


**RECORDATION FORM COVER SHEET  
 TRADEMARKS ONLY**

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

<p><b>1. Name of conveying party(ies):</b>                  Bravo Sports</p> <p> <input type="checkbox"/> Individual(s)                      <input type="checkbox"/> Association  <input type="checkbox"/> General Partnership              <input type="checkbox"/> Limited Partnership  <input checked="" type="checkbox"/> Corporation- State: <u>California</u>  <input type="checkbox"/> Other _____</p> <p>Citizenship (see guidelines) _____</p> <p>Additional names of conveying parties attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>	<p><b>2. Name and address of receiving party(ies)</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>Additional names, addresses, or citizenship attached?</p> <p>Name: <u>JPMorgan Chase Bank, N.A.</u></p> <p>Internal _____                  Address: _____</p> <p>Street Address: <u>3 Park Plaza, 9th Floor</u></p> <p>City: <u>Irvine</u></p> <p>State: <u>California</u></p> <p>Country: <u>USA</u>                                      Zip: <u>92614</u></p> <p><input checked="" type="checkbox"/> Association    Citizenship <u>U.S.</u>  <input type="checkbox"/> General Partnership    Citizenship _____  <input type="checkbox"/> Limited Partnership    Citizenship _____  <input type="checkbox"/> Corporation    Citizenship _____  <input type="checkbox"/> Other _____    Citizenship _____</p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No                  (Designations must be a separate document from assignment)</p>
<p><b>3. Nature of conveyance / Execution Date(s) :</b></p> <p>Execution Date(s) <u>July 19, 2011</u></p> <p> <input type="checkbox"/> Assignment                              <input type="checkbox"/> Merger  <input checked="" type="checkbox"/> Security Agreement                  <input type="checkbox"/> Change of Name  <input type="checkbox"/> Other _____</p>	<p><b>4. Application number(s) or registration number(s) and identification or description of the Trademark.</b></p> <p>A. Trademark Application No.(s)  <u>85244665 (See Schedule I)</u></p> <p>B. Trademark Registration No.(s)  <u>2098315 (See Schedule I)</u></p> <p style="text-align: right;">Additional sheet(s) attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p><b>C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):</b></p>	
<p><b>5. Name &amp; address of party to whom correspondence concerning document should be mailed:</b></p> <p>Name: <u>CT Lien Solutions</u></p> <p>Internal Address: <u>Attn: Susan O'Brian</u></p> <p>Street Address: <u>187 Wolf Road, Suite 101</u></p> <p>City: <u>Albany</u></p> <p>State: <u>New York</u>                              Zip: <u>12205</u></p> <p>Phone Number: <u>(800) 342-3676 ext. 4065</u></p> <p>Fax Number: <u>800-962-7049</u></p> <p>Email Address: <u>susan.obrien@wolterskluwer.com</u></p>	<p><b>6. Total number of applications and registrations involved:</b> <span style="border: 1px solid black; padding: 2px 10px;">36</span></p> <p><b>7. Total fee (37 CFR 2.6(b)(6) &amp; 3.41)</b> \$ <u>915.00</u></p> <p> <input checked="" type="checkbox"/> Authorized to be charged by credit card  <input type="checkbox"/> Authorized to be charged to deposit account  <input type="checkbox"/> Enclosed</p>
<p><b>9. Signature:</b> </p> <p style="text-align: center;">Signature</p> <p style="text-align: center;">Date <u>8/17/11</u></p> <p style="text-align: center;">Name of Person Signing <u>Christopher Exberger, Esq.</u></p>	<p><b>8. Payment Information:</b></p> <p>a. Credit Card    Last 4 Numbers <u>5683</u>                  Expiration Date <u>10/12</u></p> <p>b. Deposit Account Number _____                  Authorized User Name _____</p> <p>Total number of pages including cover sheet, attachments, and document: <span style="border: 1px solid black; padding: 2px 10px;">19</span></p>

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
 Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

**TRADEMARK**

**REEL: 004611 FRAME: 0289**

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*(Continued)*




**1. Additional Names of Conveying Parties:**

Bravo Sports Holding Corporation	a Delaware corporation
Variflex, Inc.	a Delaware corporation
Bravo Europe, Inc.	a California corporation

