

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
Pom Pom, Inc.		02/25/2014	CORPORATION: WASHINGTON
RECEIVING PARTY DATA			
Name:	CBC Partners I, LLC		
Street Address:	305 108th Avenue NE, Suite 101		
City:	Bellevue		
State/Country:	WASHINGTON		
Postal Code:	98004		
Entity Type:	LIMITED LIABILITY COMPANY: WASHINGTON		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	85935804	POM POM	
Serial Number:	85935704	SWEAT IN STYLE	
CORRESPONDENCE DATA			
Fax Number:	5037782200		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	(503) 778-2137		
Email:	trademarks@lanepowell.com		
Correspondent Name:	Lisa M. Davis, c/o Lane Powell PC		
Address Line 1:	601 SW 2nd Avenue, Suite 2100		
Address Line 4:	Portland, OREGON 97204		
ATTORNEY DOCKET NUMBER:	POM POM		
NAME OF SUBMITTER:	Lisa M. Davis		
Signature:	/lisamdavis/		

Date:

02/28/2014

Total Attachments: 4

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ATTACHMENT II TO SECURITY AGREEMENT

GRANT OF SECURITY INTEREST
(TRADEMARKS AND COPYRIGHTS)

This GRANT OF SECURITY INTEREST, dated as of February 25, 2014, is executed by POM POM, INC., a Washington corporation ("**Grantor**"), in favor of CBC PARTNERS I, LLC ("**CBC**").

A. Pursuant to a Secured Promissory Note dated as of February 25, 2014 (as may be amended, restated, supplemented, and modified from time to time, the "**Note**"), by and between BE LABS, LLC ("**Borrower**") and CBC, CBC has agreed to lend to Borrower the sum of One Million Five Hundred Thousand Dollars (\$1,500,000.00) (the "**Loan**").

B. As a condition precedent to making the Loan, CBC requires that Borrower cause that Grantor grant a security interest in all intellectual property owned by Grantor, and receipt by CBC of this Security Agreement duly executed by Grantor.

C. The making of the Loan by CBC to Borrower is of value to Grantor, is reasonably expected to benefit Grantor, directly or indirectly, and is in furtherance of Grantor's personal and business interests.

D. Grantor owns the trademarks, copyrights, applications for trademarks, and/or applications for copyrights, of the United States, more particularly described on Schedules I-A and I-B annexed hereto as part hereof (collectively, the "**Intellectual Property**");

E. Grantor has entered into an Intellectual Property Security Agreement dated the date hereof (the "**Security Agreement**") in favor of CBC; and

F. Pursuant to the Security Agreement, Grantor has granted to CBC a security interest in all right, title, and interest of Grantor in and to the Intellectual Property, together with any reissue, continuation, continuation-in-part, or extension thereof, and all proceeds thereof, including any and all causes of action that may exist by reason of infringement thereof for the full term of the Intellectual Property (collectively, the "**Collateral**"), to secure the prompt payment, performance, and observance of the Liabilities, as defined in the Note;

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby further grant to CBC a security interest in the Collateral to secure the prompt payment, performance, and observance of the Liabilities.

Grantor does hereby further acknowledge and affirm that the rights and remedies of CBC with respect to the security interest in the Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

CBC's address is:

CBC Partners I, LLC
305 108th Avenue NE, Suite 101
Bellevue, WA 98004
Attn: Alan Hallberg

With a copy to:

Lane Powell PC
1420 Fifth Avenue, Suite 4200
P.O. Box 91302
Seattle, WA 98111-9402
Attn: Stephanie Stephens

IN WITNESS WHEREOF, Grantor has caused this Grant of Security Interest to be executed as of the day and year first above written.

POM POM, INC.

By: _____

Name: Kristine Hardig

Its: President



ALL-PURPOSE ACKNOWLEDGMENT

STATE OF Washington)
) ss.
 COUNTY OF King)

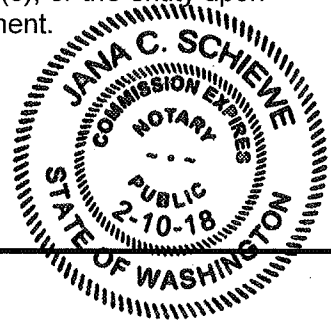
On February 24 2014, before me, Jana Schiewe
 (Name and Title of Officer)

personally appeared Kristine Hardig

- 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.

Jana C. Schiewe
 Signature Of Notary



OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

Individual
 Corporate Officer

_____ Title(s)

Partner(s) Limited
 Attorney-In-Fact General
 Trustee(s)
 Guardian/Conservator
 Other: _____

Signer is representing:
 Name Of Person(s) Or Entity(ies)

DESCRIPTION OF ATTACHED DOCUMENT

_____ Title Or Type Of Document

_____ Number Of Pages

_____ Date Of Document

_____ Signer(s) Other Than Named Above

SCHEDULE 1-A TO GRANT OF SECURITY INTEREST

TRADEMARKS

<u>Mark</u>	<u>Serial No. / Reg. No.</u>	<u>Status</u>
POM POM	85935804	Filed 5/17/13
SWEAT IN STYLE	85935704	Filed 5/17/13