

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM395835

|   |   |                       |                         |
|---|---|-----------------------|-------------------------|
| <b>SUBMISSION TYPE:</b>   | NEW ASSIGNMENT                              |                       |                         |
| <b>NATURE OF CONVEYANCE:</b>  | TRADEMARK ASSIGNMENT AND SECURITY AGREEMENT |                       |                         |
| <b>CONVEYING PARTY DATA</b>   |   |                       |                         |
| <b>Name</b>   | <b>Formerly</b>                             | <b>Execution Date</b> | <b>Entity Type</b>      |
| FULHAM CO., INC.  |   | 06/20/2016            | Corporation: CALIFORNIA |
| <b>RECEIVING PARTY DATA</b>   |   |                       |                         |
| <b>Name:</b>  | ACF FINCO I LP                              |                       |                         |
| <b>Street Address:</b>  | 580 WHITE PLAINS ROAD, SUITE 610            |                       |                         |
| <b>City:</b>  | TARRYTOWN                                   |                       |                         |
| <b>State/Country:</b>   | NEW YORK                                    |                       |                         |
| <b>Postal Code:</b>   | 10591                                       |                       |                         |
| <b>Entity Type:</b>   | Limited Partnership: DELAWARE               |                       |                         |
| <b>PROPERTY NUMBERS Total: 6</b>  |   |                       |                         |
| <b>Property Type</b>  | <b>Number</b>                               | <b>Word Mark</b>      |                         |
| <b>Registration Number:</b>   | 3471925                                     | WORK HORSE            |                         |
| <b>Registration Number:</b>   | 2609064                                     | LONG HORSE            |                         |
| <b>Registration Number:</b>   | 2555531                                     | PONY                  |                         |
| <b>Registration Number:</b>   | 4214191                                     | THOROLED              |                         |
| <b>Registration Number:</b>   | 3785502                                     | SINEHORSE             |                         |
| <b>Registration Number:</b>   | 3866973                                     | SINE HORSE            |                         |
| <b>CORRESPONDENCE DATA</b>  |   |                       |                         |
| <b>Fax Number:</b>  | 8004947512                                  |                       |                         |
| <i>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.</i> |   |                       |                         |
| <b>Phone:</b>   | 202-370-4750                                |                       |                         |
| <b>Email:</b>   | ipteam@nationalcorp.com                     |                       |                         |
| <b>Correspondent Name:</b>  | Stewart Walsh                               |                       |                         |
| <b>Address Line 1:</b>  | 1025 Vermont Ave NW, Suite 1130             |                       |                         |
| <b>Address Line 2:</b>  | National Corporate Research, LTD            |                       |                         |
| <b>Address Line 4:</b>  | Washington, D.C. 20005                      |                       |                         |
| <b>ATTORNEY DOCKET NUMBER:</b>  | F164978                                     |                       |                         |
| <b>NAME OF SUBMITTER:</b>   | Robin Dunn                                  |                       |                         |
| <b>SIGNATURE:</b>   | /Robin Dunn/                                |                       |                         |
| <b>DATE SIGNED:</b>   | 08/22/2016                                  |                       |                         |

OP \$165.00 3471925

**Total Attachments: 13**

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## TRADEMARK ASSIGNMENT AND SECURITY AGREEMENT

This **TRADEMARK ASSIGNMENT AND SECURITY AGREEMENT** (this "*Agreement*"), dated as of June 20, 2016 is made between **FULHAM CO., INC.**, a corporation organized under the laws of the State of California ("*Assignor*"), and **ACF FINCO I LP**, a Delaware limited partnership with a place of business at 580 White Plains Road, Suite 610, Tarrytown, New York 10591 ("*Lender*").

