

01/02/2015

Form PTO-1594 (Rev. 06/04)
OMB Collection 0651-0027 (ex p. 6/30/2005)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

12/31/14

REC
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103670310

To the director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):

Sun Bum LLC

- Individual(s)
- General Partnership
- Corporation-State
- Limited Liability Company
- Association
- Limited Partnership

Citizenship: MI

Execution Date(s) November 26, 2014

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Wells Fargo Bank, National Association, as Agent

Internal Address:

Street Address: 10 South Wacker Drive

City: Chicago

State: IL

Country: USA

Zip: 60606

Association Citizenship: USA

General Partnership Citizenship:

Limited Partnership Citizenship:

Corporation Citizenship:

Other ___ Citizenship:

If assignee is not domiciled in the United States, a domestic representative designation is attached. Yes No
(Designations must be a separate document from assignment)

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other Trademark Collateral Assignment and Security Agreement
- Merger
- Change of Name

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No. (s) See Attached Exhibit A

B. Trademark Registration No. (s) See Attached Exhibit A

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown)

5. Name address of party to whom correspondence concerning document should be mailed:

Name: Susan O'Brien

Internal Address: CT Lien Solutions

Street Address: 187 Wolf Road, Suite 101

City: Albany

State: NY

Zip: 12205

Phone Number: 800-342-3676

Fax Number: 800-962-7049

Email Address: claudalibary@wolterskluwer.com

6. Total number of applications and registrations involved: 16

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 415.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers 0974

Expiration Date 3/17

b. Deposit Account Number

Authorized User Name:

9. Signature:

Signature

Joanne Bl. Arnold
Name of Person Signing

01/14/2015 DTINBERL 00000002 77513130



01 FC:8521
02 FC:8522

40.00 DP
December 30, 2014 DP
Date



Total number of pages including cover sheet, attachments, and document: 31

Documents to be recorded (including cover sheet) should be faxed to (703) 306-6995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

United States Trademarks

Trademark	Class	Goods/Services	Serial Number	Registration Number	Registration Date	Status	Priority	Section 8 & 15 Due
T-105	SUN BUM	003	Sunscreen cream.	77/513,130	07/02/2008	Registered		Section 8 Filed and accepted. Section 15 to be filed after resolution of SUN04 L-101
T-105A	SUN BUM	016 025 028	Stickers, Footwear, headwear, shorts, sweat shirts, t-shirts, Toy animals.	77/885,955	12/04/2009	Pending		SOU due 10/22/2014
T-105B	SUN BUM	003	Non-medicated sun care preparations.	85/096,949	07/30/2010	Registered		Section 8 & 15 due 02/12/2013
T-105C	SUN BUM	028	Flying discs; Footballs; Paddle ball games.	85/221,985	01/20/2011	Registered		Section 8 & 15 due 02/12/2019
T-105D	SUN BUM	003	Hair care preparations; Lip Balm.	86/422,245	10/13/2014			Section 8 & 15 due 08/16/2017
T-106		003 016 025	Sunscreen cream, Stickers, Headwear; T-shirts.	77/885,948	12/04/2009	Registered		Section 8 & 15 due 12/14/2016
T-106A		028	Flying discs; Footballs; Paddle ball games; Toy animals.	85/222,014	01/20/2011	Registered		Section 8 & 15 due 08/16/2017
T-107	TRUST THE BUM	003 016 025	Sunscreen cream, Stickers, T-shirts.	77/885,953	12/04/2009	Registered		Section 8 & 15 due 07/05/2011
T-107A	TRUST THE BUM	028	Flying discs; Footballs; Paddle ball games.	85/228,514	01/28/2011	Registered		Section 8 & 15 due 04/17/2012
T-109	BABY BUM	003	Non-medicated sun care preparations.	85/096,967	07/30/2010	Registered		Section 8 & 15 due 04/16/2013

United States Trademarks

Class	Trademark	Class	Description	Serial No.	Filing D.	Pub. or Stat.	Reg. No.	Reg. Date	Acq. Date
T-109A	BABY BUM	003	Baby bubble bath; Baby hair conditioner; Baby hand soap; Baby lotion; Baby oil; Baby powder; Baby shampoo; Body cream; Hair care preparations; Lip balm; Sunscreen Cream.	86/422,257	10/13/2014				Pending
T-109B	BABY BUM	028	Sun glasses; Baby blankets; Towels; Baby bibs not of paper; Hats; T-shirts; Underclothes; Wraps; Plastic bench toy items; Toy animals	86/422,262	10/13/2014				Pending
T-111A	PROTECT YOUR LAZY ASS	025	Headwear; T-shirts	85/976,252	01/28/2011	Registered	4,126,999	04/10/2012	Section 8&15 due 04/10/2018
T-116		003	Baby bubble bath; Baby hair conditioner; Baby hand soap; Baby lotion; Baby oil; Baby powder; Baby shampoo; Body cream; Hair care preparations; Lip balm; Sunscreen Cream.	86/422,271	10/13/2014				Pending
T-116A		028	Sun glasses; Baby blankets; Towels; Baby bibs not of paper; Hats; T-shirts; Underclothes; Wraps; Plastic beach toy items; Toy animals	86/422,276	10/13/2014				Pending

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the
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86/422,276 | 11/16/14

**TRADEMARK COLLATERAL ASSIGNMENT
AND SECURITY AGREEMENT**

THIS TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT (as amended, modified, supplemented, extended, renewed, restated or replaced from time to time, this "Agreement") is made this 26th day of November, 2014 among SUN BUM LLC ("Client"), having its chief executive office at 967 Spaulding Avenue SE, Suite B, Ada, Michigan 49301, and WELLS FARGO BANK, NATIONAL ASSOCIATION ("Factor"), having a place of business at 333 South Grand Avenue, Suite 4150, Los Angeles, California 90071.

WITNESSETH:

WHEREAS, Factor has entered or is about to enter into certain financing arrangements with Client pursuant to that certain Factoring Agreement dated as of the date hereof (as the same now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, the "Factoring Agreement"), pursuant to which Factor may purchase accounts and may make loans and advances and provide other financial accommodations to Client, and other agreements, notes, documents and instruments referred to therein or at any time executed and/or delivered in connection therewith or related thereto, including, but not limited to, this Agreement (all of the foregoing, together with the Factoring Agreement, and the Other Agreements (as defined in the Factoring Agreement), as the same now exist or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, being collectively referred to herein as the "Financing Agreements"); and

WHEREAS, in order to induce Factor to enter into the Factoring Agreement and the other Financing Agreements and to purchase accounts and make loans and advances and provide other financial accommodations to Client pursuant thereto, Client has agreed to grant to Factor certain collateral security as set forth herein;

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Client hereby agrees as follows:

1. DEFINED TERMS

All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Factoring Agreement.

