

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM314977

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Susan Jeffers		08/22/2014	INDIVIDUAL: UNITED STATES
RECEIVING PARTY DATA			
Name:	The Jeffers/Shelmerdine Family Trust		
Street Address:	1212 Abbot Kinney Boulevard, Unit C		
City:	Venice		
State/Country:	CALIFORNIA		
Postal Code:	90291		
Entity Type:	TRUST: UNITED STATES		
Composed Of:	<ul style="list-style-type: none"> Mark Edward Alexander Shelmerdine, CALIFORNIA, TRUSTEE 		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	3338920	FEEL THE FEAR...AND DO IT ANYWAY	
Registration Number:	2815323	FEEL THE FEAR...AND DO IT ANYWAY	
Registration Number:	2886865	FEEL THE FEAR ... AND DO IT ANYWAY	
Registration Number:	2886866	FEEL THE FEAR...AND DO IT ANYWAY	
Registration Number:	2828211	FEEL THE FEAR ... AND DO IT ANYWAY	
Registration Number:	3338961	FEEL THE FEAR...AND DO IT ANYWAY	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	5123225200		
Email:	tmcentral@pirkeybarber.com		
Correspondent Name:	Christopher L. Graff		
Address Line 1:	600 Congress Avenue Suite 2120		
Address Line 4:	Austin, TEXAS 78701		
ATTORNEY DOCKET NUMBER:	JEFS002		
NAME OF SUBMITTER:	Christopher L. Graff		
SIGNATURE:	/cl graff/		
DATE SIGNED:	08/22/2014		

OP \$165.00 3338920

Total Attachments: 20

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IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In Re:

Mark	App. No.	Reg. No.	Reg. Date	Class
FEEL THE FEAR...AND DO IT ANYWAY	77/122,457	3,338,920	11/20/2007	9
FEEL THE FEAR...AND DO IT ANYWAY	76/118,213	2,815,323	2/17/2004	16
FEEL THE FEAR...AND DO IT ANYWAY	76/118,214	2,886,865	9/21/2004	21
FEEL THE FEAR...AND DO IT ANYWAY	76/118,215	2,886,866	9/21/2004	25
FEEL THE FEAR...AND DO IT ANYWAY	76/118,216	2,828,211	3/30/2004	28
FEEL THE FEAR...AND DO IT ANYWAY	77/123,238	3,338,961	11/20/2007	41

DECLARATION OF ASSIGNMENT

I, Christopher L. Graff, declare as follows:

I am a Member with the law firm Pirkey Barber PLLC, and am making this declaration concerning the above-referenced U.S. Federal Registrations as a duly appointed legal representative of The Jeffers/Shelmerdine Family Trust.

The original registrant of these registrations, Ms. Susan Jeffers, died on October 27, 2012. All her estate, including these trademarks and registrations thereof, together with the goodwill of the business symbolized by the trademarks, passed to The Jeffers/Shelmerdine Family Trust, of which her husband, Mark Shelmerdine, is the sole trustee.

Attached to this declaration is the *Declaration of Trustee and Abstract of Trust* for The Jeffers/Shelmerdine Family Trust, including the certified copy of Ms. Jeffers' death certificate.

I declare under penalty of perjury that the foregoing statements based on personal knowledge are true and correct and the statements made on information and belief are true and correct to the best of my knowledge.

Executed in Austin, Texas on August 22, 2014.

CHRISTOPHER L. GRAFF

Signature: _____

RECORDING REQUESTED BY:

TOBI J. CHINSKI, ESQ.
LAW OFFICES OF TOBI CHINSKI
11377 WEST OLYMPIC BOULEVARD
5TH FLOOR
LOS ANGELES, CALIFORNIA 90064

WHEN RECORDED MAIL TO:

TOBI J. CHINSKI, ESQ.
LAW OFFICES OF TOBI CHINSKI
11377 WEST OLYMPIC BOULEVARD
5TH FLOOR
LOS ANGELES, CALIFORNIA 90064

DECLARATION OF TRUSTEE AND ABSTRACT OF TRUST

I, the undersigned, declare that:

1. SUSAN JANE JEFFERS and MARK EDWARD ALEXANDER SHELMEARDINE are the Trustors and the initial Trustees of THE JEFFERS/SHELMEARDINE FAMILY TRUST dated October 5, 2012 (the "Trust"). The Trust has not previously been recorded.
2. Article Three, Paragraph 1 of the Trust provides that, upon the death of Susan Jane Jeffers, Mark Edward Alexander Shelmeardine shall serve as sole Trustee of the Trust (the "Trustee").
3. SUSAN JANE JEFFERS passed away on October 27, 2012, as evidenced by a certified copy of her death certificate, attached hereto.
4. As Trustee of the Trust, I hold the assets of the Trust for the benefit of the beneficiaries named in the Trust.
5. Attached to this Declaration is an abstract of the Declaration of Trust which sets forth the Trustee and the trust administration provisions which govern the Trust.