### RECITALS:

Assignor has executed and delivered to Lender a Loan and Security Agreement dated on or about the date hereof (the "*Loan Agreement*"), a Revolving Credit Note and a Term Note dated on or about the date hereof, (collectively with the Loan Agreement and each and every document, instrument or agreement executed and/or delivered to Lender in connection therewith, as the same may be modified, amended, restated or replaced from time to time, to be referred the "*Loan Documents*"). Pursuant to the Loan Documents Lender is extending certain credit (the "*Loans*") to Assignor and Assignor has granted to Lender, subject to the terms of the Loan Agreement, a security interest in and to, and to assign to, as collateral security, all of Assignor's general intangibles, including but not limited to all trademarks of Assignor. Assignor possesses one or more trademarks used in connection with its business and Lender is unwilling to extend the Loans to Assignor unless it receives this Agreement.

### AGREEMENT:

**SECTION 1. Definitions.** Unless defined in the Recitals, above, in the body of this Agreement, or in the Exhibits hereto, capitalized terms have the meanings given to such terms in the Loan Agreement.

**SECTION 2. Grant of Assignment and Security Interest.** For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, to secure the prompt payment and performance of all of the Obligations to Lender, Assignor does hereby assign to Lender, and mortgage, pledge and hypothecate to Lender, as collateral security, and grant to Lender for its benefit, first priority liens and security interests in and to, all of the following property, whether now owned or hereafter acquired or existing by Assignor (the "*Trademark Collateral*"):

(a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos, other source of business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of a like nature, now existing anywhere in the world or hereafter adopted or acquired throughout the world, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or any foreign country, including each registered trademark and trademark application referred to in *Exhibit A* attached hereto;

(b) all extensions, renewals and reexaminations of any of the items described in **paragraph (a)**, immediately above;

(c) all of the goodwill of the business connected with the use of, and symbolized by the items described in, **paragraphs (a) and (b)**, above;

(d) all trademark licenses, including each trademark license referred to in *Exhibit B* attached hereto; and

(e) all proceeds of, and rights associated with, all of the foregoing (including license royalties and proceeds of infringement suits), all claims and rights of Assignor to sue third parties for past, present or future infringement or dilution of any trademark or trademark application, including any trademark or trademark application referred to in Exhibit A attached hereto, or for any injury to the goodwill associated with the use of any such trademark, and for breach or enforcement of any trademark license, including any trademark license referred to in Exhibit B attached hereto, and all rights corresponding thereto throughout the world.

The security interests and rights granted to Lender hereby have been granted as a supplement to, and not in limitation of, the security interests granted to Lender for its benefit under the Loan Agreement. The Loan Agreement (and all rights and remedies of Lender thereunder) shall remain in full force and effect in accordance with its terms.

**SECTION 3. Perfection.** Assignor acknowledges and agrees that this Agreement has been executed and delivered by Assignor for the purpose of registering the security interests of Lender in the Trademark Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world. Assignor further agrees that it will execute and deliver to Lender such security agreements, assignments, and other documents and instruments as Lender may at any time or from time to time reasonably request that are required to perfect or protect the security interests granted to Lender hereby. Assignor shall also cooperate with Lender in obtaining appropriate waivers or subordinations of interests from such third parties in any Trademark Collateral as may be required by Lender in its Permitted Discretion. Assignor authorizes Lender to execute alone any financing statements or other documents or instruments that Lender may require to perfect, protect or establish any lien or security interest granted to Lender by Assignor hereunder and further authorizes Lender to sign Assignor's name on the same, if Assignor fails to do so upon Lender's request, and/or to file or record the same without Assignor's signature thereon. Assignor hereby appoints Lender as its attorney in fact to execute and deliver notices of lien, financing statements, collateral assignments, and any other documents, notices, and agreements necessary for the perfection of Lender's security interests in the Trademark Collateral. The powers granted to Lender herein, being coupled with an interest, are irrevocable, and Assignor approves and ratifies all acts of the attorney-in-fact. In acting in accordance with the terms of this Agreement, Lender shall not be liable for any act or omission, error in judgment or mistake of law except for Lender's gross negligence or willful misconduct. Assignor agrees to pay the costs of the continuation of Lender's security interests and releases or assignments of Lender's interests granted herein.