2. GRANT OF SECURITY INTEREST

As collateral security for the prompt performance, observance and indefeasible payment in full of all of the Obligations (as hereinafter defined), Client hereby grants to Factor, for itself and its affiliates, a collateral security interest in and a general lien upon, and a conditional assignment of, all of Client's right, title and interest in and to the following, whether now owned or hereafter acquired or arising and wherever located (collectively, the "Collateral"): (a) any and all trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, including (i) the trade names, registered trademarks, trademark applications, registered service marks and service mark applications listed on Exhibit A, (ii) all renewals thereof, (iii) all income, royalties, damages and payments now and hereafter due or payable under and with respect thereto, including payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (iv) the right to sue for past, present and future infringements and dilutions thereof, (v) the goodwill of Client's business symbolized by the foregoing or

connected therewith, and (vi) all of Client's rights corresponding thereto throughout the world (collectively, the "Trademarks"); (b) all Trademark Licenses (as hereinafter defined); (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and (c) all products and proceeds (as that term is defined in the UCC) of the foregoing, including any claim by Client against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Trademark License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark License. Notwithstanding anything contained in this Agreement to the contrary, 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 such intent-to-use trademark applications under applicable federal law, provided that upon submission and acceptance by the United States Patent and Trademark Office (the "USPTO") 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. For the purposes of this Agreement, "Trademark License" means (a) any licenses or other similar rights provided to Client in or with respect to any Trademark owned or controlled by any other Person, and (b) any licenses or other similar rights provided to any other Person in or with respect to any Trademark owned or controlled by Client, in each case, including (i) the license agreements listed on Exhibit B, and (ii) the right to use any of the licenses or other similar rights described in this definition in connection with the enforcement of the Factor's rights under the Financing Agreements.

3. OBLIGATIONS SECURED

The security interest, lien and other interests granted to Factor pursuant to this Agreement shall secure the prompt performance, observance and payment in full of all amounts of any nature whatsoever, direct or indirect, absolute or contingent, due or to become due, arising or incurred heretofore or hereafter, arising under this Agreement or any other agreement or by operation of law, now or hereafter owing by Client to Factor or to any affiliate of Factor. Said amounts include, but are not limited to loans, debts and liabilities heretofore or hereafter acquired by purchase or assignment from other present or future clients of Factor, or through participation. Without limiting the foregoing, such amounts shall include all advances, loans, interest, commissions, customer late payment charges, cost, fees, expenses, taxes and all receivables charged or chargeable to Client's account under the Factoring Agreement, whether arising under this Agreement, the other Financing Agreements or by operation of law and whether incurred by Client as principal, surety, endorser, guarantor or otherwise (all hereinafter referred to as "Obligations").

4. REPRESENTATIONS, WARRANTIES AND COVENANTS

Client hereby represents, warrants and covenants with and to Factor the following (all of such representations, warranties and covenants being continuing so long as any of the Obligations are outstanding) the truth and accuracy of which, or compliance therewith, being a continuing condition of the making of loans and advances and other financial accommodations by Factor to Client under the Financing Agreements:

(a) Client shall pay and perform all of the Obligations according to their terms.

(b) All of the existing Collateral is valid and subsisting in full force and effect, and Client owns the sole, full and clear title thereto, and the right and power to grant the security interest and conditional assignment granted hereunder. Client shall, at Client's sole expense, perform all acts and execute all documents necessary or, in Factor's sole and absolute discretion, advisable to maintain the existence of the Collateral consisting of registered Trademarks as registered trademarks and to maintain

all of the Collateral as valid and subsisting, including the filing of any renewal affidavits and applications. The Collateral is not subject to any liens, claims, mortgages, assignments, licenses, security interests or encumbrances of any nature whatsoever, except: (i) the security interests granted hereunder and (ii) the licenses permitted under Section 3(e) below.

(c) Client shall not assign, sell, mortgage, lease, transfer, pledge, hypothecate, grant a security interest in or lien upon, encumber, grant an exclusive or non-exclusive license relating to the Collateral, or otherwise dispose of any of the Collateral, in each case without the prior written consent of Factor, except as otherwise permitted herein. Nothing in this Agreement shall be deemed a consent by Factor to any such action, except as such action is expressly permitted hereunder.

(d) Client shall, at Client's sole expense, promptly perform all acts and execute all documents requested at any time by Factor to evidence, perfect, maintain, record or enforce the security interest in and conditional assignment of the Collateral granted hereunder or to otherwise further the provisions of this Agreement. Client hereby authorizes Factor to execute and file one or more financing statements (or similar documents) with respect to the Collateral, signed only by Factor or as otherwise determined by Factor. Client further authorizes Factor to have this Agreement or any other similar security agreement filed with the USPTO or any other appropriate federal, state or local government office.

(e) As of the date hereof, Client does not have any Trademarks registered, or the subject of pending applications, in the USPTO or any similar office or agency in the United States, any State thereof, any political subdivision thereof or in any other country, other than those described in Exhibit A hereto and has not granted any licenses with respect thereto other than as set forth in Exhibit B hereto.

(f) Client shall, concurrently with the execution and delivery of this Agreement, execute and deliver to Factor five (5) originals of a Special Power of Attorney in the form of Exhibit C annexed hereto for the implementation of the assignment, sale or other disposition of the Collateral pursuant to Factor's exercise of the rights and remedies granted to Factor hereunder.

(g) Factor may, in its sole and absolute discretion, pay any amount or do any act which Client fails to pay or do as required hereunder or as requested by Factor to preserve, defend, protect, maintain, record or enforce the Obligations, the Collateral or the security interest and conditional assignment granted hereunder, including, but not limited to, all filing or recording fees, court costs, collection charges, attorneys' fees and legal expenses. Client shall be liable to Factor for any such payment, which payment shall be deemed an advance by Factor to Client, shall be payable on demand together with interest at the highest rate then applicable to the indebtedness of Client to Factor set forth in the Factoring Agreement and shall be part of the Obligations secured hereby.