I declare under penalty of perjury that the foregoing is true and correct.

STATE OF CALIFORNIA

CERTIFICATION OF VITAL RECORD

COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC HEALTH

3052012195665

CERTIFICATE OF DEATH

3201219044056

1. NAME OF DECEASED - FIRST, MIDDLE, LAST: SUSAN
 2. LAST Surname: JEFFERS
 3. BIRTH DATE: 03/03/1938
 4. AGE: 74
 5. SEX: F
 6. RACE: WHITE
 7. MARRIAGE STATUS: MARRIED
 8. DATE OF DEATH: 10/27/2012
 9. HOUR: 0250
 10. OCCASION OF DEATH: PUBLISHING
 11. YEARS IN CALIFORNIA: 30
 12. STATE OF BIRTH: CALIFORNIA
 13. MARITAL STATUS: MARRIED
 14. TYPE OF DEATH: CR/SEA
 15. PLACE OF DEATH: AT SEA OFF THE COAST OF LOS ANGELES COUNTY
 16. PLACE OF BIRTH: NEW YORK
 17. CAUSE OF DEATH: METASTATIC CARCINOMA OF UNKNOWN PRIMARY
 18. SIGNATURE OF DECEASED: NONE
 19. SIGNATURE OF REGISTRAR: Jonathan E. Fielding, MD
 20. DATE ISSUED: NOV - 5 2012

STATE REGISTRAR A B C D E

This is a true certified copy if the record filed in the County of Los Angeles Department of Public Health if it bears the Registrar's signature in purple ink.

* HD 3005154 *

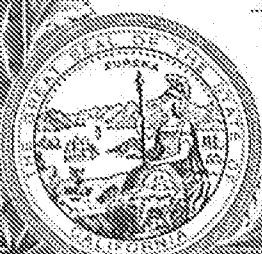
Jonathan E. Fielding MD, Director of Public Health and Registrar

NOV - 5 2012

This copy not valid unless prepared on engraved border displaying serial and signature of Registrar.

TRADEMARK

ANY REPRODUCTION OR ALTERATION OF ORIGINAL VOID. REEL: 005350 FRAME: 0606



ABSTRACT OF TRUST WITH DISPOSITIVE PROVISIONS
REMOVED.

THE JEFFERS/SHELMERDINE FAMILY TRUST

ARTICLE ONE

ESTABLISHMENT OF THE TRUST

SUSAN JANE JEFFERS and MARK EDWARD ALEXANDER
SHELMERDINE, as Trustors, and SUSAN JANE JEFFERS and MARK EDWARD
ALEXANDER SHELMERDINE, as Trustees (the "Trustee"), agree as follows:

1. The words "we", "us", "our", "ours" and "ourselves" refer to SUSAN JANE JEFFERS and MARK EDWARD ALEXANDER SHELMERDINE, the Trustors.
2. The words "this Trust" mean THE JEFFERS/SHELMERDINE FAMILY TRUST.
3. We transferred to the Trustee the property listed on Schedule A attached to the end of this Agreement. All property listed on Schedule A is our community property.
4. We transferred that property without consideration from the Trustee.
5. That property, and any other property transferred by us to the Trustee (the "trust estate"), shall be held, administered and distributed as provided in this Agreement.
6. We shall have the right, at any time or times, to add to the trust estate other property, either community or separate, which is acceptable to the Trustee. Any property transferred to the trust estate shall retain its character, as either community or separate property. As long as both of us are living, any of our community property which becomes subject to this Trust, together with any income derived from that property, shall be held, administered and distributed by the Trustee as our community property.

ARTICLE TWO

DECLARATIONS REGARDING FAMILY

We are husband and wife. We are both United States citizens. Susan has two (2) children by a prior marriage now living, namely, GERALD MARK GERSHMAN and LESLIE ROSE GERSHMAN WANDMACHER, both of whom are adults. Mark has two (2) children by a prior marriage now living, namely, GUY RICHARD THOMAS SHELMERDINE and ALICE PHILIPPA SHELMERDINE, both of whom are adults. All references in this Trust to "our children" are to Susan's children and to Mark's children. Neither of us has deceased children.

ARTICLE THREE
SUCCESSOR TRUSTEES

1. **Trustee.** If Susan is unable or unwilling to continue to serve as a Trustee, the other of us shall serve as sole Trustee. If Mark is unable or unwilling to continue to serve as Trustee, we appoint MARCIA JEFFERS to serve as the Trustee.

2. **No Bond.** No individual who serves as a Trustee shall be required to post any bond, whether serving as Co-Trustee or as sole Trustee.

