

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM321901

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Massaro, Inc.		10/31/2014	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Bensussen Deutsch & Associates, LLC
Street Address:	15525 Woodinville-Redmond Road NE
City:	Woodinville
State/Country:	WASHINGTON
Postal Code:	98072
Entity Type:	LIMITED LIABILITY COMPANY: WASHINGTON

PROPERTY NUMBERS Total: 23

Property Type	Number	Word Mark
Serial Number:	85361977	BULLET BUDS
Serial Number:	85361970	BILLETS
Serial Number:	85361961	SILICONEHOLLOWPOINTS
Registration Number:	4177266	BASSENHANCINGCHAMBER
Registration Number:	4411371	MUNITIO
Registration Number:	3871485	
Serial Number:	85308921	TEC9MM
Serial Number:	85437005	O
Serial Number:	85436918	MUNITIO
Serial Number:	85437019	MUNITIO
Serial Number:	85436974	REDISCOVER YOUR MUSIC.
Serial Number:	85436942	ICONIC DESIGN. ICONIC SOUND.
Serial Number:	85436955	[M]IC CONTROL
Registration Number:	4392897	[M]
Serial Number:	85436969	ROCKIN MY NINES
Serial Number:	85436906	POWERFUL SOUND FOR A POWERFUL SOUL
Serial Number:	85439192	SILICONE HOLLOW POINTS
Serial Number:	85439197	BASS ENHANCING CHAMBER
Serial Number:	85582705	SILICONE HOLLOW POINTS

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	85631739	SV
Serial Number:	85631734	PRO40
Serial Number:	85743074	CODA AXIS
Serial Number:	85846678	NINES

CORRESPONDENCE DATA

Fax Number: 2066826031

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 206-622-4900

Email: JeffG@SeedIP.com

Correspondent Name: Kevin S. Costanza

Address Line 1: 701 Fifth Avenue

Address Line 2: Suite 5400

Address Line 4: Seattle, WASHINGTON 98104

ATTORNEY DOCKET NUMBER:	131104.001
NAME OF SUBMITTER:	Kevin S. Costanza
SIGNATURE:	/Kevin S. Costanza/
DATE SIGNED:	10/31/2014

Total Attachments: 8

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, made, entered into and effective as of the 31st day of October, 2014, by Massaro, Inc., a Delaware corporation with an address of 302 Washington Street, Suite 151, San Diego, CA 92103 ("Grantor"), in favor of Bensussen Deutsch & Associates, LLC, a Washington limited liability company with an address of 15525 Woodinville-Redmond Road NE, Woodinville, Washington, 98072 U.S.A. ("Lender").

WITNESSETH:

WHEREAS, pursuant to Asset Purchase Agreement of even date herewith (the "APA") between Grantor (as "Acquiror") and Lender (as "Seller"), Lender has agreed to extend certain credit accommodations to Grantor upon the terms and subject to the conditions set forth therein;

WHEREAS, pursuant to the APA Grantor is party to a Security Agreement of even date herewith in favor of the Lender (the "Security Agreement") pursuant to which Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lender to enter into the APA and consummate the transactions contemplated thereby Grantor hereby agrees with the Lender as follows:

Defined Terms

Unless otherwise defined herein, terms defined in the APA or in the Security Agreement and used herein have the meanings given to them in the APA or the Security Agreement as the case may be.

Grant of Security Interests in Trademark Collateral

Grantor, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations, hereby mortgages, pledges and hypothecates to Lender, and grants to Lender a lien on and security interest in, all of its right, title and interest in, to and under the following Collateral (the "Trademark Collateral"):

The Trademarks and Trademark Licenses listed on *Schedule I* hereto;

all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

all Proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present, or future (i) infringement or dilution of any such Trademark or Trademark licensed under any such Trademark License or (ii) injury to the goodwill associated with any such Trademark or any Trademark licensed under any such Trademark License.

Security Agreement

The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Lender pursuant to the Security Agreement and Grantor hereby acknowledges and affirms that the rights and remedies of Lender with respect to the security interests in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Remedies Upon Default

Anything herein contained to the contrary notwithstanding, if and while an Event of Default exists and is continuing under the Security Agreement, Grantor hereby covenants and agrees that Lender, as the holder of a security interest under the Uniform Commercial Code, may take such action permitted under the Security Agreement or permitted by law, in its exclusive discretion, to foreclose upon the Trademarks covered hereby.

For such purposes, and in the event of an Event of Default under the Security Agreement and which such Event of Default exists and is continuing, Grantor hereby authorizes and empowers Lender to make, constitute and appoint any officer or agent of Lender as Lender may select, in its exclusive discretion, as Grantor's true and lawful attorney-in-fact, with the power to endorse Grantor's name on all applications, documents, papers and instruments necessary for Lender to use the Trademarks or to grant or issue any exclusive or non-exclusive license under the Trademarks to anyone else, or necessary for Lender to assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone else. Grantor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof, except for the gross negligence willful misconduct or bad faith of such attorney. This power of attorney shall be irrevocable for the life of this Trademark Security Agreement and the Security Documents, and until all the Obligations are satisfied in full.