**Schedule I**

**TRADEMARKS AND TRADEMARK LICENSES**

**Bravo Sports - U.S. Trademarks**

Trademark	App. No.	App. Date	Reg. No.	Reg. Date	Status	Owner
<b>BSB SPEED BEARINGS</b>	75088924	4/16/1996	2098315	9/16/1997	Registered	Bravo Sports
	75089491	4/16/1996	2098320	9/16/1997	Registered	Bravo Sports
	75089021	4/16/1996	2102246	9/30/1997	Registered	Bravo Sports
	75089400	4/16/1996	2149711	4/7/1998	Registered	Bravo Sports
<b>FACTOR X</b>	76122805	9/6/2000	2485171	9/4/2001	Registered	Bravo Sports
<b>HYPER</b>	73671312	7/13/1987	1477002	2/16/1988	Registered	Bravo Sports
<b>KRYPTO</b>	76369365	2/11/2002	2811331	2/3/2004	Registered	Bravo Sports
<b>KRYPTONICS</b>	76215746	2/26/2001	2504646	11/6/2001	Registered	Bravo Sports
<b>KRYPTONICS</b>	73131041	6/20/1977	1109423	12/19/1978	Registered	Bravo Sports
<b>KUZAK</b>	75191831	11/4/1996	2166952	6/23/1998	Registered	Bravo Sports


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Trademark	App. No.	App. Date	Reg. No.	Reg. Date	Status	Owner
QUIK SHADE	78755591	11/16/2005	3196276	1/9/2007	Registered	Bravo Sports
SENATE WHEEL CO	75186636	10/24/1996	2168440	6/23/1998	Registered	Bravo Sports
SENATE WHEEL CO	75186635	10/24/1996	2168439	6/23/1998	Registered	Bravo Sports
TRUE	73350086	9/2/1997	2210631	12/15/1998	Registered	Bravo Sports
BLACKTOP 360	85244665	2/17/2011			Pending	Bravo Sports
SAFELLITE	78945255	8-4-2006	3624827	5/19/2009	Registered	Bravo Sports
SHADE TECH	78640698	5/31/2005	3320085	10/23/2007	Registered	Bravo Sports
QUIK CLAIR	78640651	5/31/2005	3204579	1/30/2007	Registered	Bravo Sports
FACTORY HOCKEY	78253991	5-25-2003	3340800	11/28/2007	Registered	Bravo Sports
HYPHER	78213406	2/10/2003	3298664	9/25/2007	Registered	Bravo Sports
BACKPACK CANOPY	77844958	10/9/2009	3887690	12/7/2010	Registered	Bravo Sports
QUIK SHADE GO	77844957	10/9/2009	3887689	12/7/2010	Registered	Bravo Sports
PULSE PERFORMANCE PRODUCTS	77228548	7/12/2007	3644158	6/23/2009	Registered	Bravo Sports
KICK N GO	77134751	3/19/2007	3481491	8/5/2008	Registered	Bravo Sports
INSTANT CABANA	77118375	2/28/2007	3496543	9/2/2008	Registered	Bravo Sports

**Bravo - Foreign Trademarks**

Trademark	Country	App. No.	App. Date	Reg. No.	Reg. Date	Status	Owner
HYPER	Argentina	2733107	3/9/2007	2406246	11/8/2010	Registered	Bravo Sports
KRYPTONICS	Argentina	2986036	3/15/2010		N/A	Application (Pending)	Bravo Sports
KRYPTONICS Design	Argentina	1981050	6/7/1995	1680289	8/13/908	Registered	Bravo Sports
HYPER	Australia	613671	10/12/1993	613671	10/12/1993	Registered	Bravo Sports
HYPER WHEELS	Australia	646893	11/25/1994	646893	11/25/1994	Registered	Bravo Sports
KRYPTONICS	Australia	546640	11/29/90	546640	11/29/1990	Registered	Bravo Sports
HYPER	Austria	AM44794	10/11/1993	150170	11/25/1993	Registered	Bravo Sports
KRYPTONICS	Austria	AM52078	4/4/1978	89083	8/12/1979	Registered	Bravo Sports
HYPER	Belgium	765130	6/13/1991	R 500755	N/A	Registered	Bravo Corporation
KRYPTONICS	Belgium	623904	4/4/1978	R 352499	N/A	Registered	Bravo Sports
KRYPTOS	Belgium	755938	11/28/1990	R 489094	N/A	Registered	Bravo Sports
BSB SPEED BEARINGS	Brazil	820017558	8/15/1997	820017558	8/2/2005	Registered	Bravo Sports
KRYPTONICS	Brazil	818629541	7/10/1995	818629541	5/9/1999	Registered	Bravo Sports