ARTICLE SEVEN
AMENDMENT AND REVOCATION

1. Amendment, etc. While We Are Both Living. While both of us are living, we may together from time to time, amend, modify or revoke in whole or in part this Agreement or the trusts created by this Agreement, by delivering to the Trustee a signed and acknowledged instrument. While both of us are living, either of us may alone from time to time amend, modify or revoke in whole or in part this Agreement or the trusts created by this Agreement, by delivering to the Trustee a signed and acknowledged instrument, with a copy thereof delivered to the other of us, but in that case such amendment, modification or revocation shall be effective only as it relates to the community property interest and the separate property interest of the one of us so signing in the trust estate. Property received upon revocation by us or by either of us shall retain its community or separate property character.

2. Amendment, etc. After Decedent's Death. After the death of the Decedent, the trust shall be irrevocable as to the Decedent's Trust, but the Survivor shall have every power of ownership over the Survivor's Trust, including, but not limited to, the power (a) to revoke the trust as to the Survivor's Trust or any part of it; and (b) to appoint the Survivor's Trust pursuant to the provisions of this Agreement. To the extent any part of the Survivor's Trust is not appointed by the Survivor by a Will or Codicil or written, acknowledged instrument pursuant to the provisions of this Agreement, the Survivor's Trust shall become irrevocable at the death of the Survivor and shall pass upon the Survivor's death pursuant to the provisions of this Agreement.

ARTICLE EIGHT
FURTHER PROVISIONS REGARDING THE TRUSTEE

1. Liability of Trustee. No individual Trustee acting hereunder shall be responsible for any error of judgment or mistake of fact or law and any such Trustee shall be fully protected for any action taken in good faith or in accordance with the advice of counsel. No Trustee shall be responsible for the act, default or omission of any prior Trustee nor for the act, default or omission of his or her employees, agents or attorneys. Unless requested in writing by an adult beneficiary to do so, no successor Trustee shall have any duty to investigate or review any action of any prior Trustee and such successor Trustee may accept the accounting records of the prior Trustee without further investigation and without incurring any liability to any person claiming or having an interest in the trust estate.

2. Payments Before Notice of Event. Until the Trustee shall receive written notice of any birth, marriage, death, or any other event upon which the right to payments from this Trust may depend, the Trustee shall incur no liability to persons whose interests may have been affected by the event for disbursements made in good faith.

3. Accountings Until Survivor's Death. During the lifetime of either of us, the Trustee may account to both of us or to the Survivor, and our (or the Survivor's) written approval shall be final and conclusive with respect to transactions disclosed in the accounting as to all beneficiaries of the trust, including unborn and contingent beneficiaries.

4. Accountings After Survivor's Death. After the deaths of both of us, the Trustee may, in addition to any accounting required under the California Probate Code, render an accounting from time to time regarding the transactions of any trust created in this Agreement. Accountings shall be made by delivering a written accounting to each beneficiary entitled to current income distributions or, if there are no current income beneficiaries, to each beneficiary entitled to current distributions out of income or principal in the discretion of the Trustee, and to each living remainderman. If any person entitled to receive an accounting is a minor or is under a disability, the accounting shall be delivered to his parents or the guardian of his person if he is a minor or to the guardian or conservator of his person if he is under any other disability. Unless any beneficiary, including parents, guardians, or conservators of beneficiaries, shall deliver a written objection to the Trustee within 90 days after receipt of the accounting, the accounting shall be final and conclusive with respect to transactions disclosed in the accounting as to all beneficiaries of the trust, including unborn and unascertained beneficiaries. After settlement of the accounting by agreement of the parties objecting to it, or by expiration of the 90-day period, the Trustee shall no longer be liable to any beneficiary of the trust, including unborn and unascertained beneficiaries, with respect to transactions disclosed in the accounting, except for intentional wrongdoing or fraud of the Trustee.

5. Delegation of Powers. Any individual Co-Trustee shall have the power to delegate to the other Co-Trustee any or all of his or her powers as a Co-Trustee. This power of delegation shall be exercised by the delivery by such individual Co-Trustee to the other Co-Trustee of written notice specifying the powers delegated and the delegation shall terminate upon delivery by such individual Co-Trustee to the other Co-Trustee of written notice of termination. The Co-Trustee so delegating his or her powers shall incur no liability to any beneficiary of the trust estate with respect to the exercise of any power so delegated during the period of such delegation.

6. Original Co-Trustees May Act Alone. During any time that we are serving as Co-Trustees, either of us may exercise all of the powers granted to the Co-Trustees. The powers which either Co-Trustee may exercise without the joinder of the other include, but are not limited to, banking, including both deposits and withdrawals of trust funds; execution of contracts, granting of licenses for intellectual property, loans, either by or for the benefit of this Trust, deeds, deeds of trust, and mortgages; and sales or exchanges of trust assets, including real, personal or mixed property, stocks, bonds and other securities with respect to any corporation,

whether privately held or publicly traded; as well as the execution of any other documents reasonably necessary to effect any of the powers granted the Trustee. The signature of either of us while we are both serving as Co-Trustees shall bind this Trust, Co-Trustees, trust estate and the beneficiaries, their heirs, assigns, representatives and successors in interests. Any third party dealing with either of us serving as Co-Trustee shall be fully protected in relying on the signature of that Co-Trustee.

