

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM329376

| | | | |
|-----------------------------------|---|------------------------------|-------------------------|
| SUBMISSION TYPE: | | NEW ASSIGNMENT | |
| NATURE OF CONVEYANCE: | | Trademark Security Agreement | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Fox Head, Inc. | | 12/19/2014 | CORPORATION: CALIFORNIA |
| RECEIVING PARTY DATA | | | |
| Name: | Wells Fargo Bank, National Association | | |
| Street Address: | 2450 Colorado Ave, Suite 3000 West | | |
| City: | Santa Monica | | |
| State/Country: | CALIFORNIA | | |
| Postal Code: | 90404 | | |
| Entity Type: | National Banking Association: UNITED STATES | | |
| PROPERTY NUMBERS Total: 45 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3143175 | FOX | |
| Registration Number: | 3160138 | FOX | |
| Registration Number: | 1318236 | FOX | |
| Registration Number: | 3676787 | FOX FOOTWEAR | |
| Registration Number: | 2232648 | FOX | |
| Registration Number: | 2189804 | FOX | |
| Registration Number: | 2192660 | FOX | |
| Registration Number: | 2181243 | FOX | |
| Registration Number: | 3736401 | FOX | |
| Registration Number: | 3309293 | FOX | |
| Registration Number: | 3309294 | FOX | |
| Registration Number: | 3309295 | FOX | |
| Registration Number: | 3309296 | FOX | |
| Registration Number: | 3367072 | FOX DELUXE | |
| Registration Number: | 3715564 | FOX DENIM | |
| Registration Number: | 4431094 | FOX HEAD | |
| Registration Number: | 3276323 | FOX RACING | |
| Registration Number: | 3276324 | FOX RACING | |
| Registration Number: | 4435246 | FOX RACING | |

CH \$1140.00 3143175

| Property Type | Number | Word Mark |
|----------------------|---------|------------|
| Registration Number: | 2781483 | FOXGIRL |
| Registration Number: | 3703862 | FOXGIRL |
| Registration Number: | 2188305 | |
| Registration Number: | 2234764 | |
| Registration Number: | 2194132 | |
| Registration Number: | 2192661 | |
| Registration Number: | 1568070 | |
| Registration Number: | 3117578 | |
| Registration Number: | 3151681 | |
| Registration Number: | 3151835 | |
| Registration Number: | 3994645 | FOXTECH |
| Registration Number: | 4091615 | MOTO-X FOX |
| Registration Number: | 2419625 | PILOT |
| Registration Number: | 2711103 | SHIFT |
| Registration Number: | 2847631 | SHIFT |
| Registration Number: | 2747575 | SHIFT |
| Registration Number: | 2747574 | SHIFT |
| Registration Number: | 2298810 | |
| Registration Number: | 2362788 | |
| Registration Number: | 2296775 | |
| Registration Number: | 3320801 | S |
| Registration Number: | 3320803 | S |
| Registration Number: | 3309276 | S |
| Registration Number: | 3309278 | S |
| Registration Number: | 3021302 | SHIFTMX |
| Registration Number: | 4639332 | SHIFT S |

CORRESPONDENCE DATA

Fax Number: 2027393000

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: 202-739-3000

Email: jennifer.evans@morganlewis.com

Correspondent Name: Morgan, Lewis & Bockius LLP

Address Line 1: 1111 Pennsylvania Avenue, NW

Address Line 4: Washington, D.C. 20004

ATTORNEY DOCKET NUMBER: 058438-0541

NAME OF SUBMITTER: Jennifer C. Evans

SIGNATURE: /jce/

| | |
|---------------------|------------|
| DATE SIGNED: | 01/19/2015 |
|---------------------|------------|

Total Attachments: 7

- source=Fox Revised Trademark Security Agreement#page1.tif
- source=Fox Revised Trademark Security Agreement#page2.tif
- source=Fox Revised Trademark Security Agreement#page3.tif
- source=Fox Revised Trademark Security Agreement#page4.tif
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- source=Fox Revised Trademark Security Agreement#page7.tif