Trademark	Country	App. No.	App. Date	Reg. No.	Reg. Date	Status	Owner
HYPER	Canada	083492800		TMA-492140	3/31/1998	Registered	Bravo Sports
INSTANT CABANA	Canada	138821200	3/28/2008		N/A	Allowed (Pending)	Bravo Sports
KUZAK	Canada	082161300		TMA-494011	4/16/1998	Registered	Bravo Sports
PULSE PERFORMANCE PRODUCTS	Canada	138454800	2/22/2008	TMA791935	3/1/2011	Registered	Bravo Sports
QUIK SHADE	Canada	139127100	4/14/2008	TMA757767	1/25/2010	Registered	Bravo Sports
HYPER WHEELS	Chile	332016	1/18/1996	474012	12/12/1996	Registered	Bravo Sports
KRYPTONICS	Chile	334898	9/29/1997	493796	9/29/1997	Registered	Bravo Sports
BSB	China	960066723	6/5/1996	1150216	2/14/1998	Registered	Bravo Sports
GO BRAVO	China	6033246	4/30/2007	6033246	7/7/2010	Registered	Bravo Sports
HYPER	China	960066724	6/5/96	1144181	1/21/1998	Registered	Bravo Sports
KRYPTONICS	China	970016185	2/27/97	1160142	3/21/1998	Registered	Bravo Sports
TRUE	China	3640742	7/21/2003			Pending	Bravo Sports
HYPER	Colombia	94457330	12/30/1994	177957	5/19/1995	Registered	Bravo Corporation
KRYPTONICS	Colombia	95023802	6/13/1995	182111	12/15/1995	Registered	Bravo Sports
HYPER	Costa Rica	91515	9/05/1994	92052	7/06/1995	Registered	Bravo Corporation
BLACKTOP 360	Community Trademarks	9750027	2/18/2011		N/A	Application (Pending)	Bravo Sports
BSB SPEED BEARINGS	CTM	521849	4/25/1997	521849	1/28/1999	Registered	Bravo Corporation
BULLZEYE	CTM	521856	4/25/1997	521856	10/14/1999	Registered	Bravo Corporation
H HYPER & DESIGN	CTM	3327038	3/28/2003	3327038	10/31/2008	Registered	Bravo Sports
KICKINGO	CTM	6587646	1/18/2008	6587646	12/18/2008	Registered	Bravo Sports
KUZAK	CTM	516161	4/18/1997	516161	4/7/1999	Registered	Bravo Corporation
PULSE PERFORMANCE	CTM	6587547	1/18/2008	6587547	1/14/2009	Registered	Bravo Sports

Trademark	Country	App. No.	App. Date	Reg. No.	Reg. Date	Status	Owner
PRODUCTS							
KRYPTONICS	Czech Republic	59911	1/4/1991	169769	4/10/1992	Registered	Bravo Sports
KRYPTONICS	Denmark	1978 3116 VA	7/18/1978	1983 1092 VR	4/15/1983	Registered	Bravo Sports
HYPER WHEELS	Finland	199402021	3/06/1995	136689	3/06/1995	Registered	Bravo Sports
HYPER	France	BNP1292951	6/20/1991	N 1672370		Registered	Bravo Sports
KRYPTONICS	France	BNP1913239	3/14/88	1588540		Registered	Bravo Sports
HYPER H 	Germany	9821681 9	4/16/1998	39821681	6/29/1998	Registered	Bravo Sports
KRYPTONICS	Germany	K 39362 28WZ	3/23/1978	982365	2/21/1979	Registered	Bravo Sports
KRYPTOS	Germany	K 57151 28WZ	12/3/1990	2003289	8/21/1991	Registered	Bravo Sports
KRYFTONICS	Hong Kong	95 07681	06/23/95	7223/1997	06/23/95	Registered	Bravo Sports
HYPER	India	612376	11/23/93	612376	11/23/93	Registered	Bravo Sports
KRYPTONICS	Israel	78340	12/04/90	78340	12/04/90	Registered	Bravo Sports
HYPER	Italy	MI/2001/601 5	5/30/2001	974133	9/21/2005	Unpublished Registered	Bravo Corporation