(h) Within forty-five (45) days after the end of each fiscal quarter, Client shall provide Factor a report describing, for the fiscal quarter just ended (1) all applications filed by Client for the registration of a Trademark with the USPTO or any similar office or agency in the United States, any State thereof, any political subdivision thereof or in any other country, and (2) any trademark registrations or applications for trademark registration used in the United States, any State thereof, any political subdivision thereof or in any other country of which the Client becomes owner. If, after the date hereof, Client shall (i) obtain any registered Trademark, or apply for any such registration in the USPTO or in any similar office or agency in the United States, any State thereof, any political subdivision thereof or in any other country or (ii) become an owner of any trademark registrations or applications for trademark registration used in the United States, any State thereof, any political subdivision thereof or in any other country, the provisions of Section 1 hereof shall automatically apply thereto. Upon the request of Factor,

Client shall promptly execute and deliver to Factor any and all assignments, agreements, instruments, documents and such other papers as may be requested by Factor to evidence the security interests in and conditional assignment of such Trademark in favor of Factor.

(i) Client has not abandoned any of the Trademarks and Client shall not do any act, nor omit to do any act, whereby the Trademarks may become invalidated, unenforceable, avoided or avoidable. Client shall notify Factor immediately if it knows or has reason to know of any reason why any application, registration or recording with respect to the Trademarks may become canceled, invalidated, avoided or avoidable, or why any application may not be granted.

(j) Client shall render any assistance, as Factor shall determine is necessary or advisable, to Factor in any proceeding before the USPTO, any federal or state court, or any similar office or agency in the United States, any State thereof, any political subdivision thereof or in any other country, to maintain such application and registration of the Trademarks as Client's exclusive property and to protect Factor's interest therein, including the filing of applications for renewal, affidavits of use, affidavits of incontestability, and opposition, interference, and cancellation proceedings.

(k) Except as otherwise set forth in Exhibit D, attached hereto and made a part hereof, (1) no infringement or unauthorized use presently is being made of any of the Trademarks that would adversely affect in any material respect the fair market value of the Collateral or the benefits of this Agreement granted to Factor, including the validity, priority or perfection of the security interest granted herein or the remedies of Factor hereunder, and (2) there has been no judgment holding any Trademark invalid or unenforceable, in whole or part, nor is the validity or enforceability of any Trademark being questioned in any litigation or proceeding. Client shall promptly notify Factor if Client (or any affiliate thereof) learns of any act by any Person which infringes, or which may be reasonably likely to infringe, upon any Trademark. If requested by Factor, Client, at Client's sole expense, shall join with Factor in such action as Factor, in Factor's sole and absolute discretion, may deem advisable for the protection of Factor's interest in and to any or all of the Trademarks.

(l) Client assumes all responsibility and liability arising from the use of the Trademarks and Client hereby indemnifies and holds Factor harmless from and against any claim, suit, loss, damage, or expense (including attorneys' fees and legal expenses) arising out of any alleged defect in any service or product manufactured, promoted, or sold by Client (or any affiliate thereof) in connection with any Trademark or out of the manufacture, promotion, labeling, sale, distribution or advertisement of any such product or service by Client (or any affiliate thereof). The foregoing indemnity shall survive the payment of the Obligations, the termination of this Agreement and the termination or non-renewal of the Factoring Agreement.

(m) Client shall promptly pay Factor for any and all expenditures made by Factor pursuant to the provisions of this Agreement or for the defense, protection, or enforcement of the Obligations, the Collateral, or the security interests and conditional assignment granted hereunder, including, but not limited to, all filing or recording fees, court costs, collection charges, travel expenses, and attorneys' fees and legal expenses. Such expenditures shall be payable on demand, together with interest at the highest rate then applicable to the indebtedness of Client to Factor set forth in the Factoring Agreement and shall be part of the Obligations secured hereby.

5. RIGHTS AND REMEDIES

Upon the occurrence of an Event of Default, and at any time thereafter, in addition to all other rights and remedies of Factor, whether provided under this Agreement, the Factoring Agreement, the other Financing Agreements, applicable law or otherwise, Factor shall have the following rights and

remedies which may be exercised without notice to, or consent by, Client except as such notice or consent is expressly provided for hereunder:

(a) Factor may require that neither Client nor any affiliate of Client make any use of the Trademarks for any purpose whatsoever. Factor may make use of any Trademarks for the sale of goods, completion of work-in-process or rendering of services in connection with enforcing any other security interest granted to Factor by Client or any affiliate of Client or for such other reason as Factor may determine.

(b) Factor may grant such license or licenses relating to the Collateral for such term or terms, on such conditions, and in such manner, as Factor shall in its sole and absolute discretion deem appropriate. Such license or licenses may be general, special or otherwise, and may be granted on an exclusive or non-exclusive basis throughout all or any part of the United States of America, its territories and possessions, and all foreign countries.

(c) Factor may assign, sell or otherwise dispose of the Collateral or any part thereof, either with or without special conditions or stipulations except that if notice to Client of intended disposition of Collateral is required by law, the giving of five (5) days prior written notice to Client of any proposed disposition shall be deemed reasonable notice thereof and Client waives any other notice with respect thereto. Factor shall have the power to buy the Collateral or any part thereof, and Factor shall also have the power to execute assurances and perform all other acts which Factor may, in its sole and absolute discretion, deem appropriate or proper to complete such assignment, sale or disposition.

(d) In addition to the foregoing, in order to implement the assignment, sale or other disposition of any of the Collateral pursuant to the terms hereof, Factor may at any time execute and deliver on behalf of Client, pursuant to the authority granted in the Powers of Attorney described in Section 3(f) hereof, one or more instruments of assignment of the Trademarks (or any application, registration, or recording relating thereto), in form suitable for filing, recording, or registration. Client agrees to pay Factor on demand all costs incurred in any such transfer of the Collateral, including, but not limited to, any taxes, fees, and attorneys' fees and legal expenses. Client agrees that Factor has no obligation to preserve rights to the Trademarks against any other parties.

(e) Factor may first apply the proceeds actually received from any such license, assignment, sale or other disposition of any of the Collateral to the costs and expenses thereof, including attorneys' fees and all legal, travel and other expenses which may be incurred by Factor. Thereafter, Factor may apply any remaining proceeds to such of the Obligations as Factor may in its sole and absolute discretion determine. In the event the proceeds of Collateral are insufficient to satisfy all of the Obligations in full, Client shall remain liable for any such deficiency and shall pay Factor on demand any such unpaid amount, together with interest at the highest rate then applicable to the indebtedness of Client to Factor set forth in the Factoring Agreement.

