTO” means the United States Patent and Trademark Office and any successor thereto.

“Secured Obligations” means, with respect to the Debtors, all liabilities, obligations (including the Obligations), or undertakings owing by the Debtors to the Lender Group or any Bank Product Provider of any kind or description arising out of or outstanding under, advanced or issued pursuant to, or evidenced by the Loan Agreement, the Guaranty, the Security Agreement, this Agreement, or any of the other Loan Documents, irrespective of whether for the payment of money, whether direct or indirect, absolute or contingent, due or to become due, voluntary or involuntary, whether now existing or hereafter arising, and including all interest, costs, fees, and expenses (including attorneys’ fees), or indemnity obligations (including any portion of any of the foregoing that accrues after the commencement of an Insolvency Proceeding, whether or not allowed or allowable in whole or in part as a claim in any such Insolvency Proceeding) and any and all other amounts which the Debtors are required to pay pursuant to any of the foregoing, by law, or otherwise.

“Security Agreement” has the meaning set forth in the recitals hereto.

“Trademark Collateral” has the meaning set forth in Section 2.

“Trademarks” has the meaning set forth in Section 2.

“United States” and “U.S.” each mean the United States of America.

(b) Terms Defined in Code. Where applicable and except as otherwise defined herein, terms used in this Agreement shall have the meanings assigned to them in the Code.

(c) Interpretation. In this Agreement, except to the extent the context otherwise requires:

(i) Any reference to a Section or a Schedule is a reference to a section hereof, or a schedule hereto, respectively, and to a subsection or a clause is, unless otherwise stated, a reference to a subsection or a clause of the Section or subsection in which the reference appears.

(ii) The words “hereof,” “herein,” “hereby,” “hereto,” “hereunder” and the like mean and refer to this Agreement as a whole and not merely to the specific Section, subsection, paragraph or clause in which the respective word appears.

(iii) The meaning of defined terms shall be equally applicable to both the singular and plural forms of the terms defined.

(iv) The words “including,” “includes” and “include” shall be deemed to be followed by the words “without limitation.”

(v) References to agreements and other contractual instruments shall be deemed to include all alterations, amendments, changes, extensions, modifications, renewals, restatements, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein).

(vi) References to statutes or regulations are to be construed as including all statutory and regulatory provisions consolidating, amending or replacing the statute or regulation referred to.

(vii) Any captions and headings are for convenience of reference only and shall not affect the construction of this Agreement.

(viii) Capitalized words not otherwise defined herein shall have the respective meanings ascribed to them in the Loan Agreement.

(ix) Neither this Agreement nor any uncertainty or ambiguity herein shall be construed or resolved against the Lender Group or any Debtor, whether under any rule of construction or otherwise. On the contrary, this Agreement has been reviewed by all parties and shall be construed and interpreted according to the ordinary meaning of the words used so as to fairly accomplish the purposes and intentions of the Lender Group and Debtors.

(x) In the event of a direct conflict between the terms and provisions of this Agreement, on the one hand, and the Loan Agreement or the Security Agreement, on the other hand, it is the intention of the parties hereto that such documents shall be read together and construed, to the fullest extent possible, to be in concert with each other. In the event of any actual, irreconcilable conflict between this Agreement, on the one hand, and the Loan Agreement or the Security Agreement, on the other hand, that cannot be resolved as aforesaid, the terms and provisions of the Loan Agreement or the Security Agreement, as applicable, shall control and govern; provided, that the inclusion herein of additional obligations on the part of the Debtors and supplemental rights and remedies in favor of Agent (whether under federal law or applicable California law), in each case in respect of the Trademark Collateral, shall not be deemed in conflict with either the Loan Agreement or the Security Agreement.

(xi) The words “asset” and “property” shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties.