7. Automatic Resignation on Disability. Any individual Trustee shall have automatically resigned, without further act on his part, upon receipt by all other acting Trustees or, if there are none, by the successor Trustee or Trustees, or if no successor Trustee or Trustees are named herein, by all then income beneficiaries or their personal representatives, of a written instrument executed by such individual Trustee's physician certifying that such physician has examined the Trustee and has concluded, based upon such examination, that by reason of accident, physical or mental illness, progressive or intermittent physical or mental deterioration, or other similar cause, such Trustee has become unable to exercise prudently his powers as Trustee in the best interests of the beneficiaries of the trust estate. Any beneficiary, Trustee, Co-Trustee or successor Trustee named herein may require that the Trustee submit to such an examination, provided that the Trustee shall not be required to submit to an examination more frequently than once every six months. If such examination results in an automatic resignation of the Trustee, the cost of such examination shall be borne by the trust estate as a whole. If such examination does not result in the automatic resignation of the Trustee, the cost of such examination shall be charged against the interest of the beneficiary requesting such examination or, if requested by a Trustee, Co-Trustee or successor Trustee who has no beneficial interest in this Trust, shall be charged against such Trustee, Co-Trustee or successor Trustee individually.

8. Compensation of Trustee. The Trustee shall be entitled to reasonable compensation for services rendered to the trust estate. If there is more than one Trustee serving, then each Trustee shall be entitled to reasonable compensation.

9. Resignation. Any Trustee or Co-Trustee may resign by filing a notice of resignation with the successor Trustee or Co-Trustee, and with all then living adult beneficiaries who are then entitled to receive income or principal, either as a matter of right or in the discretion of the Trustee.

10. Vacancy. In the event of a vacancy in the trusteeship of a trust created under this Agreement, the named successor Trustee or Co-Trustee, as the case may be, shall fill such vacancy. In the event no successor has been designated in this Agreement, then the vacancy shall be filled by the decision of a majority of the remaining qualified and acting Co-Trustees, or if only one Trustee is then qualified and acting, by that Trustee. If there are no qualified and acting Co-Trustees or Trustee, then the vacancy shall be filled by the decision of a majority in

interest of the beneficiaries who are then entitled to receive the income of the trust in which the vacancy occurs, either as a matter of right or in the Trustee's discretion (the "income beneficiaries"). The vacancy shall be filled by an appointment made either by (a) giving written notice of the appointment to any Co-Trustee not participating in the appointment and to all income beneficiaries, or (b) petitioning a court of competent jurisdiction for such appointment. For the purpose of this Paragraph, if any income beneficiary is a minor or otherwise legally incapacitated, then such beneficiary shall be represented by the guardian or conservator of his or her estate, or if a minor has no guardian, then by his or her living parents or the parent who has custody of the minor.

ARTICLE NINE

ADMINISTRATIVE PROVISIONS

1. Consideration of Other Assets. If the Trustee is authorized to make discretionary distributions of principal or income, or both, to any beneficiary, then in determining whether to make such distribution and the amount to be paid, the Trustee shall take into consideration, to the extent that the Trustee may deem appropriate, any other income and financial resources which the beneficiary may have and which are known to the Trustee and which are reasonably available for those purposes.

2. Distributions to Minors or Disabled Persons. If the Trustee is required to distribute or pay any assets to or use or expend assets for the benefit, support or maintenance of a minor, conservatee or an incompetent person, each such distribution or payment may, in the discretion of the Trustee, be made without the intervention of any guardian, conservator or court:

- (a) to the person with whom such beneficiary resides; or
- (b) directly to such beneficiary if, in the opinion of the Trustee, the beneficiary is able to manage and deal with money properly; or
- (c) directly for the benefit of the beneficiary; or
- (d) to the guardian or conservator of such beneficiary; or
- (e) to the custodian of such beneficiary's assets under the California Uniform Transfers to Minors Act (or under the comparable law of any other state in which the beneficiary resides), to be held for the beneficiary until the beneficiary attains age twenty-five (25), (or if that age exceeds the maximum age permitted under such law, then the latest age permitted). If a custodian is appointed for purposes of this Trust, preference shall be given to a custodian who is our blood relative, unless another individual is specifically named herein as such custodian.

In the case of any such distribution or payment, the Trustee may, in the Trustee's discretion, require such reports and take such steps as the Trustee shall deem necessary or appropriate to assure and enforce the proper application of such assets.