(f) Client shall supply to Factor or to Factor's designee, Client's knowledge and expertise relating to the manufacture, sale and distribution of the products and rendition of services to which the Trademarks relate.

(g) Nothing contained herein shall be construed as requiring Factor to take any such action at any time. All of Factor's rights and remedies, whether provided under this Agreement, the Factoring Agreement, the other Financing Agreements, applicable law or otherwise, shall be cumulative and none is exclusive. Such rights and remedies may be enforced alternatively, successively, or concurrently.

6. JURY TRIAL WAIVER; OTHER WAIVERS AND CONSENTS; GOVERNING LAW

(a) This Agreement is made and is to be performed under the laws of the State of California and shall be governed by and construed and enforced in accordance with said law, excluding any principles of any conflicts of laws or other rule of law that would result in the application of the law of any jurisdiction other than the laws of the State of California. Client and Factor expressly submit and consent to the jurisdiction of the state and federal courts located in the County of Los Angeles, State of California with respect to any controversy arising out of or relating to this Agreement or any alteration, amendment, change, extension, modification, renewal, replacement, substitution, joinder or supplement hereto or to any transactions in connection herewith. Client and Factor irrevocably waive all claims, obligations and defenses that Client or Factor, as applicable, may have regarding such court's personal or subject matter jurisdiction, venue or inconvenient forum. Nothing herein shall limit the right of Factor to bring proceedings against Client in any other court. Each of the parties to this Agreement hereby waives personal service of any summons or complaint or other process or papers to be issued in any action or proceeding involving any such controversy and hereby agrees that service of such summons or complaint or process may be made by registered or certified mail to the other party at the address appearing on the signature page hereto.

(b) TO THE EXTENT PERMITTED BY LAW, FACTOR AND CLIENT DO HEREBY WAIVE ANY AND ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING OF ANY KIND ARISING ON, OUT OF, BY REASON OF, OR RELATING IN WAY TO, THIS AGREEMENT OR THE INTERPRETATION OR ENFORCEMENT THEREOF OR TO ANY TRANSACTIONS HEREUNDER.

(c) Reference Provisions.

(i) The parties prefer that any dispute between them be resolved in litigation subject to a Jury Trial Waiver as set forth in this Agreement, but the California Supreme Court has held that pre-dispute Jury Trial Waivers not authorized by statute are unenforceable. This Reference Provision will be applicable until: (i) the California Supreme Court holds that a pre-dispute Jury Trial Waiver provision similar to that contained in this Agreement is valid or enforceable; or (ii) the California Legislature enacts a statute which becomes law, authorizing pre-dispute Jury Trial Waivers of the type in this Agreement and, as a result, such waivers become enforceable.

(ii) Other than (i) nonjudicial foreclosure of security interests in real or personal property, (ii) the appointment of a receiver or (iii) the exercise of other provisional remedies (any of which may be initiated pursuant to applicable law), any controversy, dispute or claim (each, a "Claim") between the parties arising out of or relating to this Agreement, will be resolved by a reference proceeding in California in accordance with the provisions of Section 638 et seq. of the California Code of Civil Procedure ("CCP"), or their successor sections, which shall constitute the exclusive remedy for the resolution of any Claim, including whether the Claim is subject to the reference proceeding. Except as otherwise provided in this Agreement, venue for the reference proceeding will be in the Superior Court or Federal District Court in the County or District where the real property, if any, is located or in a County or District where venue is otherwise appropriate under applicable law (the "Court").

(iii) The referee shall be a retired Judge or Justice selected by mutual written agreement of the parties. If the parties do not agree, the referee shall be selected by the Presiding Judge of the Court (or his or her representative). A request for appointment of a referee may be heard on an ex parte or expedited basis, and the parties agree that irreparable harm would result if ex parte relief is not granted. The referee shall be

appointed to sit with all the powers provided by law. Pending appointment of the referee, the Court has power to issue temporary or provisional remedies.

(iv) The parties agree that time is of the essence in conducting the reference proceedings. Accordingly, the referee shall be requested, subject to change in the time periods specified herein for good cause shown, to (a) set the matter for a status and trial-setting conference within thirty (30) days after the date of selection of the referee, (b) if practicable, try all issues of law or fact within one hundred twenty (120) days after the date of the conference and (c) report a statement of decision within thirty (30) days after the matter has been submitted for decision.

(v) The referee will have power to expand or limit the amount and duration of discovery. The referee may set or extend discovery deadlines or cutoffs for good cause, including a party's failure to provide requested discovery for any reason whatsoever. Unless otherwise ordered based upon good cause shown, no party shall be entitled to "priority" in conducting discovery, depositions may be taken by either party upon twenty-one (21) days written notice, and all other discovery shall be responded to within thirty (30) days after service. All disputes relating to discovery which cannot be resolved by the parties shall be submitted to the referee whose decision shall be final and binding.

(vi) Except as expressly set forth in this Agreement, the referee shall determine the manner in which the reference proceeding is conducted including the time and place of hearings, the order of presentation of evidence, and all other questions that arise with respect to the course of the reference proceeding. All proceedings and hearings conducted before the referee, except for trial, shall be conducted without a court reporter, except that when any party so requests, a court reporter will be used at any hearing conducted before the referee, and the referee will be provided a courtesy copy of the transcript. The party making such a request shall have the obligation to arrange for and pay the court reporter. Subject to the referee's power to award costs to the prevailing party, the parties will equally share the cost of the referee and the court reporter at trial.

(vii) The referee shall be required to determine all issues in accordance with existing case law and the statutory laws of the State of California. The rules of evidence applicable to proceedings at law in the State of California will be applicable to the reference proceeding. The referee shall be empowered to enter equitable as well as legal relief, provide all temporary or provisional remedies, enter equitable orders that will be binding on the parties and rule on any motion which would be authorized in a trial, including without limitation motions for summary judgment or summary adjudication. The referee shall issue a decision and pursuant to CCP §644 the referee's decision shall be entered by the Court as a judgment or an order in the same manner as if the action had been tried by the Court. The final judgment or order or from any appealable decision or order entered by the referee shall be fully appealable as provided by law. The parties reserve the right to findings of fact, conclusions of laws, a written statement of decision, and the right to move for a new trial or a different judgment, which new trial, if granted, is also to be a reference proceeding under this provision.