(xii) Any reference herein to the satisfaction, repayment, or payment in full of the Obligations or the Secured Obligations shall mean (a) the payment or repayment in full in immediately available funds of (i) the principal amount of, and interest accrued and unpaid with respect to, all outstanding Loans, together with the

payment of any premium applicable to the repayment of the Loans, (ii) all Lender Group Expenses that have accrued and are unpaid regardless of whether demand has been made therefor, and (iii) all fees or charges that have accrued hereunder or under any other Loan Document and are unpaid, (b) in the case of contingent reimbursement obligations with respect to Letters of Credit, providing cash collateral to be held by Agent for the benefit of the Lenders in an amount equal to 105% of the Letter of Credit Usage pursuant to the terms of the Loan Agreement, (c) in the case of obligations with respect to Bank Products (other than Hedge Obligations), providing cash collateral (in an amount determined by Agent as sufficient to satisfy the reasonably estimated credit exposure to be held by Agent for the benefit of the Lenders with respect to the Bank Product Obligations), (d) the receipt by Agent of cash collateral in order to secure any other contingent Obligations for which a claim or demand for payment has been made on or prior to such time or in respect of matters or circumstances known to Agent or a Lender at such time that are reasonably expected to result in any loss, cost, damage, or expense (including attorneys' fees and legal expenses), such cash collateral to be in such amount as Agent reasonably determines is appropriate to secure such contingent Obligations, (e) the payment or repayment in full in immediately available funds of all other outstanding Obligations other than unasserted contingent indemnification Obligations, and (f) the termination of the Lenders' obligation to make Advances, Letters of Credit or any other extensions of credit.

(xiii) Any reference herein to any Person shall be construed to include such Person's successors and assigns.

(xiv) Any requirement of a writing contained herein shall be satisfied by the transmission of a Record.

2. Security Interest.

(a) Assignment and Grant of Security Interests. To secure the prompt payment and performance of the Secured Obligations, each Debtor hereby grants, assigns, transfers and conveys to Agent, for the benefit of the Lender Group and the Bank Product Providers, continuing security interests in all of such Debtor's right, title and interest in and to the following property, whether now existing or hereafter acquired or arising and whether registered or unregistered (collectively, the "Trademark Collateral"):

(i) all state (including common law), provincial, and federal trademarks, service marks and trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, together with and including all licenses therefor held by such Debtor, and all registrations and recordings thereof, and all applications filed or to be filed in connection therewith, including registrations and applications in the PTO or any similar agency in any other jurisdiction, as applicable, any State of the United States (but excluding each application to register any trademark, service mark or other mark prior to the filing under applicable law of a verified statement of use (or the equivalent) for such trademark or service mark), or any other jurisdiction, and all extensions or renewals

thereof, including without limitation any of the foregoing identified on Schedule A hereto (as the same may be amended, modified or supplemented from time to time), and the right (but not the obligation) to register claims under any state or federal trademark law or regulation and to apply for, renew and extend any of the same, to sue or bring opposition or cancellation proceedings in the name of such Debtor or in the name of Agent for past, present or future infringement or unconsented use thereof, and all rights arising therefrom throughout the world (collectively, the "Trademarks");

(ii) all claims, causes of action and rights to sue for past, present or future infringement or unconsented use of any Trademarks and all rights arising therefrom and pertaining thereto;

(iii) all general intangibles related to or arising out of any of the Trademarks and all the goodwill of such Debtor's business symbolized by the Trademarks or associated therewith; and

(iv) all Proceeds of any and all of the foregoing Trademark Collateral (including license royalties, rights to payment, accounts receivable and proceeds of infringement suits) and, to the extent not otherwise included, all payments under insurance (whether or not Agent is the loss payee thereof) or any indemnity, warranty or guaranty payable by reason of loss or damage to or otherwise with respect to the foregoing Trademark Collateral.

(b) Continuing Security Interests. Each Debtor agrees that this Agreement shall create continuing security interests in the Trademark Collateral which shall remain in effect until terminated in accordance with Section 18.

(c) Incorporation into the Loan Agreement and the Security Agreement. This Agreement shall be fully incorporated into the Loan Agreement and the Security Agreement and all understandings, agreements and provisions contained in the Loan Agreement and the Security Agreement shall be fully incorporated into this Agreement. Without limiting the foregoing, the Trademark Collateral described in this Agreement shall constitute part of the Collateral in the Loan Agreement and the Security Agreement.