**SECTION 4. Representations and Warranties; Covenants.** Assignor represents, warrants and covenants to Lender, as long as this Agreement shall remain in force, that:

(a) Assignor has good and marketable title to the Trademark Collateral as sole owner thereof. There are no existing liens on or other security interests in or to any Trademark Collateral, except for liens and security interests in favor of Lender, Permitted Liens, and security interests of third parties (as described on Exhibit B attached hereto) with respect to which Lender has consented to in writing in advance. Except as set forth on Exhibit B attached hereto and for Permitted Liens, none of the Trademark Collateral is subject to any prohibition against encumbering, pledging, hypothecating or assigning the same or requires notice or consent in connection therewith;

(b) Neither Assignor's execution nor delivery of this Agreement constitutes a breach of, or a default under, any material agreement, undertaking or instrument to which Assignor is a party or by which it or any of the Trademark Collateral may be affected, or would result in the imposition of any lien or other encumbrance on any Trademark Collateral;

(c) During the term of this Agreement Assignor shall continually take such steps as are necessary and prudent to protect the interests of Lender in the Trademark Collateral granted hereunder including, but not limited to, the following:

(i) Maintain books and records relating to the Trademark Collateral reasonably satisfactory to Lender and allow Lender or its representatives access to such records and the Trademark Collateral at all reasonable times permitted pursuant to the terms of the Loan Documents for the purpose of examining, inspecting, verifying, copying, extracting and other reasonable purposes as Lender may reasonably require;

(ii) Maintain the Trademark Collateral and the books and records relating to the Trademark Collateral at Assignor's address as set forth in the Loan Agreement, or at such other address for which Assignor has provided Lender notice thereof pursuant to the Loan Agreement in an Authenticated Record from Assignor;

(iii) Execute and deliver to Lender such other and further documentation necessary to evidence, effectuate or perfect Lender's security interests in and to the Trademark Collateral;

(iv) Keep the Trademark Collateral free of all liens, encumbrances, mortgages or security interests in, on or to any of the Trademark Collateral, or in, to or on rights thereto, except for the security interests of Lender pursuant to the terms hereof, Permitted Liens, and security interests of third parties (as described on Exhibit B attached hereto) with respect to which Lender has consented to in writing in advance, and defend the Trademark Collateral against all claims and demands of third parties at any time claiming the same or any interest therein;

(v) Neither directly nor indirectly sell, transfer hypothecate or otherwise dispose of the Trademark Collateral or any interest therein, in bulk or otherwise, or grant any Person an option to acquire any right, title or interest in or to all or any portion of the Trademark Collateral, or grant any rights in or to the Trademark Collateral other than rights to use the Trademark Collateral as described in Exhibit B attached hereto, non-exclusive licenses in the ordinary course of business and the security interests in the Trademark Collateral granted to Lender pursuant to the terms hereof;

**SECTION 5. Events Of Default.** Any of the following events or occurrences shall constitute an "**Event of Default**" under this Agreement:

(a) the occurrence of any "Event of Default" under any of the Loan Documents (as defined in the Loan Documents);

(b) the failure of Assignor to perform or comply with any provision of this Agreement and the continuance of such failure beyond any applicable grace and/or notice period provided for herein, if any; or

(c) the occurrence of a material adverse change in the condition, marketability or value of the Trademark Collateral, unless such change is caused by an event for which insurance coverage is in effect and the proceeds of such insurance are paid to Lender.

**SECTION 6. Preservation of Trademark Collateral.** Assignor agrees that Lender shall not have any obligation to preserve rights to any Trademark Collateral against prior parties or to marshal any Trademark Collateral of any kind for the benefit of any other creditor of Assignor or any other Person. After the occurrence and continuance of a Default or an Event of Default, Lender is hereby granted a license or other right to use, without charge, Assignor's labels, trademarks, patents, copyrights, rights of use of any name, trade secrets, trade names, trademarks and advertising matter, or any property of a similar nature, as it pertains to the Trademark Collateral, in advertising for sale, lease or license of and selling, leasing or licensing of any Trademark Collateral and Assignor's rights under all licenses and any franchise, sales or distribution agreements shall inure to Lender's benefit for such purposes.

