

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM325079

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Mr Bill Keith		12/03/2014	INDIVIDUAL: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	California Bank & Trust		
<b>Street Address:</b>	11375 El Camino Real, Ste. 200		
<b>City:</b>	San Diego		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	92130		
<b>Entity Type:</b>	CORPORATION: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	77781840	PERFECT FOODS BAR	
<b>Registration Number:</b>	4551218	PERFECT BAR	
<b>Registration Number:</b>	4288992	PERFECT BAR	
<b>Registration Number:</b>	3965286	PERFECT ENERGY BAR	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
	<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>		
<b>Phone:</b>	858-720-9323		
<b>Email:</b>	jonathan.dale@calbt.com		
<b>Correspondent Name:</b>	California Bank & Trust		
<b>Address Line 1:</b>	11375 El Camino Real, Ste. 200		
<b>Address Line 4:</b>	San Diego, CALIFORNIA 92130		
<b>NAME OF SUBMITTER:</b>	Jonathan M. Dale		
<b>SIGNATURE:</b>	/Jonathan Dale/		
<b>DATE SIGNED:</b>	12/04/2014		
<b>Total Attachments: 8</b>			
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## TRADEMARK SECURITY AGREEMENT

~~December~~ THIS TRADEMARK SECURITY AGREEMENT, dated and effective as of ~~November 3~~, 2014, by Bill Keith, an individual ("Grantor"), in favor of California Bank & Trust, a California banking corporation ("Bank"), with reference to the following facts:

### RECITALS:

WHEREAS, Grantor now owns or holds, and may hereafter adopt, acquire or hold, certain trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade dress, logos, other source of business identifiers and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof or similar property rights and all applications filed in connection therewith, including without limitation 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 thereof or any other country or any political subdivision of any thereof, and all reissues, extensions or renewals thereof (collectively, "Trademarks"), including without limitation the Trademarks listed on Schedule A hereto as such schedule may be amended from time to time by the addition of Trademarks subsequently registered or otherwise adopted or acquired;

WHEREAS, pursuant to that certain Business Loan Agreement, dated as of even date herewith, between Perfect Bar & Company, Inc., as borrower ("Borrower"), and Bank, as lender (as amended, modified, supplemented, restated, replaced, extended and renewed from time to time, the "Loan Agreement"), Bank has agreed to extend to Borrower a commercial loan and other financial accommodations (collectively, the "Loan") in accordance with the terms and conditions set forth therein;

WHEREAS, in further consideration of and as a condition precedent and material inducement to Bank's agreement to extend the Loan to Borrower, Grantor has executed and delivered that certain Commercial Guaranty, dated as of November \_\_, 2014, in favor of Bank (as amended, modified, supplemented, restated, replaced, extended and renewed from time to time, the "Guaranty") providing for Grantor's guarantee of the payment and performance of the indebtedness and obligations of Borrower to Bank in an unlimited amount;

WHEREAS, in connection with the Loan and as further security for the payment and performance of Grantor's indebtedness and obligations to Bank under the Guaranty, Grantor desires to grant to Bank a first-priority perfected security interest in and to all of Grantor's right, title and interest of Grantor in, to and under all of Grantor's Trademarks and Trademark licenses (including without limitation those Trademark licenses listed on Schedule B hereto), whether now owned, currently existing or hereafter arising, adopted or acquired and whether or not in possession of Grantor, together with the goodwill of the business connected with, and symbolized by, the Trademarks and all products and proceeds thereof and all income therefrom, including without limitation any and all causes of action which exist now or may exist in the future by reason of infringement or dilution thereof or injury to the associated goodwill; and

AGREEMENT:

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

1. Grantor grants to Bank, as security for Grantor's indebtedness and obligations under the Guaranty and any and all related loan documents, agreements and instruments (collectively, the "Guaranteed Obligations"), a continuing security interest in and to all of Grantor's right, title and interest in, to and under the following, whether now owned, presently existing or hereafter arising, adopted or acquired and whether or not in possession of Grantor (collectively, the "Trademark Collateral"):