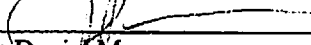
Grantor expressly acknowledges that this Trademark Security Agreement shall be recorded with the Patent and Trademark Office in Washington, D.C. Contemporaneously herewith, or at any time hereafter, Grantor shall also execute and deliver to Lender such other and further documents as Lender shall reasonably request to implement the terms of this Trademark Security Agreement and to consummate the transactions contemplated hereby.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized offer as of the date first set forth above.

Very truly yours,

MASSARO, INC. ("Grantor")

By: 
Name: Daniel Massaro
Title: Chief Executive Officer

ACCEPTED AND AGREED
as of the date first above written:

BENSUSSEN DEUTSCH & ASSOCIATES, LLC ("Lender")

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized offer as of the date first set forth above.


Very truly yours,

MASSARO, INC. ("Grantor")

By: _____
Name: _____
Title: _____


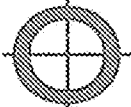



ACCEPTED AND AGREED
as of the date first above written:

BENSUSSEN DEUTSCH & ASSOCIATES, LLC ("Lender")

By: 
Name: Eric Bensussen
Title: President

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT
United States Trademark Registrations









U.S. Trademark Applications and Registrations





Mark	Serial No.	Registration No.	Registration Date
BULLET BUDS	85/361977		
BILLETS	85/361970		
SILICONEHOLLOWPOINTS	85/361961		
BASEENHANCINGCHAMBER	85361956	4177266	July 17, 2012
MUNITIO	85055435	4411371	October 1, 2013
	3871485		
TEC9MM	85/308921		
	85/437005		
MUNITIO	85/436918		
MUNITIO	85/437019		
REDISCOVER YOUR MUSIC.	85/436974		
ICONIC DESIGN. ICONIC SOUND.	85/436942		
[M]IC CONTROL	85/436955		
[M]	85436996	4392897	August 27, 2013
ROCKIN MY NINES	85/436969		
POWERFUL SOUND FOR A POWERFUL SOUL	85/436906		
	85/439192		
	85439197	4366148	July 9, 2013
	85/582705		
SV	85/631739		

Mark	Serial No.	Registration No.	Registration Date
PRO40	85/631734		
CODA AXIS	85/743074		
NINES	85/846678		

Foreign Trademark Applications/Registrations

Country	Mark	Appn/Reg No.
European Community	MUNITIO	1055448
Japan	MUNITIO	1055448
Int'l Registration - Madrid Protocol Only	MUNITIO	1055448
Australia	MUNITIO	1129843
China (People's Republic)	MUNITIO	105548
European Community	MUNITIO	1129843
Japan	MUNITIO	1129843
Int'l Registration - Madrid Protocol Only	MUNITIO	1129843
Australia	MUNITIO ⊕	1137957
China (People's Republic)	MUNITIO ⊕	1137957
European Community	MUNITIO ⊕	1137957
Japan	MUNITIO ⊕	1137957
Int'l Registration - Madrid Protocol Only	MUNITIO ⊕	1137957
Australia	[M]IC CONTROL	1126107
China (People's Republic)	[M]IC CONTROL	1126107
European Community	[M]IC CONTROL	1126107
Japan	[M]IC CONTROL	1126107

Country	Mark	Appn/Reg No.
Int'l Registration - Madrid Protocol Only	[M]IC CONTROL	1126107
Australia		1504560
China (People's Republic)		1121448
Japan		1121448
Int'l Registration - Madrid Protocol Only		1121448
Australia		1129837
China (People's Republic)		1129837
European Community		1129837
Int'l Registration - Madrid Protocol Only		1129837
Panama	MUNITIO	210567
Panama	MUNITIO	210569
Panama	MUNITIO	210571
Canada	MUNITIO	1571159
Mexico	MUNITIO	1362071
Mexico	MUNITIO	1348231
Mexico	MUNITIO	1306188
Panama	MUNITIO ⊕	210572
Panama	MUNITIO ⊕	210575
Panama	MUNITIO ⊕	210576
Canada	MUNITIO ⊕	1571154

Country	Mark	Appn/Reg No.
Mexico	MUNITIO ⊕	1361251
Mexico	MUNITIO ⊕	1342107
Mexico	MUNITIO ⊕	1307382
Panama	[M]IC CONTROL	210578
Canada	[M]IC CONTROL	1571151
Mexico	[M]IC CONTROL	1356740
Panama		210580
Canada		1571153
Mexico		1262911
Canada		1571934
Mexico		1373194
Panama		210842