

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AOS GROUP, LP		04/02/2012	LIMITED PARTNERSHIP: CALIFORNIA

RECEIVING PARTY DATA	
Name:	DFA PVA II PARTNERS, LLC
Street Address:	712 FIFTH AVENUE, 14TH FLOOR
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10019
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 4		
Property Type	Number	Word Mark
Registration Number:	2755382	AVP
Registration Number:	2760999	AVP
Registration Number:	2758227	AVP
Registration Number:	3288259	BEST OF THE BEACH

CORRESPONDENCE DATA	
Fax Number:	(310)277-4730
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	310-788-1539
Email:	hyu@mwe.com
Correspondent Name:	Han Yu, c/o McDermott Will & Emery LLP
Address Line 1:	2049 Century Park East, Suite 3800
Address Line 4:	Los Angeles, CALIFORNIA 90067

ATTORNEY DOCKET NUMBER:	090548-0011 (AVP SALE)
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CH \$115.00 2755382

NAME OF SUBMITTER:	Han Yu
Signature:	/Han Yu/
Date:	04/05/2012
Total Attachments: 24 source=Security Agreement##page1.tif source=Security Agreement##page2.tif source=Security Agreement##page3.tif source=Security Agreement##page4.tif source=Security Agreement##page5.tif source=Security Agreement##page6.tif source=Security Agreement##page7.tif source=Security Agreement##page8.tif source=Security Agreement##page9.tif source=Security Agreement##page10.tif source=Security Agreement##page11.tif source=Security Agreement##page12.tif source=Security Agreement##page13.tif source=Security Agreement##page14.tif source=Security Agreement##page15.tif source=Security Agreement##page16.tif source=Security Agreement##page17.tif source=Security Agreement##page18.tif source=Security Agreement##page19.tif source=Security Agreement##page20.tif source=Security Agreement##page21.tif source=Security Agreement##page22.tif source=Security Agreement##page23.tif source=Security Agreement##page24.tif	

SECURITY AGREEMENT

THIS SECURITY AGREEMENT (as amended, restated or otherwise modified from time to time, this "Agreement") is made as of April 2, 2012, by and between AOS Group, LP, a California limited partnership (the "Company"), and DFA PVA II Partners, LLC, a Delaware limited liability company (the "Secured Party").

RECITALS

A. The Secured Party has sold substantially all of its assets to the Company in exchange for cash and the issuance to the Secured Party of a secured promissory note evidencing the Company's obligation to pay a portion of the purchase price to the Secured Party.

B. The parties have agreed that the Company's obligations under such secured promissory note will be secured by the Company's grant to the Secured Party of a security interest in and to certain collateral, pursuant to the terms and conditions of this Agreement.

Now, therefore, the parties hereby agree as follows.

1. SECURITY.

1.1 Grant of Security Interest. As security for payment and performance of all Indebtedness (as defined below) of the Company to the Secured Party when and as due, the Company hereby grants to the Secured Party a first priority security interest in the Collateral (as defined below). For purposes of this Agreement, "Indebtedness" means all loans, advances, debts, liabilities and obligations, howsoever arising, owed by Company to the Secured Party pursuant to the terms of that certain secured promissory note issued to the Secured Party by the Company pursuant to the Purchase Agreement (as defined below) (the "Note"), including without limitation all interest, fees, charges, expenses, costs of collection, attorneys' fees and costs chargeable to and payable by the Company hereunder and thereunder, in each case, whether direct or indirect, absolute or contingent, due or to become due, and whether or not arising after the commencement of a proceeding under Title 11 of the United States Code (11 U.S.C. Section 101 et seq.), as amended from time to time (including post-petition interest) and whether or not allowed or allowable as a claim in any such proceeding.

1.2 Collateral Defined. As used in this Agreement, the term "Collateral" means, collectively, the AVP Assets (as defined in the Purchase Agreement), as well as all other assets acquired by the Company during the term of this Agreement in the course of conducting the Business (as defined in the Purchase Agreement), wherever located, whether now owned or hereafter acquired or arising, and all proceeds and products thereof.

1.3 Financing Statements. Concurrently with the execution of this Agreement by the parties hereby, the Secured Party is authorized by the Company (a) to file a UCC-1 financing statement describing the Collateral with the office of the Secretary of State for the State of California and (b) to file a copy of this Agreement with the US Patent and Trademark Office. So long as any of the Company's Indebtedness to the Secured Party has not been fully satisfied, the Company will promptly execute and deliver to the Secured Party such assignments, notices, financing statements or other documents and papers as the Secured Party may

reasonably require in order to perfect and maintain the security interest in the Collateral granted to the Secured Party hereby and to give any third party notice of the Secured Party's interest in the Collateral, and authorizes the Secured Party to prepare and file any such assignments, notices, financing statements, or other documents and any amendments to or continuances thereof, and to give any such notice. Upon the full and final discharge of all of the Indebtedness, the Secured Party will execute and deliver such documents as may be reasonably necessary and requested by the Company to release the Collateral from the security interest granted to the Secured Party in this Agreement.

1.4 Termination. When all the Indebtedness has been paid in full and discharged, this Agreement and the security interest granted to the Secured Party under this Agreement will terminate.

1.5 Purchase Agreement. This Security Agreement secures the Company's obligations under the Note which is issued pursuant to that certain Agreement for Sale of Business Assets by and between the Company and the Secured Party dated as of March 30, 2012 (the "Purchase Agreement") and is subject to the terms thereof. Capitalized terms not defined herein shall have the meaning set forth for such terms in the Purchase Agreement.