Trademark	Country	App. No.	App. Date	Reg. No.	Reg. Date	Status	Owner
HYPER	Italy	RM/2011/30 82	5/11/2011		N/A	Unpublished Application (Pending)	Bravo Sports
KRYPTONICS	Italy	MI/2008/364 3	3/28/2008	1313867	7/5/2010	Unpublished Registered	Bravo Sports
KICK N'GO	Japan	2008-022116	3/25/2008	5176200	10/24/2008	Registered	Bravo Sports
KRYPTONICS	Japan	MI02-132810	11/28/1990	2601027	11/30/1993	Registered	Bravo Sports
PULSE PERFORMANCE PRODUCTS	Japan	2008-021713	3/26/2008	5173332	10/10/2008	Registered	Bravo Sports
HYPER	Mexico	187889	1/13/1994	465339	6/30/1994	Registered	The Hyper Corporation
HYPER	New Zealand	233142	12/23/1993	233142	12/06/1996	Registered	Bravo Sports
KRYPTONICS	New Zealand	207174	1/4/1991	207474	1/4/1991	Registered	Bravo Sports
HYPER	Paraguay	00272	01/09/02	253716	12/18/02	Registered	Bravo Corporation
HYPER WHEELS	Peru	277509	08/22/96	28523	08/22/96	Registered	Bravo Corporation
KRYPTONICS	Poland	94702	11/28/1990	71910	4/21/1993	Registered	Bravo Sports
KRYPTONICS	Portugal	269409 MNA	11/30/1990	269409 MNA	1/20/1993	Registered	Bravo Sports
H HYPER WHEELS	South Korea	40-2003- 0033582	7/25/2003	400595363000 0	10/08/2004	Registered	Bravo Sports
HYPER + WHEELS	South Korea	40-2006- 0002322	1/16/2006	400687588000 0	11/29/2006	Registered	Bravo Sports
HYPER WHEELS	Spain	1904685M5	5/24/1994	1904685M5	6/5/1995	Registered	Bravo Sports
KRYPTONICS	Sweden	197801505	3/21/1978	169912	11/9/1979	Registered	Bravo Sports
HYPER	Switzerland	1993 12081	11/22/1993	P 417851	11/22/1993	Registered	Bravo Sports
KRYPTONICS	Switzerland	1750/1978	8/8/1978	2P-296983	1/15/1979	Registered	Bravo Sports
KRYPTOS	Switzerland	8604/1990	11/30/1990	P-386846	10/28/1991	Registered	Bravo Sports



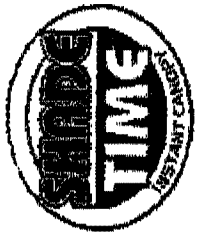



Trademark	Country	App. No.	App. Date	Reg. No.	Reg. Date	Status	Owner
KRYPTONICS	Turkey	90010985	12/27/1990	124865	12/27/1990	Registered	Bravo Sports
BSB SPEED BEARINGS	Taiwan	85016100	04/10/96	756205	03/13/07	Registered	Bravo Corporation
HYPER	Taiwan	85016303	04/11/96	815708	04/15/97	Registered	Bravo Corporation
HYPER WHEELS	Taiwan	83047729	07/19/94	758668	04/16/97	Registered	Bravo Corporation
KRYPTONICS	Taiwan	81030652	02/1/92	592499	4/1/93	Registered	Bravo Corporation
SENATE	Taiwan	9023359	06/08/01	1002781	06/16/02	Registered	Bravo Corporation
SENATE	Taiwan	9023331	06/08/01	0640801	09/16/02	Registered	Bravo Corporation
SENATE	Taiwan	9023358	06/08/01	999894	05/16/02	Registered	Bravo Corporation
HYPER	Thailand	259747	02/03/94	KOR43773	04/19/96	Registered	Bravo Sports
KRYPTONICS	Thailand	330930	03/21/97	69782	03/21/97	Registered	Bravo Sports
HYPER	United Kingdom	B1549644	10/6/1993	B1549644	1/26/1996	Registered	Bravo Corporation
KRYPTONICS	United Kingdom	1092115	3/8/1978	1092115	3/8/1978	Registered	Bravo Sports
SENATE	United Kingdom	2285109	11/8/2001	2285109	4/19/2002	Registered	Bravo Sports
BSB SPEED BEARINGS	Venezuela	839696	06/06/96	P-199,565	08/06/97	Registered	Bravo Corporation
BSB SPEED BEARINGS	Venezuela	839496	06/06/96	P-199,566	08/06/97	Registered	Bravo Corporation