**SECTION 7. Rights and Remedies on Default.**

(a) Upon the occurrence and continuance of any Event of Default, Lender shall have, in addition to all other rights and remedies of Lender under this Agreement (i) all rights and remedies granted to a Secured party in the UCC, and (ii) all rights and remedies with respect to Collateral granted to Lender under the other Loan Documents, and (iii) all rights and remedies of Lender with respect to the Collateral available under applicable law.

(b) Upon the occurrence and continuance of any Event of Default, Lender may, without demand, advertising or notice, all of which Assignor hereby waives (except as the same may be required by law), sell, lease, license, dispose of, deliver and grant options to a third party to purchase, lease, license or otherwise dispose of any and all Trademark Collateral at any time or times in one or more public or private sales or other dispositions, for cash, on credit or otherwise, at such prices and upon such terms as are commercially reasonable (within the meaning of the UCC). All requirements of reasonable notice that may be applicable under this section shall be met if such notice is mailed, postage prepaid, to Assignor at its address set forth herein or such other address as Assignor may have provided to Lender, in a Record, at least ten (10) days before the time of such sale or disposition. Lender may, if it deems it reasonable, postpone or adjourn any sale of any Trademark Collateral from time to time by an announcement at the time and place of the sale to be so postponed or adjourned without being required to give a new notice of sale; **provided, however**, that Lender shall provide Assignor with written notice of the time and place of such postponed or adjourned sale. Lender may be the purchaser at any such public or private sale, and payment may be made, in whole or in part, in respect of such purchase price by the application of Obligations due from Assignor to Lender. Assignor shall be obligated for, and the proceeds of sale shall be applied first to, the costs of retaking, refurbishing, storing, guarding, insuring, preparing for sale, and selling the Trademark Collateral, including the fees and disbursements of attorneys, auctioneers, appraisers, consultants and accountants employed by Lender in its discretion. Proceeds from the sale or other disposition of Trademark Collateral shall be applied to the payment, in whatever order Lender may elect, of all Obligations of Assignor. Lender shall return any excess to Assignor. Trademark Collateral securing purchase money security interests also secures non-purchase money security interests. Upon request of Lender, following the occurrence and continuance of any Event of Default, Assignor will assemble and make the Trademark Collateral available to Lender, at a reasonable place and time designated by Lender. Assignor's failure to take possession of any Trademark Collateral at any time and place reasonably specified by Lender in a Record to Assignor shall not constitute an abandonment of such Trademark Collateral unless specifically acknowledged by Lender in an Authenticated Record delivered to Assignor by Lender.

(c) Lender shall not be responsible to Assignor for loss or damage resulting from Lender's failure to enforce or collect any Trademark Collateral or any monies due or to become due under any liability of Assignor to Lender except in the event of gross negligence or willful misconduct.

(d) After and during the continuance of an Event of Default, Assignor (i) will make no change in any Trademark Collateral, and (ii) shall receive as the sole property of Lender and hold in trust for Lender all monies, checks, notes, drafts, and other property (collectively called "Items of Payment") representing the proceeds of any Trademark Collateral including but not limited to, all royalty and other amounts paid in connection with any lease or license of the Trademark Collateral by Assignor to any third party.

(e) After and during the continuance of an Event of Default, Lender may, but shall be under no obligation to: (i) notify any party that the Trademark Collateral, or any part thereof, has been assigned to Lender; (ii) take control of any cash or non-cash proceeds of any item of the Trademark Collateral; (iii) compromise, extend or renew any Trademark Collateral, or any document or instrument relating thereto, or deal with the same as it may deem advisable; and (iv) make exchanges, substitutions or surrender of items comprising the Trademark Collateral.