(a) each Trademark and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, including without limitation each Trademark referred to in Schedule A hereto;

(b) each Trademark license, including without limitation each Trademark license referred to in Schedule B hereto, to the extent such Trademark license does not prohibit the licensee from assigning or granting a security interest in its rights thereunder; and

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

2. If any Person shall do or perform any act that Bank believes constitutes an infringement of any Trademark or violates or infringes any right therein of Grantor or Bank or if any Person shall do or perform any act that Bank reasonably believes constitutes an unauthorized or unlawful use thereof, then, upon thirty (30) days' prior written notice to Grantor (or if an Event of Default is at the time continuing, then without notice), Bank may and shall have the right to take such reasonable steps and institute such reasonable suits or proceedings as Bank may deem advisable or necessary to prevent such act or conduct and to secure damages and other relief by reason thereof and to generally take such steps as may be necessary, proper or advisable for the full protection of the rights of the parties. Bank may take such steps or institute such suits or proceedings in its own name or in the name of Grantor or in the names of the parties jointly. Bank hereby agrees to give Grantor notice of any steps taken or any suits or proceedings instituted by Bank pursuant to this section, and Grantor agrees to assist Bank with any such steps taken or suits or proceedings instituted at Grantor's sole expense.

3. Grantor hereby acknowledges and affirms that Grantor has agreed to waive various guarantor and suretyship defenses, rights and protections as set forth in the Guaranty, unconditionally, irrevocably and in their entirety, and such waivers are restated and incorporated herein by this reference as if fully set forth herein.

4. This Agreement is made for collateral purposes only. At such time as all of the Guaranteed Obligations and any other indebtedness and other obligations under the Guaranty

have been indefeasibly paid and performed in full and the Guaranty, the Loan Agreement and other related loan documents terminated, Bank shall promptly execute and deliver to Grantor, at Grantor's request and expense, without representation, warranty or recourse, all releases and reassignments, termination statements and other instruments as may be reasonably necessary or advisable to terminate the security interest of Bank in the Trademark Collateral, subject to any disposition thereof which may have been made by Bank pursuant to the terms hereof or any of the Loan Agreement or other loan documents.

5. Grantor represents, warrants, covenants and agrees that:

(a) Each of the Trademarks listed on Schedule A is registered and filed in the United States Patent and Trademark Office and is owned exclusively by Grantor, free and clear of any liens, encumbrances or other interests in favor of any other person or entity (except for the security interest granted to Bank hereunder), as of the date hereof, and Grantor will maintain such registration, filing and ownership for the duration of this Agreement; and

(b) Grantor has used, and will continue to use for the duration of this Agreement, each of the Trademarks in accordance with the uses listed in the respective registrations.

6. So long as no Event of Default shall have occurred and be continuing, and subject always to the terms and conditions of this Agreement, the Guaranty, the Loan Agreement and other loan documents, Grantor may use and exploit the Trademark Collateral in any lawful manner not inconsistent with this Agreement, the Guaranty, the Loan Agreement or other loan documents.

7. After the occurrence and during the continuance of an event of default in connection with or under this Agreement, the Guaranty, the Loan Agreement or any other loan document, Bank shall have, in addition to all other rights and remedies that may be available to Bank at law, in equity or otherwise, those rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any applicable jurisdiction, including without limitation the full and unconditional power to foreclose and sell, license, assign or otherwise dispose of the Trademarks to any third party, and, after deducting from the proceeds of sale or other disposition of the Trademarks all reasonable expenses (including reasonable fees and expenses for brokers and attorneys), shall apply the remainder of such proceeds toward the payment of the Guaranteed Obligations as Bank, in its sole discretion, shall determine. Any remainder of the proceeds after payment in full of the Guaranteed Obligations shall be paid over to Grantor. Notice of any sale or other disposition of the Trademarks shall be given to Grantor at least ten (10) days before the time of any intended public or private sale or other disposition of the Trademarks is to be made, which Grantor hereby agrees shall be reasonable notice of such sale or other disposition.