1.6 Definitions. As used in this Agreement:

(a) Copyrights shall mean (i) all copyrights in all works of authorship, and derivative works thereof, fixed in any tangible medium of expression, including, without limitation, all databases, source codes, object codes and manuals, whether published or unpublished, whether statutory or common law, whether in the United States or any other country, and all applications, registrations, renewals, extensions and recordings relating thereto, in each case in which the Company has any right, title or interest, whether as author, assignee, transferee or otherwise, and all other rights of the Company pursuant to any Copyright License, (ii) all right, title and interest of the Company in all physical materials embodying any work with respect to which the Company owns or holds rights in any Copyright or Copyright License, and (iii) the right to sue for past, present and future infringements of any thereof, all rights corresponding thereto throughout the world, and all goodwill associated therewith, all extensions, continuations and renewals of any thereof, and all proceeds of the foregoing, including licenses, fees, royalties, income, payments, claims, damages and proceeds of suit.

(b) Copyright License shall mean (i) any agreement, written or oral, naming the Company as licensor or licensee, granting any right in or to any Copyright, or (ii) any and all agreements, including, without limitation, assignments and consents, as any such agreements may from time to time be amended or supplemented, pursuant to which the Company has any direct or beneficial interest in any Copyright, or is a grantor of rights to any third party with respect to any Copyright, whether as a party to any such agreement or as an assignee of any rights under any such agreement, excluding, however, non-exclusive computer software licenses.

(c) Patents shall mean (i) all patents and like protections, including patents, design patents and utility models, and all registrations and recordings

thereof, including all applications, improvements, reissues, extensions, divisions, continuations and continuations-in-part thereof, and the inventions disclosed or claimed therein, including the right to make, sell and/or use the inventions disclosed or claimed therein, in each case in which the Company has any right, title or interest, (ii) all Patent Licenses, and (iii) the right to sue for past, present and future infringements of any thereof, all rights corresponding thereto, and all goodwill associated therewith, all extensions, continuations and renewals of any thereof, and all proceeds of the foregoing, including licenses, fees, royalties, income, payments, claims, damages and proceeds of suit.

(d) Patent Licenses shall mean all agreements, whether written or oral, providing for the grant by or to the Company of any right to manufacture, use or sell any invention covered by a Patent, and all rights of the Company under such agreement.

(e) Person shall mean an individual, a corporation, a limited liability company, a partnership, a limited liability partnership, an association, a trust or any other entity or organization, including a government or political subdivision or an agency or instrumentality thereof.

(f) Trademarks shall mean (i) all trademarks, service marks, trade names, corporate names, company names, business names, operating names, domain names, fictitious business names, trade styles, certification marks, collective marks, call signs, logos, other source of business identifiers, prints, labels and goods on which any of the foregoing appear or have appeared, designs (including product designs) and general intangibles of a like nature (any and all of the foregoing being the "Trademarks"), anywhere in the world, whether registered or not and whether currently in use or not, all registrations and recordings thereof and all applications to register the same, 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, and (ii) all Trademark licenses, and (iii) all reissues, extensions or renewals of any of the foregoing, and (iv) all of the goodwill of the business connected with the use of, and symbolized by, the items described in the foregoing, and (v) all proceeds, fees, royalties, income or payments of, and rights associated with, the foregoing, including any claim by any grantor against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration or Trademark license, or for any injury to the goodwill associated with the use of any such Trademark or for breach or enforcement of any Trademark license

(g) Trademark Licenses shall mean all agreements, written or oral, providing for the grant by or to the Company of any right to use any Trademark.

2. REPRESENTATIONS AND WARRANTIES OF THE COMPANY. The Company represents and warrants to the Secured Party that:

2.1 Title; No Liens or Claims in Collateral. The Company owns all right, title and interest in and to the Collateral. All of the Collateral is (and until the Note has been paid in full and all the Indebtedness is fully satisfied will be) free and clear of all liens, security interests, mortgages, claims, rights, encumbrances and restrictions of any kind except for statutory tax

liens for taxes not yet due and payable and the security interests granted to the Secured Party under this Agreement.

2.2 No Bankruptcy. The Company is not subject to any bankruptcy case or insolvency proceedings before any court in any jurisdiction. In the ninety (90) days preceding the date of this Agreement, the Company has not received any threat in writing from any third party to subject the Company to any involuntary bankruptcy or insolvency proceeding.

2.3 Company Information; Collateral Location.

(a) The name of the Company set forth on the first page hereof is the true and correct legal name of the Company as set forth on the certificate of limited partnership of the Company filed with governmental authorities of the jurisdiction under whose laws the Company is formed (the "Organizational Jurisdiction"), and except as otherwise disclosed to the Secured Party in writing, the Company has not done business as or used any other name within the five (5) year period preceding the date of this Agreement, other than AOS Group, LP, which was the name of the Company when it was formed; the Company's Organizational Jurisdiction and the formation number, if any, assigned to the Company by the Organizational Jurisdiction is as follows: State of California (201208800016);

(b) The address of the Company's office and the place where its business records are kept is as follows: 2183 Fairview Road, Suite 222, Costa Mesa, California, 92627. The address(es) of all locations of Collateral in the United States are as follows: 2183 Fairview Road, Suite 222, Costa Mesa, California, 92627. No Collateral is in the possession of any third party, including, without limitation, any warehouseman, bailee, consignee, processor, etc.

2.4 Formation; Good Standing. The Company is duly formed, validly existing and in good standing under the laws of the Organizational Jurisdiction and duly qualified and in good standing in every other jurisdiction in which the nature of its business or properties requires such qualification, except to the extent the failure to so qualify would not have a material adverse effect on the Company's business.

2.5 Authorization of Agreement; Consents; No Conflicts. The execution, delivery and performance of this Agreement has been duly authorized by all necessary action, corporate or otherwise, and do not and will not, and the validity of the security interest created by this Agreement does not, (a) require any consent or approval of the stockholders of the Company; (b) contravene the terms of the charter, by-laws or other organizational papers of the Company; (c) violate any applicable law, rule or regulation of any governmental agency; (d) contravene any provision of any agreement, instrument, order or undertaking binding on the Company or by which any of its properties are bound or affected; (e) other than as contemplated hereby, result in or require the imposition of any lien on any of the properties of the Company; or (f) other than filings required by the UCC, require the approval or consent of, or filing or registration with, any governmental or other agency or authority, or any other Person.