(viii) If the enabling legislation which provides for appointment of a referee is repealed (and no successor statute is enacted), any dispute between the parties that would otherwise be determined by reference procedure will be resolved and determined by arbitration. The arbitration will be conducted by a retired judge or Justice, in accordance with the California Arbitration Act §1280 through §1294.2 of the CCP as amended from time to time. The limitations with respect to discovery set forth above shall apply to any such arbitration proceeding.

(ix) THE PARTIES RECOGNIZE AND AGREE THAT ALL DISPUTES RESOLVED UNDER THIS REFERENCE PROVISION WILL BE DECIDED BY A REFEREE AND NOT BY A JURY. AFTER CONSULTING (OR HAVING HAD THE OPPORTUNITY TO

CONSULT) WITH COUNSEL OF THEIR OWN CHOICE, EACH PARTY KNOWINGLY AND VOLUNTARILY AND FOR THEIR MUTUAL BENEFIT AGREES THAT THIS REFERENCE PROVISION WILL APPLY TO ANY DISPUTE BETWEEN THEM WHICH ARISES OUT OF OR IS RELATED TO THIS AGREEMENT.

(d) Client waives presentment and protest of any instruments and all notices thereof, notice of default and all other notices to which it might otherwise be entitled.

(e) Factor shall not have any liability to Client (whether in tort, contract, equity or otherwise) for losses suffered by Client in connection with, arising out of, or in any way related to the transactions or relationships contemplated by this Agreement, or any act, omission or event occurring in connection herewith, unless it is determined by a final and non-appealable judgment or court order binding on Factor that the losses were the result of Factor's acts or omissions constituting gross negligence or willful misconduct.

7. MISCELLANEOUS

(a) Unless otherwise specified herein, all notices pursuant to this Agreement shall be in writing and sent either (i) by hand, (ii) by certified mail, return receipt requested, or (iii) by recognized overnight courier service, to the other party at the address set forth herein, or to such other address as a party may from time to time furnish to the other party by notice. Any notice hereunder shall be deemed to have been given on (x) the day of hand delivery, (y) the third Business Day after the day it is deposited in the U.S. Mail, if sent as aforesaid, or (z) the day after it is delivered to a recognized overnight courier service with instructions for next day delivery.

(b) Unless the context of this Agreement clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or". The words "hereof", "herein", "hereby", "hereunder", and similar terms in this Agreement refer to this Agreement as a whole and not to any particular provision of this Agreement. Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise specified. Any reference in this Agreement to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, 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). 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, including cash, securities, accounts, and contract rights. The word "Person" means natural persons, corporations, limited liability companies, limited partnerships, general partnerships, limited liability partnerships, joint ventures, trusts, land trusts, business trusts, or other organizations, irrespective of whether they are legal entities, and governments and agencies and political subdivisions thereof, and any reference herein to any Person shall be construed to include such Person's successors and assigns.

(c) Factor shall have the right to assign this Agreement; Client shall have no right to assign this Agreement without the Factor's consent, which shall not be unreasonably withheld; and this Agreement, the other Financing Agreements and any other document referred to herein shall inure to the benefit of and shall bind Factor and Client and their respective successors and assigns.

(d) No failure or delay by Factor in exercising any of its powers or rights hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any such power or right preclude other or further exercise thereof or the exercise of any other right or power. Factor's rights, remedies and

benefits hereunder are cumulative and not exclusive of any other rights, remedies or benefits, which Factor may have. No waiver by Factor will be effective unless in writing and then only to the extent specifically stated.


(e) If any provision of this Agreement is found to be unenforceable or otherwise invalid under applicable law, such provision shall be ineffective only to the extent of such invalidity and the remaining provisions of this Agreement shall remain in full force and effect.

(f) This Agreement is the result of full and complete negotiation at arm's length by all parties hereto. No prior drafts or memoranda prepared by any party shall be used to construe or interpret any provision hereof, nor shall any one party be construed the "drafter" of this Agreement for the purpose of construing the terms, conditions or obligations set forth herein. This Agreement sets forth the entire understanding of the parties with respect to the matters set forth herein and supersedes in their entirety any and all understandings and agreements, whether Written or oral, of the parties with respect to the foregoing. This Agreement cannot be changed, modified or amended in any respect except by a Writing executed by the party to be charged. Client acknowledges that it has been advised by counsel in connection with the execution of this Agreement and the other Financing Agreements and is not relying upon oral representations or statements inconsistent with the terms and provisions of this Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, Client and Factor have executed this Agreement as of the day and year first above written.

SUN BUM LLC

By:  _____

Title: CEO _____

Address: ~~967 Spaulding Avenue SE, Suite B
Ada, Michigan 49301~~

*2103 Camino Vida Roble, Suite B
Carlsbad CA 92008*

WELLS FARGO BANK, NATIONAL
ASSOCIATION

By: _____

Title: Authorized Signatory

Address: 333 South Grand Avenue
Suite 4150
Los Angeles, California 90071

Trademark Collateral Assignment and
Security Agreement

TRADEMARK
REEL: 005443 FRAME: 0274

IN WITNESS WHEREOF, Client and Factor have executed this Agreement as of the day and year first above written.

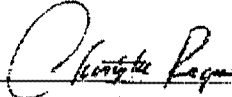
SUN BUM LLC

By: _____

Title: _____

Address: 967 Spaulding Avenue SE, Suite B
Ada, Michigan 49301

**WELLS FARGO BANK, NATIONAL
ASSOCIATION**

By:  _____

Title: Authorized Signatory

Address: 333 South Grand Avenue
Suite 4150
Los Angeles, California 90071

Trademark Collateral Assignment and
Security Agreement

TRADEMARK
REEL: 005443 FRAME: 0275

EXHIBIT A
TO
TRADEMARK COLLATERAL ASSIGNMENT
AND SECURITY AGREEMENT

TRADE NAMES, REGISTERED TRADEMARKS, TRADEMARK APPLICATIONS,
REGISTERED SERVICE MARKS AND SERVICE MARK APPLICATIONS

See attached.

**EXHIBIT B
TO
TRADEMARK COLLATERAL ASSIGNMENT
AND SECURITY AGREEMENT**

TRADEMARK LICENSES

Non-exclusive, non-transferable license to Sun Bum International LLC to use all Trademarks.

