

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM315389

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
YouCaring Dot Com, LLC		08/01/2014	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Alpine Investors IV SBIC, LP		
Street Address:	3 Embarcadero Center, Suite 2330		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94111		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
Name:	YC Holding, Inc.		
Street Address:	5914 N. Ola Ave		
City:	Tampa		
State/Country:	FLORIDA		
Postal Code:	33604		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	85935300	YOUCARING	
Serial Number:	85967882	PETCARING	
CORRESPONDENCE DATA			
Fax Number:	3032912400		
<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:	3032912300		
Email:	bzhang@perkinscoie.com		
Correspondent Name:	Alexander Garcia of Perkins Coie LLP		
Address Line 1:	1900 Sixteenth Street, Suite 1400		
Address Line 4:	Denver, COLORADO 80202		
ATTORNEY DOCKET NUMBER:	80661-11		
NAME OF SUBMITTER:	Alexander Garcia of Perkins Coie LLP		

OP \$65.00 85935300

SIGNATURE:	/Alexander Garcia/
DATE SIGNED:	08/27/2014
Total Attachments: 5 source=Youcaring Security Interest#page1.tif source=Youcaring Security Interest#page2.tif source=Youcaring Security Interest#page3.tif source=Youcaring Security Interest#page4.tif source=Youcaring Security Interest#page5.tif	

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (“*Agreement*”), dated as of August 1, 2014, is made by YouCaring Dot Com, LLC, a Delaware limited liability company (the “*Grantor*”), in favor of Alpine Investors IV SBIC, LP, a Delaware limited partnership (“*Alpine SBIC*”), and YC Holding, Inc., a Delaware corporation (“*Seller*”, and together with Alpine SBIC and their respective successors and assigns, individually a “*Secured Party*” and collectively the “*Secured Parties*”).

RECITALS

A. The Grantor and the Secured Parties have entered into that certain Loan Agreement dated as of August 1, 2014 (as amended from time to time, the “*Loan Agreement*”) pursuant to which the Secured Parties have agreed to make one or more Loans to the Grantor.

B. It is a condition to the closing of the Loan Agreement that the Grantor execute this Agreement granting to the Secured Parties a security interest in the collateral described herein, as set forth herein.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto intending to be legally bound hereby agree as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Loan Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations, hereby mortgages, pledges and hypothecates to the Secured Parties, and grants to the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the “*Trademark Collateral*”):

(a) all of its Trademarks and all licenses providing for the grant by or to Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto. For purposes of this Agreement, “*Trademarks*” means all of the following now owned or hereafter adopted or acquired by any Person: (i) all trademarks, trade names, corporate names, business names, trade styles, service marks, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature (whether registered or unregistered) all registrations and recordings thereof, and all applications in connection therewith, including all registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state or territory thereof, or any other country or any political subdivision thereof; (ii) all reissues, extensions or renewals thereof; and (iii) all goodwill associated with or symbolized by any of the foregoing; and

(b) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Loan Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Secured Parties pursuant to the Loan

Agreement and the Security Agreement of even date herewith by and among Grantor and the Secured Parties ("**Security Agreement**"), and Grantor hereby acknowledges and agrees that the rights and remedies of the Secured Parties with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement and the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Grantor hereby agrees that, anything herein to the contrary notwithstanding, Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with the Trademark Collateral subject to a security interest hereunder.

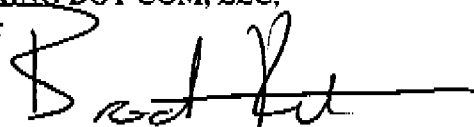
Section 5. Counterparts. This Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. Any signed signature page delivered by facsimile or electronic transmission shall be as effective as delivery of an original, signed signature page.

Section 6. Governing Law. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of Delaware.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the undersigned have caused this Trademark Security Agreement to be executed and delivered by its duly authorized representative as of the date first set forth above.

YOU CARING DOT COM, LLC,
as Grantor

By: 
Brock Ketcher, its Manager

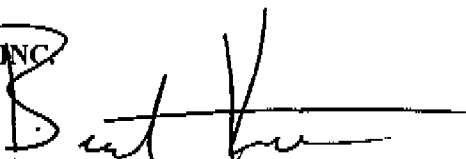
ACCEPTED AND AGREED
as of the date first above written:

ALPINE INVESTORS IV SBIC, LP

By: Alpine General Partner IV, LLC,
Its General Partner

By: _____
Daniel Sanner, Member

YC HOLDING, INC.

By: 
Brock Ketcher, President

IN WITNESS WHEREOF, the undersigned have caused this Trademark Security Agreement to be executed and delivered by its duly authorized representative as of the date first set forth above.

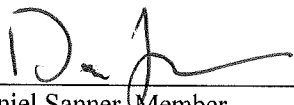
YOUCARING DOT COM, L LC,
as Grantor

By: _____
Brock Ketcher, its Manager

ACCEPTED AND AGREED
as of the date first above written:

ALPINE INVESTORS IV SBIC, LP

By: Alpine General Partner IV, LLC,
Its General Partner

By:  _____
Daniel Sanner, Member

YC HOLDING, IN C.

By: _____
Brock Ketcher, P resident

**Schedule I
to
Trademark Security Agreement**

Trademark Registrations

A. REGISTERED TRADEMARKS AND TRADEMARK APPLICATIONS

Owner: YouCaring Dot Com, LLC
Serial Number: 85935300
Registration Number: 4469645
Mark: YOUCARING
Drawing Type: Standard Character Mark
Filing Date: 05/17/2013
Registration Date: 01/21/2014

Owner: YouCaring Dot Com, LLC
Serial Number: 85967882
Registration Number: 4470875
Mark: PETCARING
Drawing Type: Standard Character Mark
Filing Date: 06/24/2013
Registration Date: 01/21/2014