3. COVENANTS OF THE COMPANY. So long as any of the Company's Indebtedness to the Secured Party has not been fully satisfied, the Company covenants and agrees with the Secured Party that:

3.1 Condition of Collateral. The Company will maintain the Collateral in good condition and repair.

3.2 Taxes. The Company will pay all taxes due and owing by the Company at such time as they become due.

3.3 Insurance. To the extent practicable, the Company will maintain fire and casualty insurance sufficient in amount (subject to reasonable deductibles) to allow it to replace any of the Collateral that might be damaged or destroyed.

3.4 Sale of Collateral. The Company will not, without the prior written consent of the Secured Party, which consent shall not be unreasonably withheld, conditioned or delayed, sell, lease, assign, transfer or otherwise dispose of the Collateral, any part thereof or any interest therein, or any of the Company's rights therein, to any person, entity or party other than the Secured Party, except (a) in the ordinary course of the Company's business or (b) in a way that would reasonably be expected to materially improve the Company's business (any such event, a "Collateral Sale Default").

3.5 Other Liens. The Company will keep the Collateral free and clear of all liens, security interests, mortgages, claims, rights, encumbrances and restrictions of any kind except for statutory tax liens for taxes not yet due and payable and those liens, security interests, mortgages, claims, rights, encumbrances, and restrictions, if any, existing as of the execution of this Agreement, or subsequently approved in writing by the Secured Party. The Company shall defend its title to and Secured Party's interest in the Collateral against all claims and take any action necessary to remove any liens other than those permitted hereunder and defend the right, title and interest of Secured Party in and to any of the Company's rights in the Collateral.

3.6 Name Change. The Company will not change its name, Organizational Jurisdiction, identity or organizational structure, or chief executive office or place where its business records are kept, or move any Collateral to a location in the United States, or merge into or consolidate with any other entity, unless the Company shall have given Secured Party at least thirty (30) days' prior written notice thereof and shall have delivered to Secured Party such documentation as may be necessary or required by Secured Party to ensure the continued perfection and priority of the security interests granted by this Agreement.

3.7 Further Assurances. Upon the written request of Secured Party, and at the sole expense of the Company, the Company will promptly execute and deliver such further instruments and documents and take such further actions as the Secured Party may reasonably deem desirable to confirm or otherwise document the Secured Party's security interest in and to the Collateral.

3.8 Notices and Reports Pertaining to Collateral. The Company will, with respect to the Collateral:

(a) promptly furnish to the Secured Party, from time to time upon request, reasonable reports in form and detail satisfactory to the Secured Party; provided, that the Company shall not be required to provide reports in form or detail that materially differ from the reports and detail prepared by or for the Company in the ordinary course of its business;

(b) promptly notify the Secured Party of any lien asserted against the Collateral, including any attachment, levy, execution or other legal process levied against any of the Collateral, and of any information received by the Company relating to the Collateral, the account debtors, or other Persons obligated in connection therewith, that may materially adversely affect the value of the Collateral or the rights and remedies of the Secured Party with respect thereto.

4. COPYRIGHTS, PATENTS AND TRADEMARKS.

4.1 Representations and Warranties. To the Company's knowledge, with the exception of the Lawsuit (as defined in the Purchase Agreement), no action or proceeding is pending (a) seeking to limit, cancel or question the validity of any Copyright, Patent or Trademark, or (b) which, if adversely determined, would have a material adverse effect on the value of any Copyright, Patent or Trademark.

4.2 Covenants. Except where failure to perform any of the following actions could not reasonably be expected to have a material adverse effect:

(a) For each Trademark registered in either the United States of America or the European Union and which contains the letters "AVP" in the mark (the "AVP Trademarks"), the Company (either itself or through licensees) will (i) continue to use each AVP Trademark on each and every trademark class of goods applicable to its current line as reflected in its current catalogs, brochures and price lists in order to maintain such AVP Trademarks in full force free from any claim of abandonment for non-use, (ii) maintain as in the past the quality of products and services offered under such AVP Trademarks, (iii) employ such AVP Trademarks with the appropriate notice of registration, (iv) not adopt or use any mark which is confusingly similar or a colorable imitation of such AVP Trademarks unless Secured Party shall obtain a perfected security interest in such mark pursuant to this Security Agreement, and (v) not (and not permit any licensee or sublicensee thereof to) do any act or knowingly omit to do any act whereby any AVP Trademarks may become invalidated;

(b) the Company will notify Secured Party immediately if it knows, or has reason to know, that any Patent, Trademark or Copyright or any application or registration relating to any thereof may become abandoned, lost or dedicated, or of any adverse determination or development (including, without limitation, the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office, the United States Copyright Office or any court or tribunal or similar office in any country) regarding the Company's ownership of any Patent, Trademark or Copyright or its right to register the same or to keep and maintain the same;

(c) whenever the Company, either by itself or through any agent, employee, licensee or designee, shall file an application for the registration of any Patent or Trademark with the United States Patent and Trademark Office or any similar office or agency in any other country or any political subdivision thereof, the Company shall report such filing to Secured Party contemporaneously with such filing; and whenever the Company shall file an application for registration of any Copyright with the United States Copyright Office or any similar office or agency in any other country or any political subdivision thereof which Copyright relates to a work with expected or exiting revenue in excess of \$500,000, the Company shall report such filing to Secured Party contemporaneously with such filing, and for all other Copyright filings, within five (5) Business Days after the last day of the fiscal quarter in which such filing occurs;

(d) the Company shall from time to time execute and deliver any and all agreements, instruments, documents, and papers as Secured Party may request to evidence Secured Party's security in any Patent, Trademark or Copyright and the goodwill and general intangibles of the Company relating thereto or represented thereby, and the Company hereby constitutes Secured Party its attorney-in-fact to execute and file all such writings and/or counterparts of this Security Agreement for the foregoing purposes, all acts or such attorney being hereby ratified and confirmed, such power being coupled with an interest is irrevocable until the Secured Obligations are paid in full and the commitments are terminated;