**SECTION 8. Expense of Collection and Sale, Lease or License.** Assignor agrees to pay all reasonable costs and expenses incurred by Lender in connection with the negotiation and preparation of this Agreement or any other document or instrument executed in connection herewith, in determining its rights under and enforcing the security interests created by this Agreement, including, without limitation, costs and expenses relating to taking, holding, insuring, preparing for sale, lease, license or other disposition, appraising, selling, leasing, licensing or otherwise realizing on the Trademark Collateral, and reasonable attorneys' fees and expenses in connection with any of the foregoing. All such reasonable costs and expenses shall be payable on demand, and shall bear interest at the highest rate charged on any Obligation, payable on demand, from the date of Lender's payment of such costs and expenses until payment in full is made by Assignor, at the default rate of interest described in the Loan Agreement.

**SECTION 9. Compliance with Other Laws.** Lender may comply with the requirements of any applicable law in connection with a sale, lease, license or other disposition of the Trademark Collateral, and Assignor hereby acknowledges and agrees that Lender's compliance therewith will not be considered to adversely affect the commercial reasonableness of any sale of the Trademark Collateral.

**SECTION 10. Warranties on Disposition.** Upon the occurrence and during the continuance of an Event of Default, Lender may sell, lease, license or otherwise dispose of the Trademark Collateral without giving any warranties. Lender may specifically disclaim any warranties of title or the like. Assignor hereby acknowledges and agrees this procedure will not be considered to adversely affect the commercial reasonableness of any sale, lease or license of the Trademark Collateral.

**SECTION 11. Waiver of Rights by Assignor.** Except as may be otherwise specifically provided herein, Assignor waives, to the extent permitted by law, any bonds, security or sureties required by any statute, rule or otherwise by law as an incident to any taking of possession by Lender of any Trademark Collateral. Assignor authorizes Lender, upon the occurrence and continuance of an Event of Default, to enter upon any premises owned by or leased to Assignor where the Trademark Collateral is kept, without obligation to pay rent or for use and occupancy, through self help, without judicial process and without having first given notice to Assignor or obtained an order of any court, and peacefully retake possession thereof by securing at or removing same from such premises.

**SECTION 12. Release of Security Interests.** Upon final and indefeasible payment in cash and performance of all Obligations (other than inchoate indemnity obligations) in full, Lender shall, at Assignor's expense, execute and deliver to Assignor all instruments and other documents as may be necessary or proper to release Lender's liens on and security interests in and to the Trademark Collateral that have been granted to Lender hereunder.

**SECTION 13. General Provisions.**

(a) Loan Document, etc. This Agreement is a Loan Document executed pursuant to the Loan Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Loan Agreement and the other Loan Documents.

(b) Waivers. Assignor expressly waives, to the extent permitted by law, notice of nonpayment, demand, presentment, protest or notice of protest in relation to the Loan Documents or the Trademark Collateral. No delay or omission of Lender in exercising or enforcing any of its rights, powers, privileges, options or remedies under this Agreement shall constitute a waiver thereof, and no waiver by Lender of any default by Assignor shall operate as a waiver of any other default.

(c) Remedies Not Exclusive. All rights and remedies of Lender under this Agreement shall be cumulative and not alternative or exclusive, irrespective of any other collateral guaranty, right or remedy and may be exercised by Lender at such time or times and in such order as Lender, in its sole and absolute discretion, may determine, and are for the sole benefit of Lender. The exercise or failure to exercise by Lender of such rights and remedies shall not result in liability to Assignor or others except in the event of

gross negligence or willful misconduct by Lender, and in no event shall Lender be liable for more than it actually receives as a result of the exercise or failure to exercise such rights and remedies.

(d) Successors and Assigns. This Agreement is entered into for the benefit of the parties hereto and their successors and assigns. It shall be binding upon and shall inure to the benefit of such parties, their successors and assigns. Lender shall have the right, without the necessity of any further consent or authorization by Assignor, to sell, assign, securitize or grant participation in all, or a portion of, Lender's interest in the Trademark Collateral, to other financial institutions of Lender's choice and on such terms as are acceptable to Lender in its sole and absolute discretion.

