

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Juice in the City, Inc.		08/27/2012	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Venture Lending & Leasing V, Inc.		
Street Address:	104 La Mesa Drive, Suite 102		
City:	Portola Valley		
State/Country:	CALIFORNIA		
Postal Code:	94028		
Entity Type:	CORPORATION: MARYLAND		
Name:	Venture Lending & Leasing VI, Inc.		
Street Address:	104 La Mesa Drive, Suite 102		
City:	Portola Valley		
State/Country:	CALIFORNIA		
Postal Code:	94028		
Entity Type:	CORPORATION: MARYLAND		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3907902	GAGGLE OF CHICKS	
CORRESPONDENCE DATA			
Fax Number:	8004043970		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	2062046200		
Email:	docketing@bgllp.com		
Correspondent Name:	Matt Schneller		
Address Line 1:	701 Fifth Avenue		

OP \$40.00 3907902

Address Line 2: Suite 6200
Address Line 4: Seattle, WASHINGTON 98104

ATTORNEY DOCKET NUMBER:	086703-GAGGLEOFCHICKS
NAME OF SUBMITTER:	Matt Schneller
Signature:	/Matt Schneller/
Date:	02/19/2013

Total Attachments: 10

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Venture Lending & Leasing V, Inc.
Venture Lending & Leasing VI, Inc.
104 La Mesa Drive, Suite 102
Portola Valley, CA 94028

August 27, 2012

VIA EMAIL

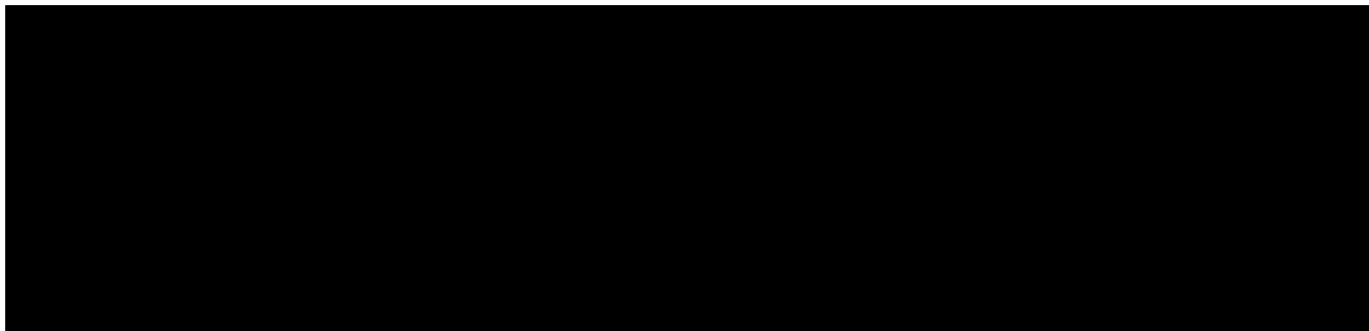
Juice in the City, Inc. (d/b/a MyTownPerks)

Re: Repossession of Collateral

Ladies and Gentlemen:

Reference is made to: (i) the Loan and Security Agreement and Supplement thereto, both dated as of January 4, 2011 (referred to herein together, and as the same have been amended, supplemented and modified from time to time, as the "VLL5/6 Loan Agreement"), between Juice in the City, Inc. (d/b/a MyTownPerks), a Delaware corporation ("Borrower"), and each of Venture Lending & Leasing V, Inc. ("VLL5") and Venture Lending & Leasing VI, Inc. ("VLL6" and sometimes being referred to hereinafter with VLL5, individually, as a "Lender" and collectively, as "Lenders"); and (ii) the Loan and Security Agreement and Supplement thereto, both dated as of July 29, 2011 (referred to herein together, and as the same have been amended, supplemented and modified from time to time, as the "VLL6 Loan Agreement" and sometimes being referred to hereinafter with the VLL5/6 Loan Agreement, individually, as a "Loan Agreement" and collectively, as the "Loan Agreements"), between Borrower and VLL6. All capitalized terms not otherwise defined in this agreement ("Agreement") have the meanings ascribed to them in the Loan Agreements.

Under the terms of the Loan Agreements and the other Loan Documents, Borrower granted to each Lender security interests in all existing and after acquired personal property of Borrower, including, but not limited to, all accounts, contract rights, general intangibles, intellectual property, inventory, equipment, fixtures, securities, investment property, cash, deposit accounts, goods and any interests therein and all proceeds of the foregoing (defined in the Loan Agreements as the "Collateral"), as security for Borrower's obligations and indebtedness under the Loan Agreements and the other Loan Documents (the "Obligations").