**EXHIBIT D
TO
TRADEMARK COLLATERAL ASSIGNMENT
AND SECURITY AGREEMENT**

INFRINGEMENT, UNAUTHORIZED USES AND LITIGATION

Sun Bum LLC is a defendant in a lawsuit pending in the United States District Court for the Eastern District of Michigan (civil action no. 2:14-cv-10821). The plaintiff is an individual, Donald A. Gange. The plaintiff previously brought an opposition proceeding (opposition no. 91194831) seeking to prevent registration of Sun Bum LLC's U.S. trademark application serial no. 77/885,955 for the mark SUN BUM in connection with stickers, footwear, headwear, shorts, sweat shirts, T-shirts, and toy animals. That opposition was dismissed by the Trademark Trial and Appeal Board ("TTAB"). Mr. Gange subsequently filed civil action no. 2:14-cv-10821 appealing the decision of the TTAB, as well as bringing various other claims against Sun Bum LLC. Sun Bum LLC has responded with its own counterclaims. Trial is scheduled for March 9, 2015, and Sun Bum is represented by Gardner Linn Burkhardt & Flory in Michigan.

Foreign Trademark Matters

FT-105A	Brazil	SUN BUM	003	Hair care preparations; non-medicated sun care preparations.	830914790	01/31/2011			Issue Fee Paid
FT-105B	Brazil	SUN BUM	025	Footwear; headwear; shorts; sweat shirts; T-shirts.	830914803	01/31/2011			Issue Fee Paid Opposition Period Expires 12/29/2014 Renewal Due 07/01/2024
FT-105C	Brazil	SUN BUM	028	Flying discs; footbags; footballs; paddle ball games; toy animals.	830914200	01/31/2011			Issue Fee Paid Opposition Period Expires 12/29/2014 Renewal Due 07/01/2024
FT-106	Brazil	MONKEY HEAD LOGO	003	Sunscreen cream.	830914218	01/31/2011			Issue Fee Paid
FT-106A	Brazil	MONKEY HEAD LOGO	025	Headwear; T-shirts.	830914234	01/31/2011			Issue Fee Paid Opposition Period Expires 12/29/2014 Renewal Due 07/01/2024
FT-106B	Brazil	MONKEY HEAD LOGO	028	Flying discs; Footballs; Paddle ball games; Toy animals.	830914242	01/31/2011			Issue Fee Paid Opposition Period Expires 12/29/2014 Renewal Due 07/01/2024
FT-107	Brazil	TRUST THE BUM	003	Sunscreen cream; hair care preparations; non-medicated sun care preparations.	830914765	01/31/2011			Issue Fee Paid Opposition Period Expires 12/29/2014 Renewal Due 07/01/2024
FT-107A	Brazil	TRUST THE BUM	025	Footwear; headwear; shorts; sweat shirts; T-shirts.	830914773	01/31/2011			Abandoned
FT-107B	Brazil	TRUST THE BUM	028	Toy animals; flying discs; footbags; footballs; paddle ball games.	830914781	01/31/2011			Abandoned

Foreign Trademark Matters

FT-111	Brazil	PROTECT YOUR LAZY ASS	003	Hair care preparations; non-medicated skin care preparations.	830914730	01/31/2011		Abandoned
FT-11A	Brazil	PROTECT YOUR LAZY ASS	025	Footwear; headwear; shorts; sweat shirts; T-shirts.	830914749	01/31/2011		Abandoned
FT-11B	Brazil	PROTECT YOUR LAZY ASS	028	Flying discs; footbags; footballs; paddle ball games; toy animals.	830914757	01/31/2011		Abandoned

Foreign Trademark Matters

FT-105	Canada	SUN BUM	WARES	(1) Sunscreen cream; (2) Non-medicated sun care preparations; (3) Stickers; headwear; T-shirts; toy animals; (4) Flying discs; footballs, paddle ball games; (5) Footwear; shorts; sweat shirts; (6) Hair care preparations.	1512139	01/21/2011			Response Due 12/04/2014
FT-106	Canada	MONKEY HEAD LOGO	WARES	(1) Sunscreen cream; stickers, headwear, namely baseball caps, visors, floppy hats, straw cowboy hats and bucket hats; T-shirts. (2) Flying discs; footballs; paddle ball games; toy animals. (3) Hair care preparations; non-medicated sun care preparations; footwear, namely flip flops; shorts; sweat shirts. (4) Sunscreen cream; stickers, headwear, namely baseball caps, visors, floppy hats, straw cowboy hats, bucket hats; shorts; sweat shirts; T-shirts; toy animals; footballs; flying discs; paddle ball games.	1512141	01/21/2011			Affidavit of Use - Final Deadline 01/21/2015
FT-107	Canada	TRUST THE BUM	WARES	(1) Sunscreen cream; hair care preparations; non-medicated sun care preparations; stickers; footwear; headwear; shorts; sweat shirts; T-shirts; toy animals. (2) Footballs; footballs; flying discs; paddle ball games.	1513255	01/31/2011			Abandoned
FT-111	Canada	PROJECT YOUR LAZY ASS	WARES	Sunscreen cream; stickers; hair care preparations; non-medicated sun care preparations; footwear, namely flip-flops; headwear, namely baseball caps, visors, floppy hats, straw cowboy hats, bucket hats; shorts; sweat shirts; T-shirts; toy animals; footballs; flying discs; paddle ball games.	1513257	01/31/2011			Abandoned

Foreign Trademark Matters

FT-105	Chile	SUN BUM + MONKEY HEAD LOGO	003	Sunscreen cream; hair care preparations; non-medicated sun care preparations.	1027775	10/02/2012				Final Fee Due 11/13/2014 (Payment Authorized)
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Foreign Trademark Matters