(e) Notices. Wherever this Agreement provides for notice to any party (except as expressly provided to the contrary), it shall be given by messenger, facsimile, certified U.S. mail with return receipt requested, or nationally recognized overnight courier with receipt requested, effective when received by the party to whom addressed, and shall be addressed as follows, or to such other address as the party affected may hereafter designate:

If to Lender:

ACF FinCo I LP  
Attn: Ryan Cascade, President  
580 White Plains Road, Suite 610  
Tarrytown, NY 10591  
Tel: (914) 418-1200 (ext. 208)  
Fax: (914) 921-1154

ACF FinCo I LP  
Attn: Oleh Szczupak, Vice President  
580 White Plains Road, Suite 610  
Tarrytown, NY 10591  
Tel: (914) 418-1200 (ext. 216)  
Fax: (914) 921-1154

With a copy to:

Steven G. Small, Esq.  
Levy, Small & Lallas  
815 Moraga Drive  
Los Angeles, CA 90049  
Tel: (310) 471-3000  
Fax: (310) 471-7990

If to Assignor:

Fulham Co., Inc.  
12705 Van Ness Avenue  
Hawthorne, California 90250  
Attn: President and Chief Financial Officer  
Tel: (323) 779-2980  
Fax: (323) 754-1141

With a copy to:

Robert Kornegay, Esq.  
Wilson Sonsini Goodrich & Rosati, P.C.  
12235 El Camino Real, Suite 200  
San Diego, California  
Tel: (858) 350-2300  
Fax: (858) 350-2399



(f) Strict Performance. The failure, at any time or times hereafter, to require strict performance by Assignor of any provision of this Agreement shall not waive, affect or diminish any right of Lender thereafter to demand strict compliance and performance therewith. Any suspension or waiver by Lender of any Default or Event of Default by Assignor under this Agreement or any other Person under any other Loan Document shall not suspend, waive or affect any other Default or Event of Default under this Agreement or any other Loan Document, whether the same is prior or subsequent thereto and whether of the same or a different type.

(g) Construction of Agreement. The parties hereto agree that the terms and language of this Agreement were the result of negotiations between the parties, and, as a result, there shall be no prescription that any ambiguities in this Agreement shall be resolved against either party. Any controversy over the construction of this Agreement shall be decided mutually without regard to events of authorship or negotiation.

(h) Severability of Provisions. Any provision of this Agreement or any of the other Loan Documents that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement or the other Loan Documents or affecting the validity or enforceability of such provision in any other jurisdiction.

(i) Headings. The headings preceding the text of this Agreement are inserted solely for convenience of reference and shall not constitute a part of this Agreement or affect its meaning, construction or effect.

(j) Exhibits and Schedules. All of the Exhibits and Schedules to this Agreement are hereby incorporated by reference herein and made a part hereof.

(k) Entire Agreement; Amendments; Lender's Consent. This Agreement (including the Exhibits hereto) supersedes, with respect to their subject matter, all prior and contemporaneous agreements, understandings, inducements or conditions between the respective parties, whether express or implied, oral or written. No amendment or waiver of any provision of this Agreement, nor consent to any departure by Assignor therefrom, shall in any event be effective unless the same shall be in a Record Authenticated by Lender, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

(l) Execution in Counterparts. This Agreement may be executed in any number of 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.

**SECTION 14. Governing Law; Jurisdiction; Venue.** This Agreement and all acts, transactions, disputes and controversies arising hereunder or relating hereto, and all rights and obligations of the parties shall be governed by, and construed in accordance with, the internal laws (and not the conflict of laws rules) of the State of California. All disputes, controversies, claims, actions and other proceedings involving, directly or indirectly, any matter in any way arising out of, related to, or connected with, this Agreement or the relationship between the parties, and any and all other claims of Assignor against Lender of any kind, shall be brought only in a court located in Los Angeles County, California, and each party consents to the jurisdiction of an such court and the referee referred to in Section 15 below, and waives any and all rights the party may have to object to the jurisdiction of any such court, or to transfer or change the venue of any such action or proceeding, including, without limitation, any objection to venue or request for change in venue based on the doctrine of *forum non conveniens*; provided that, notwithstanding the foregoing, nothing herein shall limit the right of Lender to bring proceedings against Assignor in the courts of any other jurisdiction. Assignor consents to service of process in any action or proceeding brought against it by Lender, by personal delivery, or by mail addressed as set forth in this Agreement or by any other method permitted by law.