(e) the Company will take all reasonable and necessary steps, including, without limitation, in any proceeding before the United States Patent and Trademark Office, or any similar office or agency in any other country or any political subdivision thereof, to maintain and pursue each application (and to obtain the relevant registration) and to maintain each registration of the AVP Trademarks in the United States of America and the European Union, including, without limitation, timely filing of applications for renewal, affidavits of use and affidavits of incontestability and payment of maintenance fees, as to which Secured Party shall have filed with the Patent and Trademark Office, as the case may be, documents evidencing Secured Party's security interest in any AVP Trademarks; and

(f) in the event that the Patent, Trademark or Copyright of the Company included in the Collateral is infringed, misappropriated or diluted by a third party, the Company shall promptly notify the Secured Party after it learns thereof and, at the Company's sole expense, shall, unless the Company shall reasonably determine that such Patent, Trademark or Copyright is not of material value to the Company, promptly sue for infringement, misappropriation or dilution, to seek injunctive relief where appropriate and to recover any and all damages for such infringement, misappropriation or dilution, or take such other actions as the Company shall reasonably deem appropriate under the circumstances to protect such Patent, Trademark or Copyright.

5. RIGHTS AND REMEDIES UPON A DEFAULT.

5.1 General Remedies. In the event of an occurrence of any Default under the Note (as that term is defined in the Note), including without limitation any Default under the Note arising from or in respect of the Company's failure to observe or perform any obligation to be observed or performed by it hereunder within fifteen (15) days after written notice from the Secured Party to perform or observe the obligation, in addition to exercising any other rights or

remedies the Secured Party may have under the Note, at law or in equity, or pursuant to the provisions of the Uniform Commercial Code as from time to time in effect in the State of California, the Secured Party may, at its option and without demand first made, exercise any one or all of the following rights and remedies: (a) collect the Collateral and its proceeds; (b) take possession of the Collateral wherever it may be found, using all reasonable means to do so, or require the Company to assemble the Collateral and make it available to the Secured Party at a place designated by the Secured Party that is reasonably convenient to the Company; (c) proceed with the foreclosure of the security interest in the Collateral granted herein and the sale or endorsement and collection of the proceeds of the Collateral in any manner permitted by law or provided for herein; (d) sell, lease or otherwise dispose of the Collateral at public or private sale, with or without having the Collateral at the place of sale; (e) institute a suit or other action against the Company for recovery on the Note; (f) exercise any rights and remedies of a secured party under the Uniform Commercial Code as from time to time in effect in the State of California; and/or (g) offset, against any payment due from the Company to the Secured Party, the whole or any part of any indebtedness of the Secured Party to the Company.

5.2 No Election of Remedies. The election by the Secured Party of any right or remedy will not prevent the Secured Party from exercising any other right or remedy against the Company.

5.3 Proceeds. If a Default occurs, all proceeds and payments with respect to the Collateral will be retained by the Secured Party (or if received by the Company will be held in trust and will be forthwith delivered by the Company to the Secured Party in the original form received, endorsed in blank) and held by the Secured Party as part of the Collateral or applied by the Secured Party in accordance with Section 5.5 hereof.

5.4 Sales of Collateral. Any item of Collateral may be sold for cash or other value at public or private sale or other disposition and the proceeds thereof collected by or for the Secured Party as provided in the Uniform Commercial Code as from time to time in effect in the State of California or under other applicable law. The Company agrees to promptly execute and deliver, or promptly cause to be executed and delivered, such instruments, documents, assignments, waivers, certificates and affidavits and supply or cause to be supplied such further information and take such further action as the Secured Party may reasonably require in connection with any such sale or disposition. The Secured Party will have the right upon any such public sale or sales, and, to the extent permitted by law, upon any such private sale or sales, to purchase the whole or any part of the Collateral so sold, free of any right or equity of redemption in the Company, which right or equity is hereby waived or released. If any notice of a proposed sale, lease, license or other disposition of Collateral shall be required by law, such notice shall be deemed reasonable and proper if given at least ten (10) days before such sale, lease, license or other disposition. The Secured Party agrees to give the Company ten (10) days' prior written notice of any sale, lease, license or other disposition of Collateral (or any part thereof) by the Secured Party. To the extent it may lawfully do so, the Company waives and relinquishes the benefit and advantage of, and covenants not to assert against the Secured Party, any valuation, stay, appraisal, extension, redemption or similar laws now or hereafter existing which, but for this sentence, might be applicable to the sale of any Collateral made under the judgment, order or decree of any court, or privately under the power of sale conferred by this Agreement, or otherwise.

5.5 Application of Proceeds. The proceeds of all sales and collections in respect of the Collateral, the payments and proceeds of the Collateral under Section 5.3 hereof, and any other proceeds the application of which is not otherwise specifically herein provided for, shall be applied as follows: (a) first, to the payment of the costs and expenses of such sale or sales and collections and the attorneys' fees and out-of-pocket expenses incurred by the Secured Party relating to costs of collection; (b) second, any surplus then remaining will be applied first, to the payment of all unpaid interest accrued under the Note, and then to the payment of unpaid principal under the Note; and (c) third, any surplus then remaining will be paid to the Company.

5.6 Appointment as Attorney-In-Fact.

(a) Appointment. The Company hereby irrevocably constitutes and appoints the Secured Party (acting through any of its officers) as the Company's true and lawful attorney-in-fact, with full power of substitution, exercisable after the occurrence and during the continuation of a Default, to convert the Collateral into cash at the sole risk, cost and expense of the Company, but for the sole benefit of the Secured Party. The rights and powers granted the Secured Party by this appointment include but are not limited to the right and power to:

(1) prosecute, defend, compromise, or release any action relating to the Collateral;

(2) sign change of address forms to change the address to which the Company's mail is to be sent to such address as Secured Party shall designate; receive and open the Company's mail; remove any proceeds of Collateral therefrom and turn over the balance of such mail either to the Company or to any trustee in bankruptcy or receiver of the Company, or other legal representative of the Company whom Secured Party determines to be appropriate Person to whom to so turn over such mail;

(3) endorse the name of the Company in favor of Secured Party upon any and all checks, drafts, notes, acceptances, or other items or instruments; sign and endorse the name of the Company on, and receive as secured party, any of the Collateral, any invoices, schedules of Collateral, freight or express receipts, or bills of lading, storage receipts, warehouse receipts, or other Documents respectively relating to the Collateral;

(4) sign the name on the Company on any notice to the Company's account debtors or other obligors; sign the Company's name on any proof of claim in any proceeding under any Debtor Relief Law, and on notices of liens, claims of mechanic's liens, or assignments or releases of mechanic's liens; and

(5) use, license or transfer any or all general intangibles of the Company.

