

MRP 11/20/13

RE 900270098

TRADEMARK ASSIGNMENT

11/26/2013

Electronic Version v1.1
 Stylesheet Version v1.1



103664139

SUBMISSION TYPE: CORRECTIVE ASSIGNMENT

NATURE OF CONVEYANCE: Corrective Assignment to correct the assignment to delete SN 85548814 and RN 4036088 previously recorded on Reel 005122 Frame 0663. Assignor(s) hereby confirms the assignment of SN 85681296.

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
QS Holdings, Inc.		09/24/2013	CORPORATION: TEXAS

RECEIVING PARTY DATA

Name:	CH QS, LLC
Street Address:	8214 Westchester Drive
Internal Address:	Suite 730
City:	Dallas
State/Country:	TEXAS
Postal Code:	75225
Entity Type:	LIMITED LIABILITY COMPANY: TENNESSEE

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Serial Number:	85681296	ENERGY BY THE HOUR

CORRESPONDENCE DATA

Fax Number: 2142064330
 Phone: 214-206-4301
 Email: molly@richardlawgroup.com

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

Correspondent Name: Molly Buck Richard
 Address Line 1: 8411 Preston Road
 Address Line 2: Suite 890
 Address Line 4: Dallas, TEXAS 75225

NAME OF SUBMITTER:	Molly Buck Richard
Signature:	/Molly Buck Richard/
Date:	10/28/2013

Total Attachments: 6
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RECEIPT INFORMATION

ETAS ID: TM284712
 Receipt Date: 10/28/2013
 Fee Amount: \$90

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

09/25/2013
 900267078

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
QS Holdings, Inc.		09/24/2013	CORPORATION: <u>TEXAS</u>

RECEIVING PARTY DATA

Name:	CH QS, LLC
Street Address:	8214 Westchester Drive, Ste. 730
City:	Dallas
State/Country:	TEXAS
Postal Code:	75225
Entity Type:	LIMITED LIABILITY COMPANY: TEXAS

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Serial Number:	85548814	QUICK STICKS
Serial Number:	85681296	ENERGY BY THE HOUR
Registration Number:	4036088	GLUCOSE QUICK STICKS

CORRESPONDENCE DATA

Fax Number: 2143788290
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
 Phone: 214-378-8270
 Email: rsussman@csmlaw.net
 Correspondent Name: Ronald Sussman
 Address Line 1: 8333 Douglas Ave., Ste. 1525
 Address Line 4: Dallas, TEXAS 75225

ATTORNEY DOCKET NUMBER:	NOLAN
NAME OF SUBMITTER:	Ronald Sussman

OP \$90.00 85548814

Signature:	/Ronald Sussman/
Date:	09/25/2013
Total Attachments: 6 source=Assignment of Assets.exe#page1.tif source=Assignment of Assets.exe#page2.tif source=Assignment of Assets.exe#page3.tif source=Assignment of Assets.exe#page4.tif source=Assignment of Assets.exe#page5.tif source=Assignment of Assets.exe#page6.tif	

TRADEMARK AND INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS TRADEMARK AND INTELLECTUAL PROPERTY SECURITY AGREEMENT ("Agreement"), is entered into effective as of February ____, 2013, is by and between QS Holdings, Inc., a Texas corporation ("Debtor"), whose address is 2807 Allen Street, Suite 373, Dallas, Texas 75204, Attention: Cole Egger, President, and CH QS, LLC as Agent (herein so called), whose address is 8214 Westchester Drive, Suite 730, Dallas, Texas 75225, for the benefit of the Secured Parties identified on Exhibit "A" (individually and collectively, the "Secured Party").

WHEREAS, Debtor and Secured Party have entered into that certain \$250,000 Promissory Note as of even date herewith (the "Note"), that certain Security Agreement pledging all of the assets of Debtor, including those assets more particularly addressed herein (the "Security Agreement") and other documents relating to and securing performance under the Note (collectively, the "Loan Documents");

WHEREAS, the Secured Parties funding under the Note is contingent upon the execution and delivery of this Agreement by the parties hereto and the recordation of this Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Grant of Security Interest. Debtor does hereby grant to Secured Party a continuing security interest in all of the following (collectively, the "Trademark and Intellectual Property Collateral"), whether presently existing or hereafter arising or acquired, to secure the payment of the Note and satisfaction of Debtor's obligations under the Loan Documents:

(a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, designations, slogans, and other source or business identifiers, designs and general intangibles of like nature, and all prints, tags, brochures, advertisements, signage and labels on which any of the foregoing have appeared or appear, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith including, without limitation, any such registrations, recordings and applications, if any, in the United States Patent and Trademark Office, any State thereof, or any other country, and all renewals thereof (each of the foregoing items listed in this paragraph being herein called a "Trademark," and collectively called the "Trademarks"), including, without limitation, each Trademark listed on Schedule 1 attached hereto (and all amendments, supplements, restatements and modifications thereof or thereto from time to time), and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark;

(b) each agreement granting any right to use any Trademark attached (each herein called a "Trademark License," and collectively called the "Trademark Licenses"), including, without limitation, each Trademark License listed in Schedule 1 (and all amendments, supplements, restatements and modifications thereof or thereto from time to time); and

(c) all patents and patent applications, processes, formulae, know-how and other intellectual property relating to the products presently and hereafter offered by Debtor, including the Glucose Quick Sticks and Energy By The Hour Powder, as more particularly described in Exhibit A, together with any continuations, continuations-in-part and divisional applications thereof and all patents issuing thereon (including reissues, renewals, reexaminations, extensions, and foreign counterparts of the foregoing), together with all modifications of and improvements to the foregoing (collectively, the "Intellectual Property")

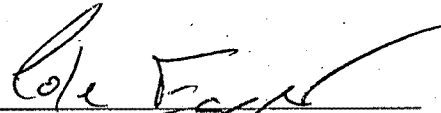
(d) all substitutions for and improvements, products and proceeds of, and all renewals and replacements of, any of the foregoing, and all general intangibles relating to or arising in connection with any of the foregoing, including, without limitation, any claim with respect to same, including for past, present or future infringement or dilution of any Trademark or Intellectual Property, or for injury to the goodwill associated with any Trademark or Patent, or for unfair competition of any type or nature whatsoever, and all insurance and claims for insurance with respect to same.

