TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
CYNTHIA VINCENT, LLC		112/31/2012	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	U.S. BANK NATIONAL ASSOCIATION
Street Address:	221 S. Figueroa Street, Suite 210
City:	Los Angeles
State/Country:	CALIFORNIA
Postal Code:	90012
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark	
Registration Number:	3144969	CYNTHIA VINCENT	
Registration Number:	3210449	TWELFTH STREET BY CYNTHIA VINCENT	
Registration Number:	3278285	TWELFTH STREET	

CORRESPONDENCE DATA

Fax Number: 9497200182

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

via US Mail.

Phone: (949) 224-6291

Email: trademark@buchalter.com

Correspondent Name: Farah P. Bhatti, Esq.

Address Line 1: 18400 Von Karman Avenue, Suite 800

Address Line 4: Irvine, CALIFORNIA 92612

ATTORNEY DOCKET NUMBER:	U1642-0002
NAME OF SUBMITTER:	Farah P. Bhatti, Esq.
	TRADEMARK

REEL: 004938 FRAME: 0657

3144969

CH CO NO

900243605

Signature:	/Farah P. Bhatti/
Date:	01/08/2013
Total Attachments: 6 source=Executed Trademark Security Agreement#page1.tif source=Executed Trademark Security Agreement#page2.tif source=Executed Trademark Security Agreement#page3.tif source=Executed Trademark Security Agreement#page4.tif source=Executed Trademark Security Agreement#page5.tif source=Executed Trademark Security Agreement#page6.tif	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "<u>Agreement</u>"), dated as of December 31, 2012, by and between U.S. BANK NATIONAL ASSOCIATION, a national banking association ("<u>Bank</u>"), and CYNTHIA VINCENT, LLC, a Delaware limited liability company ("<u>Grantor</u>"), is as follows:

- 1. Unless otherwise defined herein, capitalized terms used herein shall have the same meaning when used herein as given to them in the Security Agreement (as amended, restated, supplement or otherwise modified from time to time), dated as of May 27, 2011, by and among Bank, Grantor, BIG STRIKE, LLC, a California limited liability company ("Borrower"), GORES BIG STRIKE HOLDINGS, INC., a Delaware corporation ("Parent"), BIG STRIKE TE ACQUISITION, LLC ("TE Acquisition," and together with Borrower, Parent, and TE Acquisition, the "Loan Parties") or the Financing Agreement (as amended, restated, supplement or otherwise modified from time to time), dated as of May 27, 2011 by and among Bank, Parent and Borrower. All of the uncapitalized terms contained in this Agreement which are now or hereafter defined under the Code will, unless the context indicates otherwise, have the meanings provided for now or hereafter in the Code.
- 2. "Hereunder," "herein," "hereto," "this Agreement" and words of similar import refer to this entire document; "including" is used by way of illustration and not by way of limitation, unless the context clearly indicates the contrary; the singular includes the plural and conversely; unless the context requires otherwise, the word "or" shall be construed to mean "and/or"; and any action required to be taken by Grantor is to be taken promptly, unless the context clearly indicates the contrary.
- 3. As security for the full, prompt and complete payment and performance of the Secured Obligations, Grantor hereby grants to Bank a continuing security interest in all of Grantor's right, title and interest in and to each of the following:
- a. all Trademarks (as defined in the Security Agreement), including, without limitation, each registered trademark, trade name and service mark and each application for the registration of a trademark, trade name or service mark listed on Schedules A and B 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), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all reissues, continuations, continuations-in-part and renewals thereof; and
- b. the goodwill of the business connected with the use of, and symbolized by, each Trademark.

Notwithstanding anything to the contrary contained herein, the term "Collateral" shall not include any United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of or render void or result in the cancellation of, any registration issued as a result of such intent-to-use trademark applications under applicable law; provided that upon

submission and acceptance by the PTO of an amendment to allege use pursuant to 15 U.S.C. Section 1060(a) (or any successor provision), such intent-to-use trademark application shall be considered Collateral.

Grantor does hereby further acknowledge and affirm that the rights and remedies of Bank with respect to the assignment of and security interest in the Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference.

Subject to the terms of the Security Agreement, this Agreement will terminate when the Secured Obligations have been paid in full in cash and Bank's commitment to make Revolving Loans is terminated. Upon termination of this Agreement in accordance with its terms, the security interest of Bank in the Collateral granted hereby shall automatically terminate. Upon the consummation of a Permitted Disposition of Collateral by Grantor (other than to another Loan Party), the security interest of Bank in such Collateral granted hereby shall automatically terminate. If Grantor is sold or otherwise disposed of in a Permitted Disposition, Grantor shall be automatically released from its obligations hereunder and the security interest of Bank in the Collateral of Grantor granted hereby shall automatically terminate. In each case, Bank agrees to take such actions as Grantor may reasonably request, and at the sole cost and expense of Grantor, to evidence the termination of this Agreement and/or the release of any security interest in such Collateral granted herein.

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IN WITNESS WHEREOF, each of the parties has caused this Trademark Security Agreement to be duly executed by its officer(s) thereunto duly authorized as of the date first written above.

GRANTOR:

CYNTHIA VINCENT, LLC, a Delaware limited liability company

By: Name: Michael Sanders

Title: Chief Financial Officer

BANK:

U.S. BANK NATIONAL ASSOCIATION

Trademark Security Agreement

BANK:

U.S. BANK NATIONAL ASSOCIATION

By: Meredith G. Gall
Name: Meredith G. Gall
Title: Vice President

Trademark Security Agreement

SCHEDULE A

U.S. TRADEMARKS

Registration No.	Mark	Registration Date
3,144,969	CYNTHIA VINCENT	9/19/2006
3,210,449	TWELFTH STREET BY	2/20/2007
	CYNTHIA VINCENT	
3,278,285	TWELFTH STREET	8/14/2007

Schedule A

BN 12700179V2

SCHEDULE B

PENDING U.S. TRADEMARKS

None.

BN 12700179V2 Schedule B