3. Discharge of Support Obligations. Notwithstanding any other provisions of this Agreement, income or principal of the trust estate shall not be utilized to discharge in whole or in part the legal obligations of any person, from time to time existing, to support any of the beneficiaries of the trusts created by this Agreement, unless the Court having jurisdiction over the administration of the Trusts determines that such person is financially or otherwise unable to provide such support. When determining the legal obligation of any person to support any of the beneficiaries, the existence of the beneficiary's trust and the funds made available by it shall not be taken into consideration.

4. Spendthrift Provisions. If a creditor obtains a writ of attachment, garnishment or like process against a beneficiary, other than one of us, then until its release, the Trustee shall pay to such beneficiary only such sums as are necessary for his or her reasonable health, education and support according to his or her accustomed standard of living, and the remainder of his or her interest shall be accumulated. This paragraph shall not apply to the Survivor's Trust. No interest of any beneficiary in the principal or income of any trust established under this Agreement shall be subject to the claims of his or her creditors or others or to attachment, execution or other legal process prior to its actual receipt by the beneficiary. No beneficiary shall have any right to assign, alienate, encumber or hypothecate his or her interest in principal or income, except that a beneficiary may assign the right to receive payment of any sum otherwise distributable to him or her to a revocable inter vivos trust established by such beneficiary or to any person who is the lineal descendant of one of us.

5. Separate Shares. Each share into which the trust estate is divided pursuant to the provisions of this Agreement shall constitute and be administered as a separate trust. There need be no physical segregation or division of the various trusts established hereunder except as segregation or division may be required by the termination of any of the trusts, but the Trustee shall keep separate accounts for the different undivided interests.

6. Division In Kind or Non-Pro Rata. In any case in which the Trustee is required to divide any trust property into parts or shares for the purpose of distribution or otherwise, the Trustee is authorized, in his absolute discretion, to make such division and distribution in kind, including undivided interests in any property, or partly in kind and partly in money, at valuations determined by the Trustee, and for this purpose he is authorized to make such sales of the trust property as he shall deem necessary on such terms and conditions as he shall see fit. In making any division or partial or final distribution of the trust estate, the Trustee shall be under no obligation to make a pro rata division, or to distribute the same assets to

beneficiaries similarly situated, but rather, the Trustee may, in his discretion, make a non-pro rata division between trusts or shares and a non-pro rata distribution to such beneficiaries, as long as the respective assets allocated to separate trusts or shares, or distributed to such beneficiaries, have equivalent or proportionate fair market values. The Trustee may, at his election, disregard the cost or other income tax bases of such assets.

7. Termination for Small Principal. If, at any time, the share of the trust estate which is being held for any beneficiary has a value of less than Twenty-Five Thousand Dollars, or if the Trustee shall at any time determine that the value of a share has become so low in relation to the cost of administering the share that the continuance of the share for the beneficiary of the share pursuant to its terms will defeat or substantially impair the accomplishment of the purposes of the trust, the Trustee shall have the right, in his sole discretion, to terminate the trust as to such share whereupon the Trustee shall distribute to the beneficiary of the share all of the principal and undistributed income, if any, which is then being held for him or her. Notwithstanding the foregoing, if a beneficiary of a share is serving as a Trustee hereunder, he or she shall have no power to participate in any decision to terminate the trust as to such share, and if there is no Trustee who is not also a beneficiary of such share, it may be terminated only in the discretion of the court having jurisdiction over the administration of the trust.

8. Rule Against Perpetuities. No trust created under this Agreement shall extend beyond the period permitted by law and, unless terminated at an earlier date under the foregoing provisions, each trust established under this Agreement shall terminate twenty-one years after the death of the last survivor of the beneficiaries in being at the time of the death of the first Trustor to die. All principal and undistributed income of any trust so terminated shall be distributed to the then income beneficiaries of that trust in the proportions in which they are, at the time of termination, entitled to receive the income, provided, however, that if the rights to income are not then fixed by the terms of the trust, distribution under this clause shall be made to those who are then authorized, in the discretion of the Trustee, to receive income payments. If there are no such beneficiaries then living, the principal and undistributed income of the trust shall be distributed in accordance with the provisions of Paragraph 4 of ARTICLE SIX.

ARTICLE TEN

POWERS OF THE TRUSTEE

To carry out the purposes of the trusts established by this Agreement and subject to any limitations stated elsewhere in this Agreement, the Trustee is vested with the powers granted in this Article with respect to the trust estate and every part of it, in addition to those powers now or hereafter conferred by law. The enumeration of certain powers of the Trustee

shall not limit his general powers, but rather the Trustee, subject always to the discharge of his fiduciary obligations and all of the limitations specified in this Agreement, shall be vested with and have all the rights, powers and privileges which an absolute owner of the same property would have. In exercising discretion under this Agreement, the Trustee shall at all times act in a fiduciary capacity.