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Variflex, Inc. - U.S. Trademarks

Trademark	App. No.	App. Date	Reg. No.	Reg. Date	Status	Owner
AIR ZONE	75647063	2/24/99	2553154	3/26/02	Registered	Variflex, Inc.
	75651681	3/2/99	2553164	3/26/02	Registered	Variflex, Inc.
CYCLE FORCE	76483064	1/17/03	2992851	9/6/05	Registered	Variflex, Inc.
MAPIF	76529823	7/17/03	2992798	9/20/05	Registered Supplemental Register	Variflex, Inc.
MOTO SHADE	76310578	9/6/01	2710717	4/29/03	Registered	Variflex, Inc.
	76303245	3/21/01	2872139	8/10/04	Registered	Variflex, Inc.
	78247320	5/8/03	2934096	3/15/05	Registered	Variflex, Inc.
SMOOTH GLIDE	78286528	8/12/2003	3083460	4/19/2006	Registered	Variflex, Inc.
STATIC	74623585	1/20/95	2012653	10/29/96	Registered	Variflex, Inc.

Trademark	App. No.	App. Date	Reg. No.	Reg. Date	Status	Owner
VARIFLEX	73547349	7/11/85	1382488	2/11/86	Registered	Variflex, Inc.
	73655792	4/17/87	1478845	3/1/88	Registered	Variflex, Inc.

Variflex, Inc. - Foreign Trademarks

Trademark	Country	App. No. / Date	App. Date	Reg. No.	Reg. Date	Status	Owner
KRYPTONICS	Canada	042269200		TMA273766	11/12/1982	Registered	Kryptonics, Inc.
KRYPTONICS	Chile	334808	9/29/97	493769	9/29/1997	Registered	Kryptonics, Inc.
KRYPTONICS	Colombia	95025802	6/13/95	182111	12/15/1995	Registered	Kryptonics, Inc.
KRYPTONICS	Hungary	M 90 4972	12/7/90	132049	8/6/1992	Registered	Kryptonics, Inc.
KRYPTONICS	Mexico		2/4/91	394897	2/4/1991	Registered	Kryptonics, Inc.
KRYPTONICS	Norway	19781973	7/13/78	109182	8/20/1981	Registered	Kryptonics, Inc.
KRYPTONICS	Poland	94702	11/28/90	71910	4/2/1993	Registered	Kryptonics, Inc.
KRYPTONICS	Spain	1671132M7	11/29/91	1671132M7	11/5/1993	Registered	Kryptonics Inc.
MOTO SHADE	Australia	903589	2/15/02	903589	2/15/2002	Registered	Variflex Inc.
MOTO SHADE MULTI-PURPOSE CANOPY	Australia	903588	2/15/02	903588	2/15/2002	Registered	Variflex Inc.
VARIFLEX	Australia	437819	12/10/85	437819	12/10/1985	Registered	Variflex Inc.
VARIFLEX	Brazil	818600306	6/14/95	818600306	11/16/2005	Pending	Variflex, Inc.
AIR ZONE & Design	Canada	102775800		TMA557946	2/14/02	Registered	Variflex Inc.
MOTO SHADE	Canada	113113700		TMA600350	1/22/04	Registered	Variflex Inc.
MOTO SHADE MULTI-PURPOSE CANOPY	Canada	113113600		TMA638001	4/21/05	Registered	Variflex Inc.
STATIC	Chile	311822	6/28/95	463620	7/5/96	Registered	Variflex, Inc.
STATIC	Colombia	95032.615		189311	9/17/96	Registered	Variflex, Inc.
VARIFLEX	Colombia	95032.612	07/24/95	182.793	12/29/95	Registered	Variflex, Inc.