3. Further Assurances; Appointment of Agent as Attorney-in-Fact. Each Debtor at its expense shall execute and deliver, or cause to be executed and delivered, to Agent any and all documents and instruments, in form and substance reasonably satisfactory to Agent, and take any and all action, which Agent may reasonably request from time to time, to perfect and continue perfected, maintain the priority of or provide notice of Agent's security interests in the Trademark Collateral held by Agent for the benefit of the Lender Group and the Bank Product Providers and to accomplish the purposes of this Agreement. If any Debtor refuses to execute and deliver, or fails timely to execute and deliver, any of the documents it is reasonably requested to execute and deliver by Agent in accordance with the foregoing, Agent shall have the right, in the name of such Debtor, or in the name of Agent or otherwise, without notice to or assent by such Debtor, and such Debtor hereby irrevocably constitutes and appoints Agent (and any of Agent's officers or employees or agents designated by Agent) as such Debtor's true and lawful attorney-in-fact with full power and authority, (i) to sign the name of such Debtor on all

or any of such documents or instruments and perform all other acts that Agent reasonably deems necessary or advisable in order to perfect or continue perfected, maintain the priority or enforceability of or provide notice of Agent's security interests in the Trademark Collateral held by Agent for the benefit of the Lender Group and the Bank Product Providers, and (ii) to execute any and all other documents and instruments, and to perform any and all acts and things for and on behalf of such Debtor, which Agent may deem necessary or advisable to maintain, preserve and protect the Trademark Collateral and to accomplish the purposes of this Agreement, including (A) upon the occurrence and during the continuance of an Event of Default, to defend, settle, adjust or institute any action, suit or proceeding with respect to the Trademark Collateral, (B) upon the occurrence and during the continuance of an Event of Default, to assert or retain any rights under any license agreement for any of the Trademark Collateral, and (C) upon the occurrence and during the continuance of an Event of Default, to execute any and all applications, documents, papers and instruments for Agent to use the Trademark Collateral, to grant or issue any exclusive or non-exclusive license with respect to any Trademark Collateral, and to assign, convey or otherwise transfer title in or dispose of the Trademark Collateral. The power of attorney set forth in this Section 3, being coupled with an interest, is irrevocable so long as this Agreement shall not have terminated in accordance with Section 18; provided, that the foregoing power of attorney shall terminate when all of the Secured Obligations have been fully and finally repaid and performed and the Lender Group's obligation to extend credit under the Loan Agreement is terminated.

4. Representations and Warranties. Each Debtor represents and warrants to each member of the Lender Group, as follows:

(a) No Other Trademarks. Schedule A sets forth, a true and correct list of all of the existing Trademarks (whether registered or otherwise), or for which any application for registration has been filed with the PTO or any similar agency in any other jurisdiction, or any corresponding or similar trademark office of any other U.S. jurisdiction or in any other jurisdiction, and that are owned or held (whether pursuant to a license or otherwise) and used by such Debtor.

(b) Validity. Each of the Trademarks listed in Schedule A is subsisting and has not been adjudged invalid or unenforceable, in whole or in part, and each of the Trademarks is valid and enforceable.

(c) Title. (i) Such Debtor has rights in and good and defensible title to its Trademark Collateral, (ii) with respect to the Trademark Collateral shown on Schedule A hereto as owned by it, such Debtor is the sole and exclusive owner thereof, free and clear of any Liens and rights of others (other than Permitted Liens), including licenses, registered user agreements and covenants by such Debtor not to sue third persons, and (iii) with respect to any material Trademarks for which such Debtor is either a licensor or a licensee pursuant to a license or licensee agreement regarding such Trademark, each such license or licensing agreement is in full force and effect, such Debtor is not in material default of any of its obligations thereunder and, other than (A) the parties to such licenses or licensing agreements, or (B) in the case of any non-exclusive license or license agreement entered into by such Debtor or any such licensor regarding such Trademark, the parties to any other such non-exclusive licenses or license

agreements entered into by such Debtor or any such licensor with any other Person, no other Person has any rights in or to any of the Trademark Collateral.