1. General. To manage, control, grant options on, sell (for cash or on deferred payments), convey, exchange, partition, divide, improve and repair trust property and to create restrictions, easements and other servitudes on trust property.

2. Retention of Original Assets. To retain all or any part of the property transferred to the trust estate by us or either of us for so long as the Trustee shall, in the Trustee's discretion, deem advisable.

3. Investments. To invest and reinvest assets and property and to purchase or acquire and retain for the account of the trust estate such properties as men of prudence, discretion and intelligence purchase for their own account, having regard not to speculation but to the permanent disposition of their funds, and considering the probable income, as well as the probable safety of their capital. In making investment decisions (especially regarding the prudence, income and safety of a particular investment), the Trustee shall have regard to the overall investment of the entire trust estate, so that, for example, a portion of the entire trust estate may be invested in relatively more speculative securities provided that such investment is balanced by a portion of the entire trust estate being invested in relatively secure securities. The assets and property purchased, acquired and retained by the Trustee by way of investment may include, but not by way of limitation, every kind of property, real, personal and mixed and interests therein, specifically including, but not by way of limitation, corporate obligations of every kind, preferred and common stocks (including the stock of the corporate Trustee) and general and limited partnership interests including in partnerships engaged in trade or business, all in a manner conforming with the then existing law. The Trustee is expressly authorized to open and maintain security dealer margin accounts have the right to sell securities short and maintain long against short positions, and buy and sell call stock options and put stock options.

4. Leases. To lease trust property for terms within or beyond the term of the trusts, for any purpose, including exploration for and removal of gas, oil and other minerals; and to enter into community oil leases, pooling and unitization agreements.

5. Abandonment of Property. To abandon any real or personal property which the Trustee shall deem to be worthless or not of sufficient value to warrant keeping or protecting; to abstain from the payment of taxes, water rents, assessments, and the expenses of repairs, maintenance and upkeep of any such property; to permit any such property to be lost by

tax sale or other proceedings, or to convey any such property for a nominal consideration or without consideration.

6. **Borrowing.** To borrow money and encumber or hypothecate trust property by mortgage, deed of trust, pledge, or otherwise, for the debts of the trust, or for our debts, or for the joint debts of the trust, either of us, and/or a co-owner of the property in which the trust has an interest, and to lend or advance funds to or for the trusts for any trust purpose, each such loan or advance with interest at the then current rate to be repaid out of the appropriate trust estate; to guarantee, while both of us are living with respect to the entire trust estate, or after the death of one of us with respect to the Survivor's Trust, the indebtedness of any person or entity, including either or both of us, whether or not the guarantee is for a trust purpose or in any way benefits the Trust. After the death of the Decedent with respect to the Decedent's Trust, the Trustee shall have the power to guarantee such indebtedness only for any trust purpose, provided, however, that the validity of any guarantee existing at the death of the Decedent shall not be affected by this provision. The Trustee shall have the power to effectuate such guarantees and to execute such documents as may be requested by the creditor and agreed by the Trustee. Any such guarantees, at the sole discretion of the Trustee, may be secured by any or all of the assets of the Trust. This provision shall apply only at such time as either of us is serving as Trustee or Co-Trustee.

7. **Litigation.** To commence or defend litigation with respect to the trusts or any property of the trust estate as the Trustee may deem advisable, and to compromise or otherwise adjust any claims or litigation against or in favor of the trusts, all at the expense of the trust estate.

8. **Securities.** To have respecting securities all the rights, powers and privileges of an owner, including the power to pay assessments and other sums deemed by the Trustee necessary for the protection of the trust estate; to hold securities or other property in the name of the Trustee or in the name of a nominee without disclosing any fiduciary relationship; to give proxies; to participate in voting trusts, pooling agreements, foreclosures, reorganizations, consolidations, mergers and liquidations, and in connection therewith to deposit securities with and transfer title to any protective or other committee under such terms as the Trustee may deem advisable; to exercise or sell stock subscription or conversion rights; to accept and retain as an investment any securities or other property received through exercise of any of the foregoing powers; to consent to the subordination, modification, renewal, or extension of any debenture, note, bond, mortgage, open account indebtedness or other obligations, or any term thereof or of any guarantee thereof or to the release of such guarantee.

9. **Securities Registration.** To register or qualify for exemption from registration shares of stock in any corporation with any agency or agencies of any government

(including, but not limited to, the Securities and Exchange Commission of the United States); to participate in any such registration; to apply for and to secure the approval of any agency of any government with respect to the sale of such shares; to enter into an agreement with respect to any such sale with any broker, investment banker or underwriter; to incur and to pay all expenses necessary or appropriate in connection with any such registration, qualification or sale; and to take all other action necessary or appropriate in order to consummate such sale.