FT-105A	Mexico	SUN BUM	003	Bleaching preparations and other substances for laundry use; cleaning, polishing, scouring and abrasive preparations; soaps; perfumery, essential oils, cosmetics, hair lotions; dentifrices; sunscreen cream, hair care preparations, and non-medicated sun care preparations.	1151390	01/31/2011	1218116	01/31/2011	Renewal Due 01/31/2021
FT-105B	Mexico	SUN BUM	025	Footwear; headwear; shorts; sweat shirts; T-shirts.	1151391	01/31/2011	1264542	01/31/2011	Renewal due 10/31/2021
FT-105C	Mexico	SUN BUM	028	Games and playthings; gymnastic and sporting articles not included in other classes; decorations for Christmas trees, toy animals, footballs, flying discs and piddle ball games.	1151392	01/31/2011	1221728	01/31/2011	Renewal Due 01/31/2021
FT-106	Mexico	MONKEY HEAD LOGO	003	Bleaching preparations and other substances for laundry use; cleaning, polishing, scouring and abrasive preparations; soaps; perfumery, essential oils, cosmetics, hair lotions; dentifrices; sunscreen cream, hair care preparations, and non-medicated sun care preparations.	1151394	01/31/2011	1214126	06/07/2011	Renewal Due 01/31/2021
FT-106A	Mexico	MONKEY HEAD LOGO	025	Headwear; T-shirts.	1151395	01/31/2011	1221225	06/07/2011	Renewal Due 01/31/2021

Foreign Trademark Matters

FT-106B	Mexico	MONKEY HEAD LOGO	028	Games and playthings; gymnastic and sporting articles not included in other classes; decorations for Christmas trees, toy animals, footballs, flying discs and paddle ball games.	1151397	01/31/2011	1221227	06/07/2011	Renewal Due 01/31/2021
FT-107	Mexico	TRUST THE BUM	003	Bleaching preparations and other substances for laundry use; cleaning, polishing, scouring and abrasive preparations; soaps; perfumery, essential oils; cosmetics, hair lotions; dentifrices.	1151675	02/01/2011	1259880	01/11/2012	Renewal Due 02/01/2021
FT-107A	Mexico	TRUST THE BUM	025	Clothing; footwear; headgear	1151676	02/01/2011	1259881	01/11/2012	Renewal Due 02/01/2021
FT-107B	Mexico	TRUST THE BUM	028	Games and playthings; gymnastic and sporting articles not included in other classes; decorations for Christmas trees.	1151677	02/01/2011	1259882	01/11/2012	Renewal Due 02/01/2021
FT-111	Mexico	PROTECT YOUR LAZY ASS	003	Hair cure preparations; non- medicated sun cure preparations.	1151678	02/01/2011			Abandoned
FT-111A	Mexico	PROTECT YOUR LAZY ASS	025	Footwear; headwear; shorts; sweat shirts; T-shirts.	1151679	02/01/2011			Abandoned
FT-111B	Mexico	PROTECT YOUR LAZY ASS	028	Flying discs; footbags; footballs; paddle ball games; toy animals.	1151681	02/01/2011			Abandoned

Foreign Trademark Matters

FT-105A	Venezuela	SUN BUM	003	Sunscreen cream, hair care preparations, and non-medicated sun care preparations.	31/14/2011	03/01/2011			Associate advised of suspended prosecution pending outcome of objection raised by examiner of prior existing application on 6/20/2013
FT-105B	Venezuela	SUN BUM	025	Footwear, headwear, shorts, sweat shirts and T-shirts.	31/55/2011	03/01/2011			Associate advised of suspended prosecution pending outcome of objection raised by examiner of prior existing application on 6/20/2013
FT-105C	Venezuela	SUN BUM	028	Toy animals, footballs, foobags, flying discs and paddle ball games.	31/45/2011	03/01/2011			Associate advised of suspended prosecution pending outcome of objection raised by examiner of prior existing application on 6/20/2013
FT-106	Venezuela	MONKEY HEAD LOGO	003	Sunscreen cream, hair care preparations, and non-medicated sun care preparations.	31/51/2011	03/01/2011			Abandoned
FT-106A	Venezuela	MONKEY HEAD LOGO	025	Footwear, headwear, shorts, sweat shirts and t-shirts.	31/49/2011	03/01/2011			Abandoned
FT-106B	Venezuela	MONKEY HEAD LOGO	028	Toy animals, football, foobags, flying discs and paddle ball games.	31/50/2011	03/01/2011			Abandoned

Foreign Trademark Matters

FT-107	Venezuela	TRUST THE BUM	003	Sunscreen cream; hair care preparations; non-medicated sun care preparations;	3154/2011	03/01/2011			Abandoned
FT-107A	Venezuela	TRUST THE BUM	025	Footwear; headwear; shorts; sweat shirts; T-shirts	3153/2011	03/01/2011			Abandoned
FT-107B	Venezuela	TRUST THE BUM	028	Toy animals; flying discs; footbags; footballs; paddle ball games;	3146/2011	03/01/2011			Abandoned
FT-111	Venezuela	PROTECT YOUR LAZY ASS	003	Sunscreen cream; Hair care preparations; and Non-medicated sun care preparations;	3152/2011	03/01/2011			Abandoned
FT-111A	Venezuela	PROTECT YOUR LAZY ASS	025	Footwear; headwear; shorts; sweat shirts; T-shirts	3147/2011	03/01/2011			Abandoned
FT-111B	Venezuela	PROTECT YOUR LAZY ASS	028	Toy animals; footballs; footbags; flying discs and paddle ball games	3148/2011	03/01/2011			Abandoned

Foreign Trademark Matters

FT-105	International*	SUN BUM	003	- Sunscreen cream, hair care preparations, non-medicated sun care preparations.	1,066,962	01/20/2011	1,066,962	01/20/2011	Renewal date 01/20/2021
			025	- Footwear, headwear, shorts, sweat shirts, t-shirts.					
			028	- Toy animals, footballs, flying discs, paddle ball games.					
FT-106	International	MONKEY HEAD LOGO	003 025	- Sunscreen cream. - Headwear; T-shirts.	1,066,235	01/20/2011	1,066,235	01/20/2011	Renewal Due 01/20/2021
FT106A	International	MONKEY HEAD LOGO	028	- Flying discs (toys); footballs; paddle ball games; toy animals.	1,067,051	01/20/2011	1,067,051	01/20/2011	Renewal Due 01/20/2021
FT-107	International	TRUST THE BUM	003	- Sunscreen cream.	1,067,593	01/28/2011	1,067,593	01/28/2011	Renewal Due 01/28/2021
			025	- Footwear; headwear; shorts; sweat shirts; t-shirts.					
			028	- Toy animals; flying discs (toys); hoobags; footballs; paddle ball games.					
FT-111	International	PROTECT YOUR LAZY ASS	003	- Hair care preparations; non-medicated sun care preparations.	1,067,665	01/28/2011	1,067,665	01/28/2011	Renewal Due 01/28/2021
			025	- Footwear; headwear; shorts; sweat shirts; t-shirts.					
			028	- Flying discs; footballs; paddle ball games; toy animals.					