2. Miscellaneous. This security interest is granted in conjunction with the liens granted to Secured Party pursuant to the Security Agreement. Debtor does hereby further acknowledge and affirm that the rights and remedies of Secured Party respect to the security interest in the Trademark and Intellectual Property Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. The terms and provisions hereof are in addition to, and not in limitation of or limited by, those of the Security Agreement, the Note and the other Loan Documents. The attached Schedule 1 is incorporated herein by reference for all purposes. Capitalized terms used herein and not otherwise defined shall have the meaning given to them in the Security Agreement. **THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS AND THE UNITED STATES OF AMERICA, INCLUDING WITHOUT LIMITATION, THE UNITED STATES TRADEMARK LAWS.** This Agreement shall be binding upon Debtor, and the trustees, receivers, successors and assigns of Debtor, including all successors in interest of Debtor in and to all or any part of the Trademark and Intellectual Property Collateral, and shall benefit Secured Party and its successors and assigns. If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, the legality, validity and enforceability of the remaining provisions of this Agreement shall not be affected thereby, and this Agreement shall be liberally construed so as to carry out the intent of the parties to it. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same agreement, and any of the parties hereto may execute this Agreement by signing any such counterpart. The section headings appearing in this Agreement have been inserted for convenience only and shall be given no substantive meaning or significance whatever in construing the terms and provisions of this Agreement.

Debtor and Secured Party have caused this Agreement to be duly executed by their respective officers thereunto as of the date and year first above written.

DEBTOR:

QS HOLDINGS, INC.,
a Texas corporation

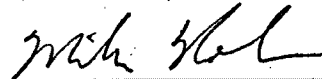
By: 
Cole Egger, President

Address: 2807 Allen St., Suite 373
Dallas, Texas 75204

SECURED PARTY:

EXECUTED BY AGENT ON BEHALF
OF ALL SECURED PARTIES:

CH QS, LLC

By: 
Mike Nolan, Manager

Address: 8214 Westchester Drive, Suite 730
Dallas, Texas 75225

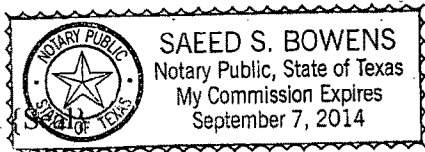
Attachments:

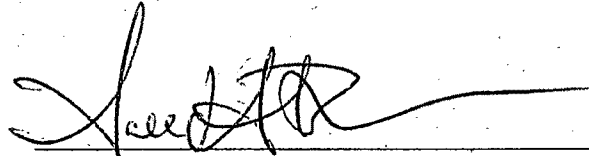
Exhibit "A" – Secured Parties Names and Addresses

Schedule 1 - Trademarks

THE STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on 2/26, 2013, by Cole Egger,
President of QS Holdings, Inc.

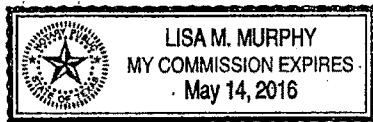




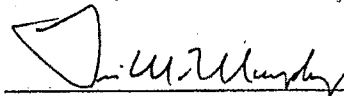
Notary Public, State of Texas

THE STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on March 19, 2013, by Mike Nolan,
Manager of CH QS, LLC.



{Seal}



Notary Public, State of Texas

EXHIBIT "A"

Secured Parties Names and Addresses

Club Hill Partners, Ltd.
8214 Westchester Drive
Suite 730
Dallas, Texas 75225

Kent Lefevre
PO Box 177
Tuscola, Texas 79562

Bruce Evans
7032 Creek Bend
Dallas, Texas 75252

Michael Bartlett
2725 N. Spring Drive
Richardson, Texas 75082

John Spence Nelson
JSN/AAK Enterprises, LLC
6305 Branchwood Trail
Flower Mound, Texas 75028

Fred G. Marxer
18040 Windtop
Dallas, Texas 75287

Robert Luchsinger
10500 Metric Dr., Ste. 112
Dallas, Texas 75243

DB^2 Investments, Ltd.
Daniel Burgess
724 Castle Creek Dr.
Coppell, Texas 75019

TWL Group, LP
Timothy Looney
6326 Carrington Drive
Dallas, Texas 75254

Robert J. Dobrient
5522 Wenonah Dr.
Dallas, Texas 75209

**SCHEDULE 1 TO
TRADEMARK SECURITY AGREEMENT**

TRADEMARKS

Energy By The Hour:

- 8,568,1296

TRADEMARK LICENSES

FORMULAE, PATENTS, PATENT APPLICATIONS, PATENTS PENDING

Utility and Design Applications:

- 61613586
- 21419706

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**TRADEMARK AND INTELLECTUAL PROPERTY
SECURITY AGREEMENT – Page 6**