

EXHIBIT D

TO THE AP'S MOTION IN LIMINE NO. 4 TO LIMIT THE OPINION TESTIMONY OF NEIL ZOLTOWSKI

COLLABORATION AGREEMENT

This Agreement is made by and between One 3 Two, Inc. a California corporation ("OBEY") and Al Rockoff this 24th day of October, 2008.

1. **Term.** The term of this Agreement shall commence on October 24th, 2008, and end on December 31st, 2009. OBEY will produce Al Rockoff/OBEY product for one sales season which is Fall 2009. OBEY will begin shipping this product on June 15th 2009. The Fall season shipping will end on September 10th 2009.

2. **Definition of Product.** Product is based on 15 different styles which are defined as jackets, shirts and a skateboard deck. Product will be broken down as follows.

- Three styles of men's T Shirts with Shepards illustrations of Al's photo's.
- Three styles of men's T Shirts with Al's photo's (underlying peace theme.)
- One style in an M-65 men's jacket.
- Three styles of ladies T Shirts with Shepards illustrations of Al's photo's.
- Three styles of ladies T Shirts with Al's photo's (underlying peace theme.)
- One style in an M-65 ladies jacket.
- One skateboard deck.

3. **Compensation.** One 3 Two, Inc. shall pay Al Rockoff a royalty of five percent (5%) based on NET sales of all Al Rockoff/OBEY product sold. Payment will be provided, with accounting, approximately 30 days after completion of the Fall 2009 Season.

4. **Liquidation.** One 3 Two, Inc. will guarantee that in the unlikely event that any Al Rockoff/OBEY product remains after the Spring season, we will not liquidate said product.

5. **Arbitration.** Any controversy, claim, or dispute, whether based on tort or contract, arising out of or relating to this Agreement, or to any aspect of OBEY's services or either parties' obligations hereunder, shall be settled by binding arbitration in accordance with either Judicial Arbitration and Mediation Service (JAMS) or the services of the Alternative Dispute Resolution Service (ADR) an arbitrator, with venue exclusively in Los Angeles, California. Judgment may be entered upon any award rendered by and enforced in any court having jurisdiction thereof.

6. **Notices.** All notices required or permitted under this Agreement shall be given in writing and shall be deemed delivered when delivered in person or deposited in the United States mail, postage prepaid, addressed as follows:

One 3 Two, Inc: OBEY c/o Chris Broders
3500 West Carriage Drive
Santa Ana, CA 92704

Al Rockoff: Al Rockoff
(please provide address)

Such addresses may be changed from time to time by either party by providing written notice to the other in the manner set forth above.

7. **Attorney's Fees and Costs.** In any action at law or in equity, including arbitration, brought to enforce or interpret the terms of this Agreement or for any breach thereof, the prevailing party shall be entitled to recover reasonable attorney's fees and costs from the other party.

8. **No Prior Statements.** No party hereto, or any officer, agent, employee, representative, or attorney of or for any party, has made any statement or representation to any other party, or any officer, agent, employee, representative, or attorney of or for any other party, regarding any fact relied upon in entering into this Agreement, and no party relies upon any statement, representation, or promise of any other party, or of any officer, agent, employee, representative, or attorney of any other party, in executing this Agreement, except as expressly set forth in this Agreement.

9. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof, and supersedes all prior and contemporaneous agreements, representations, commitments, and understandings of the parties, whether written or oral, including any and all prior agreements, whether or not fully performed by Client before the date of this Agreement, none of which shall be of any force or effect whatsoever, even as evidence. This Agreement is intended to be and is a fully integrated written agreement regarding the subject matter hereof. No modification, amendment, or supplement of or to this Agreement shall be binding unless and until executed in writing by all the parties. All rights and remedies which either party may have hereunder or by operation of law are cumulative, and the pursuit of one right or remedy shall not be deemed an election to waive or renounce any other right or remedy. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

10. **Construction of Agreement.** This Agreement shall not be construed in favor of or against any party hereto, but shall be construed as if all parties hereto and their agents, attorneys, and personal representatives participated equally in the drafting of this Agreement.

11. **Severability.** If any provision of this Agreement or any portion of any provision shall be held to be invalid or unenforceable for any reason, the remaining provisions (including all enforceable portions of any provision) shall continue to be valid and enforceable.

12. **Waiver of Contractual Right.** The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every other portion of this Agreement.

13. **Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California.

One 3 Two, Inc.

By: _____
Chris Broders, Partner

Al Rockoff

By: _____
Al Rockoff