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 19th day of December, 2014, by and among each Grantor listed on the signature pages hereof (collectively, jointly and severally, "Grantors", and each individually a "Grantor"), and **WELLS FARGO BANK, NATIONAL ASSOCIATION**, a national banking association ("Wells Fargo"), in its capacity as agent for each member of the Lender Group, each member of the Hybrid Lender Group, the Bank Product Providers and the Hybrid Bank Product Providers (in such capacity, together with its successors and assigns in such capacity, "Agent").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement dated as of December 19, 2014 (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement") by and among FOX HOLDCO, INC., a Delaware corporation, as parent ("Parent"), FOX HEAD, INC., a California corporation ("Fox Head"; and together with each other Person that becomes a "Borrower" thereunder after the date thereof in accordance with the terms thereof, are referred to hereinafter each individually as a "Borrower", and individually and collectively, jointly and severally, as "Borrowers"), the lenders identified on the signature pages thereof (each of such lenders, together with its successors and permitted assigns, is referred to hereinafter as a "Lender", as that term is further defined therein), and Agent, the Lender Group has agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof;

WHEREAS, pursuant to that certain Credit Agreement dated as of December 19, 2014 (as amended, restated, supplemented, or otherwise modified from time to time, the "Hybrid Credit Agreement") by and among HYBRID HOLDINGS, INC., a Delaware corporation, as parent ("Hybrid Parent"), HYBRID JEM LLC, a California limited liability company ("Hybrid JEM"), HYBRID PROMOTIONS, LLC, a California limited liability company ("Hybrid"), AWAKE, INC., a California corporation ("Awake"), JEM SPORTSWEAR, a California corporation ("Jem Sportswear"; and together with Hybrid JEM, Hybrid, Awake and each other Person that becomes a "Borrower" thereunder after the date thereof in accordance with the terms thereof, are referred to hereinafter each individually as a "Hybrid Borrower", and individually and collectively, jointly and severally, as "Hybrid Borrowers"), the lenders identified on the signature pages thereof (each of such lenders, together with its successors and permitted assigns, is referred to hereinafter as a "Hybrid Lender"), and Wells Fargo as Agent (as defined therein), the Hybrid Lender Group has agreed to make certain financial accommodations available to Hybrid Borrowers from time to time pursuant to the terms and conditions thereof;

WHEREAS, the members of the Lender Group and the Bank Product Providers are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, the other Loan Documents, and the Bank Product Agreements, and the members of the Hybrid Lender Group and the Hybrid Bank Product Providers are willing to make the financial accommodations to Hybrid Borrowers as provided for in the Hybrid Credit Agreement, the other Hybrid Loan Documents, and the Hybrid Bank Product Agreements, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of the Lender Group, the Hybrid Lender Group, the Bank Product Providers and the Hybrid Bank Product Providers, that certain Guaranty and Security Agreement, dated as of December 19, 2014 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Guaranty and Security Agreement"); and

WHEREAS, pursuant to the Guaranty and Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of the Lender Group, the Hybrid Lender Group, the Bank Product Providers and the Hybrid Bank Product Providers, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor 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 Guaranty and Security Agreement or, if not defined therein, in the Credit Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit each member of the Lender Group, each member of the Hybrid Lender Group, each of the Bank Product Providers and each of the Hybrid Bank Product Providers, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the “Security Interest”) in all of such Grantor’s right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the “Trademark Collateral”):

all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property 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 Intellectual Property License.

SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Agent, the other members of the Lender Group, the other members of the Hybrid Lender Group, the Bank Product Providers, the Hybrid Bank Product Providers or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group, the Hybrid Lender Group, the Bank Product Providers and the Hybrid Bank Product Providers, pursuant to the Guaranty and Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

COUNTERPARTS. This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 25 OF THE GUARANTY AND SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTOR:

FOX HEAD, INC.,
a California corporation

By: 

Name: Keoni Schwartz

Title: President

[Signature page to Trademark Security Agreement (Fox)]

TRADEMARK
REEL: 005443 FRAME: 0324

ACCEPTED AND ACKNOWLEDGED BY:

AGENT:

WELLS FARGO BANK, NATIONAL ASSOCIATION,
a national banking association

By: _____

Name: Jeff Kaye

Title: Vice President

A handwritten signature in black ink, appearing to be 'JK', written over a horizontal line.

[Signature page to Trademark Security Agreement (Fox)]

TRADEMARK
REEL: 005443 FRAME: 0325

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

UNITED STATES TRADEMARKS:

Registrations:

| <u>OWNER</u> | <u>REGISTRATION NUMBER</u> | <u>TRADEMARK</u> |
|----------------|--------------------------------|---------------------|
| Fox Head, Inc. | 3143175 | FHeadX (line) |
| Fox Head, Inc. | 3160138 | FHeadX (line) |
| Fox Head, Inc. | 1318236 | FHeadX (old design) |
| Fox Head, Inc. | 3676787 | FHeadX Footwear |
| Fox Head, Inc. | 2232648 | FHeadX (bold) |
| Fox Head, Inc. | 2189804 | FHeadX (bold) |
| Fox Head, Inc. | 2192660 | FHeadX (bold) |
| Fox Head, Inc. | 2181243 | FHeadX (bold) |
| Fox Head, Inc. | 3736401 | Fox |
| Fox Head, Inc. | 3309293 | Fox Blitz |
| Fox Head, Inc. | 3309294 | Fox Blitz |
| Fox Head, Inc. | 3309295 | Fox Blitz |
| Fox Head, Inc. | 3309296 | Fox Blitz |
| Fox Head, Inc. | 3367072 | Fox Deluxe |
| Fox Head, Inc. | 3715564 | Fox Denim |
| Fox Head, Inc. | 4431094 | Fox Head |
| Fox Head, Inc. | 3276323 | Fox Racing |
| Fox Head, Inc. | 3276324 | Fox Racing |
| Fox Head, Inc. | 4435246 | Fox Racing |
| Fox Head, Inc. | 2781483 | Foxgirl |
| Fox Head, Inc. | 3703862 | Foxgirl |
| Fox Head, Inc. | 2188305 | FoxHead (bold) |
| Fox Head, Inc. | 2234764 | FoxHead (bold) |
| Fox Head, Inc. | 2194132 | FoxHead (bold) |
| Fox Head, Inc. | 2192661 | FoxHead (bold) |
| Fox Head, Inc. | 1568070 | FoxHead (line) |
| Fox Head, Inc. | 3117578 | FoxHead (line) |
| Fox Head, Inc. | 3151681 | FoxHead (line) |
| Fox Head, Inc. | 3151835 | FoxHead (line) |
| Fox Head, Inc. | 3994645 | Foxtech |
| Fox Head, Inc. | 4091615 | Moto-x Fox |
| Fox Head, Inc. | 2419625 | Pilot |
| Fox Head, Inc. | 2711103 | Shift |
| Fox Head, Inc. | 2847631 | Shift |
| Fox Head, Inc. | 2747575 | Shift |
| Fox Head, Inc. | 2747574 | Shift |
| Fox Head, Inc. | 2298810 | Shift Logo |
| Fox Head, Inc. | 2362788 | Shift Logo |
| Fox Head, Inc. | 2296775 | Shift Logo |

| | | |
|-----------------------|----------------|-----------------------|
| Fox Head, Inc. | 3320801 | Shift S Design |
| Fox Head, Inc. | 3320803 | Shift S Design |
| Fox Head, Inc. | 3309276 | Shift S Design |
| Fox Head, Inc. | 3309278 | Shift S Design |
| Fox Head, Inc. | 3021302 | Shiftmx |
| Fox Head, Inc. | 4639332 | Shift (2013) |