

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GOOD LIVING LABS, LLC		04/26/2011	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	SQUARE 1 BANK		
Street Address:	406 BLACKWELL STREET SUITE 240		
City:	DURHAM		
State/Country:	NORTH CAROLINA		
Postal Code:	27701		
Entity Type:	CORPORATION: NORTH CAROLINA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3047526	GOOD DAYS	
Registration Number:	3436531	GOOD LIVING LABS	
CORRESPONDENCE DATA			
Fax Number:	(919)354-1278		
Phone:	919-314-3086		
Email:	loandocsdept@square1bank.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Square 1 Bank		
Address Line 1:	406 Blackwell Street		
Address Line 2:	Suite 240		
Address Line 4:	Durham, NORTH CAROLINA 27701		
NAME OF SUBMITTER:	Lee Conner		
Signature:	/leeconner-vlp/		

CH \$65.00 3047526

Date:

03/23/2012

Total Attachments: 8

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of April 26, 2011, by and between **SQUARE 1 BANK** ("**Bank**") and Stresscenter Holdings, LLC ("**Stresscenter**"), Midwest Center for Stress and Anxiety, LLC ("**Midwest**"), and Good Living Labs, LLC ("**Good Living**"), each a Delaware limited liability company (jointly and severally, "**Grantor**").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "**Loans**") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated of even date herewith (as the same may be amended, modified or supplemented from time to time, the "**Loan Agreement**"; capitalized terms used herein are used as defined in the Loan Agreement).

B. Extension of credit by the Bank pursuant to the Loan Agreement is subject to the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

C. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure all of its present and future indebtedness, liabilities and obligations under the Loan Agreement and under any other Loan Documents, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof (collectively, "**Intellectual Property Collateral**").

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity.

Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights of Grantor which are registered with or subject to an application filed with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

[Signatures on Next Page]


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IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

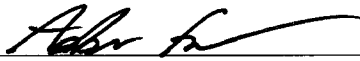
Grantors:

STRESSCENTER HOLDINGS, LLC

GOOD LIVING LABS, LLC

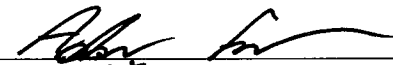
By 
Title CEO

By: Stresscenter Holdings, LLC,
its sole Member

By 
Title CEO

MIDWEST CENTER FOR STRESS AND ANXIETY, LLC

By: Stresscenter Holdings, LLC,
its sole Member

By 
Title CEO

Address of Grantors:

1801 Century Park East, Suite 520
Los Angeles, California 90067

Bank:

Square 1 Bank

By _____
Name _____
Title _____

Address of Bank:

406 Blackwell Street, Suite 240
Durham, NC 27701
Attn: Loan Documentation Department

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

Grantors:

STRESSCENTER HOLDINGS, LLC

GOOD LIVING LABS, LLC

By _____
Title _____

By: Stresscenter Holdings, LLC,
its sole Member

By _____
Title _____

MIDWEST CENTER FOR STRESS AND ANXIETY, LLC

By: Stresscenter Holdings, LLC,
its sole Member

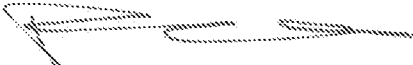
By _____
Title _____

Address of Grantors:

1801 Century Park East, Suite 520
Los Angeles, California 90067

Bank:

Square 1 Bank

By  _____
Name Richard Subl
Title SWP

Address of Bank:

406 Blackwell Street, Suite 240
Durham, NC 27701
Attn: Loan Documentation Department

EXHIBIT A
COPYRIGHTS

Midwest Center for Stress and Anxiety, LLC

Description	Registration Number	Registration Date
[Attacking anxiety].	SR0000101312	1989-02-13
Midwest Center for agoraphobia/anxiety.	SR0000081274	1986-11-03
The Solution.	TX0007334836	2011-03-09
From panic to power/Lucinda Bassett.	TX0004155156	1995-11-24
The anxiety and depression personal coaching manual: attacking anxiety and depression/developed by Carolyn Dickman and Darla VanHorn.	TX0005594986	2001-08-16

EXHIBIT B

PATENTS

Description	Registration Number	Registration Date
NONE		

EXHIBIT C
TRADEMARKS

Midwest Center for Stress and Anxiety, LLC

Description	Serial/ Registration Number	Serial/ Registration Date
Renew A Daily Mood & Energy Enhancer	85322417	2011-05-17
Midwest Center	85316928	2011-05-10
Midwest Center Naturals	85316918	2011-05-10
Attacking Anxiety & Depression	2991870	2005-09-06
The Solution By Lucinda Bassett	3825910	2010-07-27
Midwest Center	3155634	2006-10-17
Attacking Anxiety & Depression	3152530	2006-10-10
Midwest Center for Stress and Anxiety, Inc.	3330113	2007-11-06
Midwest Center for Stress & Anxiety, Inc.	3140920	2006-09-12
Lucinda Bassett	3395274	2008-03-11
Attacking Stress	2296386	1999-11-30
Life Without Limits	2006880	1996-10-08

EXHIBIT C (continued)
Trademarks for Good Living Labs, LLC

<u>Description</u>	<u>Serial/ Registration Number</u>	<u>Serial/ Registration Date</u>
GOOD DAYS	3047526	2006-01-24
GOOD LIVING LABS	3436531	2008-05-27