[REDACTED]

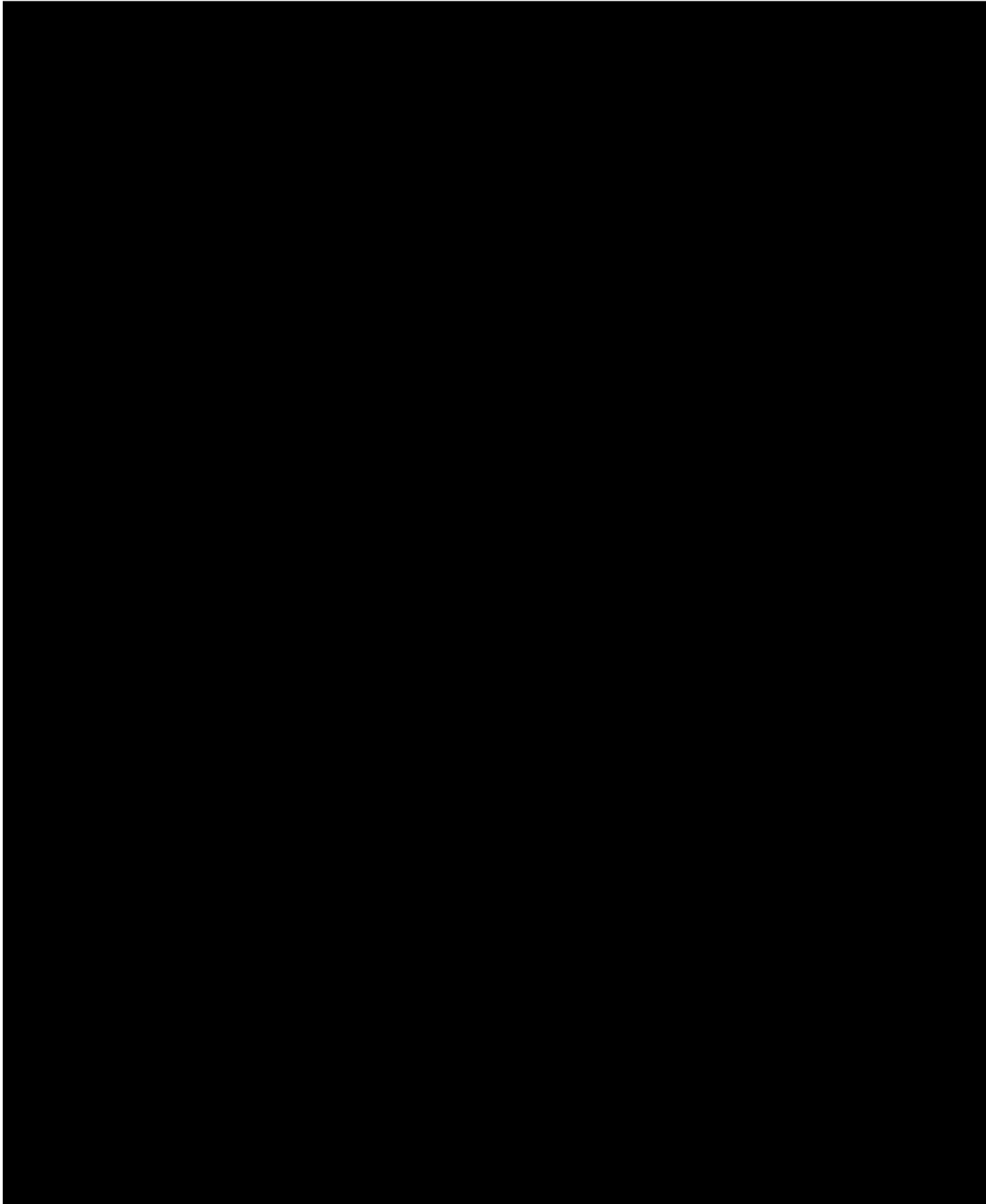
In consideration of the foregoing, the parties hereto hereby agree as follows:

1. Borrower is now in default of its Obligations to Lenders, including one or more Defaults under Section 7.1 of the Loan Agreements and under the terms of that certain Amendment No. 2 to Loan Documents, dated on or around June 13, 2012, among Borrower and Lenders, and as a result of such Defaults all Obligations of Borrower to each Lender are now due and payable in full. Without limiting the effect of any prior notices of default and acceleration sent to Borrower, each Lender hereby confirms and declares such Events of Default exist, and accelerates all of the Obligations.