Trademark	Country	App. No. / Date	App. Date	Reg. No.	Reg. Date	Status	Owner
AIR ZONE	CTM	1191153	03/10/99	1191153	01/29/01	Registered	Variflex, Inc.
AIR ZONE & DESIGN	CTM	001297662	09/03/99	1297662	08/24/00	Registered	Variflex Inc.
MOTO SHADE	CTM	2577872	2/14/02	2577872	3/6/03	Registered	Variflex Inc.
MOTO SHADE MULTI-PURPOSE CANOPY	CTM	2577856	2/14/02	2577856	5/22/03	Registered	Variflex, Inc.
							
OURE SHADE	CTM	1055512	2/3/99	1055512	3/6/00	Registered	Variflex, Inc.
HYPER	Ecuador	49600	08/16/94	3525-95	11/30/95	Registered	Variflex, Inc.
STATIC	Ecuador	57031	05/22/95	2786-96	11/15/96	Registered	Variflex, Inc.
VARIFLEX	Ecuador	57030	05/22/95	2893-96	11/15/96	Registered	Variflex, Inc.
VARIFLEX	France	INPI770679	12/5/85	133595		Registered	Variflex, Inc.
VARIFLEX	Germany	V 19616 28WZ	12/3/85	1093050	6/26/86	Registered	Variflex, Inc.
KRYPTONICS	Greece	102587	01/28/91	102587	01/28/91	Registered	Kryptonics, Inc.
VARIFLEX	Italy	3759 95 TO	12/13/95	719104	7/17/97	Registered	Variflex Inc.
MOTO SHADE	Mexico	534676	2/27/02	827437	3/30/04	Registered	Variflex, Inc.
MOTO SHADE MULTI-PURPOSE CANOPY & DESIGN	Mexico	534677	02/26/02			Pending	Variflex, Inc.
VARIFLEX	Panama	77873	10/19/95	77873	11/12/96	Registered	Variflex, Inc.

Trademark	Country	App. No.	Date	App. Date	Reg. No.	Reg. Date	Status	Owner
KRYPTONICS	Russian Federation	114906		04/24/91	100549	12/06/91	Registered	Kryptonics, Inc.
KRYPTONICS	Serbia and Montenegro	242090		11/27/90	37076	11/27/90	Registered	Kryptonics, Inc.
KRYPTONICS	Singapore	76697		01/23/97	197400766B	01/23/97	Registered	Kryptonics, Inc.
KRYPTONICS	South Africa	784327		3/20/78	784327	1/23/97	Registered	Kryptonics, Inc.
VARIFLEX	Switzerland			12/11/85	P 344201		Registered	Variflex Inc.
VARIFLEX	Taiwan	85043867		09/02/96	776888	776888	Registered	Variflex, Inc.
VARIFLEX	United Kingdom	B1255892		12/5/85	B1255892		Registered	Variflex Inc.

## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 19th day of July, 2011, by and between each of the Grantors listed on the signature pages hereof (each a "Grantor" and collectively, the "Grantor"), and JPMORGAN CHASE BANK, N.A., in its capacity as administrative agent for the Lenders (as defined below) (in such capacity, together with its successors and assigns in such capacity, "Administrative Agent").

### WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement of even date herewith (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement") by and among Bravo Sports, a California corporation (the "Borrower"), the other Grantors, the lenders party thereto as "Lenders" (such Lenders, together with their respective successors and assigns in such capacity, each, individually, a "Lender" and, collectively, the "Lenders") and Administrative Agent, the Lenders have agreed to make certain financial accommodations available to Borrower from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the Lenders are willing to make the financial accommodations to Borrower as provided for in the Credit Agreement, but only upon the condition, among others, that each Grantor shall have executed and delivered to Administrative Agent, for the benefit of the Lenders, that certain Pledge and Security Agreement, dated as of the date hereof (including all exhibits thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, each Grantor is required to execute and deliver to Administrative Agent, for the benefit of the Lenders, 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 Security Agreement or, if not defined therein, in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby unconditionally grants, assigns, and pledges to Administrative Agent, for the benefit of the Lenders, 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"):

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

(b) 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 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 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.