(d) No Infringement. (i) No material infringement or unauthorized use presently is being made of any of the Trademark Collateral by any Person, and (ii) the past, present and contemplated future use of the Trademark Collateral by such Debtor has not, does not and will not infringe upon or violate any right, privilege or license agreement of or with any other Person.

(e) Powers. Such Debtor has the unqualified right, power and authority to pledge and to grant to Agent, for the benefit of the Lender Group and the Bank Product Providers, security interests in all of the Trademark Collateral pursuant to this Agreement, and to execute, deliver and perform its obligations in accordance with the terms of this Agreement, without the consent or approval of any other Person except as already obtained.

5. Covenants. Each Debtor covenants that so long as this Agreement shall be in effect, such Debtor shall:

(a) comply with all of the covenants, terms and provisions of this Agreement, the Loan Agreement and the other Loan Documents;

(b) promptly give Agent written notice of the occurrence of any event that could have a material adverse effect on any of the Trademarks or the Trademark Collateral, including any petition under the Bankruptcy Code filed by or against any licensor of any of the Trademarks for which such Debtor is a licensee;

(c) on a continuing basis, make, execute, acknowledge and deliver, and file and record in the proper filing and recording places, all such instruments and documents, including appropriate financing and continuation statements and security agreements, and take all such action as may be necessary or advisable or may be reasonably requested by Agent to carry out the intent and purposes of this Agreement, or for assuring, confirming or protecting the grant or perfection of the security interests granted or purported to be granted hereby, to ensure each such Debtor's compliance with this Agreement or to enable Agent to exercise and enforce its rights and remedies hereunder with respect to the Trademark Collateral. Without limiting the generality of the foregoing sentence, such Debtor:

(i) hereby authorizes Agent in its sole discretion if such Debtor refuses to execute and deliver, or fails timely to execute and deliver, any of the documents it is requested to execute and deliver by Agent, to modify this Agreement without first obtaining such Debtor's approval of or signature to such modification by amending Schedule A hereof to include a reference to any right, title or interest in any existing Trademark Collateral or any Trademark Collateral acquired or developed by such Debtor after the execution hereof, or to delete any reference to any right, title or interest in any Trademark Collateral in which such Debtor no longer has or claims any right, title or interest;

(ii) hereby authorizes Agent, in its sole discretion, to file one or more financing or continuation statements, if such Debtor refuses to execute and deliver,

or fails timely to execute and deliver, any such amendment thereto it is requested to execute and deliver by Agent, any amendments thereto, relative to all or any portion of the Trademark Collateral, without the signature of such Debtor where permitted by law; and

(iii) hereby authorizes Agent in its sole discretion to file this Agreement at the PTO or any similar agency in any other U.S. jurisdiction or in any other jurisdiction;

(d) comply, in all material respects, with all applicable statutory and regulatory requirements in connection with any and all of the Trademark Collateral and do all other acts and take all other measures which, in such Debtor's reasonable business judgment, may be necessary or desirable to preserve, protect and maintain the Trademark Collateral and all of such Debtor's rights therein, including diligently prosecute any material trademark application pending as of the date of this Agreement or thereafter;

(e) comply with each of the terms and provisions of this Agreement, and not enter into any agreement (for example, a license agreement) which is inconsistent with the obligations of such Debtor under this Agreement without Agent's prior written consent; and

(f) not permit the inclusion in any contract to which such Debtor becomes a party of any provision that could or might impair or prevent the creation of a security interest in favor of Agent in such Debtor's rights and interest in any property included within the definition of Trademark Collateral acquired under such contracts without Agent's prior written consent.

6. Future Rights. If and when any Debtor shall obtain rights to any new Trademarks, or any reissue, renewal or extension of any Trademarks, the provisions of this Agreement shall automatically apply thereto and such Debtor shall give to Agent prompt notice thereof. Each Debtor shall do all things reasonably deemed necessary or advisable by Agent to ensure the validity, perfection, priority and enforceability of the security interests of Agent in such future acquired Trademark Collateral. If any Debtor refuses to execute and deliver, or fails timely to execute and deliver, any of the documents it is requested to execute and deliver by Agent in connection herewith, such Debtor hereby authorizes Agent to modify, amend or supplement the Schedules hereto and to re-execute this Agreement from time to time on such Debtor's behalf and as its attorney-in-fact to include any future Trademarks which are or become Trademark Collateral and to cause such re-executed Agreement or such modified, amended or supplemented Schedules to be filed with the PTO or any similar agency in any other U.S. jurisdiction or in any other jurisdiction.

