

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM466711

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	Amended and Restated Trademark Collateral Assignment and Security Agreement
RESUBMIT DOCUMENT ID:	900442653

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
MAD ENGINE, LLC		07/31/2017	Limited Liability Company: CALIFORNIA

RECEIVING PARTY DATA

Name:	WELLS FARGO BANK, NATIONAL ASSOCIATION
Street Address:	333 South Grand Avenue, 12th Fl.
City:	Los Angeles
State/Country:	CALIFORNIA
Postal Code:	90071
Entity Type:	Association: UNITED STATES

PROPERTY NUMBERS Total: 65

Property Type	Number	Word Mark
Serial Number:	87233471	SKY & OCEAN
Serial Number:	87452330	BASIQ
Serial Number:	87418010	RAPTOR PACK
Serial Number:	87414535	MAD ENGINE
Serial Number:	87308594	AMERICA FIRST
Registration Number:	4958214	ME 87
Registration Number:	4768631	MAD CRUSH
Registration Number:	4776398	GLITTER PARTY
Serial Number:	86189170	FLAPPY BIRD
Registration Number:	4647805	WHAT DOES THE FOX SAY?
Registration Number:	3158685	MAD ENGINE
Serial Number:	87516851	MAD MERCH
Registration Number:	3931281	
Registration Number:	2513951	LIFTED RESEARCH GROUP
Registration Number:	2633832	L R G
Registration Number:	2506859	
Registration Number:	3925827	LRG

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4074404	LRG
Registration Number:	4122298	LRG
Registration Number:	2958307	
Registration Number:	3931280	
Registration Number:	3633134	LUXIRIE
Registration Number:	4046201	LUXIRIE
Registration Number:	3433415	LUXIRIE
Registration Number:	3839357	LUX IRIE
Registration Number:	3886593	
Registration Number:	4060797	L R G
Registration Number:	4154594	L R G
Registration Number:	3881735	LIFTED RESEARCH GROUP
Registration Number:	3942057	LIFTED RESEARCH GROUP
Registration Number:	3848998	LUXIRIE
Registration Number:	3738210	LIFTED RESEARCH GROUP
Registration Number:	3833081	
Registration Number:	3703616	
Registration Number:	3865959	
Registration Number:	3703617	
Registration Number:	3946039	L
Registration Number:	3703618	L
Registration Number:	3946034	L R G
Registration Number:	3808565	LIFTED RESEARCH GROUP
Registration Number:	3753322	L R G
Registration Number:	3367100	
Registration Number:	3920012	
Registration Number:	3946051	L R G
Registration Number:	3367124	LIFTED RESEARCH GROUP
Registration Number:	4115126	LR GEANS
Registration Number:	4031823	LUXIRIE
Registration Number:	3990327	L
Registration Number:	4115186	
Registration Number:	4649591	HUSTLE TREES
Registration Number:	4452641	HUSTLE TREES
Registration Number:	4615772	STAY LIFTED
Serial Number:	85810795	RESEARCH
Serial Number:	85824652	LIFTED
Registration Number:	4597551	LFTD CLOTHING

Property Type	Number	Word Mark
Serial Number:	86202799	LRGIRLS
Serial Number:	86675637	LRG
Registration Number:	4637451	
Registration Number:	4750313	DOE
Registration Number:	4080207	MF
Registration Number:	3447018	MINI FINE
Registration Number:	3554143	MUSTACHE BRIGADE
Registration Number:	2772876	MIGHTY FINE
Registration Number:	2650950	FINE
Registration Number:	4551338	WELOVEFINE

CORRESPONDENCE DATA

Fax Number: 8009144240

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 614-280-3566

Email: james.murray@wolterskluwer.com

Correspondent Name: James Murray

Address Line 1: 4400 Easton Commons Way, Suite 125

Address Line 2: CT Corporation

Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER:	Gloria Sheehan
SIGNATURE:	/Gloria Sheehan/
DATE SIGNED:	03/22/2018

Total Attachments: 61

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**AMENDED AND RESTATED TRADEMARK COLLATERAL ASSIGNMENT
AND SECURITY AGREEMENT**

THIS AMENDED AND RESTATED TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT (as amended, modified, supplemented, extended, renewed, restated or replaced from time to time, this "Agreement") is made this 31st day of July, 2017 among **MAD ENGINE, LLC**, a California limited liability company ("Mad Engine"), **NEFF, LLC** ("Neff" and, together with Mad Engine, individually and collectively, "Borrower"), each having its chief executive office at 6740 Cobra Way, Suite 100, San Diego, California 92121, and **WELLS FARGO BANK, NATIONAL ASSOCIATION** ("Agent"), having a place of business at 333 South Grand Avenue, 12th Floor, Los Angeles, California 90071.

WITNESSETH:

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

WHEREAS, in order to induce Agent to enter into the Loan Agreement and the other Financing Agreements and to purchase accounts and make loans and advances and provide other financial accommodations to Borrower pursuant thereto, Borrower has agreed to grant to Agent, for its benefit and the benefit of the Lenders, certain collateral security as set forth herein;

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower 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 Loan Agreement.

2. GRANT OF SECURITY INTEREST

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

past or future infringements or dilutions thereof, (iv) the right to sue for past, present and future infringements and dilutions thereof, (v) the goodwill of Borrower's business symbolized by the foregoing or connected therewith, and (vi) all of Borrower's rights corresponding thereto throughout the world (collectively, the "Trademarks"); (b) all Trademark Licenses (as hereinafter defined); (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and (c) all products and proceeds (as that term is defined in the UCC) of the foregoing, including any claim by Borrower against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Trademark License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark License. Notwithstanding anything contained in this Agreement to the contrary, the term "Collateral" shall not include any United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law, provided that upon submission and acceptance by the United States Patent and Trademark Office (the "USPTO") of an amendment to allege use pursuant to 15 U.S.C. Section 1060(a) (or any successor provision), such intent-to-use trademark application shall be considered Collateral. For the purposes of this Agreement, "Trademark License" means (a) any licenses or other similar rights provided to Borrower in or with respect to any Trademark owned or controlled by any other Person, and (b) any licenses or other similar rights provided to any other Person in or with respect to any Trademark owned or controlled by Borrower, in each case, including the right to use any of the licenses or other similar rights described in this definition in connection with the enforcement of the Agent's rights under the Financing Agreements. Notwithstanding the foregoing, the pledge, grant of a lien and security interest, and assignments as provided herein shall not extend to, and the term "Collateral" shall not include any agreement, contract, or Trademark License in or to which Borrower has any right, title or interest to the extent such contract or agreement includes an enforceable provision containing a restriction on assignment such that (i) the creation or perfection of a security interest in the right, title or interest of Borrower therein would be prohibited or (ii) the creation or perfection of a security interest, or the assignment of, such agreement contract, or Trademark License would, in and of itself, cause or result in a default thereunder enabling another person who is a party to such agreement or contract to enforce any remedy with respect thereto; provided that the foregoing exclusion shall not apply if (a) such prohibition has been waived or such other person has otherwise consented to the creation or perfection hereunder of a security interest in such agreement or contract or (b) such prohibition would be rendered ineffective pursuant to Section 9-406, 9-407 or 9-408 of the UCC, as applicable and as then in effect in any relevant jurisdiction, or any other applicable law or principles of equity.

3. OBLIGATIONS SECURED

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

4. **REPRESENTATIONS, WARRANTIES AND COVENANTS**

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

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

(b) All of the existing Collateral is valid and subsisting in full force and effect, and Borrower owns the sole, full and clear title thereto, and the right and power to grant the security interest and conditional assignment granted hereunder. Borrower shall, at Borrower's sole expense, perform all acts and execute all documents necessary or, in Agent's sole and absolute discretion, advisable to maintain the existence of the Collateral consisting of registered Trademarks as registered trademarks and to maintain all of the Collateral as valid and subsisting, including the filing of any renewal affidavits and applications. The Collateral is not subject to any liens, claims, mortgages, assignments, licenses, security interests or encumbrances of any nature whatsoever, except: (i) the security interests granted hereunder and (ii) the licenses permitted under Section 3(e) below.

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

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

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

(f) Borrower shall, concurrently with the execution and delivery of this Agreement, execute and deliver to Agent one (1) original of a Special Power of Attorney in the form of Exhibit C annexed hereto for the implementation of the assignment, sale or other disposition of the Collateral pursuant to Agent's exercise of the rights and remedies granted to Agent hereunder.

(g) Agent may, in its sole and absolute discretion, pay any amount or do any act which Borrower fails to pay or do as required hereunder or as requested by Agent to preserve, defend, protect, maintain, record or enforce the Obligations, the Collateral or the security interest and conditional assignment granted hereunder, including, but not limited to, all filing or recording fees, court costs, collection charges, attorneys' fees and legal expenses. Borrower shall be liable to Agent for any such

payment, which payment shall be deemed an advance by Agent to Borrower, shall be payable on demand together with interest at the highest rate then applicable to the indebtedness of Borrower to Agent set forth in the Loan Agreement and shall be part of the Obligations secured hereby.

(h) Borrower shall not file any application for the registration of a Trademark with the USPTO or any similar office or agency in the United States, any State thereof, any political subdivision thereof or in any other country, unless Borrower provides Agent, within thirty (30) days, written notice of such action. If, after the date hereof, Borrower shall (i) obtain any registered Trademark, or apply for any such registration in the USPTO or in any similar office or agency in the United States, any State thereof, any political subdivision thereof or in any other country or (ii) become an owner of any trademark registrations or applications for trademark registration used in the United States, any State thereof, any political subdivision thereof or in any other country, the provisions of Section 1 hereof shall automatically apply thereto. Upon the request of Agent, Borrower shall promptly execute and deliver to Agent any and all assignments, agreements, instruments, documents and such other papers as may be requested by Agent to evidence the security interests in and conditional assignment of such Trademark in favor of Agent.