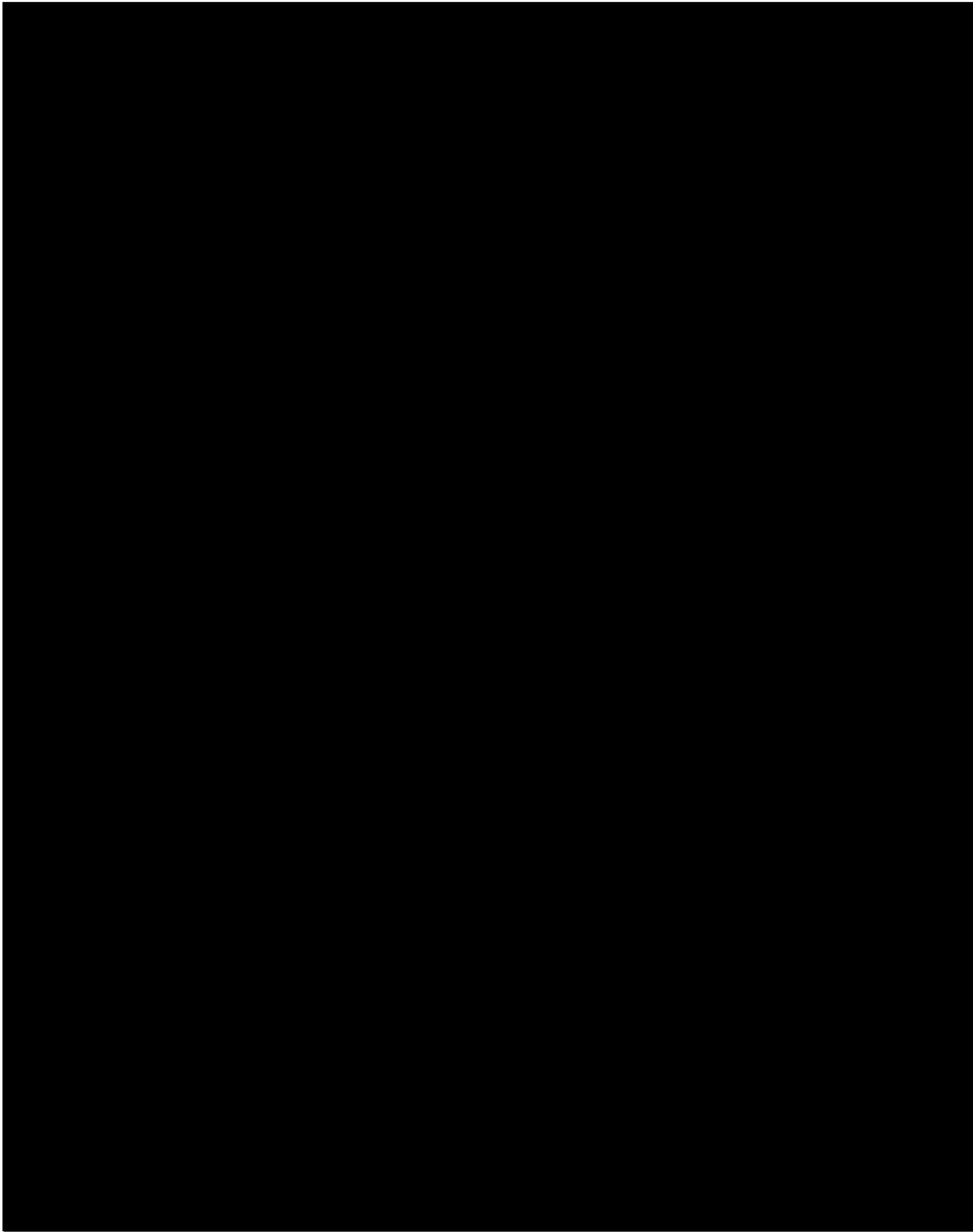
[REDACTED]

3. Pursuant to the provisions of the Loan Documents and Division 9 of the California Commercial Code ("CUCC"), Borrower shall immediately, following demand from Lenders, either make available or deliver to Lenders, as secured parties (or Lenders' agents and representatives): (a) custody and possession of all of the Collateral whether located Borrower's chief executive office (the "Premises") or elsewhere, including receivables collections, cash on hand and on deposit in banks, all securities (including share certificates for each subsidiary of Borrower, if any), and all equipment, software, source code and related documentation; and (b) all books and records pertaining to the Collateral of all types, wherever located, including any computer records (including passwords and source codes) and books concerning accounts receivable, for the purpose of collecting and holding the same, preparing the Collateral for collection, sale or other disposition, and conducting such sale or disposition, provided that Borrower, upon reasonable notice and for a proper purpose, shall have access to, and the ability to make copies of, such records and books.