(b) Limitation of Secured Party's Liability. The Secured Party shall not be obligated to do any of the acts or to exercise any of the powers authorized by Section 5.6(a) herein, but if the Secured Party elects to do any such act or to exercise any of such powers, the

Secured Party shall not be accountable for more than the Secured Party actually receives as a result of such exercise of power, and shall not be responsible to the Company for any act or omission to act except for any act or omission to act to the extent that the subject act or omission to act was grossly negligent or the result of willful misconduct on the part of the Secured Party.

6. GENERAL PROVISIONS.

6.1 Survival of Warranties. The representations, warranties and covenants of the Company and the Secured Party contained in or made pursuant to this Agreement shall survive the execution and delivery of this Agreement.

6.2 Successors and Assigns. The terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the parties; provided, however, that the Company may not assign its rights or obligations hereunder without the prior written consent of the Secured Party.

6.3 Governing Law. This Agreement shall be governed by and be construed under the laws of the State of California in all respects as such laws are applied to agreements among California residents entered into and performed entirely within California, without giving effect to conflicts of laws principles thereof.

6.4 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

6.5 Headings. The headings and captions used in this Agreement are used only for convenience and are not to be considered in construing or interpreting this Agreement. All references in this Agreement to sections, paragraphs, exhibits and schedules shall, unless otherwise provided, refer to sections and paragraphs hereof and exhibits and schedules attached hereto, all of which exhibits and schedules are incorporated herein by this reference.

6.6 Notices. All notices and other communications made pursuant to this Agreement shall be in writing and shall be conclusively deemed to have been duly given if given in accordance with Section 14 of the Note.

6.7 Amendments and Waivers. This Agreement may only be amended, terminated, extended or otherwise modified by a writing signed by the Secured Party and the Company. In no event shall any oral agreements, promises, actions, inactions, knowledge, course of conduct, course of dealing, or the like be effective to amend, terminate, extend or otherwise modify this Agreement.

6.8 Severability. If one or more provisions of this Agreement are held to be unenforceable under applicable law, such provision(s) shall be excluded from this Agreement and the balance of the Agreement shall be interpreted as if such provision(s) were so excluded and shall be enforceable in accordance with its terms.

6.9 Further Assurances. From and after the date of this Agreement, upon the request of the Secured Party or the Company, the Company and the Secured Party shall execute and deliver such instruments, documents or other writings as may be reasonably necessary or desirable to confirm and carry out and to effectuate fully the intent and purposes of this Agreement.

[SIGNATURE PAGE FOLLOWS]

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

COMPANY:



AOS Group, LP by Donald Sun

SECURED PARTY:

DFA PVA II PARTNERS, LLC

By: _____

Name:

Title:

[Signature Page to Security Agreement]

TRADEMARK
REEL: 004751 FRAME: 0787


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

COMPANY:

AOS Group, LP by Donald Sun

SECURED PARTY:

DFA PVA II PARTNERS, LLC

By: 

Name: NICHOLAS LEWIN
Title: MANAGING MEMBER

[Signature Page to Security Agreement]

TRADEMARK
REEL: 004751 FRAME: 0788

SCHEDULE A

DESCRIPTION OF COPYRIGHTS, PATENTS, AND TRADEMARKS



avp

TRADEMARK STATUS REPORT


Updated: February 4, 2010

Client Code (MPLUS8-)	Mark	Country	Classes/Goods	App. No./ Filing Date	Reg. No./ Reg. Date	Renewal Due	Status	Owner
001T	AVP	US	<p>25: Clothing, headwear, and footwear for men, women, and children, namely, warm up suits, jogging suits, sweat suits, sweat pants and sweatshirts, leotards, body suits, jumpsuits, swimwear, bathing suits, bikinis, beach and bathing cover-ups, sarongs, cover-ups, skirts, dresses, suits, slacks, pants, jeans, shorts, sweat shorts, gym shorts, tops, bottoms, fleece pullovers, jackets, coats, shirts, sport shirts, t-shirts, knit shirts, polo shirts, pullovers, sweaters, tank tops, parkas; wind resistant jackets, rain jackets, leather jackets, footwear, shoes, boots, slippers, athletic footwear, basketball shoes, casual footwear, sandals, beach shoes, headwear, hats, baseball hats, visors, caps, beanie caps, berets, headbands, wristbands, sleepwear, robes, pajamas, nightshirts, rainwear, lounge wear, underwear, bras, exercise bras, sports bras, panties, briefs, underpants, boxer shorts, undershirts, hosiery, socks, sand socks, beach socks</p> <p>28: Sporting Goods, Namely, Volleyball Game Playing Equipment, Volleyballs, Volleyball And Sports Equipment Bags, Volleyball Nets, Volleyball Poles, Volleyball Court Lines, And Volleyball Net Antennas</p> <p>41: Entertainment services, namely, arranging, organizing, and conducting athletic competitions, exhibitions, and community festivals and cultural events in the nature of volleyball games, tournaments and competitions, featuring live music concerts, djs, visual and audio performances, and dance performances</p>	76/393,030 4/8/02	2,755,382 8/26/03	8/26/13	Registered; Declaration of Use due 2/26/10	AVP Pro Beach Volleyball Tour, Inc.