3. 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 the Grantors to Administrative Agent, the Lenders or any of them whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving any Grantor.

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

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Each Grantor hereby authorizes Administrative Agent unilaterally to modify this Trademark Security Agreement by amending Schedule J to include any such new trademark rights of such Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule J shall in any way affect, invalidate or detract from Administrative Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. 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.

7. CONSTRUCTION. This Trademark Security Agreement is a Loan Document. Unless the context of this Trademark Security 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 Trademark Security Agreement refer to this Trademark Security Agreement as a whole and not to any particular provision of this Trademark Security Agreement. Section, subsection, clause, schedule, and exhibit references herein are to this Trademark Security Agreement unless otherwise specified. Any reference in this Trademark Security 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. Any reference herein to the satisfaction, repayment, or payment in full of the Secured Obligations shall mean the repayment in full in cash (or, in the case of Letters of Credit, cash collateralizing the LC Exposure as provided in the Credit Agreement) of all Secured Obligations other than unasserted contingent indemnification Secured Obligations. Any reference herein to any Person shall be construed to include such Person's successors and assigns.



8. CHOICE OF LAW. THE VALIDITY OF THIS TRADEMARK SECURITY AGREEMENT, THE CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT HEREOF, AND THE RIGHTS OF THE PARTIES HERETO WITH RESPECT TO ALL MATTERS ARISING HEREUNDER OR RELATED HERETO SHALL BE DETERMINED UNDER, GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

9. CONSENT TO JURISDICTION. EACH GRANTOR HEREBY IRREVOCABLY SUBMITS TO THE NON EXCLUSIVE JURISDICTION OF ANY U.S. FEDERAL OR NEW YORK STATE COURT SITTING IN NEW YORK, NEW YORK IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS TRADEMARK SECURITY AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREIN AND EACH GRANTOR HEREBY IRREVOCABLY AGREES THAT ALL CLAIMS IN RESPECT OF SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN ANY SUCH COURT AND IRREVOCABLY WAIVES ANY OBJECTION IT MAY NOW OR HEREAFTER HAVE AS TO THE VENUE OF ANY SUCH SUIT, ACTION OR PROCEEDING BROUGHT IN SUCH A COURT OR THAT SUCH COURT IS AN INCONVENIENT FORUM. NOTHING HEREIN SHALL LIMIT THE RIGHT OF THE ADMINISTRATIVE AGENT OR ANY LENDER TO BRING PROCEEDINGS AGAINST ANY GRANTOR IN THE COURTS OF ANY OTHER JURISDICTION.

10. WAIVER OF JURY TRIAL. EACH GRANTOR, THE ADMINISTRATIVE AGENT AND EACH LENDER HEREBY WAIVE TRIAL BY JURY IN ANY JUDICIAL PROCEEDING INVOLVING, DIRECTLY OR INDIRECTLY, ANY MATTER (WHETHER SOUNDING IN TORT, CONTRACT OR OTHERWISE) IN ANY WAY ARISING OUT OF, RELATED TO, OR CONNECTED WITH THIS TRADEMARK SECURITY AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREIN.

[SIGNATURE PAGE FOLLOWS]

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

**GRANTORS:**

**BRAVO SPORTS,**  
a California corporation

By: 

Name: Leonardo Pais

Title: Chief Executive Officer

**BRAVO SPORTS HOLDING CORPORATION,**  
a Delaware corporation

By: 

Name: Leonardo Pais

Title: Chief Executive Officer

**VARIFLEX, INC.,**  
a Delaware corporation

By: 

Name: Leonardo Pais

Title: President and Chief Executive Officer

**BRAVO EUROPE, INC.,**  
a California corporation

By: 

Name: Leonardo Pais

Title: President, Chief Executive Officer  
and Chief Financial Officer

[Signature page to Trademark Security Agreement]

ADMINISTRATIVE AGENT:

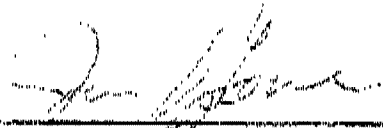
ACCEPTED AND ACKNOWLEDGED BY:

JPMORGAN CHASE BANK, N.A.

By:

Name:

Title:



JAMES GURGONE

SVP

[Signature page to Trademark Security Agreement]

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