

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Release of Trademark Collateral

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Union Bank, N.A.		09/06/2012	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	Seven Wells, LLC
Street Address:	1008 Brioso Drive
City:	Costa Mesa
State/Country:	CALIFORNIA
Postal Code:	92627
Entity Type:	LIMITED LIABILITY COMPANY: ILLINOIS

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Serial Number:	77257145	FLAMEBOY
Serial Number:	77257141	WET WILLY
Serial Number:	77162323	WORLD INDUSTRIES
Serial Number:	77162329	WORLD INDUSTRIES
Serial Number:	75118800	WORLD INDUSTRIES
Serial Number:	77188918	WORLD INDUSTRIES
Serial Number:	77188924	WORLD INDUSTRIES
Serial Number:	75118816	WORLD INDUSTRIES

CORRESPONDENCE DATA

Fax Number: 3026365454
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
 Phone: 800-927-9801 x2348
 Email: jpaterso@cscinfo.com
 Correspondent Name: Corporation Service Company

CH \$215.00 77257145

Address Line 1: 1090 Vermont Avenue NW, Suite 430
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	339184
NAME OF SUBMITTER:	Jean Paterson
Signature:	/jep/
Date:	09/12/2012

Total Attachments: 4
source=9-12-12 Union Bank-TM#page1.tif
source=9-12-12 Union Bank-TM#page2.tif
source=9-12-12 Union Bank-TM#page3.tif
source=9-12-12 Union Bank-TM#page4.tif

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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

1. Name of conveying party(ies):

Union Bank, N.A.
P.O. Box 30115
Los Angeles, CA 90030

- Individual(s) Association
- General Partnership Limited Partnership
- Corporation- State: CA
- Other _____

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance)/Execution Date(s) :

Execution Date(s) _____

- Assignment Merger
- Security Agreement Change of Name
- Other Release of Trademark collateral

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: SEVEN WELLS, LLC

Internal _____
Address: _____

Street Address: 1008 BRIOSSO DRIVE

City: COSTA MESA

State: CA

Country: _____ Zip: 92627

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other LLC Citizenship IL

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)
77257145,77257141,77162323,77162329,75118800,77188918,77188924,75118816

B. Trademark Registration No.(s) _____

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Corporation Service Company

Internal Address: Suite 210

Street Address: 1180 Avenue of the Americas

City: New York

State: NY Zip: 10036

Phone Number: 212-299-5600

Fax Number: 212-299-5656

Email Address: _____ ORDER# 839184

6. Total number of applications and registrations involved:

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:

Marian Fornadley
Signature

9/12/10
Date

MARIAN FORNADLEY, VP
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 4

RELEASE OF PATENT AND TRADEMARK COLLATERAL

THIS RELEASE OF PATENT AND TRADEMARK COLLATERAL ("Release") is made as of September 6, 2012, by Union Bank, N.A., a national banking association ("Bank") the secured party under that certain Patent and Trademark Security Agreement referred to below.

WITNESSETH, and

WHEREAS, Seven Wells LLC (Pledgor), executed that certain Patent Security Agreement dated as of April 19, 2010, (the "Security Agreement"), pursuant to which Pledgor granted to Bank a security interest in certain Trademark and Patent owned and registered by Pledgor; and

WHEREAS, the Security Agreement was recorded with the Assignment Division of the United States Patent and Trademark Office on 04-30-2010 at 004196/0745; and

WHEREAS, Bank has agreed to release all of its rights under the Security Agreement, including without limitation all of its rights in and to the Patent and Trademark and made a part hereof the "Released Patent and Trademark", and to reconvey to Pledgor all of its rights in and to the released Patent and Trademark;

NOW, THEREFORE, in consideration of the premises hereof, and other good and valuable consideration the receipt of which is hereby acknowledged, Bank hereby releases all of its rights in and to the Released Patent and Trademark, reconveys to Pledgor all of its right, title and interest in and to the Released Patent and Trademark, releases all other rights it may have under the Security Agreement with respect to the Released Patent and Trademark, and cancels the Security Agreement Patents and Trademark in its entirety.

Bank hereby represents and warrants that it has not heretofore transferred to any other person or entity any of the rights in and to the Released Patent and Trademark which were granted to it pursuant to the Security Agreement.

IN WITNESS WHEREOF, Bank has caused this Release to be duly executed on the date first above written.

UNION BANK, N.A.

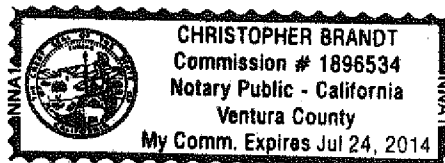
By: Marian Fornadley 9/6/12
Name: Marian Fornadley
Title: Vice President

STATE OF CALIFORNIA,)
County of LOS ANGELES) ss.