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

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

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

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

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

5. RIGHTS AND REMEDIES

Upon the occurrence of an Event of Default, and at any time thereafter, in addition to all other rights and remedies of Agent, whether provided under this Agreement, the Loan Agreement, the other Financing Agreements, applicable law or otherwise, Agent shall have the following rights and remedies which may be exercised without notice to, or consent by, Borrower except as such notice or consent is expressly provided for hereunder:

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

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

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

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

(e) Agent may first apply the proceeds actually received from any such license, assignment, sale or other disposition of any of the Collateral to the costs and expenses thereof, including attorneys' fees and all legal, travel and other expenses which may be incurred by Agent. Thereafter, Agent may apply any remaining proceeds to such of the Obligations as Agent may in its sole and absolute discretion determine. In the event the proceeds of Collateral are insufficient to satisfy all of the Obligations in full, Borrower shall remain liable for any such deficiency and shall pay Agent on demand

any such unpaid amount, together with interest at the highest rate then applicable to the indebtedness of Borrower to Agent set forth in the Loan Agreement.

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

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

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

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

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

(c) Reference Provisions.

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

(ii) Other than (i) nonjudicial foreclosure of security interests in real or personal property, (ii) the appointment of a receiver or (iii) the exercise of other provisional remedies (any of which may be initiated pursuant to applicable law), any controversy, dispute or claim (each, a "Claim") between the parties arising out of or relating to this Agreement, will be resolved by a reference proceeding in California in accordance with the provisions of Section 638 et seq. of the California Code

of Civil Procedure ("CCP"), or their successor sections, which shall constitute the exclusive remedy for the resolution of any Claim, including whether the Claim is subject to the reference proceeding. Except as otherwise provided in this Agreement, venue for the reference proceeding will be in the Superior Court or Federal District Court in the County or District where the real property, if any, is located or in a County or District where venue is otherwise appropriate under applicable law (the "Court").

(iii) The referee shall be a retired Judge or Justice selected by mutual written agreement of the parties. If the parties do not agree, the referee shall be selected by the Presiding Judge of the Court (or his or her representative). A request for appointment of a referee may be heard on an ex parte or expedited basis, and the parties agree that irreparable harm would result if ex parte relief is not granted. The referee shall be appointed to sit with all the powers provided by law. Pending appointment of the referee, the Court has power to issue temporary or provisional remedies.

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

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

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

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

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

(ix) THE PARTIES RECOGNIZE AND AGREE THAT ALL DISPUTES RESOLVED UNDER THIS REFERENCE PROVISION WILL BE DECIDED BY A REFEREE AND NOT BY A JURY. AFTER CONSULTING (OR HAVING HAD THE OPPORTUNITY TO CONSULT) WITH COUNSEL OF THEIR OWN CHOICE, EACH PARTY KNOWINGLY AND VOLUNTARILY AND FOR THEIR MUTUAL BENEFIT AGREES THAT THIS REFERENCE PROVISION WILL APPLY TO ANY DISPUTE BETWEEN THEM WHICH ARISES OUT OF OR IS RELATED TO THIS AGREEMENT.

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

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

7. MISCELLANEOUS

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

(b) Unless the context of this Agreement clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or". The words "hereof", "herein", "hereby", "hereunder", and similar terms in this Agreement refer to this Agreement as a whole and not to any particular provision of this Agreement. Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise specified. Any reference in this Agreement to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). The words "asset" and "property" shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts, and contract rights. The word "Person" means natural persons, corporations, limited liability companies, limited partnerships, general partnerships, limited liability partnerships, joint ventures, trusts, land trusts, business trusts, or other organizations, irrespective

of whether they are legal entities, and governments and agencies and political subdivisions thereof, and any reference herein to any Person shall be construed to include such Person's successors and assigns.

(c) Agent shall have the right to assign this Agreement; Borrower shall have no right to assign this Agreement; and this Agreement, the other Financing Agreements and any other document referred to herein shall inure to the benefit of and shall bind Agent and Borrower and their respective successors and assigns.

(d) No failure or delay by Agent in exercising any of its powers or rights hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any such power or right preclude other or further exercise thereof or the exercise of any other right or power. Agent's rights, remedies and benefits hereunder are cumulative and not exclusive of any other rights, remedies or benefits which Agent may have. No waiver by Agent will be effective unless in writing and then only to the extent specifically stated.

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

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


8. AMENDMENT AND RESTATEMENT

This Agreement amends, restates, replaces and supersedes in its entirety, without a break in continuity, that certain Trademark Collateral Assignment and Security Agreement, dated as of May 10, 2017, by and between Neff and Wells Fargo Bank, National Association.

[Signature Page Follows]

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

MAD ENGINE, LLC

By:  _____


Title: Chief Operating Officer, Chief Financial Officer
and Secretary

NEFF, LLC

By:  _____

Title: Chief Operating Officer, Chief Financial Officer
and Secretary

**WELLS FARGO BANK, NATIONAL
ASSOCIATION**

By:  _____

Title: Authorized Signatory


Amended and Restated Trademark Collateral Assignment and Security Agreement

TRADEMARK
REEL: 006302 FRAME: 0730

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

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






Mad Engine, LLC













<u>Trademark</u>	<u>Owner</u>	<u>Status in Trademark Office</u>	<u>Federal Registration No.</u>	<u>Registration Date</u>
SKY & OCEAN	Mad Engine, Inc.*	Pending	Serial No. 87233471	
BASIQ	Mad Engine, LLC	Pending	Serial No. 87452330	Filed May 16, 2017
RAPTOR PACK	Mad Engine, LLC	Pending	Serial No. 87418010	Filed April 20, 2017
MAD ENGINE	Mad Engine, LLC	Pending	Serial No. 87414535	Filed April 17, 2017
AMERICA FIRST	Mad Engine, Inc.*	Pending	87308594	Filed January 20, 2017
ME 97	Mad Engine, LLC	Registered	4958214	May 17, 2016
MAD CRUSH	Mad Engine, LLC	Registered	4768631	July 7, 2015
GLITTER PARTY	Mad Engine, LLC	Registered	4776398	July 21, 2015
FLAPPY BIRD	Mad Engine, LLC	Pending	Serial No. 86189170	Filed February 10, 2014
WHAT DOES THE FOX SAY	Mad Engine, LLC	Registered	4647805	December 2, 2014
	Mad Engine, LLC	Registered	3158685	October 17, 2006
MAD MERCH	Mad Engine, LLC	Pending	87516851	July 5, 2017














*Conversion to be recorded before USPTO, to Mad Engine, LLC














Mighty Fine, LLC trademarks acquired pursuant to the LRG Purchase Agreement














<u>Case No.</u>	<u>Country</u>	<u>Mark/Title</u>	<u>Filing Date/ Appln. No.</u>	<u>Reg. No./ Reg. Date</u>
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Case No.	Country	Mark/Title	Filing Date/ Appl. No.	Reg. No./ Reg. Date
LIFTE-001AU	Australia	L-R-G	09/14/2000 850305	850305 05/29/2002
LIFTE-001CO	Colombia	L-R-G	03/04/2002 2002019585	265406 04/09/2005
LIFTE-001HK	Hong Kong	L-R-G	02/04/2004 300152757	300152757 07/16/2004
LIFTE-001KS	South Korea	L-R-G	02/28/2002 200209712	543804 03/25/2003
LIFTE-001NO	Norway	L-R-G	04/08/2005 200503177	231756 4/3/2006
LIFTE-001NZ	New Zealand	L-R-G	09/18/2000 623260	623260 01/10/2002
LIFTE-001RC	China	L R G	12/12/2005 5056316	5056316 08/28/2013
LIFTE-001RC2	China	L R G	12/27/2004 4435419	4435419 11/21/2009
LIFTE-001SA	South Africa	L-R-G	04/05/2005 2005/06516	2005/06516 05/13/2008
LIFTE-001SW	Switzerland	L-R-G	09/19/2000 11152/2000	481698 02/19/2001
LIFTE-001TI	Taiwan	L-R-G	09/15/2000 89053498	990662 03/16/2002
LIFTE-002AU	Australia		09/14/2000 850303991671	850303 07/20/2001
LIFTE-002AU1	Australia		05/10/2007 1175419	1175419 09/22/2008
LIFTE-002AU2	Australia		04/01/2005 1048863	1048863 11/14/2005
LIFTE-002BNI	Bangladesh		05/14/2007 106081	
LIFTE-002BN2	Bangladesh		05/14/2007 106082	



Case No.	Country	Mark/Title	Filing Date/ Appln. No.	Reg. No./ Reg. Date
LIFTE-002BR1	Brazil		05/14/2007 829140565	829140565 10/11/2011
LIFTE-002BR2	Brazil		5/17/2007 829140522	829140522 01/19/2010
LIFTE-002CA	Canada		05/09/2007 1,346,779	TMA846,673 03/20/2013
LIFTE-002CA2	Canada		04/11/2005 1,030,833(1)	TMA563,684 01/22/2008
LIFTE-002CB1	Cambodia		05/29/2007 KH/07/27943	HK26639/2007 06/28/2007
LIFTE-002CB2	Cambodia		05/29/2007 KH/07/27944	KH26640/2007 06/28/2007
LIFTE-002EU	Europe		05/09/2007 005887121	005887121 04/17/2008
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LIFTE-002HK	Hong Kong		02/13/2004 300157905	300157905 02/13/2004
LIFTE-002HK2	Hong Kong		04/04/2005 300396793	300396793 04/04/2005
LIFTE-002HK1	Hong Kong		5/9/2007 300867213	300867213 05/09/2007
LIFTE-002HO1	Honduras		06/22/2007 2104/2007	08/20/2008 106.156