[REDACTED]



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JTK/420408.2



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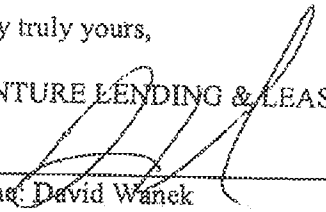
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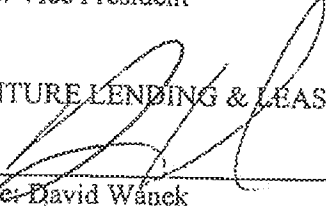
If you agree to the terms of this Agreement, please indicate your agreement by signing and returning the enclosed copy of this Agreement.

Very truly yours,

VENTURE LENDING & LEASING V, INC.

By: 
Name: David Wanek
Title: Vice President

VENTURE LENDING & LEASING VI, INC.

By: 
Name: David Wanek
Title: Vice President

ACKNOWLEDGED AND AGREED as of the date first written above:

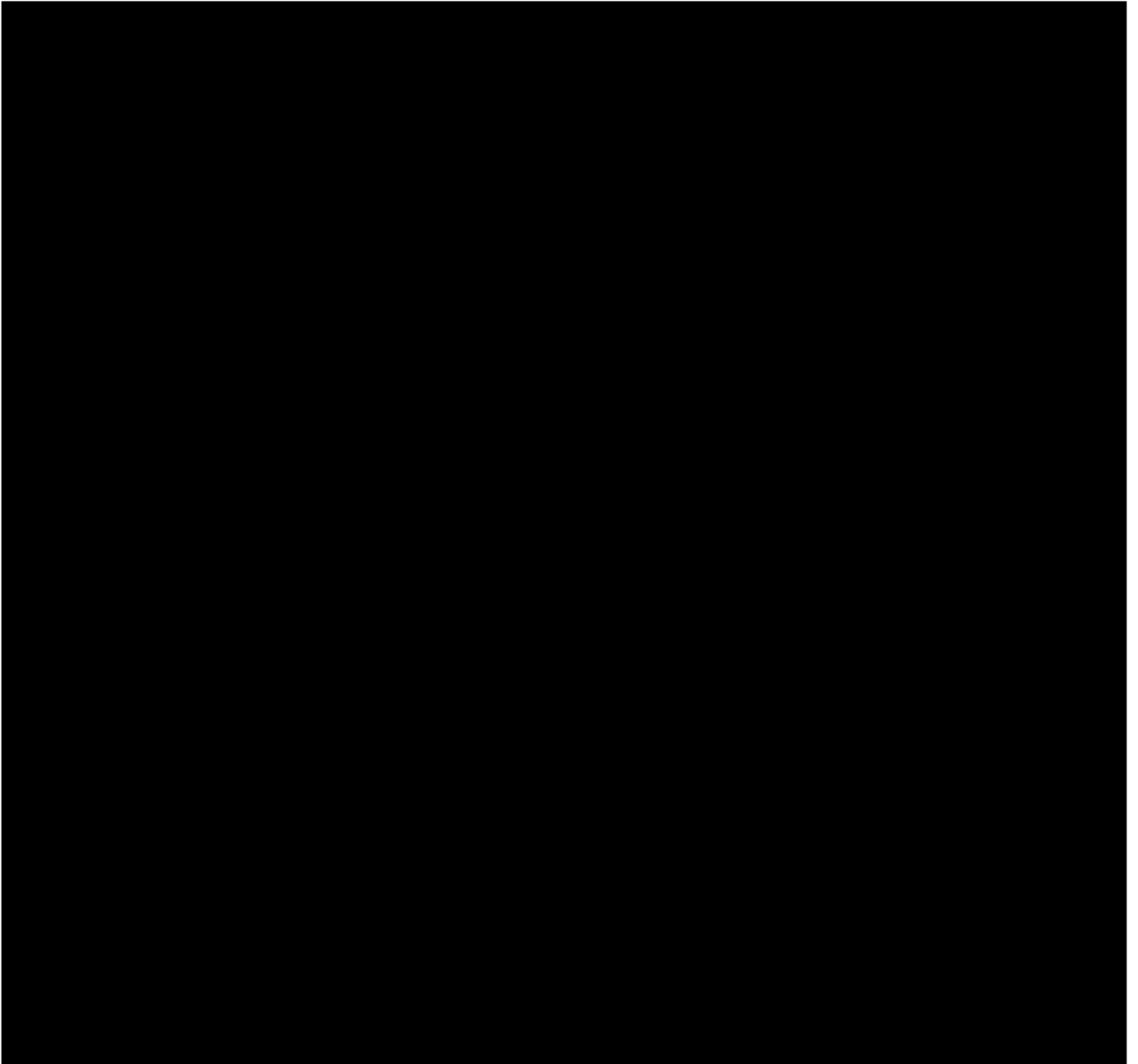
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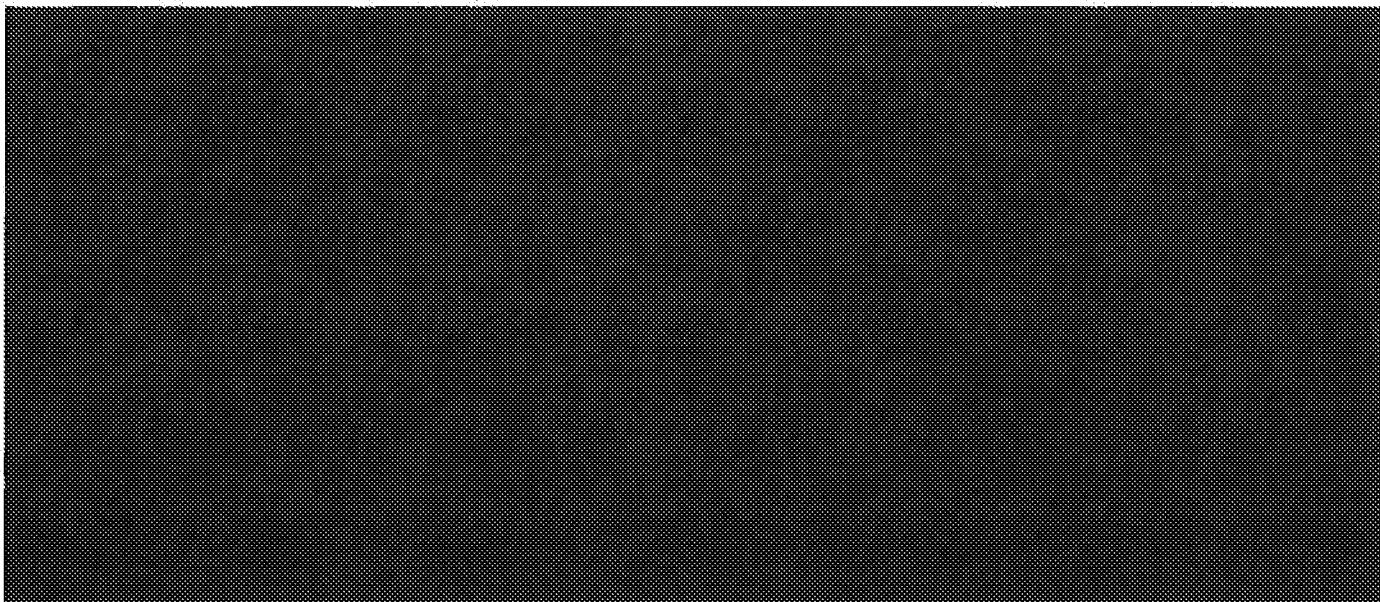
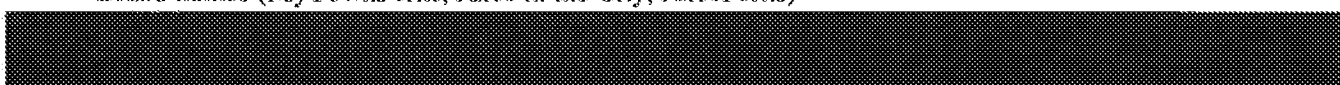
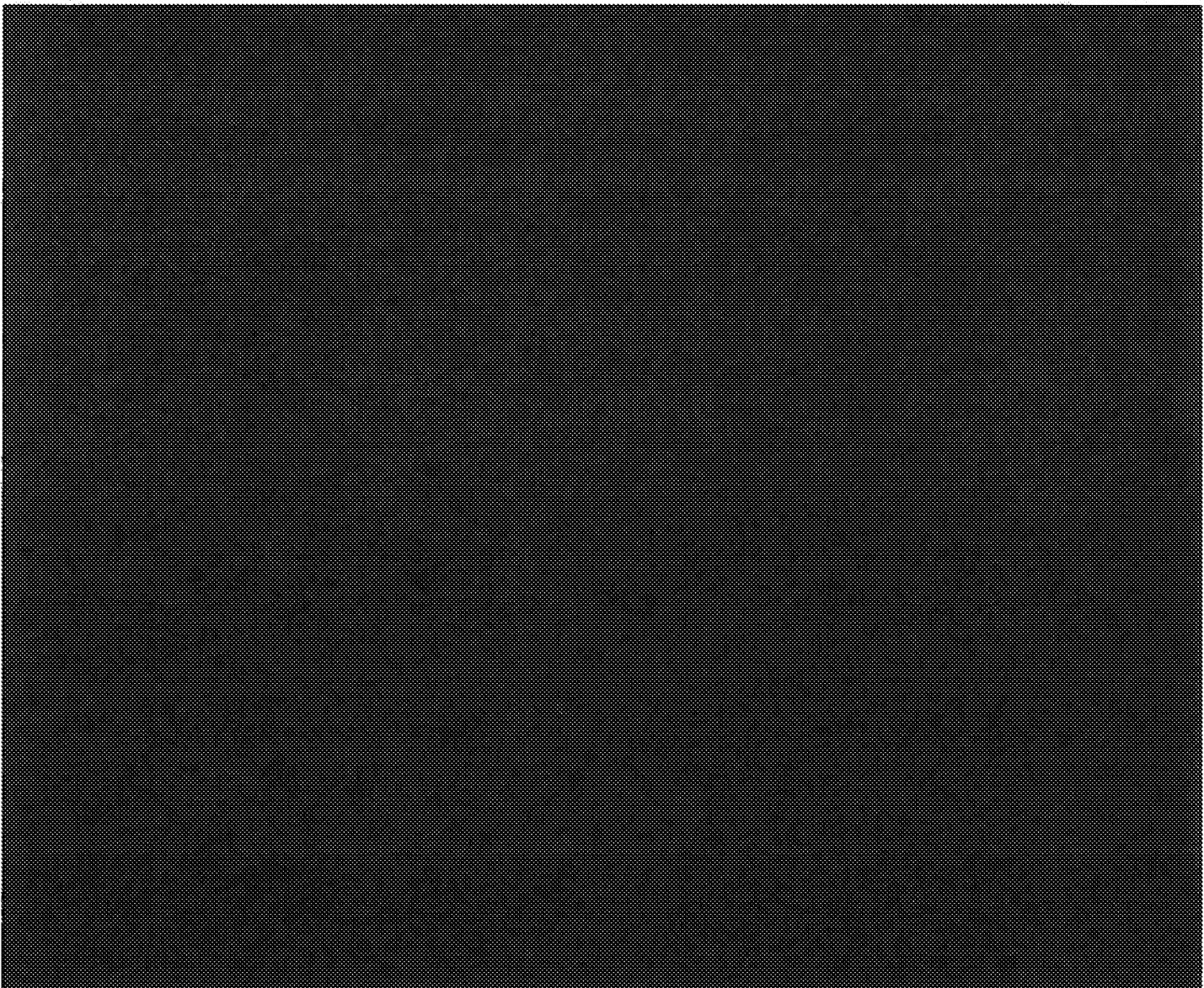


By:
Name: Rich Razgaitis
Title: Chief Executive Officer



The term "Transferred Assets" means all right, title and interest in, to and under all of the tangible and intangible assets, properties and rights of Debtor that constituted Collateral (as defined in the Loan Agreements), are in existence and owned by Debtor as of the date of the Bill of Sale to which this Exhibit is attached and were used or useful or held for use in or related to the Debtor's business as a going concern, including but not limited to the following assets:



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- Trademark Gaggle of Chicks (U.S. Reg. No. 3907902)
 - Brand names (MyTownPerks, Juice in the City, JuicePerks)
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YSR