7. Duties of Agent and the Lender Group. Notwithstanding any provision contained in this Agreement, none of Agent, any other member of the Lender Group or the Bank Product Providers shall have any duty to exercise any of the rights, privileges or powers afforded to it and shall not be responsible to any Debtor or any other Person for any failure to do so or delay in doing so. Except for the accounting for moneys actually received by Agent, any other member of the Lender Group or the Bank Product Providers hereunder or in connection herewith, none of Agent, any other member of the Lender Group or the Bank Product Providers

shall have any duty or liability to exercise or preserve any rights, privileges or powers pertaining to the Trademark Collateral.

8. Events of Default. The occurrence of any “Event of Default” under the Loan Agreement shall constitute an Event of Default hereunder.

9. Remedies. Upon the occurrence and during the continuation of an Event of Default, Agent shall have all rights and remedies available to it under the Loan Agreement and applicable law (which rights and remedies are cumulative) with respect to the security interests in any of the Trademark Collateral or any other Collateral. Each Debtor agrees that such rights and remedies include the right of Agent as a secured party to sell or otherwise dispose of its Collateral after default, pursuant to the Code. Each Debtor agrees that Agent shall at all times have such royalty-free licenses, to the extent permitted by law, for any Trademark Collateral that is reasonably necessary to permit the exercise of any of Agent’s rights or remedies upon or after the occurrence of (and during the continuance of) an Event of Default with respect to (among other things) any tangible asset of any Debtor in which Agent has a security interest, including Agent’s rights to sell inventory, tooling or packaging which is acquired by any Debtor (or its successor, assignee or trustee in bankruptcy). In addition to and without limiting any of the foregoing, upon the occurrence and during the continuance of an Event of Default, Agent shall have the right but shall in no way be obligated to bring suit, or to take such other action as Agent deems reasonably necessary or advisable, in the name of any Debtor or Agent, to enforce or protect any of the Trademark Collateral, in which event such Debtor shall, at the request of Agent, do any and all lawful acts and execute any and all documents required by Agent in aid of such enforcement. To the extent that Agent shall elect not to bring suit to enforce such Trademark Collateral, such Debtor, in the exercise of its reasonable business judgment, agrees to use all reasonable measures and its diligent efforts, whether by action, suit, proceeding or otherwise, to prevent the infringement, misappropriation or violation thereof by others and for that purpose agrees diligently to maintain any action, suit or proceeding against any Person necessary to prevent such infringement, misappropriation or violation.

10. Binding Effect. This Agreement shall be binding upon, inure to the benefit of and be enforceable by each Debtor and Agent for the benefit of the Lender Group and the Bank Product Providers and their respective successors and assigns.

11. Notices. All notices and other communications hereunder shall be in writing and shall be mailed, sent or delivered in accordance with the Loan Agreement.

12. Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California, except to the extent that the validity or perfection of the security interests hereunder in respect of any Trademark Collateral are governed by federal law, in which case such choice of California law shall not be deemed to deprive Agent of such rights and remedies as may be available under federal law.

13. Entire Agreement; Amendment. This Agreement, the Loan Agreement and the Security Agreement, together with the Schedules hereto and thereto, contains the entire agreement of the parties with respect to the subject matter hereof and supersede all prior drafts and communications relating to such subject matter. Neither this Agreement nor any provision

hereof may be modified, amended or waived except by the written agreement of the parties as provided in the Loan Agreement and the Security Agreement. The foregoing notwithstanding, Agent may re-execute this Agreement or modify, amend or supplement the Schedules hereto as provided in Section 6 hereof.