8. Grantor will faithfully preserve and protect Bank's security interest in the Trademarks as a first-priority perfected security interest under the Uniform Commercial Code as in effect in the applicable jurisdiction and will do all such other acts and things and will, upon request therefor by Bank, execute, deliver, file and record all such other documents and instruments, including without limitation financing statements and powers of attorney with

respect to the Trademarks, as Bank may, in its sole discretion, deem necessary or advisable at any time and from time to time in order to attach, continue, preserve, perfect and protect the security interest granted to it hereunder.

9. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE APPLICABLE FEDERAL LAWS OF THE UNITED STATES OF AMERICA AND THE INTERNAL LAWS OF THE STATE OF CALIFORNIA WITHOUT REGARD TO ANY PRINCIPLES OF CONFLICT OF LAWS.

10. This Agreement and any modifications or amendments hereto may be executed in any number of counterparts, each of which when so executed and delivered, shall constitute an original for all purposes, but all such counterparts taken together shall constitute but one and the same instrument. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or transmitted electronically in a portable document format (“pdf”) file or other electronic format sent by electronic mail shall be effective as delivery of a manually executed counterpart of this Agreement, and the failure by any party to deliver a manually executed counterpart hereof to the other party shall not affect the validity, enforceability or binding effect of this Agreement,. This Agreement shall become effective when it has been executed by Grantor, unless otherwise agree by Bank.

11. All notices and other communications provided under this Agreement shall be delivered in such form, manner and address as provided in the Loan Agreement.

12. Any provision of this Agreement which is invalid, illegal or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability without invalidating the remaining provisions hereof and any such invalidity, illegality or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

13. No amendment, modification, rescission, waiver or release of any provision of this Agreement, and no consent to any departure therefrom shall in any event be effective unless signed by Bank and Grantor. Any waiver or consent shall be effective only in the specific instance and for the specific purpose for which it is given.

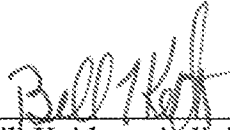
14. This Agreement shall bind and inure to the benefit of the parties hereto and their successors and permitted assigns, but neither this Agreement nor any of the rights or interests hereunder shall be assigned by Grantor (including their respective successors and permitted assigns) without the prior written consent of Bank, and any attempted assignment without such consent shall be null and void.

15. If any conflict or inconsistency exists between this Agreement and the Guaranty, the Loan Agreement or the other loan documents, the the Guaranty, the Loan Agreement or the other loan documents, as the case may, be shall govern.

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IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed and delivered as of the date first set forth above.

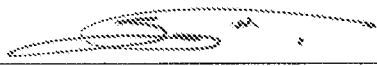
Grantor:



\_\_\_\_\_  
Bill Keith, an individual

ACCEPTED:

California Bank & Trust,  
a California banking corporation

By:   
\_\_\_\_\_  
Jonathan Dale, Vice President

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

STATE OF CALIFORNIA

COUNTY OF San Diego

On December 3rd, 2014, before me, Jason Okamoto, Notary Public, personally appeared Bill Keith and Jonathan Dale who 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.

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.



Signature

A handwritten signature in cursive script, appearing to read "Jason Okamoto", written over a horizontal line.

[SEAL]



Schedule A

Trademarks

Trademark	Registration No.	Registration Date	Serial No.	Filing Date
Perfect Bar (words and design)	4,551,218	6/17/2014		
Perfect Bar (words only)	4,288,992	2/12/2013		
Perfect Energy Bar (words and design)	3,965,286	5/24/2011		
Perfect Foods Bar (words and design)			77-781,840	7/15/2009

Schedule B

Trademark Licenses

None