10. Employment of Advisors. To employ custodians, attorneys, accountants, investment counselors and others to assist in the administration of the trust estate and to rely upon the advice given by them. Reasonable compensation for the services rendered by such persons, firms and corporations shall be paid out of income or principal as the Trustee shall, in his discretion, determine and shall not decrease the compensation to which the Trustee is entitled.

11. Principal and Income. To determine, in the Trustee's discretion, what is principal and income of the trust estate and to apportion and allocate, in his discretion, receipts and expenses and other charges between those accounts, including the power to charge in whole or in part against principal, or to amortize out of or charge to income, premiums paid on the purchase of bonds or other obligations. Except insofar as the Trustee shall exercise this discretion and except as otherwise provided in this Agreement, the determination of all matters relating to principal and income shall be governed by the provisions of the Revised Uniform Principal and Income Act of the State of California from time to time existing.

12. Budget Periodic Payments. To budget as far as practicable estimated annual income and expenses so as to equalize periodic income payments.

13. Bank Accounts. To open and maintain one or more savings accounts and checking accounts with any bank or savings and loan association, wherever located, whether within or without the United States of America, even if such bank is serving as Trustee; to deposit to the credit of such account or accounts all or any part of the funds belonging to the trust estate that may at any time be in the possession of the Trustee whether or not such funds may earn interest; to from time to time to withdraw a portion or all of the funds so deposited by check or other instrument signed by the Trustee or by such other person or persons as the Trustee may from time to time authorize, and any such bank or such association is hereby authorized to pay such check or other instrument and also to receive the same for deposit to the credit of any holder thereof when so signed and properly endorsed, without inquiry of any kind, and payments when so made by such bank or such association shall not be subject to criticism or objection by any person concerned or interested in any way in the trusts.

14. Move Trust. To remove all or any part of the trust estate and to transfer the place of administration of the trusts or any of them to any location outside of the State of California, whether within or without the United States of America.

15. Life Insurance. To exercise all rights granted an absolute owner of life insurance, including, but not limited to, borrowing upon and pledging such policies for a loan or loans, surrendering them for their cash surrender value, or surrendering or joining in the surrender of such policies for predated policies having an aggregate value equal to the policies at surrender and taking any other action granted an absolute owner. If policies on the life of the Survivor are included in the trust estate, all Co-Trustees, other than the Survivor, if a Co-Trustee is then acting, and if not, the successor Trustee to the Survivor, shall exercise all powers conferred on the Trustee with respect to such policies. While acting as Co-Trustee, the Survivor shall execute any documents required to implement the action taken by the other Trustee with respect to such policies. The Trustee shall charge all premiums on policies against the income, or if the income is insufficient, against the principal, of the trust which is the beneficiary of the insurance policy or policies. Unless specifically agreed to in writing, the Trustee shall have no obligation to pay the premiums on any such policies.

All proceeds of life insurance on the life of the Decedent payable to the Trustee shall be allocated to the Survivor's Trust and all policies of life insurance and all proceeds of life insurance payable on the life of the Survivor shall be owned by and allocated to the Decedent's Trust.

16. Loans to Estate or Trusts. To lend trust funds to the probate estate of either of us and to any testamentary trust established by either of our Wills and, after the death of either of us, to any inter vivos trust established by one or both of us, such loans to be with or without interest or security and on such other terms as the Trustee may, in his discretion, deem reasonable.

17. Purchases from Estate or Trusts. To purchase property from the probate estate of either of us and from any testamentary trust established by either of our Wills and, after the death of the Survivor, from any inter vivos trust established by one or both of us, at the fair market value of the property. If there is any question as to the market value of any such property, it shall be fixed by the Trustee and the executor or administrator of the probate estate or the trustee of the trust and their determination as to such value shall be conclusive. If they are unable to agree or, if the Trustee shall also be serving as the executor or administrator of such probate estate, or as the trustee of such trust, the value of the property shall be determined by an appraiser whose determination shall be conclusive. The expense of such appraisal shall be borne equally by this Trust and the probate estate or the trust.

18. Limitations re: Life Insurance Proceeds. If any proceeds of life insurance policies on the life of either of us are paid to the Trustee because of the death of one of us, then subject to the provisions of the following sentence but notwithstanding any other provision of this Trust, the Trustee is expressly prohibited from and shall have no right to use any part of the

proceeds to pay any tax, liability or expense which may be payable on either of our accounts or to use the same or any part of the proceeds in any other manner for the benefit of either of our probate estates. To the extent, however, that there are no other assets available for such purposes, such proceeds, if otherwise taxable as a part of either of our estates for federal estate tax purposes, may be used for the purposes mentioned in the preceding sentence.