**SECTION 15. Dispute Resolution.** Any controversy, dispute or claim between the parties based upon, arising out of, or in any way relating to: (i) this Agreement or any supplement or amendment thereto; or (ii) any other present or future instrument or agreement between the parties hereto; or (iii) any breach, conduct, acts or omissions of any of the parties hereto or any of their respective directors, officers, employees, agents, attorneys or any other person affiliated with or representing any of the parties hereto; in each of the foregoing cases, whether sounding in contract or tort or otherwise (a "Dispute") shall be resolved exclusively by judicial reference in accordance with Sections 638 et seq. of the California Code of Civil Procedure ("CCP") and Rules 3.900 et seq. of the California Rules of Court ("CRC"), subject to the following terms and conditions. (All references in this section to provisions of the CCP and/or CRC shall be deemed to include any and all successor provisions.)

(a) The reference shall be a consensual general reference pursuant to CCP Sections 638 and 644(a). Unless the parties otherwise agree in writing, the reference shall be to a single referee. The referee shall be a retired Judge of the Los Angeles County Superior Court ("Superior Court") or a retired Justice of the California Court of Appeal or California Supreme Court. Nothing in this section shall be construed to limit the right of Lender, pending or after the appointment of the referee, to seek and obtain provisional relief from the Superior Court or such referee, or any other court in a jurisdiction in which any Collateral is located or having jurisdiction over any Collateral, including without limitation, writ of attachment, writ of possession, appointment of a receiver, temporary restraining order and/or preliminary injunction, or other "provisional remedy" (as such term is defined in CCP Section 1281.8).

(b) Within fifteen (15) days after a party gives written notice in accordance with this Agreement to all other parties to a Dispute that the Dispute exists, all parties to the Dispute shall attempt to agree on the individual to be appointed as referee. If the parties are unable to agree on the individual to be appointed as referee, the referee shall be appointed, upon noticed motion or ex parte application by any party, by the Superior Court in accordance with CCP Section 640, subject to all rights of the parties to challenge or object to the appointment, including without limitation the right to peremptory challenge under CCP Section 170.6. If the referee (or any successor referee) appointed by the Superior Court is unable, or at any time becomes unable, to serve as referee in the Dispute, the Superior Court shall appoint a new referee as agreed to by the parties or, if the parties cannot agree, in accordance with CCP Section 640, which new referee shall then have the same powers, and be subject to the same terms and conditions, as the predecessor referee.

(c) Venue for all proceedings before the referee, and for any Superior Court proceeding for the appointment of the referee, shall be exclusively within the County of Los Angeles, State of California. The referee shall have the exclusive power to determine whether a Dispute is subject to judicial reference pursuant to this section. Trial, and all proceedings and hearings on dispositive motions, conducted before the referee shall be conducted in the presence of, and shall be transcribed by, a court reporter, unless otherwise agreed in writing by all parties to the proceeding. The referee shall issue a written statement of decision, which shall be subject to objections of the parties pursuant to CRC Rule 3.1590 as if the statement of decision were issued by the Superior Court. The referee's powers include, in addition to those set forth in CCP Sections 638, et seq., and CRC Rules 3.900 et seq., (i) the power to grant provisional relief, including without limitation, writ of attachment, writ of possession, appointment of a receiver, temporary restraining order and/or preliminary injunction, or other "provisional remedy" (as such term is defined in CCP Section 1281.8), and (ii) the power to hear and resolve all post-trial matters in connection with the Dispute that would otherwise be determined by the Superior Court, including without limitation motions for new trial, reconsideration, to vacate judgment, to stay execution or enforcement, to tax costs, and/or for attorneys' fees. The parties shall, subject to the referee's power to award costs to the prevailing party, bear equally the costs of the reference proceeding, including without limitation the fees and costs of the referee and the court reporter.