14. Severability. If one or more provisions contained in this Agreement shall be invalid, illegal or unenforceable in any respect in any jurisdiction or with respect to any party, such invalidity, illegality or unenforceability in such jurisdiction or with respect to such party shall, to the fullest extent permitted by applicable law, not invalidate or render illegal or unenforceable any such provision in any other jurisdiction or with respect to any other party, or any other provisions of this Agreement.

15. Counterparts; Telefacsimile Execution. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement. Delivery of an executed counterpart of this Agreement by telefacsimile shall be equally as effective as delivery of an original executed counterpart of this Agreement. Any party delivering an executed counterpart of this Agreement by telefacsimile also shall deliver an original executed counterpart of this Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Agreement.

16. Loan Agreement. Each Debtor acknowledges that the rights and remedies of Agent with respect to the security interests in the Trademark Collateral granted hereby are more fully set forth in the Loan Agreement and the other Loan Documents and all such rights and remedies are cumulative.


17. No Inconsistent Requirements. Each Debtor acknowledges that this Agreement and the other Loan Documents may contain covenants and other terms and provisions variously stated regarding the same or similar matters, and each Debtor agrees that all such covenants, terms and provisions are cumulative and all shall be performed and satisfied in accordance with their respective terms.

18. Termination. Upon the payment and performance in full in cash of the Secured Obligations, including the cash collateralization (in accordance with the terms of the Loan Agreement), expiration, or cancellation of all Secured Obligations, if any, consisting of Letters of Credit, and the full and final termination of any commitment to extend any financial accommodations under the Loan Agreement, this Agreement shall terminate, and Agent shall execute and deliver such documents and instruments and take such further action reasonably requested by Debtors, at Debtors' expense, as shall be necessary to evidence termination of the security interests granted by Debtors to Agent for the benefit of the Lender Group and the Bank Product Providers hereunder, including cancellation of this Agreement by written notice from Agent to the PTO.

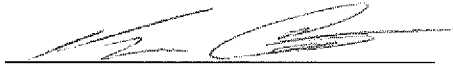
[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement, as of the date first above written.

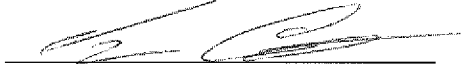
ONE INDUSTRIES, LLC,
a Delaware limited liability company

By: 
Name: Kevin Cantrell
Title: Secretary

ONE INDUSTRIES CORP.,
a Delaware corporation

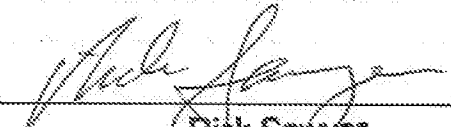
By: 
Name: Kevin Cantrell
Title: President and Secretary

VALENCIA SPORT GROUP, INC.,
a Delaware corporation

By: 
Name: Kevin Cantrell
Title: President and Secretary

[SIGNATURE PAGE TO SECOND AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT]

CITY NATIONAL BANK,
a national banking association, as Agent

By: 
Name: Rick Sawyer
Title: Senior Vice President

[SIGNATURE PAGE TO SECOND AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT]

SCHEDULE A

to the Trademark Security Agreement

<u>Owner</u>	<u>Trademark</u>	<u>Country</u>	<u>Reg. Date</u>	<u>Reg. Number</u>
ONE Industries Corp.	Miscellaneous Design	U.S.	05/03/05	2,946,193
ONE Industries Corp.	“ONE” Stylized	U.S.	07/19/05	2,970,422
ONE Industries Corp.	Miscellaneous Design	U.S.	04/13/04	2,831,710
ONE Industries Corp.	Miscellaneous Design	U.S.	05/18/04	2,842,641
ONE Industries Corp.	Miscellaneous Design	U.S.	04/13/04	2,831,709
ONE Industries Corp.	“ONE” Stylized	U.S.	10/19/04	2,894,616
ONE Industries Corp.	“ONE” Stylized	U.S.	10/19/04	2,894,615
ONE Industries Corp.	“ONE” Stylized	U.S.	10/19/04	2,894,614
ONE Industries Corp.	“one industries” stylized	U.S.	10/19/04	2,894,613
ONE Industries Corp.	“one industries” stylized	U.S.	12/07/04	2,907,713
ONE Industries Corp.	“one industries” stylized	U.S.	10/19/04	2,894,612
ONE Industries Corp.	“One Industries” typed, not stylized	U.S.	05/25/04	2,846,003
ONE Industries Corp.	“One Industries” typed, not stylized	U.S.	12/16/97	2,122,400
ONE Industries Corp.	“One Industries” typed, not stylized	U.S.	12/16/97	2,122,399
ONE Industries Corp.	“One Industries” typed, not stylized	U.S.	12/30/97	2,126,304
ONE Industries Corp.	ONE INDUSTRIES	E.U.	02/12/97	97/663 441
ONE Industries Corp.	ONE INDUSTRIES	CTM	05/25/00	890343
ONE Industries Corp.	KOMBAT	CTM	04/16/08	4349312
ONE Industries Corp.	Symbol	E.U.	06/07/06	4481041
ONE Industries Corp.	“TECHNO FLEX” (“Flex is disclaimed) (Incontestable Mark)	U.S.	01/16/01	2,421,471