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Client Code (MPLUSB.)	Mark	Country	Classes/Goods	App. No./ Filing Date	Reg. No./ Reg. Date	Renewal Due	Status	Owner
002T		US	<p>25: Clothing, headwear, and footwear for men, women, and children namely warm up suits, jogging suits, sweat suits, sweat pants and sweatshirts, leotards, body suits, jump suits, swimwear, bathing suits, bikinis, beach and bathing cover-ups, sarongs, cover-ups, skirts, dresses, suits, slacks, pants, jeans, shorts, sweat shorts, gymshorts, tops, bottoms, fleece pullovers, jackets, coats, shirts, sport shirts, t-shirts, knit shirts, polo shirts, pullovers, sweaters, tank tops, parkas; wind resistant jackets, rain jackets, leather jackets, footwear, shoes, boots, slippers, athletic footwear, basketball shoes, casual footwear, sandals, beach shoes, headwear, hats, baseball hats, visors, caps, beanie caps, berets, headbands, wristbands, sleep wear, robes, pajamas, nightshirts, rainwear, lounge wear, underwear, bras, exercise bras, sports bras, panties, briefs, underpants, boxer shorts, undershirts, hosiery, socks, sand socks, beach socks, and belts</p> <p>28: Sporting goods, namely, volleyball game playing equipment, volleyballs, volleyball and sports equipment bags, volleyball nets, volleyball poles, volleyball court lines, and volleyball net antennas</p> <p>41: Entertainment services, namely, arranging, organizing, and conducting athletic competitions, exhibitions, and community festivals and cultural events in the nature of volleyball games, tournaments and competitions featuring live music concerts, DJs, visual and audio performances, and dance performances</p>	76/392,999 4/8/02	2,760,999 9/9/03	9/9/13	Registered; Declaration of Use due 3/9/10	AVP Pro Beach Volleyball Tour, Inc.

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Client Code (MPLUS8.)	Mark	Country	Classes/Goods	App. No./ Filing Date	Reg. No./ Reg. Date	Renewal Due	Status	Owner
003T		US	25: Clothing, headwear, and footwear for men, women, and children, namely, warm up suits, jogging suits, sweat suits, sweat pants and sweatshirts, leotards, body suits, jumpsuits, swimwear, bathing suits, bikinis, beach and bathing cover-ups, sarongs, cover-ups, skirts, dresses, suits, slacks, pants, jeans, shorts, sweat shorts, gym shorts, tops, bottoms, fleece pullovers, jackets, coats, shirts, sport shirts, t-shirts, knit shirts, polo shirts, pullovers, sweaters, tank tops, parkas; wind resistant jackets, rain jackets, leather jackets, footwear, shoes, boots, slippers, athletic footwear, basketball shoes, casual footwear, sandals, beach shoes, headwear, hats, baseball hats, visors, caps, beanie caps, berets, headbands, wristbands, sleepwear, robes, pajamas, nightshirts, rainwear, lounge wear, underwear, bras, exercise bras, sports bras, panties, briefs, underpants, boxer shorts, undershirts, hosiery, socks, sand socks, beach socks, and belts 28: sporting goods, namely, volleyball game playing equipment, volleyballs, volleyball and sports equipment bags, volleyball nets, volleyball poles, volleyball court lines, and volleyball net antennas 41: entertainment services, namely, arranging, organizing, and conducting athletic competitions, exhibitions, and community festivals and cultural events in the nature of volleyball games, tournaments and competitions, featuring live music concerts, djs, visual and audio performances, and dance performances	76/392,977 4/8/02	2,758,227 9/2/03	9/2/13	Registered: Declaration of Use due 3/2/10	AVP Pro Beach Volleyball Tour, Inc.
041TD1	BEST OF THE BEACH	US	25: Shirts 41: Entertainment services, namely, arranging, organizing, and conducting athletic competitions, exhibitions, and community festivals and cultural events in the nature of volleyball games, tournaments and competitions, featuring live music concerts, djs, and dance performances	76/978,890 2/23/05	3288259 9/4/07	9/4/17	Registered; Declaration of Use due 9/4/13	AVP Pro Beach Volleyball Tour, Inc.


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Client Code (MPLUS8.)	Mark	Country	Classes/Goods	App. No./ Filing Date	Reg. No./ Reg. Date	Renewal Due	Status	Owner
016T	HOT WINTER NIGHTS	US	<p>25: Clothing, headwear, and footwear</p> <p>28: Sporting goods, including, volleyball game playing equipment, volleyballs, volleyball and sports equipment bags, volleyball nets, volleyball poles, volleyball court lines, and volleyball net antennas</p> <p>41: Entertainment services, including, arranging, organizing, and conducting athletic competitions, exhibitions, and community festivals and cultural events in the nature of volleyball games, tournaments and competitions, featuring live music concerts, DJs, visual and audio performances, and dance performances</p>	77/246,193 8/6/07			<p>Pending:</p> <p>Allowance issued 8/26/08</p> <p>Statement of Use/3rd Extension Request due 2/26/10</p>	AVP Pro Beach Volleyball Tour, Inc.