(d) The parties acknowledge and agree that (i) the referee alone shall determine all issues of fact and/or law in the Dispute, without a jury (subject, however, to the right of a party, pending or after the

appointment of the referee, to seek and obtain provisional relief from the Superior Court or such referee, including without limitation, writ of attachment, writ of possession, appointment of a receiver, temporary restraining order and/or preliminary injunction, or other "provisional remedy" (as such term is defined in CCP Section 1281.8)), (ii) the referee does not have the power to empanel a jury, (iii) the Superior Court shall enter judgment on the decision of the referee pursuant to CCP Section 644(a) as if the decision were issued by the Superior Court, (iv) the decision of the referee shall not be subject to review by the Superior Court, and (v) the decision of the referee, once entered as a judgment by the Superior Court, shall be binding, final and conclusive, shall have the full force and effect of a judgment of the Superior Court, and shall be subject to appeal to the same extent as a judgment of the Superior Court.

**SECTION 16. Mutual Waiver of Jury Trial. EACH PARTY HERETO ACKNOWLEDGES THAT THE RIGHT TO TRIAL BY JURY IS A CONSTITUTIONAL RIGHT, BUT THAT IT MAY BE WAIVED. EACH OF THE PARTIES, AFTER CONSULTING OR HAVING HAD THE OPPORTUNITY TO CONSULT, WITH COUNSEL OF THEIR CHOICE, KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LITIGATION BASED UPON OR ARISING OUT OF THIS AGREEMENT OR ANY RELATED INSTRUMENT OR AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT OR ANY COURSE OF CONDUCT, DEALING, STATEMENTS (WHETHER ORAL OR WRITTEN), ACTION OR INACTION OF ANY OF THEM. THESE PROVISIONS SHALL NOT BE DEEMED TO HAVE BEEN MODIFIED IN ANY RESPECT OR RELINQUISHED BY ANY PARTY HERETO, EXCEPT BY A WRITTEN INSTRUMENT EXECUTED BY EACH OF THEM. IF FOR ANY REASON THE PROVISIONS OF THIS SECTION ARE VOID, INVALID OR UNENFORCEABLE, THE SAME SHALL NOT AFFECT ANY OTHER TERM OR PROVISION OF THIS AGREEMENT, AND ALL OTHER TERMS AND PROVISIONS OF THIS AGREEMENT SHALL BE UNAFFECTED BY THE SAME AND CONTINUE IN FULL FORCE AND EFFECT.**

*[signatures on next page]*

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IN WITNESS WHEREOF, Assignor hereto has caused this Agreement to be duly executed and delivered by its officer duly authorized as of the day and year first above written.

**ASSIGNOR:**

FULHAM CO., INC.


By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**LENDER:**

ACF FINCO I LP

By:  \_\_\_\_\_


Name: Oleh Szczepak

Title: Vice President

*[Signature Page—Trademark Assignment and Security Agreement]*

**EXHIBIT A**  
**TO**  
**TRADEMARK ASSIGNMENT AND SECURITY AGREEMENT**

**TRADEMARKS AND TRADEMARK APPLICATIONS**

| Trademark   | Registration Number | Registration Date  | Owner            |
|---|---------------------|--------------------|------------------|
|  | 3,471,925           | July 22, 2008      | FULHAM CO., INC. |
| LONG HORSE & Logo   | 2,609,064           | August 20, 2002    | FULHAM CO., INC. |
| PONY  | 2,555,531           | April 2, 2002      | FULHAM CO., INC. |
| THOROLED  | 4,214,191           | September 25, 2012 | FULHAM CO., INC. |
| SINEHORSE   | 3,785,502           | May 4, 2010        | FULHAM CO., INC. |
| SINE HORSE  | 3,866,973           | October 26, 2010   | FULHAM CO., INC. |

**EXHIBIT B**  
**TO**  
**TRADEMARK ASSIGNMENT AND SECURITY AGREEMENT**  
**LICENSES OF, AND LIENS AND ENCUMBRANCES ON, TRADEMARK COLLATERAL**

None.