<u>Owner</u>	<u>Trademark</u>	<u>Country</u>	<u>Reg. Date</u>	<u>Reg. Number</u>
ONE Industries Corp.	“TROOPER”	U.S.	08/30/05	2,989,454
ONE Industries, Inc.	“KOMBAT”	U.S.	11/21/06	3,175,334
ONE Industries Corp.	“ONE INDUSTRIES”	Australia	07/27/88	768619
Valencia Sport Group, Inc.	F (and Design)	U.S.	01/13/09	3,561,503
Valencia Sport Group, Inc.	FILTRON	U.S.	01/06/09	3,557,980
Valencia Sport Group, Inc.	SUNLINE	U.S.	12/13/05	3,026,269
Valencia Sport Group, Inc.	661 SIX SIX ONE	U.S.	04/09/02	2,560,143
Valencia Sport Group, Inc.	SUNLINE	Canada	05/31/06	TMA665329
Valencia Sport Group, Inc.	661 SIX SIX ONE	Canada	12/15/05	TMA655188
Valencia Sport Group, LLC	SIXSIXONE	Canada	05/21/04	121768500 (abandoned)
Valencia Sport Group, Inc.	SUNLINE	CTM	02/02/06	4228037
Valencia Sport Group, Inc.	661 SIX SIX ONE	CTM	04/03/06	3642444
TAG Metals Corp.*	Stylized oval graphic containing words “TAG METALS”	U.S.	12/07/04	2,907,742
TAG Metals Corp.*	“TAG METALS”	U.S.	12/18/01	2,519,016
TAG Metals Corp.*	Stylized “T” graphic	U.S.	12/07/04	2,907,743
TAG Metals Corp.*	Stylized oval graphic containing words “TAG METALS”	CTM	06/12/06	4488177
TAG Metals Corp.*	Stylized oval graphic containing words “TAG METALS”	CTM	02/23/05	3143881
TAG Metals Corp.*	Stylized graphic containing words “TAG METALS”	CTM	06/12/06	4488193
TAG Metals Corp.*	Stylized graphic containing words “TAG METALS”	CTM	02/23/05	3143922
TAG Metals Corp.*	Stylized “T” graphic	CTM	06/12/06	4488201

<u>Owner</u>	<u>Trademark</u>	<u>Country</u>	<u>Reg. Date</u>	<u>Reg. Number</u>
TAG Metals Corp.*	Stylized "T" graphic	CTM	02/23/05	3143914
TAG Metals Corp.*	TAG METALS	CTM	05/24/00	1083237
TAG Metals Corp.*	TAG METALS	CTM	11/14/06	4488185
TAG Metals Corp.*	TAG METALS	Australia	unknown	1078266
Valencia Sport Group, Inc.		Taiwan	09/16/10	01429264
Valencia Sport Group, Inc.	661 SIX SIX ONE	Taiwan	10/16/10	01434648
ONE Industries Corp.	ONE INDUSTRIES	CTM	04/18/12	10474963
ONE Industries Corp.	"ONE" Stylized	CTM	09/09/12	10430841

* These trademarks are to be transferred to ONE Industries Corp. on the Closing Date