Case No.	Country	Mark/Title	Filing Date/ Appl. No.	Reg. No./ Reg. Date
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LIFTE-002IN	Indonesia		05/31/2007 D00.2007.01722 3	IDM000254457 06/28/2010
LIFTE-002JP	Japan		05/18/2007 2007-49840	5377065 12/17/2010
LIFTE-002JP2	Japan		04/01/2005 28999/2005	4942749 04/07/2006
LIFTE-002KS	South Korea		04/12/2005 2005-15971	666575 06/15/2006
LIFTE-002KS1	South Korea		05/09/2007 2007-1862	45-002521 11/28/2008
LIFTE-002KS2	South Korea		04/18/2005 2005-16947	659710 04/24/2006
LIFTE-002MA	Mongolia		08/01/2007 7238	6640 08/01/2007
LIFTE-002MC2	Macao		05/23/2007 N/028975	N/028975 11/27/2007
LIFTE-002MX1	Mexico		05/15/2007 854464	991670 06/29/2007
LIFTE-002MX3	Mexico		05/15/2007 854444	1015174 11/30/2007
LIFTE-002MX4	Mexico		05/15/2007 854445	990993 06/28/2007

Case No.	Country	Mark/Title	Filing Date/ Appl. No.	Reg. No./ Reg. Date
LIFTE-002MX5	Mexico		05/15/2007 854446	991667 06/29/2007
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LIFTE-002MX7	Mexico		05/15/2007 854448	998133 08/17/2007
LIFTE-002NO2	Norway		04/08/2005 200503196	231788 04/04/2006
LIFTE-002NO	Norway		05/11/2007 200705404	09/30/2008
LIFTE-002NZ	New Zealand		09/18/2000 623259	623259 03/22/2001
LIFTE-002NZ1	New Zealand		05/10/2007 768135	768135 02/08/2008
LIFTE-002NZ2	New Zealand		04/01/2005 727527	727527 10/06/2005
LIFTE-002PH	Philippines		05/17/2007 4-2007-004928	4-2007-004928 12/17/2007
LIFTE-002PK1	Pakistan		05/18/2007 236528	236528 07/26/2011
LIFTE-002PK2	Pakistan		05/18/2007 236525	236525 05/18/2007
LIFTE-002RC	China		09/15/2000 2000143300	1661445 11/07/2001
LIFTE-002RC2	China		04/04/2005 4581787	4581787 12/21/2008

Case No.	Country	Mark/Title	Filing Date/ Appl. No.	Reg. No./ Reg. Date
LIFTE-002RC3	China		05/18/2007 6056129	6056129 01/21/2010
LIFTE-002RC4	China		05/22/2007 6064224	6064224 01/28/2010
LIFTE-002RC5	China		05/22/2007 6064214	6064214 12/28/2009
LIFTE-002RC6	China		05/18/2007 6056131	6056131 03/21/2010
LIFTE-002RC7	China		05/18/2007 6056130	6056130 05/14/2010
LIFTE-002RU	Russia		05/11/2007 2007713906	354588 07/08/2008
LIFTE-002SA	South Africa		04/05/2005 2005/06515	2005/06515 01/16/2009
LIFTE-002SA1	South Africa		05/14/2007 2007/09911	2007/09911 02/23/2010
LIFTE-002SL1	Sri Lanka		05/11/2007 138808	138808 05/11/2007
LIFTE-002SL2	Sri Lanka		05/11/2007 138807	138807 09/17/2014
LIFTE-002SW	Switzerland		09/19/2000 11153/2000	481776 02/19/2001
LIFTE-002SW2	Switzerland		04/12/2005 5297/2005	533872 06/09/2005
LIFTE-002T2	U.S.		05/07/2007 77/174,975	3,931,281 03/15/2011

Case No.	Country	Mark/Title	Filing Date/ Appl. No.	Reg. No./ Reg. Date
LIFTE-002TI	Taiwan		09/15/2000 89053490	995173 04/16/2002
LIFTE-002TH1	Taiwan		05/11/2007 96021808	01320332 07/16/2008
LIFTE-002TI2	Taiwan		04/07/2005 94015946	01283767 10/16/2007
LIFTE-002TK	Turkey		05/15/2007 2007/26277	2007/26277 05/15/2007
LIFTE-002TL1	Thailand		05/17/2007 661252	TM277159 03/05/2008
LIFTE-002TL2	Thailand		05/17/2007 661253	TM277160 03/05/2008
LIFTE-002VT	Vietnam		05/16/2007 4-2007-08607	117192 12/31/2008
LIFTE-003CA	Canada	 (This file corresponds to LIFTE-002CA2. We filed an application for LIFTE-003CA which was accepted for Registration under Reg. No. TMA563684. We then wanted to file an additional application in Canada for the same mark (Old Tree Design) but in Int'l. Class 18. Thus, the FA combined the additional goods/wares of the new application to the pre-existing	09/30/1999 1030833	TMA563684 06/19/2002

Case No.	Country	Mark/Title	Filing Date/ Appln. No.	Reg. No./ Reg. Date
		registration of LIFTE-003CA. Therefore the two are combined and will be renewed as one entity following the renewal date for LIFTE-003CA which is 06/19/2017.)		
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LIFTE-003JP	Japan		09/28/1999 11-086905	4404703 07/28/2000
LIFTE-006AU	Australia	LIFTED RESEARCH GROUP	10/11/2001 891729	891729 05/22/2002
LIFTE-006AU1	Australia	LIFTED RESEARCH GROUP	05/10/2007 1175421	1175421 08/18/2008
LIFTE-006BN1	Bangladesh	LIFTED RESEARCH GROUP	05/14/2007 106081	106083 11/14/2012
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LIFTE-006BR4	Brazil	LIFTED RESEARCH GROUP	05/17/2007 829140573	829140573 11/03/2010
LIFTE-006BR5	Brazil	LIFTED RESEARCH GROUP	05/17/2007 829140379	82914037 11/10/2009
LIFTE-006BR6	Brazil	LIFTED RESEARCH GROUP	05/17/2007 829140506	829140506 11/10/2009
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Case No.	Country	Mark/Title	Filing Date/ Appln. No.	Reg. No./ Reg. Date
		RESEARCH GROUP	829140514	11/10/2009
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LIFTE-006CB2	Cambodia	LIFTED RESEARCH GROUP	05/29/2007 KH/07/27956	KH26652/2007 06/28/2007
LIFTE-006EU	Europe	LIFTED RESEARCH GROUP	04/04/2000 1591478	1591478 08/21/2001
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LIFTE-006HK	Hong Kong	LIFTED RESEARCH GROUP	02/13/2004 300157914	300157914 02/13/2004
LIFTE-006HK1	Hong Kong	LIFTED RESEARCH GROUP	05/09/2007 300867222	300867222 05/09/2007
LIFTE-006HO	Honduras	LIFTED RESEARCH GROUP	04/11/2005 6740/2005	97.876 08/04/2006
LIFTE-006HO1	Honduras	LIFTED RESEARCH GROUP	06/22/2007 21002/2007	108465 03/03/2009
LIFTE-006IA	India	LIFTED RESEARCH GROUP	05/16/2007 1559243	1559243 01/12/2011
LIFTE-006IN	Indonesia	LIFTED RESEARCH GROUP	05/31/2007 D00.2007.01721 5	IDM000192751 09/10/2009
LIFTE-006JP1	Japan	LIFTED RESEARCH GROUP	05/11/2007 2007-46994	5222098 04/10/2009
LIFTE-006KS	South Korea	LIFTED RESEARCH GROUP	02/11/2004 2004-5845	628900 08/23/2005
LIFTE-006KS1	South Korea	LIFTED RESEARCH GROUP	05/15/2007 2007-1947	11/12/2008 45-0025343


Case No.	Country	Mark/Title	Filing Date/ Appl. No.	Reg. No./ Reg. Date
LIFTE-006MA	Mongolia	LIFTED RESEARCH GROUP	08/01/2007 7239	6641 08/01/2007
LIFTE-006MC2	Macao	LIFTED RESEARCH GROUP	05/23/2007 N/028977	N/028977 11/27/2007
LIFTE-006MX	Mexico	LIFTED RESEARCH GROUP	04/12/2005 697499	884646 05/30/2005
LIFTE-006MX1	Mexico	LIFTED RESEARCH GROUP	05/15/2007 854466	989980 06/26/2007
LIFTE-006MX3	Mexico	LIFTED RESEARCH GROUP	05/15/2007 854437	1010085 10/31/2007
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LIFTE-006MX5	Mexico	LIFTED RESEARCH GROUP	05/15/2007 854439	990476 06/27/2007
LIFTE-006MX6	Mexico	LIFTED RESEARCH GROUP	05/15/2007 854440	990477 06/27/2007
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LIFTE-006NO1	Norway	LIFTED RESEARCH GROUP	05/11/2007 200705406	245484 04/18/2008
LIFTE-006NZ	New Zealand	LIFTED RESEARCH GROUP	09/14/2001 645406	645406 03/02/2002
LIFTE-006NZ1	New Zealand	LIFTED RESEARCH GROUP	05/10/2007 768137	768137 03/13/2008
LIFTE-006PA5	Panama	LIFTED RESEARCH GROUP	07/08/2010 191507	191507 (11/26/2010)
LIFTE-006PE	Peru	LIFTED RESEARCH GROUP	01/28/2005 231285	00135442 01/22/2008
LIFTE-006PH	Philippines	LIFTED RESEARCH GROUP	05/17/2007 4-2007-004929	4-2007-004929 12/17/2007