* NOTE: International Application was filed designating: Australia, China, European Union, and Japan.

Foreign Trademark Matters

FT-105	Australia	SUN BUM	003	Sunscreen cream, hair care preparations, non-medicated sun care preparations.	1,066,962	01/20/2011	1,066,962	01/20/2011	Renewal Due 01/20/2021
			025	Footwear, headwear, shorts, sweat shirts, t-shirts, Toy animals, footballs, flying discs, paddle ball games.					
FT-106	Australia	MONKEY HEAD LOGO	003	Sunscreen cream.	1,066,235	01/20/2011	1,066,235	01/20/2011	Renewal Due 01/20/2021
			025	Headwear, T-shirts.					
FT-106A	Australia	MONKEY HEAD LOGO	028	Flying discs, footballs, paddle ball games; toy animals.	1,067,051	01/20/2011	1,067,051	01/20/2011	Renewal Due 01/20/2021
FT-107	Australia	TRUST THE BUM	003	Sunscreen cream.	1,067,593	01/28/2011	1,067,593	01/28/2011	Renewal Due 01/28/2021
			025	Footwear, headwear, shorts; sweat shirts; t-shirts.					
			028	Toy animals; flying discs; footballs; footballs; paddle ball games.					
FT-111	Australia	PROTECT YOUR LAZY ASS	003	Hair care preparations, non-medicated sun care preparations.	1,067,665	01/28/2011	1,067,665	01/28/2011	Renewal Due 01/28/2021
			025	Footwear, headwear, shorts; sweat shirts; t-shirts.					
			028	Flying discs, footballs, paddle ball games; toy animals.					

Foreign Trademark Matters

FT-105	China	SUN BUM	003	Sunscreen cream, hair care preparations, non-medicated sun care preparations.	1,066,962	01/20/2011	1,066,962	01/20/2011	Renewal due 01/20/2021
			025	Footwear, headwear, shorts, sweat shirts, t-shirts.					
			028	Toy animals, footballs, flying discs, paddle ball games.					
FT-106	China	MONKEY HEAD LOGO	003	Sunscreen cream.	1,066,235	01/20/2011	1,066,235	01/20/2011	Renewal due 01/20/2021
			025	Headwear, T-shirts.					
FT-106A	China	MONKEY HEAD LOGO	028	Flying discs; footballs; paddle ball games; toy animals.	1,067,051	01/20/2011	1,067,051	01/20/2011	Renewal Due 01/20/2021
FT-107	China	TRUST THE BUM	003	Sunscreen cream.	1,067,593	01/28/2011	1,067,593	01/28/2011	Renewal Due 01/28/2021
			025	Footwear, headwear, shorts; sweat shirts; t-shirts.					
			028	Toy animals; flying discs; hoobags; footballs; paddle ball games.					
FT-111	China	PROTECT YOUR LAZY ASS	025	Footwear, headwear, shorts; sweat shirts; t-shirts.	1,067,665	01/28/2011	1,067,665	01/28/2011	Pending decision of Chinese Trademark Office

Foreign Trademark Matters

FT-105	EU (CTM)	SUN BUM	003	Sunscreen cream, hair care preparations, non-medicated sun care preparations.	1,066,962	01/20/2011	1,066,962	01/20/2011	Renewal Due 01/20/2021
			025	Footwear, headwear, shorts, sweat shirts, t-shirts.					
			028	Toy animals, footballs, flying discs, paddle ball games.					
FT-106	EU (CTM)	MONKEY HEAD LOGO	003	Sunscreen cream.	1,066,235	01/20/2011	1,066,235	01/20/2011	Renewal Due 01/20/2021
			025	Headwear, T-shirts.					
FT-106A	EU (CTM)	MONKEY HEAD LOGO	028	Flying discs; footballs; paddle ball games; toy animals.	1,067,051	01/20/2011	1,067,051	01/20/2011	Renewal Due 01/20/2021
FT-107	EU (CTM)	TRUST THE BUM	003	Sunscreen cream.	1,067,593	01/28/2011	1,067,593	01/28/2011	Renewal Due 01/28/2021
			025	Footwear; headwear; shorts; sweat shirts; t-shirts.					
			028	Toy animals; flying discs; koozies; footballs; paddle ball games.					
FT-111	EU (CTM)	PROTECT YOUR LAZY ASS	003	Hair care preparations; non-medicated sun care preparations.	1,067,665	01/28/2011	1,067,665	01/28/2011	Renewal Due 01/28/2021
			025	Footwear; headwear; shorts; sweat shirts; t-shirts.					
			028	Flying discs; footballs; paddle ball games; toy animals.					

Foreign Trademark Matters

FT-105	Japan	SUN BUM	003	Sunscreen cream, hair care preparations, non-medicated sun care preparations.	1,066,962	01/20/2011	1,066,962	01/20/2011	Renewal Due 01/20/2021
			025	Footwear, headwear, shorts, sweat shirts, t-shirts.					
			028	Toy animals, footballs, flying discs (toys); paddle ball games.					
FT-106	Japan	MONKEY HEAD LOGO	003	Sunscreen cream.	1,066,235	01/20/2011	1,066,235	01/20/2011	Renewal Due 01/20/2021
			025	Headwear, T-shirts.					
FT-106A	Japan	MONKEY HEAD LOGO	028	Flying discs (toys); footballs; paddle ball games; toy animals.	1,067,051	01/20/2011	1,067,051	01/20/2011	Renewal Due 01/20/2021
FT-107	Japan	TRUST THE BUM	003	Sunscreen cream.	1,067,593	01/28/2011	1,067,593	01/28/2011	Renewal Due 01/28/2021
			025	Footwear, headwear, shorts; sweat shirts; t-shirts.					
			028	Toy animals; flying discs (toys); footballs; paddle ball games.					
FT-111	Japan	PROTECT YOUR LAZY ASS	003	Hair care preparations; non-medicated sun care preparations	1,067,665	01/28/2011	1,067,665	01/28/2011	Renewal Due 01/28/2021
			025	Footwear; headwear; shorts; sweat shirts; t-shirts.					
			028	Flying discs (toys); foot bags; footballs; paddle ball games; toy animals					

TRADEMARK

REEL: 005443 FRAME: 0292

RECORDED: 12/31/2014