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Client Code (MPLUSS)	Mark	Country	Classes/Goods	App. No./ Filing Date	Reg. No./ Reg. Date	Renewal Due	Status	Owner
018WAW	AVP	Australia	<p>25: Clothing, footwear, headgear, clothing, headwear, and footwear for men, women, and children, namely, warm up suits, jogging suits, sweat suits, and sweatshirts, leotards, body suits, jumpsuits, swimwear, bathing suits, bikinis, beach and bathing cover-ups, sarongs, cover-ups, skirts, dresses, suits, slacks, pants, jeans, shorts, sweat shorts, gym shorts, tops, bottoms, fleece pullovers, jackets, coats, shirts, sport shirts, T-shirts, knit shirts, polo shirts, pullovers, sweaters, tank tops, parkas; wind resistant jackets, rain jackets, leather jackets, footwear, shoes, boots, slippers, athletic footwear, basketball shoes, casual footwear, sandals, beach shoes, headwear, hats, baseball hats, visors, caps, beanie caps, berets, headbands, wristbands, sleepwear, robes, pyjamas, nightshirts, rainwear, lounge wear, underwear, bras, exercise bras, sports bras, panties, briefs, underpants, boxer shorts, undershirts, hosiery, socks, sand socks, beach socks</p> <p>28: Games and playthings; gymnastic and sporting articles not included in other classes; decorations for Christmas trees; sporting goods, namely, volleyball game playing equipment, volleyballs, volleyball and sports equipment bags, volleyball nets, volleyball poles, volleyball court lines, and volleyball net antennas</p> <p>41: Education; providing of training; entertainment; sporting and cultural activities; entertainment services, namely, arranging, organizing, and conducting athletic competitions, exhibitions, and community festivals and cultural events in the nature of volleyball games, tournaments and competitions, featuring live music concerts, DJs, visual and audio performances, and dance performances</p>	1222189 2/1/08	1222189 9/8/08	2/1/18	Registered	AVP Pro Beach Volleyball Tour, Inc.

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Client Code (MPLUS8.)	Mark	Country	Classes/Goods	App. No./ Filing Date	Reg. No./ Reg. Date	Renewal Due	Status	Owner
019WAW		Australia	<p>25: Clothing, exercise wear, headwear, and footwear for men, women, and children including, warm up suits, jogging suits, sweat suits, sweat pants and sweatshirts, swimwear, bathing suits, beach and bathing cover-ups, suits, slacks, pants, jeans, shorts, sweat shorts, gym shorts, top, jackets, coats, shirts, sport shirts, t-shirts, knit shirts, polo shirts, pullovers, sweaters, tank tops, parkas; wind resistant jackets, leather jackets, footwear, shoes, boots, slippers, athletic footwear, basketball shoes, casual footwear, sandals, headwear, hats, caps, berets, headbands, wristbands, sleepwear, robes, pajamas, nightshirts, rainwear, lounge wear, underwear, briefs, underpants, boxer shorts, undershirts, hosiery, socks, belts;</p> <p>28: Sporting goods, including, volleyball game playing equipment;</p> <p>41: Entertainment services, including, arranging, organizing and conducting athletic competitions, exhibitions, and community festivals and cultural events in the field of volleyball games, tournaments and competitions</p>	1222187 2/1/08	1222187 9/8/08	2/1/18	Registered	AVP Pro Beach Volleyball Tour, Inc.
016WAW	HOT WINTER NIGHTS	Australia	<p>25: Clothing, headwear, and footwear</p> <p>28: Sporting goods, including, volleyball game playing equipment, volleyballs, volleyball and sports equipment bags, volleyball nets, volleyball poles, volleyball court lines, and volleyball net antennas</p> <p>41: Entertainment services, including, arranging, organizing, and conducting athletic competitions, exhibitions, and community festivals and cultural events in the nature of volleyball games, tournaments and competitions, featuring live music concerts, djs, visual and audio performances, and dance performances</p>	1222183 2/1/08	1222183 8/1/08	2/1/18	Registered	AVP Pro Beach Volleyball Tour, Inc.

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Client Code (MPLUS8.)	Mark	Country	Classes/Goods	App. No./ Filing Date	Reg. No./ Reg. Date	Renewal Due	Status	Owner
001WBR	AVP	Brazil	25: Clothing, exercise wear, headwear, and footwear for men, women, and children including, warm up suits, jogging suits, sweat suits, sweat pants and sweatshirts, swimwear, bathing suits, beach and bathing cover-ups, suits, slacks, pants, jeans, shorts, sweat shorts, gym shorts, top, jackets, coats, shirts, sport shirts, t-shirts, knit shirts, polo shirts, pullovers, sweaters, tank tops, parkas; wind resistant jackets, leather jackets, footwear, shoes, boots, slippers, athletic footwear, basketball shoes, casual footwear, sandals, headwear, hats, caps, berets, headbands, wristbands, sleepwear, robes, pajamas, nightshirts, rainwear, lounge wear, underwear, briefs, underpants, boxer shorts, undershirts, hosiery, socks, belts	824976150 10/8/02	824976150 2/19/08	2/19/18	Registered	Association of Volleyball Professionals, Inc.
010WBR	AVP	Brazil	28: Sporting good, including, volleyball game playing equipment	824976142 10/8/02	824976142 2/19/08	2/19/18	Registered	Association of Volleyball Professionals, Inc.
011WBR	AVP	Brazil	41: Entertainment services, including, arranging, organizing and conducting athletic competitions, exhibitions, and community festivals and cultural events in the field of volleyball games, tournaments and competitions	824976134 10/8/02	824976134 2/19/08	2/19/18	Registered	Association of Volleyball Professionals, Inc.
003WBR		Brazil	25: Clothing, exercise wear, headwear, and footwear for men, women, and children including, warm up suits, jogging suits, sweat suits, sweat pants and sweatshirts, swimwear, bathing suits, beach and bathing cover-ups, suits, slacks, pants, jeans, shorts, sweat shorts, gym shorts, top, jackets, coats, shirts, sport shirts, t-shirts, knit shirts, polo shirts, pullovers, sweaters, tank tops, parkas; wind resistant jackets, leather jackets, footwear, shoes, boots, slippers, athletic footwear, basketball shoes, casual footwear, sandals, headwear, hats, caps, berets, headbands, wristbands, sleepwear, robes, pajamas, nightshirts, rainwear, lounge wear, underwear, briefs, underpants, boxer shorts, undershirts, hosiery, socks, belts	824976185 10/8/02	824976185 2/19/08	2/19/18	Registered	Association of Volleyball Professionals, Inc.
012WBR		Brazil	28: Sporting goods, including volleyball game playing equipment	824976177 10/8/02	824976177 2/19/08	2/19/18	Registered	Association of Volleyball Professionals, Inc.
013WBR		Brazil	41: Entertainment services, including, arranging, organizing and conducting athletic competitions, exhibitions, and community festivals and cultural events in the field of volleyball games, tournaments and competitions	824976169 10/8/02	824976169 2/19/08	2/19/18	Registered	Association of Volleyball Professionals, Inc.