Case No.	Country	Mark/Title	Filing Date/ Appln. No.	Reg. No./ Reg. Date
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LIFTE-006RC	China	LIFTED RESEARCH GROUP	02/13/2004 3911405	3911405 05/21/2007
LIFTE-006RC3	China	LIFTED RESEARCH GROUP	05/18/2007 6056136	60561356 03/14/2010
LIFTE-006RC4	China	LIFTED RESEARCH GROUP	05/22/2007 6064225	6064225 01/28/2010
LIFTE-006RC5	China	LIFTED RESEARCH GROUP	05/22/2007 6064233	6064233 12/28/2009
LIFTE-006RC6	China	LIFTED RESEARCH GROUP	05/18/2007 6056135	6056135 03/21/2010
LIFTE-006RC7	China	LIFTED RESEARCH GROUP	05/18/2007 6056137	6056137 06/21/2010
LIFTE-006RC8	China	LIFTED RESEARCH GROUP	08/24/2016 21081105	
LIFTE-006RU	Russia	LIFTED RESEARCH GROUP	03/06/2006 2006705053	327670 06/05/2007
LIFTE-006RU1	Russia	LIFTED RESEARCH GROUP	05/11/2007 2007713894	354723 07/10/2008
LIFTE-006SA	South Africa	LIFTED RESEARCH GROUP	04/11/2005 2005/06941	2005/06941 07/15/2008
LIFTE-006SL1	Sri Lanka	LIFTED RESEARCH GROUP	06/07/2007 138804	13884 12/27/2013
LIFTE-006SL2	Sri Lanka	LIFTED RESEARCH GROUP	05/11/2007 138805	138805 09/17/2014
LIFTE-006SW	Switzerland	LIFTED RESEARCH GROUP	10/22/2001 10194/2001	495715 10/22/2001
LIFTE-006SW1	Switzerland	LIFTED RESEARCH GROUP	05/11/2007 55096/2007	562.292 09/13/2007

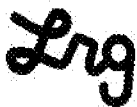
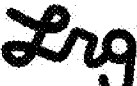
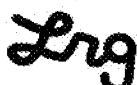
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LIFTE-006T	U.S.	LIFTED RESEARCH GROUP	09/21/1999 75/804,444	2513951 12/04/2001
LIFTE-006TI	Taiwan	LIFTED RESEARCH GROUP	09/14/2001 90038414	1027357 12/16/2002
LIFTE-006TI1	Taiwan	LIFTED RESEARCH GROUP	05/11/2007 96021801	01334222 10/16/2008
LIFTE-006TK	Turkey	LIFTED RESEARCH GROUP	05/15/2007 2007/26278	2007/26278 05/15/2007
LIFTE-006TL1	Thailand	LIFTED RESEARCH GROUP	05/17/2007 661254	TM277161 03/05/2008
LIFTE-006TL2	Thailand	LIFTED RESEARCH GROUP	05/17/2007 661255	TM280357 05/20/2008
LIFTE-006VT	Vietnam	LIFTED RESEARCH GROUP	04/12/2005 4-2005-04002	81637 05/02/2007
LIFTE-006VT1	Vietnam	LIFTED RESEARCH GROUP	05/16/2007 4-2007-08610	199382 01/29/2013
LIFTE-007AU	Australia	L R G	05/09/2007 1175208	11/14/2008 1175208
LIFTE-007BN1	Bangladesh	L R G	05/14/2007 106012	106012 11/14/2012
LIFTE-007BN2	Bangladesh	L R G	05/14/2007 106011	106011 10/09/2012
LIFTE-007BR3	Brazil	L R G	05/14/2007 829140492	829140492 10/22/2013
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LIFTE-007BR7	Brazil	L R G	05/17/2007 829140549	829140549 10/22/2013
LIFTE-007CA	Canada	L R G	04/10/2000 1054546	TMA580915 05/07/2003
LIFTE-007CA1	Canada	L R G	05/08/2007 1,346,539	TMA875,835 04/16, 2014
LIFTE-007CB1	Cambodia	L R G	05/29/2007 KH/07/27949	KH26645/2007 06/28/2007
LIFTE-007CB2	Cambodia	L R G	05/29/2007	KH26646/2007

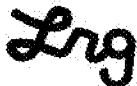


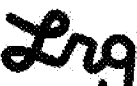









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			KH/07/27950	06/28/2007
LIFTE-007CR	Costa Rica	L R G	04/21/2006 2006-3362	168328 06/12/2007
LIFTE-007EU	Europe	L R G	04/04/2000 1591452	1591452 08/22/2001
LIFTE-007HK	Hong Kong	L R G	05/09/2007 300867178	300867178 05/09/2007
LIFTE-007HO1	Honduras	L R G	06/22/2007 21001/2007	07/31/2008 105.950
LIFTE-007HO2	Honduras	L R G	06/22/2007 23439/2007	08/29/2008 106.376
LIFTE-007IA	India	L R G	03/16/2006 1434265	1434265 02/13/2010
LIFTE-007IA1	India	L R G	05/16/2007 1559244	1559244 01/12/2011
LIFTE-007IN	Indonesia	L R G	04/13/2006 D00.2006.01156 0	IDM000143772 10/29/2007
LIFTE-007IN1	Indonesia	L R G	05/31/2007 D00.2007.01721 6	IDM000188280 06/14/2009
LIFTE-007JP	Japan	L R G	04/04/2000 34209/2000	4733243 12/12/2003
LIFTE-007JP1	Japan	L R G	05/11/2007 2007-46995	5253377 07/31/2009
LIFTE-007JP2	Japan	L R G	04/13/2006 022148/2006	5007154 12/01/2006
LIFTE-007KS	South Korea	L R G	05/08/2007 2007-24722	755438 07/30/2008
LIFTE-007MA	Mongolia	L R G	08/01/2007 7240	6642 08/01/2007
LIFTE-007MC2	Macao	L R G	05/23/2007 N/028971	N/028971 11/27/2007
LIFTE-007MX2	Mexico	L R G	05/15/2007 854460	989592 06/25/2007
LIFTE-007MX3	Mexico	L R G	05/15/2007 854458	1010087 11/31/2007
LIFTE-007MX4	Mexico	L R G	05/15/2007 854456	989591 06/25/2007
LIFTE-007MX5	Mexico	L R G	05/15/2007 854459	989979 06/26/2007
LIFTE-007MX6	Mexico	L R G	05/15/2007 854455	1010086 10/31/2007
LIFTE-007MX7	Mexico	L R G	05/15/2007	991669














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			854457	06/29/2007
LIFTE-007MU	Mauritius	LRG	03/19/2012 MU/M12/14853	12898/2012 03/19/2012
LIFTE-007NA	Namibia	LRG	02/23/2012 2012/0267	NA/T/2012/267 09/15/2015
LIFTE-007NO	Norway	LRG	05/09/2007 200705332	244612 02/29/2008
LIFTE-007NZ	New Zealand	LRG	05/09/2007 768069	768069 05/15/2008
LIFTE-007PA1	Panama	LRG	09/03/2012 216134	216134 09/03/2012
LIFTE-007PA2	Panama	LRG	09/03/2012 216133	216133 09/03/2012
LIFTE-007PH	Philippines	LRG	03/22/2006 04-2006-003255	4-2006-003255 03/26/2007
LIFTE-007PH1	Philippines	LRG	05/17/2007 4-2007-004927	4-2007-004927 12/17/2007
LIFTE-007PK	Pakistan	LRG	03/24/2006 219990	219990 09/17/2014
LIFTE-007PK1	Pakistan	LRG	05/18/2007 236518	236518 11/25/2011
LIFTE-007RC	China	LRG	03/17/2006 5220708	5220708 08/28/2013
LIFTE-007RC2	China	LRG	09/20/2004 200910622	4277597 04/28/2009
LIFTE-007RC3	China	LRG	05/18/2007 6056143	6056143 01/21/2010
LIFTE-007RC4	China	LRG	05/22/2007 6064226	6064226 02/28/2010
LIFTE-007RC5	China	LRG	05/22/2007 6064232	6064232 12/28/2009
LIFTE-007RC6	China	LRG	05/18/2007 6056144	6056144 03/21/2010
LIFTE-007RC7	China	LRG	05/18/2007 6056142	6056142 05/14/2010
LIFTE-007SG	Singapore	LRG	04/18/2006 T06107206G	T06/07207E 04/18/2006
LIFTE-007SL1	Sri Lanka	LRG	05/11/2007 138803	
LIFTE-007SL2	Sri Lanka	LRG	05/11/2007 138806	138806 07/28/2015
LIFTE-007SW	Switzerland	LRG	05/11/2007	562.291







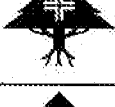




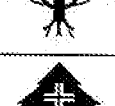

Case No.	Country	Mark/Title	Filing Date/ Appl. No.	Reg. No./ Reg. Date
			55081/2007	09/13/2007
LIFTE-007T	U.S.	L R G	09/21/1999 75/804,445	2633832 10/15/2002
LIFTE-007TI	Taiwan	L R G	05/11/2007 96021802	01320329 07/16/2008
LIFTE-007TK	Turkey	L R G	03/24/2006 2006-G-46165	2006/11692 05/06/2016
LIFTE-007TK1	Turkey	L R G	05/11/2007 2007/25693	2007/25693 05/11/2007
LIFTE-007UR	Uruguay	L R G	03/16/2006 369531	369531 08/23/2007
LIFTE-007VT	Vietnam	L R G	04/06/2007 4-2007-05855	116712 12/23/2008
LIFTE-007VT1	Vietnam	L R G	05/16/2007 4-2007-08611	199381 01/29/2013
LIFTE-008T	U.S.		01/26/2001 76/200,608	2506859 11/13/2001
LIFTE-011JP	Japan	LIFTED RESEARCH GROUP	06/15/2001 54658/2001	4589725 07/26/2002
LIFTE-015CA	Canada	L R G	01/18/2002 1128573	TMA599,900 01/19/2004
LIFTE-015EU	Europe	L R G	11/22/2001 2473601	2473601 01/08/2003
LIFTE-015JP	Japan	L R G	11/22/2001 2001104912	4811002 10/15/2004
LIFTE-015MX	Mexico	L R G	03/23/2006 773453	928252 03/31/2006
LIFTE-015SG	Singapore	L R G	04/18/2006 T06/07206G	T06/07206G 04/18/2006
LIFTE-016AU	Australia	LIFTED RESEARCH GROUP	11/22/2001 895795	895795 07/01/2004
LIFTE-016CA	Canada	LIFTED RESEARCH GROUP	11/22/2001 1123051	TMA628,988 12/22/2005
LIFTE-016EU	Europe	LIFTED RESEARCH GROUP	11/22/2001 2473627	2473627 01/08/2003
LIFTE-016HK	Hong Kong	LIFTED RESEARCH GROUP	03/14/2005 300401822	300401822 04/13/2005
LIFTE-016KS	South Korea	LIFTED	04/11/2005	659708