19. Power to Use Nominee. Any property included in the trust estate may be acquired, registered or held in the name of the Trustee, or a nominee of the Trustee, with or without disclosure of fiduciary relationship, in order more readily to facilitate the administration of the trust estate. The Trustee shall, however, be liable for any loss occasioned by the act or omission of such nominee or nominees to the same extent as if the Trustee had so acted or omitted to act. No person dealing with the Trustee's nominee shall have any liability to the Trustee or any other person except as he or she may otherwise agree nor shall he or she be required to take notice of this Trust. Any such nominee shall be nominated or removed by written instrument, signed and acknowledged by the Trustee and delivered to the nominee so nominated or removed.

20. Power to Name Attorney-in-Fact. The Trustee may designate an Attorney-in-Fact to act on the Trustee's behalf by a written instrument, signed and acknowledged by the Trustee and delivered to the Attorney-in-Fact, but the powers of the Attorney-in-Fact shall not exceed the powers that the Trustee is legally authorized to delegate.

21. Intellectual Property Rights and Powers. The Trustee shall have full power to collect royalties and receipts of any kind or nature that are or may become due to any Trust created hereunder, including, without limitation, royalties and receipts with respect to the sale, publication, licensing, production or other disposition or utilization of creative works, properties, copyrights or personal rights, including rights of celebrity, name, image and likeness described in Section 3344 of the California Civil Code; to enter into agreements with respect to the sale, publication, licensing, production or other disposition or utilization of such creative works, properties, copyrights and rights; to retain any interests included under this Paragraph for so long a period of time as the Trustee may deem proper, even though there may be a loss of income or principal resulting from such retention; to enter into transactions affecting such interests for a contingent share of profits as opposed to a sale of interests for cash or a guaranteed return (e.g., a sale of motion picture rights based on a percentage of profits of the picture); to deal, in any manner, which the Trustee, in the Trustee's discretion, deems proper, with respect to any creative works, properties, copyrights, trademarks, published and unpublished works (complete or incomplete) and personal rights included in the Trust, including, without limitation, the power and authority to edit and to publish or cause to be published such works; to employ a consultant to advise the Trustee with respect to any of such matters; to employ an agent or

representative to act on behalf of the Trustee with respect to such matters: and to pay from the trust estate the customary fees and commissions of any editor, agent, representative or literary consultant. The exercise or non-exercise of the powers and discretions under this Paragraph shall be exercised in the sole and absolute discretion of the Trustee, without liability or responsibility to the Trust, the beneficiaries of the Trust or to any other person or entity for the consequences of the exercise or non-exercise of such powers and discretions.

ARTICLE FIFTEEN

3. Gender and Number. Whenever the context so requires, the masculine, feminine or neuter gender and the singular or plural number shall each be deemed to include the others.

4. "Heirs at Law" Defined. Whenever any payment or distribution is required to be made to "heirs at law", such person or persons shall be determined according to the laws of succession of the State of California then in effect relating to separate property not acquired from a predeceased spouse, as if the death had then occurred.


5. "Education" Defined. The term "education" shall be construed to include vocational training, college, graduate and professional study, so long as the same is, in the sole discretion of the Trustee, pursued to advantage by the beneficiary, at an institution of the beneficiary's choice which is approved by the Trustee. In determining payments to be made for such education, the Trustee shall take into consideration the beneficiary's related living and travel expenses to the extent that they are reasonable.

6. Severability. Should any part, clause, provision or condition of this Agreement be held to be void, invalid or inoperative, such invalidity shall not affect any other provision hereof which shall be effective as though such invalid provision had not been contained herein.

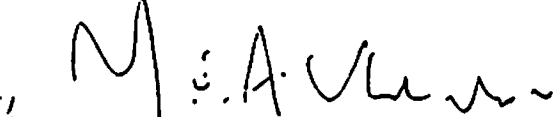
7. California Law. All matters pertaining to the validity, construction and effect of this Agreement shall be governed by the laws of the State of California.

8. Headings and Titles. The headings or titles of the various articles of this Agreement are inserted solely for convenience of reference and are not a part of nor are they intended to govern, limit or aid in the construction of any provisions hereof.

EXECUTED at Santa Monica, California, on 1 October, 2012.



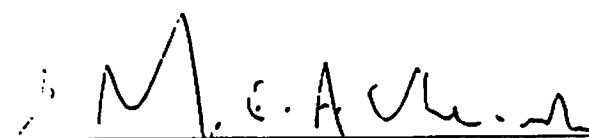
SUSAN JANE JEFFERS, Trustee



MARK EDWARD ALEXANDER SHELMERDINE,
Trustee



SUSAN JANE JEFFERS, Trustor


MARK EDWARD ALEXANDER SHELMERDINE,
Trustor

STATE OF CALIFORNIA)
)
COUNTY OF LOS ANGELES)

On October 5, 2012 before me, Debra Lee Lane, Notary Public, personally appeared, SUSAN JANE JEFFERS and MARK EDWARD ALEXANDER SHELMERDINE, who proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Notary Public Signature

[SEAL]