On 9/6/2012, before me, CHRISTOPHER BRANDT, a Notary Public in and for the State of California, personally appeared MARIAN FORNADLEY, personally known ~~to me~~ (or proved to me on the basis of satisfactory evidence) to be the person(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 authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature Christopher Brandt (Seal)





This Security Agreement is executed at Irvine, California on April 19, 2010 by Seven Wells, LLC, a California limited liability company (herein called "Debtor").

As security for the payment and performance of all of Debtor's obligations under the Loan Documents (as defined in the Business Loan Agreement ("Loan Agreement"), dated April 19, 2010, between Debtor and UNION BANK, N.A., (herein called "Bank"), regardless of the manner in which or the time at which such obligations arose or shall arise, whether direct or indirect, alone or with others, or absolute or contingent, Debtor hereby grants a continuing security interest in, and assigns and transfers to Bank, the following personal property, whether or not delivered to or in the possession or control of Bank or its agents, and whether now or hereafter owned or in existence, and all proceeds thereof (hereinafter called the "Collateral"):

All present and hereafter acquired personal property including but not limited to all accounts, chattel paper, instruments, contract rights, general intangibles, goods, equipment, inventory, documents, certificates of title, deposit accounts, returned or repossessed goods, fixtures, commercial tort claims, insurance claims, rights and policies, letter of credit rights, investment property, supporting obligations, and the proceeds, products, parts, accessories, attachments, accessions, replacements, substitutions, additions, and improvements of or to each of the foregoing.

All trademark and service mark rights, whether registered or not, applications to register and registrations of the same and like protections and the entire goodwill of the business of Debtor connected with and symbolized by such trademarks, including without limitation those set forth on Schedule A attached hereto ("Trademarks"); and all amendments, renewals and extensions of any of the Trademarks; all supporting obligations; and all proceeds, including insurance proceeds, of any of the foregoing.

Entities executing this Security Agreement as Debtor agree not to change their state of organization, principal place of business (if a general partnership or other nonregistered entity) or name, as identified below, without Bank's prior written consent:

<u>LEGAL NAME OF DEBTOR</u>	<u>STATE OF ORGANIZATION / PRINCIPAL PLACE OF BUSINESS</u>
Seven Wells, LLC	State of California