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		RESEARCH GROUP	2005-15698	04/24/2006
LIFTE-016NO	Norway	LIFTED RESEARCH GROUP	04/15/2005 200503463	233864 07/14/2006
LIFTE-016NZ	New Zealand	LIFTED RESEARCH GROUP	04/11/2005 727894	727894 10/13/2005
LIFTE-016RC	China	LIFTED RESEARCH GROUP	04/15/2005 4605214	4605214 09/07/2009
LIFTE-016SW	Switzerland	LIFTED RESEARCH GROUP	04/13/2005 53028/2005	536499 08/29/2005
LIFTE-016TI	Taiwan	LIFTED RESEARCH GROUP	11/23/2001 90047972	1037633 03/16/2003
LIFTE-017AU	Australia	L-R-G	11/22/2001 895794	895794 07/01/2002
LIFTE-017HK	Hong Kong	L-R-G	04/07/2005 300398593	300398593 04/07/2005
LIFTE-017KS	South Korea	L-R-G	04/06/2005 2005-14882	659707 04/24/2006
LIFTE-017NZ	New Zealand	L-R-G	04/04/2005 727638	727638 10/06/2005
LIFTE-017RC	China	L-R-G	04/08/2005 4590651	4590651 02/21/2009
LIFTE-017SW	Switzerland	L-R-G 18&	04/07/2005 53025/2005	536,355 08/23/2005
LIFTE-017TI	Taiwan	L-R-G	11/23/2001 90047973	1037634 03/16/2003
LIFTE-017VT	Vietnam	L-R-G	04/18/2006 SD4-2006-00210	
LIFTE-018CR	Costa Rica	LIFTED RESEARCH GROUP	12/14/2005 2005-9598	168705 06/18/2007
LIFTE-018GU	Guatemala	LIFTED RESEARCH GROUP	5/22/2007 066868	156593 05/11/2008
LIFTE-018JP	Japan	LIFTED RESEARCH GROUP	11/28/2001 106109/2001	4843022 03/04/2005
LIFTE-019HK	Hong Kong		03/28/2006 300608869	300608869 03/28/2006













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LIFTE-019JP	Japan		01/27/2006 0062a4/2006	4989974 09/22/2006
LIFTE-019JP1	Japan		05/18/2007 2007-49841	5240074 06/19/2009
LIFTE-019JP2	Japan		07/14/2008 2008-57375	5432708 08/19/2011
LIFTE-019KS1	South Korea		05/17/2007 2007-26776	757889 08/20/2008
LIFTE-019KS2	South Korea		05/17/2007 2007-1989	23779 07/02/2008
LIFTE-019RC1	China		05/18/2007 6056140	6056140 03/14/2010
LIFTE-019RC3	China		05/18/2007 6056139	6056139 01/21/2010
LIFTE-019RC4	China		05/22/2007 6064229	6064229 05/21/2010
LIFTE-019RC5	China		05/22/2007 6064215	6064215 04/14/2010
LIFTE-019RC6	China		05/18/2007 6056138	6056138 03/21/2010
LIFTE-019RC7	China		05/18/2007 6056141	6056141 05/14/2010
LIFTE-019T	U.S.		05/04/2007 77/173,650	3,925,827 03/01/2011
LIFTE-019T2	U.S.		5/7/2007 77/174,963	4,074,404 12/20/2011













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LIFTE-019T3	U.S.		5/7/2007 77/975,766	4,122,298 04/03/2012
LIFTE-019T1	Taiwan		03/23/2006 950/4327	01239411 11/30/2006
LIFTE-019TL1	Thailand		05/16/2008 695682	695682 08/18/2009
LIFTE-019TL2	Thailand		05/16/2008 695683	695683 08/18/2009
LIFTE-019VT	Vietnam		04/13/2006 4-2006-05753	99618 04/16/2008
LIFTE-025AR2	Argentina		02/13/2006 2.650.657	2.155.044 04/27/2007
LIFTE-025AU	Australia		02/02/2004 987074	987074 02/02/2004
LIFTE-025AU1	Australia		5/10/2007 1175420	1175420 08/01/2008
LIFTE-025AU2	Australia		03/31/2005 1048575	1048575 11/07/2005
LIFTE-025AU3	Australia		03/20/2006 1104404	1104404 10/30/2006
LIFTE-025BN1	Bangladesh		05/14/2007 106085	
LIFTE-025BN2	Bangladesh		05/14/2007 106086	
LIFTE-025BO1	Bolivia		02/07/2006 SM-0462-06	06/12/2007 108896-C














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LIFTE-025BR	Brazil		05/14/2007 829140212	829140212 01/19/2010
LIFTE-025BR2	Brazil		03/13/2006 828263574	828263574 02/02/2010
LIFTE-025BR3	Brazil		03/22/2006 828273170	828273170 07/20/2010
LIFTE-025BR4	Brazil		05/17/2007 829140581	829140581 01/19/2010
LIFTE-025BR5	Brazil		05/17/2007 829140190	829140190 01/19/2010
LIFTE-025BR6	Brazil		05/17/2007 829140328	829140328 01/19/2010
LIFTE-025BR7	Brazil		05/17/2007 829140298	829140298 01/19/2010
LIFTE-025CA	Canada		02/05/2004 1,205,410	TMA630,472 01/18/2005
LIFTE-025CA1	Canada		05/08/2007 1,346,543	TMA850,839 05/14/2013
LIFTE-025CB1	Cambodia		05/29/2007 KH/07/27945	KH26641/2007 06/28/2007
LIFTE-025CB2	Cambodia		05/29/2007 KH/07/27946	KH26642/2007 06/28/2007
LIFTE-025CE2	Chile		02/14/2006 720.181	763920 08/02/2006
LIFTE-025CO2	Colombia		02/17/2006 6016075	321278 10/04/2006













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LIFTE-025EU	Europe		02/03/2004 003646551	003646551 07/04/2005
LIFTE-025HK	Hong Kong		02/02/2004 300150489	300150489 02/02/2004
LIFTE-025HK1	Hong Kong		05/09/2007 300867231	300867231 05/09/2007
LIFTE-025HK2	Hong Kong		04/04/2005 300396784	300396784 04/04/2005
LIFTE-025HK3	Hong Kong		03/28/2006 300608878	300608878 03/27/2006
LIFTE-025HO1	Honduras		06/22/2007 21000/2007	123032 01/31/2013
LIFTE-025HO2	Honduras		06/22/2007 20999/2007	08/20/2008 106.127
LIFTE-025IA	India		05/21/2007 1560334	1560334 01/12/2011
LIFTE-025IN	Indonesia		05/31/2007 D00.2007.01721 7	IDM000254454 06/28/2010
LIFTE-025JP	Japan		02/05/2004 2004-9893	4805365 09/24/2004
LIFTE-025JP1	Japan		05/11/2007 2007-46996	5222099 04/10/2009
LIFTE-025JP2	Japan		03/31/2005 028318/2005	4937245 03/17/2006
LIFTE-025KS	South Korea		02/06/2004 2004-5083	638383 11/09/2005












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LIFTE-025KS1	South Korea		05/08/2007 2007-1839	24053 07/30/2008
LIFTE-025KS2	South Korea		04/01/2005 2005-14335	659706 04/24/2006
LIFTE-025MA	Mongolia		08/01/2007 7241	6643 08/01/2007
LIFTE-025MC2	Macao		05/23/2007 N/028973	N/028973 11/27/2007
LIFTE-025MX1	Mexico		05/15/2007 854465	991671 06/29/2007
LIFTE025MX3	Mexico		03/22/2006 773203	934888 05/26/2006
LIFTE-025MX4	Mexico		05/15/2007 854450	990995 06/28/2007
LIFTE-025MX5	Mexico		05/15/2007 854451	991668 06/29/2007
LIFTE-025MX6	Mexico		05/15/2007 854453	1012727 11/22/2007
LIFTE-025MX7	Mexico		05/15/2007 854454	997002 08/08/2007
LIFTE-025MX8	Mexico		05/15/2007 854449	1008948 10/29/2007
LIFTE-025MU	Mauritius		03/19/2012 MU/M12/14854	12899/2012 03/19/2012
LIFTE-025NA	Namibia		02/23/2012 2012/0266	










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LIFTE-025NO	Norway		02/04/2004 200400709	226805 05/27/2005
LIFTE-025NO1	Norway		05/11/2007 200705405	09/30/2008 247882
LIFTE-025NO2	Norway		04/08/2005 200503195	231784 04/04/2006
LIFTE-025NO3	Norway		03/21/2006 200602937	237136 01/05/2007
LIFTE-025NZ	New Zealand		02/02/2004 707553	707553 08/06/2004
LIFTE-025NZ1	New Zealand		05/10/2007 768134	768134 02/08/2008
LIFTE-025NZ2	New Zealand		03/31/2005 727470	727470 09/30/2005
LIFTE-025PE1	Peru		10/15/2007 332109 (Formerly- 02/17/2006 269637)	187043 03/12/2012
LIFTE-025PE2	Peru		02/17/2006 269636	115275 05/12/2006
LIFTE-025PH	Philippines		05/17/2007 4-2007-004930	4-2007-004930 05/19/2008
LIFTE-025PK1	Pakistan		05/18/2007 236524	236524 11/25/2011
LIFTE-025PK2	Pakistan		05/18/2007 236523	236523 05/18/2007