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Client Code (MPLUS8)	Mark	Country	Classes/Goods	App. No./ Filing Date	Reg. No./ Reg. Date	Renewal Due	Status	Owner
016WBR	HOT WINTER NIGHTS	Brazil	25: Clothing, headwear, and footwear	829574565 2/1/08			Pending; Published 4/1/08	AVP Pro Beach Volleyball Tour, Inc.
025WBR	HOT WINTER NIGHTS	Brazil	28: Sporting goods, including, volleyball game playing equipment, volleyballs, volleyball and sports equipment bags, volleyball nets, volleyball poles, volleyball court lines, and volleyball net antennas	829574549 2/1/08			Pending; Published 4/1/08	AVP Pro Beach Volleyball Tour, Inc.
026WBR	HOT WINTER NIGHTS	Brazil	41: Entertainment services, including, arranging, organizing, and conducting athletic competitions, exhibitions, and community festivals and cultural events in the nature of volleyball games, tournaments and competitions, featuring live music concerts, djs, visual and audio performances, and dance performances	829574590 2/1/08			Pending; Published 4/1/08	AVP Pro Beach Volleyball Tour, Inc.
001WCN	AVP	China	25: Clothing, footwear and headgear in International Class 25	4643051 5/8/05	4643051 1/7/09	1/6/19	Registered	AVP Pro Beach Volleyball Tour, Inc.
003WCN		China	25: Clothing, footwear, and headgear in International Class 25	4643050 5/8/05			Pending	AVP Pro Beach Volleyball Tour, Inc.
016WCN	HOT WINTER NIGHTS	China	25: Clothing, headwear, and footwear	6544950 2/2/08			Pending	AVP Pro Beach Volleyball Tour, Inc.
025WCN	HOT WINTER NIGHTS	China	28: Sporting goods, including, volleyball game playing equipment, volleyballs, volleyball and sports equipment bags, volleyball nets, volleyball poles, volleyball court lines, and volleyball net antennas	6544949 2/2/08			Pending	AVP Pro Beach Volleyball Tour, Inc.
026WCN	HOT WINTER NIGHTS	China	41: Entertainment services, including, arranging, organizing, and conducting athletic competitions, exhibitions, and community festivals and cultural events in the nature of volleyball games, tournaments and competitions, featuring live music concerts, djs, visual and audio performances, and dance performances	6544948 2/2/08			Pending	AVP Pro Beach Volleyball Tour, Inc.

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Client Code (MPLUS&.)	Mark	Country	Classes/Goods	App. No./ Filing Date	Reg. No./ Reg. Date	Renewal Due	Status	Owner
001WEU	AVP	European Union	<p>25: Clothing, exercise wear, headwear, and footwear for men, women, and children including, warm up suits, jogging suits, sweat suits, sweat pants and sweatshirts, swimwear, bathing suits, beach and bathing cover-ups, suits, slacks, pants, jeans, shorts, sweat shorts, gym shorts, tops, jackets, coats, shirts, sport shirts, t-shirts, knit shirts, polo shirts, pullovers, sweaters, tank tops, parkas; wind resistant jackets, leather jackets, footwear, shoes, boots, slippers, athletic footwear, basketball shoes, casual footwear, sandals, headwear, hats, caps, berets, headbands, wristbands, sleepwear, robes, pajamas, nightshirts, rainwear, lounge wear, underwear, briefs, underpants, boxer shorts, undershirts, hosiery, socks, belts;</p> <p>28: Sporting goods, including, volleyball game playing equipment;</p> <p>41: Entertainment services, including, arranging, organizing and conducting athletic competitions, exhibitions, and community festivals and cultural events in the field of volleyball games, tournaments and competitions</p>	002883098 10/8/02	002883098 3/8/04	10/8/12	Registered	AVP Pro Beach Volleyball Tour, Inc.
003WEU		European Union	<p>25: Clothing, exercise wear, headwear, and footwear for men, women, and children including, warm up suits, jogging suits, sweat suits, sweat pants and sweatshirts, swimwear, bathing suits, beach and bathing cover-ups, suits, slacks, pants, jeans, shorts, sweat shorts, gym shorts, top, jackets, coats, shirts, sport shirts, t-shirts, knit shirts, polo shirts, pullovers, sweaters, tank tops, parkas; wind resistant jackets, leather jackets, footwear, shoes, boots, slippers, athletic footwear, basketball shoes, casual footwear, sandals, headwear, hats, caps, berets, headbands, wristbands, sleepwear, robes, pajamas, nightshirts, rainwear, lounge wear, underwear, briefs, underpants, boxer shorts, undershirts, hosiery, socks, belts;</p> <p>28: Sporting goods, including, volleyball game playing equipment;</p> <p>41: Entertainment services, including, arranging, organizing and conducting athletic competitions, exhibitions, and community festivals and cultural events in the field of volleyball games, tournaments and competitions</p>	002880813 10/8/02	002880813 5/18/04	10/8/12	Registered	AVP Pro Beach Volleyball Tour, Inc.

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Client Code (MPLUS8.)	Mark	Country	Classes/Goods	App. No./ Filing Date	Reg. No./ Reg. Date	Renewal Due	Status	Owner
016WIEU	HOT WINTER NIGHTS	European Community	<p>25: Clothing, headwear, and footwear</p> <p>28: Sporting goods, including, volleyball game playing equipment, volleyballs, volleyball and sports equipment bags, volleyball nets, volleyball poles, volleyball court lines, and volleyball net antennas</p> <p>41: Entertainment services, including, arranging, organizing, and conducting athletic competitions, exhibitions, and community festivals and cultural events in the nature of volleyball games, tournaments and competitions, featuring live music concerts, djs, visual and audio performances, and dance performances</p>	006671028 2/6/08	006671028 1/7/09	2/5/18	Registered	AVP Pro Beach Volleyball Tour, Inc.

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