

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
TOUCH, LLC		12/16/2013	LIMITED LIABILITY COMPANY: NEVADA
RECEIVING PARTY DATA			
Name:	LEVINE LEICHTMAN CAPITAL PARTNERS III, L.P., AS COLLATERAL AGENT		
Street Address:	335 NORTH MAPLE DRIVE		
Internal Address:	SUITE 130		
City:	BEVERLY HILLS		
State/Country:	CALIFORNIA		
Postal Code:	90210		
Entity Type:	LIMITED PARTNERSHIP: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3056041	PURE	
CORRESPONDENCE DATA			
Fax Number:	2138308743		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	213-680-6400		
Email:	kimberley.lathrop@bingham.com		
Correspondent Name:	KIMBERLEY A. LATHROP		
Address Line 1:	BINGHAM MCCUTCHEN LLP		
Address Line 2:	355 SOUTH GRAND AVENUE		
Address Line 4:	LOS ANGELES, CALIFORNIA 90071		
ATTORNEY DOCKET NUMBER:	3212285.325123		
NAME OF SUBMITTER:	Kimberley A. Lathrop		

Signature:	/Kimberley A. Lathrop/
Date:	12/30/2013
Total Attachments: 6 source=Pure - TSA#page1.tif source=Pure - TSA#page2.tif source=Pure - TSA#page3.tif source=Pure - TSA#page4.tif source=Pure - TSA#page5.tif source=Pure - TSA#page6.tif	

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT (as amended, restated, supplemented or otherwise modified from time to time, this "Agreement") dated as of December 16, 2013, by TOUCH, LLC, a Nevada limited liability company (the "Company"), and each of the other persons, if any, designated as a Grantor on the signature pages hereof (collectively, the "Grantors"), in favor of LEVINE LEICHTMAN CAPITAL PARTNERS III, L.P., as Collateral Agent (the "Secured Party").

WITNESSETH:

WHEREAS, Company is the surviving entity of a merger ("Merger") between the Company and NMP LLC, pursuant to the terms of a Merger Agreement dated October 17, 2013 among NMP Holding LLC (the "Sole Member"), NMP LLC and the Company (the "Merger Agreement").

WHEREAS, pursuant to the Merger Agreement a portion of the merger consideration will be paid pursuant to the terms of a Secured Promissory Note dated the date of the Merger (the "Note"), executed by the Company and payable to the order of the Secured Party as payment agent and Members' Representative (as defined in the Merger Agreement) in the aggregate principal amount of Twenty Million Dollars (\$20,000,000).

WHEREAS, the Secured Obligations (as defined in the Security Agreement referred to below) are secured by the Collateral described in that certain Pledge and Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement") among the Company and the Sole Member, as grantors, and Secured Party.

WHEREAS, this Agreement is given by the Grantors in favor of the Secured Party to further secure the payment and performance of all of the Secured Obligations.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Note, or, if not therein, in the Security Agreement. The term "Trademarks" shall mean all of the trademarks, trademark registrations, trademark applications, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, other business identifiers, prints and labels of each Grantor on which any of the foregoing have appeared or appear, all registrations and recordings thereof, and all applications in connection therewith (other than "intent to use" applications until a verified statement of use is filed with respect to such applications), including, without limitation, the registered trademarks, trade names and service marks for which registration has been obtained or for which applications to register are pending listed on Schedule 1(a) attached hereto and hereby made a part hereof, and all renewals, extensions and continuations of any of the foregoing, and all income, royalties, damages and payments now and hereafter due and/or payable under or with

respect to any of the foregoing, including, without limitation, damages and payments for past, present or future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. To secure the Secured Obligations, each Grantor hereby grants to the Secured Party a continuing security interest in all of its right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) each Trademark listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark;

(b) any and all licenses with respect to the Trademarks, including, without limitation, each of the licenses listed on Schedule 1(b) hereto; and

(c) all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or (ii) injury to the goodwill associated with any Trademark.

3. AGREEMENT; SECURITY AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to the Secured Party pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Secured Party with respect to the security interest in the Trademark 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.

4. COUNTERPARTS. This Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Agreement by signing and delivering one or more counterparts.

5. SEVERABILITY. In the event and to the extent that any provision hereof shall be deemed to be invalid or unenforceable by reason of the operation of any law or by reason of the interpretation placed thereon by any court, this Agreement shall to such extent be construed as not containing such provision, but only as to such locations where such law or interpretation is operative, and the invalidity or unenforceability of such provision shall not affect the validity of any remaining provisions hereof, and any and all other provisions hereof which are otherwise lawful and valid shall remain in full force and effect.

6. ASSIGNMENTS. This Agreement shall create a continuing lien on and security interest in the Trademark Collateral and shall be binding upon each Grantor and its

successors and assigns and shall inure to the benefit of the Secured Party and its successors and permitted assigns.

7. GOVERNING LAW. This Agreement, and the rights and duties of the parties hereto, shall be construed and determined in accordance with the internal laws of the State of Nevada.


[signature page follows]

IN WITNESS WHEREOF, each Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTORS:

TOUCH, LLC, as Grantor

By: NMP Holding LLC, its sole member

By: 
Name: NICK MCCABE
Title: MANAGING MEMBER


Address for Notices:
5555 Radura Avenue, Suite 120
Las Vegas, NV 89118

[Signature Page to Trademark Security Agreement]

ACCEPTED AND ACKNOWLEDGED BY:

LEVINE LEICHTMAN CAPITAL PARTNERS III,
L.P., as the Secured Party

By: Levine Leichtman Capital Partners, Inc., a
California corporation

By: 
Name: Steven Hartman
Title: Authorized Signatory

[Signature Page to Trademark Security Agreement]

SCHEDULE 1(a)
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS

Trademark	Application Number	File Date	Registration Number	Registration Date	Trademark Status
PURE	76610258	08/27/2004	3056041	01/31/2006	Registered

SCHEDULE 1(b)
to
TRADEMARK SECURITY AGREEMENT

LICENSES

The manager of Pure nightclub has been granted a non-exclusive, royalty free license to use the Pure trademarks, and other related intellectual property, as necessary to carry out the management duties required of it related to the operation of Pure nightclub.