Case No.	Country	Mark/Title	Filing Date/ Appl. No.	Reg. No./ Reg. Date
LIFTE-025RC	China		02/04/2004 3902169	3902169 03/07/2007
LIFTE-025RC1	China		04/04/2005 4584770	4584770 12/21/2008
LIFTE-025RC2	China		03/23/2006 5234771	5234771 07/28/2009
LIFTE-025RC3	China		05/18/2007 6056134	6056134 01/21/2010
LIFTE-025RC4	China		05/22/2007 6064227	6064227 01/28/2010
LIFTE-025RC5	China		05/22/2007 6064231	6064231 12/28/2009
LIFTE-025RC6	China		05/18/2007 6056128	6056128 03/21/2010
LIFTE-025RC7	China		05/18/2007 6056133	6056133 06/28/2010
LIFTE-025RC8	China		09/20/2004 4277596	4277596 10/07/2008
LIFTE-025RU	Russia		03/06/2006 2006705054	338865 12/06/2007
LIFTE-025RU1	Russia		05/16/2007 2007714444	354278 07/02/2008
LIFTE-025SA	South Africa		04/05/2005 2005/06514	2005/06514 01/16/2009







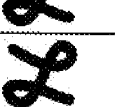
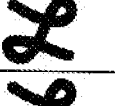


Case No.	Country	Mark/Title	Filing Date/ Appl. No.	Reg. No./ Reg. Date
LIFTE-025SA1	South Africa		05/14/2007 2007/09914	2007/09914 09/13/2010
LIFTE-025SL1	Sri Lanka		05/09/2007 138783	138783 09/23/2014
LIFTE-025SL2	Sri Lanka		05/10/2007 138784	138784 09/17/2014
LIFTE-025SW	Switzerland		02/02/2004 50594/2004	534.687 06/30/2005
LIFTE-025SW1	Switzerland		05/11/2007 55094/2007	582922 02/12/2009
LIFTE-025SW2	Switzerland		04/12/2005 52995/2005	533.871 06/09/2005
LIFTE-025T	U.S.		08/06/2003 78/284,069	2,958,307 05/31/2005
LIFTE-025T2	U.S.		05/07/2007 77/174,970	3,931,280 03/15/2011
LIFTE-025TI1	Taiwan		05/11/2007 96021806	01320331 07/16/2008
LIFTE-025TI	Taiwan		02/03/2004 93004051	01123728 10/16/2004
LIFTE-025TI2	Taiwan		04/06/2005 94015612	01196324 02/16/2006
LIFTE-025TI3	Taiwan		03/20/2006 95013386	01239404 12/01/2006
LIFTE-025TK	Turkey		05/15/2007 2007/26279	2007/26279 05/15/2007

Case No.	Country	Mark/Title	Filing Date/ Appl. No.	Reg. No./ Reg. Date
LIFTE-025TL1	Thailand		05/17/2007 661256	TM279252 04/23/2008
LIFTE-025TL2	Thailand		05/17/2007 661257	TM279253 04/23/2008
LIFTE-025VNI	Venezuela		04/18/2006 2006-008048	P-282310 12/17/2007
LIFTE-025VN2	Venezuela		04/18/2006 2006-008050	P-282311 12/17/2007
LIFTE-025VT	Vietnam		05/16/2007 4-2007-08609	117265 01/05/2009
LIFTE-025VT3	Vietnam		04/13/2006 4-2006-05752	99617 04/16/2008
LIFTE-026AB	Albania		05/14/2007 AL/T/2007/164	11616 01/29/2008
LIFTE-026AR1	Argentina		11/23/2005 2.634.123	2.333.438 12/03/2009
LIFTE-026BD1	Bermuda		12/07/2005 45093	45093 12/07/2005
LIFTE-026BD2	Bermuda		12/07/2005 45092	45092 12/7/2005
LIFTE-026BG	Bulgaria		05/02/2007 95727	69343 04/02/2009
LIFTE-026BR	Brazil		01/04/2005 827045972	827045972 07/20/2010

Case No.	Country	Mark/Title	Filing Date/ Appl. No.	Reg. No./ Reg. Date
LIFTE-026BS1	Bahamas		11/08/2005 28880	28880 11/17/2010
LIFTE-026CE1	Chile		11/10/2005 710.439	895453 08/30/2010
LIFTE-026CO1	Colombia		11/08/2005 5113462	317544 06/27/2006
LIFTE-026CR1	Costa Rica		12/14/2005 2005-0009600	168323 06/12/2007
LIFTE-026CR2	Costa Rica		12/14/2005	164823 12/15/2006
LIFTE-026CS	Serbia & Montenegro		05/04/2007 Z-969/2007	55841 08/29/2008
LIFTE-026CT	Croatia		04/30/2007 Z20070793A	Z20070793 02/25/2008
LIFTE-026GE	Georgia		05/02/2007 43012/03	M18623 07/31/2008
LIFTE-026GU1	Guatemala		05/22/2007 068984	157908 07/08/2008
LIFTE-026GU2	Guatemala		05/23/2007 068983	160033 10/29/2008
LIFTE-026IA1	India		12/30/2005 1410159	1410159 03/29/2008










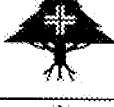



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LIFTE-026IS	Israel		05/01/2007 199,837	199,837 05/01/2007
LIFTE-026JM1	Jamaica		01/05/2006 47899	47,899 01/05/2006
LIFTE-026MD	Moldova		05/04/2007 22757	16765 7/17/2008
LIFTE-026PK1	Pakistan		12/09/2005 216107	216107 12/12/2011
LIFTE-026PR1	Paraguay		12/26/2006 39647	292665 09/13/2006
LIFTE-026RO	Romania		05/02/2007 M2007 04454	86179 05//02/2007
LIFTE-026RU	Russia		04/04/2005 2005707497	314482 10/04/2006
LIFTE-026SG	Singapore		04/11/2005 T0505778A	T0505778A 04/11/2005
LIFTE-026UA	Ukraine		05/03/2007 m 2007 07154	94622 07/25/2008
LIFTE-028T	U.S.	LUXIRIE	03/07/2005 78/582,168	3,633,134 06/02/2009
LIFTE-028T2	U.S.	LUXIRIE	07/15/2006 78/930,347	4,046,201 10/25/2011
LIFTE-028T3	U.S.	LUXIRIE	3/7/2005 78/980,077	3,433,415 5/20/2008
LIFTE-031AR2	Argentina	LUX IRIE	03/20/2006 2.657.801	2160162 05/23/2007
LIFTE-031BR2	Brazil	LUX IRIE	02/03/2006	


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LIFTE-031HO2	Honduras	LUX IRIE	10/28/2005 30082/2005	103.926 02/27/2008
LIFTE-031KS1	South Korea	LUX IRIE	10/24/2005 2005-49537	711123 05/28/2007
LIFTE-031NC2	Nicaragua	LUX IRIE	08/29/2006 2006-03047	0800712LM 04/09/2008
LIFTE-031NO	Norway	LUX IRIE	10/25/2005 2005 11522	240665 09/06/2007
LIFTE-031PR2	Paraguay	LUX IRIE	03/15/2006 06295	304764 11/09/2007
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LIFTE-031T	U.S.	LUX IRIE	04/28/2005 78/619,472	3,839,357 08/24/2010
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LIFTE-039T	U.S.	LRG	10/01/2005 78/724,708	4,060,797 11/22/2011


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LIFTE-040T	U.S.	LRG	10/01/2005 78/724,710	4,154,594 06/05/2012
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LIFTE-049T	U.S.		10/04/2005 78/726,549	3,865,959 10/19/2010
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LIFTE-051AU	Australia		05/15/2007 117516	1175416 03/12/2009
LIFTE-051BN2	Bangladesh		05/14/2007 106088	
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LIFTE-051CB2	Cambodia	⌘	05/29/2007 KH/07/27952	KH26648/2007 06/28/2007
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LIFTE-051EU	Europe	⌘	03/30/2006 4988127	4988127 05/05/2010
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LIFTE-051IN	Indonesia	⌘	05/31/2007 D00.2007.01721 2	IDM00025445 06/28/2010
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LIFTE-051PH	Philippines	☞	05/17/2007 4-2007-004931	4-2007-004931 03/03/2008
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LIFTE-051TL2	Thailand	☞	05/17/2007 661259	TM350806 06/29/2012
LIFTE-051UR2	Uruguay	☞	03/07/2006 369289	369289 03/15/2007














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LIFTE-051VT1	Vietnam		05/16/2007 4-2007-08605	105928 07/28/2008
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LIFTE-056EU	Europe		11/09/2005 004709218	004709218 12/7/2006
LIFTE-056RC	China		02/16/2006 5160585	5160585 04/21/2010
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LIFTE-058JP	Japan		11/08/2005 104739/2005	4996822 10/20/2006
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LIFTE-059EU	Europe		11/09/2005 004708897	004708897 12/07/2006