AGREEMENT

- The term "credit" or "indebtedness" is used throughout this Agreement in its broadest and most comprehensive sense. Credit may be granted at the request of any one Debtor without further authorization by or notice to any other Debtor. Collateral shall be security for all nonconsumer indebtedness of Debtor to Bank under the Loan Agreement in accordance with the terms and conditions herein.
- Debtor will: (a) pay when due all indebtedness to Bank; (b) execute such other documents and do such other acts and things as Bank may from time to time require to establish and maintain a valid perfected security interest in Collateral, including payment of all costs and fees in connection with any of the foregoing when deemed necessary by Bank; (c) furnish Bank such information concerning Debtor and Collateral as Bank may from time to time request, including but not limited to current financial statements; (d) keep Collateral separate and identifiable where such Collateral is currently located and permit Bank and its representatives to inspect Collateral and/or records pertaining thereto from time to time during normal business hours; (e) not sell, assign or create or permit to exist any lien on or security interest in Collateral in favor of anyone other than Bank unless Bank consents thereto in writing and at Debtor's expense upon Bank's request remove any unauthorized lien or security interest and defend any claim affecting the Collateral; (f) pay all charges against Collateral prior to delinquency including but not limited to taxes, assessments, encumbrances, insurance and diverse claims, and upon Debtor's failure to do so Bank may pay any such charge as it deems necessary and add the amount paid to the indebtedness of Debtor hereunder; (g) protect, defend and maintain the Collateral and the perfected security interest of Bank and initiate, commence and maintain any action or proceeding to protect the Collateral; (h) reimburse Bank for any expenses, including but not limited to reasonable attorneys' fees and expenses (including the allocated costs of Bank's in-house counsel and legal staff) incurred by Bank in seeking to protect, collect or enforce any rights in Collateral; (i) when required, provide insurance in form and amounts and with companies acceptable to Bank and when required, assign the policies or the rights thereunder to Bank; (j) maintain Collateral in good condition and not use Collateral for any unlawful purpose; (k) perform all of the obligations of the Debtor under the Collateral and save Bank harmless from the consequence of any failure to do so; and (l) following the occurrence of an Event of Default which remains uncured at its own expense, upon request of Bank, notify any parties obligated to Debtor on any Collateral to make payment to Bank and Debtor hereby irrevocably grants Bank power of attorney to make said notifications and collections. Debtor hereby appoints Bank the true and lawful attorney of Debtor and authorizes Bank to perform any and all acts which Bank in good faith deems necessary for the protection and preservation of Collateral or its value or Bank's perfected security interest therein, including transferring any Collateral into its own name and receiving the income thereon as additional security hereunder. Bank does not assume any of the obligations arising under the Collateral. Notwithstanding anything to the contrary set forth in this Agreement, Bank acknowledges the security interest of CIT in and to certain of the Collateral.
- Debtor warrants that: (a) it is and will be the lawful owner of all Collateral free of all claims, liens, encumbrances and setoffs whatsoever, other than the security interest granted pursuant hereto; (b) it has the capacity to grant a security interest in Collateral to Bank; (c) all information furnished by Debtor to Bank heretofore or hereafter, whether oral or written, is and will be correct and true as of the date given; and (d) if Debtor is an entity, the execution, delivery and performance hereof are within its powers and have been duly authorized.
- The term default; as used herein, "default" or "Event of Default" means Event of Default as is defined in the Loan Agreement.
- Whenever a default exists, Bank, at its option, may: (a) without notice accelerate the maturity of any part or all of the indebtedness and terminate any agreement for the granting of further credit to Debtor; (b) sell, lease or otherwise dispose of Collateral at public or private sale; (c) transfer any Collateral into its own name or that of its nominee; (d) retain Collateral in satisfaction of obligations secured hereby, with notice of such retention sent to Debtor as required by law; (e) notify any parties obligated on any Collateral consisting of accounts, instruments, chattel paper, choses in action or the like to make payment to Bank and enforce collection of any Collateral; (f) file any action or proceeding which Bank may deem necessary or appropriate to protect and preserve the right, title and interest of the Bank in the Collateral; (g) require Debtor to assemble and deliver any Collateral to Bank at a reasonably convenient place designated by Bank; (h) apply all sums received or collected from or on account of Collateral, including the proceeds of any sale thereof, to the payment of the costs and expenses incurred in preserving and enforcing rights of Bank, including reasonable attorneys' fees (including the allocated costs of Bank's in-house counsel and legal staff), and indebtedness secured hereby in such order and manner as Bank in its sole discretion determines; Bank shall account to Debtor for any surplus remaining thereafter, and shall pay such surplus to the party entitled thereto, including any second secured party who has made a proper demand upon Bank and has furnished proof to Bank as requested in the manner provided by law; in like manner, Debtor agrees to pay to Bank without demand any deficiency after any Collateral has been disposed of and proceeds applied as aforesaid; and (i) exercise its banker's lien or right of setoff in the same manner as though the credit were unsecured. Bank shall have all the rights and remedies of a secured party under the Uniform Commercial Code of California and in any jurisdiction where enforcement is sought, whether in said state or elsewhere. All rights, powers and remedies of Bank hereunder shall be cumulative and not alternative. No delay on the part of Bank in the exercise of any right or remedy shall constitute a waiver thereof and no exercise by Bank of any right or remedy shall preclude the exercise of any other right or remedy or further exercise of the same remedy.

6. Debtor waives: (a) all right to require Bank to proceed against any other person including any other Debtor hereunder or to apply any Collateral Bank may hold at any time or to pursue any other remedy; Collateral, endorsers or guarantors may be released, substituted or added without affecting the liability of Debtor hereunder; (b) the defense of the Statute of Limitations in any action upon any obligations of Debtor secured hereby; (c) any right of subrogation and any right to participate in Collateral until all obligations secured hereby have been paid in full; (d) to the fullest extent permitted by law, any right to oppose the appointment of a receiver or similar official to operate Debtor's business.

7. The right of Bank to have recourse against Collateral shall not be affected in any way by the fact that the credit is secured by a mortgage, deed of trust or other lien upon real property.

8. The security interest granted herein is irrevocable and shall remain in full force and effect until there is payment in full of the indebtedness or the security interest is released in writing by Bank.

9. Debtor shall be obligated to request the release, reassignment or return of Collateral after the payment in full of all existing obligations. Bank shall be under no duty or obligation to release, reassign or return any Collateral except upon the express written request of Debtor and then only where all of Debtor's obligations hereunder have been paid in full.

10. If more than one Debtor executes this Agreement, the obligations hereunder are joint and several. All words used herein in the singular shall be deemed to have been used in the plural when the context and construction so require. Any married person who signs this Agreement expressly agrees that recourse may be had against his/her separate property for all of his/her obligations to Bank.

11. This Agreement shall inure to the benefit of and bind Bank, its successors and assigns and each of the undersigned, their respective heirs, executors, administrators and successors in interest. Upon transfer by Bank of any part of the obligations secured hereby, Bank shall be fully discharged from any liability with respect to Collateral transferred therewith.

12. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but, if any provision of this Agreement shall be prohibited or invalid under applicable law, such provisions shall be ineffective to the extent of such prohibition or invalidity without invalidating the remainder of such or the remaining provisions of this Agreement.

The grant of a security interest in proceeds does not imply the right of Debtor to sell or dispose of any Collateral without the express consent in writing by Bank.

"Debtor"

Seven Wells, LLC, a California limited liability company

By: [Signature]

Title: _____

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