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LIFTE-060AR	Argentina	L R G	02/13/2006 2.650.655	2254543 10/22/2008
LIFTE-060BR	Brazil	L R G	03/13/2006 828263582	828263582 04/12/2011
LIFTE-060CE	Chile	L R G	02/09/2006 719.772	763909 08/02/2006
LIFTE-060CO	Colombia	L R G	02/09/2006 6016084	321277 09/08/2006
LIFTE-060NO	Norway	L R G	12/05/2005 200513383	234,075 08/02/2006
LIFTE-060PE	Peru	L R G	02/18/2006 269465	115975 06/02/2006
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LIFTE-060SA	South Africa	L R G	12/05/2005 2005/26172	2005/26172 12/02/2009
LIFTE-060T	U.S.	L R G	06/03/2005 78/643,716	3,946,034 04/12/2011
LIFTE-060UR	Uruguay	L R G	10/9/2006 374765	374765 12/07/2007
LIFTE-061AR	Argentina	LIFTED RESEARCH GROUP	02/13/2006 2.650.659	2.155.045 04/27/2007
LIFTE-061BO	Bolivia	LIFTED RESEARCH GROUP	03/06/2006 SM-0784-06	108846-C 06/11/2007.
LIFTE-061CE	Chile	LIFTED RESEARCH GROUP	02/14/2006 719.769	763,908 08/02/2006
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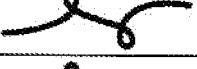
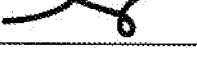


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LIFTE-062AR	Argentina	L R G	02/13/2006 2.650.656	2,490,496 02/17/2012
LIFTE-062BO	Bolivia	L R G	02/07/2006 SM-0463-06	108869-C 06/11/2007
LIFTE-062BR	Brazil	L R G	03/31/2006 828263558	828263558 04/12/2011
LIFTE-062CE	Chile	L R G	02/14/2006 720.180	895454 08/30/2010
LIFTE-062HO	Honduras	L R G	04/25/2006 15866/2006	100.083 03/05/2007
LIFTE-062ME	Saudi Arabia	L R G	Original app. 110921 filed 11/13/2006 Was "lost." Refiled 04/02/2012 sn180423	143305576 09/29/2013
LIFTE-062PE	Peru	L R G	10/15/2007 332110 (Formerly 02/16/2006 268466)	214712 07/25/2014
LIFTE-062T	U.S.	L R G	04/28/2005 78/619,514	3,753,322 02/23/2010
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LIFTE-078AU3	Australia	LUXIRIE	05/10/2007 1175418	1175418 12/19/2007
LIFTE-078BN2	Bangladesh	LUXIRIE	05/14/2007 106090	
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LIFTE-078BR2	Brazil	LUXIRE	05/17/07 829140050	
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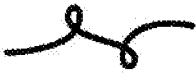




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LIFTE-078GU2	Guatemala	LUXIRIE	05/22/2007 066867	156592 05/11/2008
LIFTE-078HK1	Hong Kong	LUXIRIE	05/09/2007 300867240	300867240 05/09/2007
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LIFTE-078KS	South Korea	LUXIRIE	05/08/2007 2007-1863	45-0028139 07/02/2009
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LIFTE-078MA	Mongolia	LUXIRIE	08/01/2007 7242	6938 08/01/2007
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LIFTE-078NC2	Nicaragua	LUXIRIE	06/12/2007 2007-01963	0800720 LM 04/09/2008
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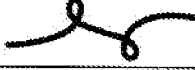

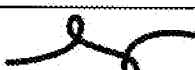
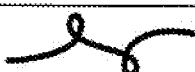
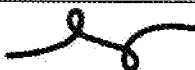



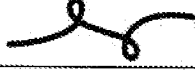
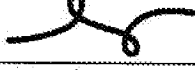
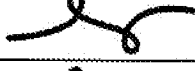
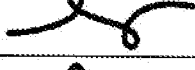
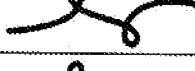
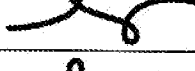


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LIFTE-078PK1	Pakistan	LUXIRIE	05/18/2007 236520	236520 05/20/2013
LIFTE-078PK2	Pakistan	LUXIRIE	05/18/2007 236519	236519 06/07/2011
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LIFTE-078TI	Taiwan	LUXIRIE	05/11/2007 96021805	01320330 07/16/2008
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LIFTE-078TK	Turkey	LUXIRIE 18.	05/15/2007 2007/26280	200726280 05/15/2007
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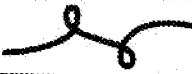
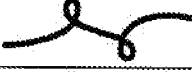
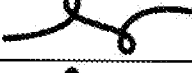
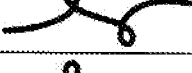
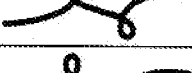
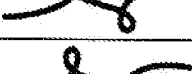
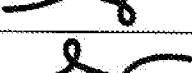

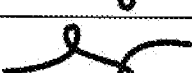

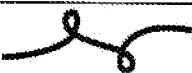



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LIFTE-078TL2	Thailand	LUXIRIE	05/17/2007 661261	TM299551 06/24/2009
LIFTE-078VT	Vietnam	LUXIRIE	05/16/2007 4-2007-08606	120226 02/25/2009
LIFTE-080AR	Argentina		09/25/2006 2703330	2278245 03/2/2009
LIFTE-080AU	Australia		05/10/2007 1175417	1175417 03/02/2009
LIFTE-080BN2	Bangladesh		05/14/2007 106092	
LIFTE-080BR	Brazil		09/29/2006 828748969	828748969 11/16/2010
LIFTE-080BR1	Brazil		05/14/2007 829140409	829140409 11/03/2010
LIFTE-080BR3	Brazil		05/14/2007 829140476	829140476 11/03/2010
LIFTE-080BR4	Brazil		05/14/2007 829140255	829140255 11/03/2010
LIFTE-080BR5	Brazil		05/14/2007 829140336	829140336 01/19/2010
LIFTE-080CA	Canada		01/10/2006 1297252	TMA821,534 04/04/2012
LIFTE-080CA1	Canada		05/09/2007 1,346,540	TMA851,002 05/15/2013
LIFTE-080CB1	Cambodia		05/29/2007 KH/07/27953	KH26649/2007 06/28/2007
LIFTE-080CB2	Cambodia		05/29/2007 KH/07/27954	KH26650/2007 06/28/2007
LIFTE-080CE	Chile		09/22/2006 744.979	782.653 03/21/2007
LIFTE-080EU1	Europe		05/09/2007 005886395	005886395 04/17/2008
LIFTE-080HK1	Hong Kong		05/09/2007 300867196	300867196 05/09/2007
LIFTE-080HO1	Honduras		06/22/2007 2007-020993	105.414 06/25/2008




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LIFTE-080IA1	India		05/16/2007 1559245	1559245 01/12/2011
LIFTE-080IN	Indonesia		05/31/2007 D00.2007.01722 2	IDM000254456 06/28/2010
LIFTE-080JP	Japan		05/11/2007 2007-46967	5212960 03/19/2009
LIFTE-080KS	S. Korea		05/9/2007 2007-1864	24394 08/25/2008
LIFTE-080MA	Mongolia		08/01/2007 7243	6644 08/01/2007
LIFTE-080MX3	Mexico		07/12/2007 867896	1075784 12/04/2008
LIFTE-080MX4	Mexico		07/12/2007 867897	1040965 05/26/2008
LIFTE-080MX5	Mexico		07/12/2007 867898	1040966 05/26/2008
LIFTE-080MX7	Mexico		07/12/2007 867899	1040967 05/26/2008
LIFTE-080NO	Norway		05/11/2007 200705403	245602 04/26/2008
LIFTE-080NZ1	New Zealand		05/10/2007 768138	768138 12/13/2007
LIFTE-080PE	Peru		09/26/2006 292118	140612 10/30/2007
LIFTE-080PH	Philippines		05/17/2007 4-2007-004932	4-2007-004932 12/17/2007
LIFTE-080PK1	Pakistan		05/18/2007 236516	236516 03192012
LIFTE-080PK2	Pakistan		05/18/2007 236517	236517 06/07/2011
LIFTE-080RC4	China		05/10/2007 6042493	6042493 05/21/2010
LIFTE-080RC5	China		05/10/2007 6042492	6042492 12/28/2009

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LIFTE-080RC6	China		05/15/2007 6050529	6050529 08/14/2010
LIFTE-080RU	Russia		05/10/2007 2007713737	354722 06/10/2008
LIFTE-080SA1	South Africa		05/14/2007 2007/09910	2007/09910 09/02/2010
LIFTE-080SL1	Sri Lanka		05/11/2007 138809	138809 01/31/2013
LIFTE-080SW	Switzerland	 9,	05/11/2007 55093/2007	563.747 10/08/2007
LIFTE-080TI	Taiwan		05/11/2007 96021810	01322677 08/01/2008
LIFTE-080TL1	Thailand		05/17/2007 661262	TM279255 04/23/2008
LIFTE-080UR	Uruguay		10/30/2006 375389	375389 12/29/2009
LIFTE-080VT1	Vietnam		05/16/2007 4-2007-08608	117185 12/31/2008
LIFTE-081AR	Argentina		09/28/2007 2.776.005	2.328.958 11/12/2009
LIFTE-081AU	Australia		09/25/2007 1200715	1200715 02/11/2008
LIFTE-081BN	Bangladesh		09/27/2007 109042	
LIFTE-081BR	Brazil		09/28/2007 829393455	829393455 08/09/2011

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LIFTE-081CA	Canada		10/01/2007 1,365,848	TMA809,346 10/18/2011
LIFTE-081CB	Cambodia		03/30/2007 KH/07/29029	KH/27918/08 01/30/2008
LIFTE-081CE	Chile		09/26/2007 789.882	815910 05/08/2008
LIFTE-081CO	Colombia		09/28/2007 07-101098	351591 04/22/2008
LIFTE-081CR	Costa Rica		09/27/2007 2007-12512	184190 01/16/2009
LIFTE-081EU	Europe (CTM)	 16,	09/29/2007 006318521	006318521 07/17/2008

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LIFTE-081GU	Guatemala		09/28/2007 008304	157925 07/09/2008
LIFTE-081HO	Honduras		09/26/2007 32688/2007	104.600 04/22/2008
LIFTE-081IA	India		12/04/2007 1605893	1605893 01/17/2011
LIFTE-081IN	Indonesia		09/28/2007 D00.2007.03290 6	IDM000211004 07/21/2009
LIFTE-081JP	Japan		09/27/2007 2007-101036	5108849 02/01/2008
LIFTE-081KS	South Korea		09/27/2007 2007-50134	11/12/2008 40-0768638
LIFTE-081MA	Mongolia		09/26/2007 7356	6759 09/26/2007
LIFTE-081ME	Saudi Arabia		09/30/2007 122539	1142/12 02/21/2010
LIFTE-081MX	Mexico		09/26/2007 885082	1019017 12/18/2007
LIFTE-081MY	Malaysia		09/26/2007 07018998	07018998 04/01/2014
LIFTE-081NC	Nicaragua		09/28/2007 2007-03495	2010091852 11/15/2010
LIFTE-081NZ	New Zealand		09/25/2007 776498	776498 07/09/2009
LIFTE-081PA	Panama		09/27/2007 165315	165315 07/10/2009
LIFTE-081PE	Peru		09/28/2007 330570	136882 04/07/2008
LIFTE-081PK	Pakistan		09/27/2007 241906	241906 04/05/2011
LIFTE-081QT	Qatar		09/30/2007 46786	46786 08/18/2009
LIFTE-081RC	Republic of China		09/28/2007 6301148	6301148 04/21/2014
LIFTE-081RU	Russia		09/26/2007 2007729676	371855 02/10/2009

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LIFTE-081SA	South Africa		09/26/2007 2007/21810	2007/21810 08/11/2010
LIFTE-081SG	Singapore		09/28/2007 T07/194711	T07194711 09/28/2007
LIFTE-081SL	Sri Lanka		09/25/2007 141366	141366 05/14/2015
LIFTE-081SW	Switzerland		09/26/2007 60653/2007	566.156 01/15/2008
LIFTE-081T	U.S.		03/30/2007 77/144,774	3,920,012 02/15/2011
LIFTE-081TK	Turkey		09/27/2007 2007/52020	2007/52020 12/18/2008
LIFTE-081TL	Thailand		09/27/2007 674678	07/02/2008 TM282392
LIFTE-081UA	Ukraine		10/01/2007 m 200716467	104747 03/25/2009
LIFTE-081UE	United Arab Emirates		09/30/2007 100553	102994 05/09/2010
LIFTE-081UR	Uruguay		09/26/2007 385105	385105 03/16/2009
LIFTE-081VN	Venezuela		09/28/2007 2007-023594	
LIFTE-081VT	Vietnam		09/26/2007 4-2007-19234	128144 06/26/2009
LIFTE-082T	U.S.	LRG	06/14/2006 78/908,478	3,946,051 04/12/2011
LIFTE-083T	U.S.	LIFTED RESEARCH GROUP	06/26/2006 78/916,804	3,367,124 01/08/2008
LIFTE-085RC1	China		03/05/2007 5930453	5930453 02/14/2010
LIFTE-085RC2	China		03/05/2007 5930454	5930454 08/21/2014
LIFTE-092BR	Brazil	LR GEANS	10/31/2007 829442669	
LIFTE-092EU	Europe	LR GEANS	11/02/2007 006361695	006361695 11/12/2015

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LIFTE-092HK	Hong Kong	LR GEANS	10/30/2007 300983368	300983368 10/30/2007
LIFTE-092MX	Mexico	LR GEANS	10/31/2007 893116	1024739 02/20/2008
LIFTE-092PE2	Peru	LR GEANS	03/30/2009 385610	186755 02/22/2012
LIFTE-092PK	Pakistan	LR GEANS	11/02/2007 243133	243133 05/16/2016
LIFTE-092T	U.S.	LR GEANS	05/04/2007 77/173,540	4,115,126 03/20/2012
LIFTE-092TI	Taiwan	LR GEANS	10/30/2007 96050918	01315010 06/16/2008
LIFTE-092VT	Vietnam	LR GEANS	10/29/2007 4-2007-21818	119248 02/11/2009
LIFTE-093JP	Japan	<i>Lr jeans</i>	11/01/2007 2007-111606	5126408 04/04/2008
LIFTE-093KS	South Korea	<i>Lr jeans</i>	05/17/2007 2007-1990	24054 07/30/2008
LIFTE-094T	U.S.	<i>Luxirie</i>	05/04/2007 77/173,585	4,031,823 09/27/2011
LIFTE-108T	U.S.		08/27/2007 77/265,167	3,990,327 07/05/2011
LIFTE-112T	U.S.		05/19/2008 77/478,530	4,115,186 03/20/2012
LIFTE-113T	U.S.		05/19/2008 77/478,538	3,925,909 03/08/2011
LIFTE-132T	U.S.	HUSTLE TREES	06/19/2012 85/656,173	4,649,591 12/02/2014
LIFTE-132T2	U.S.	HUSTLE	06/19/2012 85/980,389	4,452,641 12/17/2013

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LIFTE-135T	U.S.	STAY LIFTED	1/11/2012 85/513,977	4,615,772 10/07/2014
LIFTE-138T	U.S.	RESEARCH	01/10/2013 85/810,795	
LIFTE-140T	U.S.	LIFTED	01/16/2013 85/824,652	
LIFTE-144T	U.S.	LFTD CLOTHING	11/28/2011 85/481,203	4,597,551 09/02/2014
LIFTE-150T	U.S.	LRGIRLS	02/27/2014 86/202,799	
LIFTE-074T	U.S.	LRG	86675637	

Country	Registration/Application No.	Mark	Date
Australia	1447918	m	9/9/2011
Australia	1445412	FA	8/26/2011
Australia	1439430	OMIT	7/26/2011
Brazil	904006085	FA	8/29/2011
Chile	967,982	FA	8/29/2011
Costa Rica	2012-0001363	OMIT	2/10/2012
Costa Rica	2012-0001362	FR	2/10/2012
Hong Kong	301987363	OMIT	7/27/2011
Mexico	1257864	OMIT	12/12/2011
Mexico	1263666	FR	1/27/2012
Mexico	1266868	m	2/10/2012

New Zealand	846572	OMIT	1/30/2012
New Zealand	848309		3/1/2012
Norway	262857	OMIT	12/6/2011
Norway	263173	FA	12/22/2011
Panama	202702	O	7/27/2011
Panama	203784	FR	8/31/2011
Peru	183477	FA	1/3/2012
Russia	462455	O	5/22/2012
Russia	464355	FA	6/15/2012
South Africa	2011/18457	O	7/28/2011
South Africa	2011/21065	FA	4/9/2013
Switzerland	623002	O	11/24/2011
Switzerland	621958	FA	10/27/2011
Taiwan	1496150	O	12/31/2011
Taiwan	01525137	FA	7/1/2012
Vietnam	187201	O	6/28/2012
Vietnam	4-2011-17672	FA	8/25/2011

China	10082375 10082374	m	10/19/2011 10/19/2011
China	9902283 9902282		8/29/2011 8/29/2011
China	9770597 9770598	O M	7/27/2011 7/27/2011
European Community	010255181	m	01/20/2012
European Community	010226363	F R	02/02/2012
European Community	010151132	O M	01/09/2012
Japan	5476868	m	3/9/2012
Japan	5476844		3/9/2012
Japan	5469380	O M	2/10/2012
United States	4641515	m	November 18, 2014
United States	4637451		November 11, 2014
United States	4440560	O M	November 26, 2013
Canada	1537104	O M	July 25, 2011 •
Canada	1542817		September 9, 2011
Canada	1541249	F A	August 25, 2011 •

Mad Engine Trademarks Acquired pursuant to the Mighty Fine Purchase Agreement

Mark	Serial/ Reg. No.
DOE	4750313
MF	4080207
MINI FINE	3447018

Mark	Serial/ Reg. No.
MUSTACHE BRIGADE	3554143
MIGHTY FINE	2772876
FINE	2650950
WE LOVE FINE	4551338

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

TRADEMARK LICENSES GRANTED BY BORROWER

None.

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

SPECIAL POWER OF ATTORNEY

STATE OF _____)
) ss.:
COUNTY OF _____)

KNOW ALL MEN BY THESE PRESENTS, that **MAD ENGINE, LLC**, a California limited liability company and **NEFF, LLC** (the foregoing, each individually and collectively, and jointly an severally, "Borrower"), each having its chief executive office at 6740 Cobra Way, Suite 100, San Diego, California 92121, hereby appoints and constitutes WELLS FARGO BANK, NATIONAL ASSOCIATION ("Agent"), and each officer thereof, its true and lawful attorney, with full power of substitution and with full power and authority to perform the following acts on behalf of Borrower:

1. Execution and delivery of any and all agreements, documents, instrument of assignment, or other papers which Agent, in its sole and absolute discretion, deems necessary or advisable for the purpose of assigning, selling, or otherwise disposing of all right, title, and interest of Borrower in and to any Trademarks, as such term is defined in the Trademark Collateral Assignment and Security Agreement, dated as of the date hereof, between Borrower and Agent (the "Agreement"), or for the purpose of recording, registering and filing of, or accomplishing any other formality with respect to the foregoing.

2. Execution and delivery of any and all documents, statements, certificates or other papers which Agent, in its sole and absolute discretion, deems necessary or advisable to further the purposes described in Subparagraph 1 hereof.

This Power of Attorney is made pursuant to the Agreement and is subject to the terms and provisions thereof. This Power of Attorney, being coupled with an interest, is irrevocable until all "Obligations," as such term is defined in the Agreement, are paid in full and the Agreement is terminated in writing by Agent.

Dated: _____, 2017

[Signature Page Follows]

MAD ENGINE, LLC

By: _____

Title: _____

NEFF, LLC

By: _____

Title: _____

STATE OF _____)
) ss.:
COUNTY OF _____)

On the ____ day of _____ in the year 2017, before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signatures on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public