

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM325190

<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>
Bloom Flower Bar, Inc.		10/31/2014	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Anthony Arons		
<b>Street Address:</b>	4026 Mary Ellen Avenue		
<b>City:</b>	Studio City		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	91604		
<b>Entity Type:</b>	INDIVIDUAL: UNITED STATES		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86457746	F	
<b>Serial Number:</b>	86457718	FLEURISH	
<b>Serial Number:</b>	86457671	FLEURISH WHERE YOU ARE THE FLEURIST	
<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>	310.553.3610		
<b>Email:</b>	nshabani@greenbergglusker.com		
<b>Correspondent Name:</b>	Natasha Shabani		
<b>Address Line 1:</b>	1900 Avenue of the Stars		
<b>Address Line 2:</b>	21st Floor		
<b>Address Line 4:</b>	Los Angeles, CALIFORNIA 90067		
<b>ATTORNEY DOCKET NUMBER:</b>	05201.00001		
<b>NAME OF SUBMITTER:</b>	Natasha Shabani		
<b>SIGNATURE:</b>	/natashashabani/		
<b>DATE SIGNED:</b>	12/04/2014		
<b>Total Attachments: 8</b>			
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## SECURITY AGREEMENT

**THIS SECURITY AGREEMENT** (this "Agreement") is entered into as of October 31, 2014, by and between BLOOM FLOWER BAR, INC., a Delaware corporation ("Obligor") and ANTHONY P. ARONS, an individual (the "Secured Party"). Capitalized terms not otherwise defined herein shall have the meaning provided them in the Note (as defined below).

### RECITALS

A. Obligor has issued to the Secured Party that certain Revolving Line of Credit Note dated as of even date herewith by and between Obligor and Purchaser (as the same may be amended, supplemented, restated or otherwise modified from time to time in accordance with its terms, the "Note"), pursuant to which Obligor promises to pay the Secured Party up to the principal sum of Two Hundred Thousand Dollars (\$200,000.00) plus interest thereon as provided in the Note. Unless specifically defined in this Security Agreement any capitalized terms used in this Security Agreement, shall have the meaning prescribed to them in the Note.

B. As security for the obligations of Obligor under the Note, Obligor agrees to execute and deliver this Agreement and grant the Secured Party the security interests contemplated hereby.

Section 1. **DEFINED TERMS.** When used in this Security Agreement the following terms shall have the following meanings (such meanings being equally applicable to both the singular and plural forms of the terms defined). The terms "Account", "Account Debtor", "Certificated Security", "Chattel Paper", "Commercial Tort Claims", "Deposit Accounts", "Documents", "Electronic Chattel Paper", "Equipment", "Financial Asset", "Fixture", "General Intangibles", "Goods", "Instrument", "Inventory", "Intellectual Property", "Investment Property", "Security", "Letter-of-Credit Right", "Payment Intangible", "Proceeds", "Security", "Securities Account", "Security Entitlement", "Software", "Supporting Obligation", "Tangible Chattel Paper" and "Uncertificated Security" shall have the meanings assigned to such terms in the UCC.

"**Bankruptcy Code**" shall mean the United States Bankruptcy Code, 11 U.S.C. §101 et seq., as in effect from time to time, and any successor statute thereto.

"**Event of Default**" shall have the meaning assigned to such term in the Note.

"**Lien**" means any mortgage, lien, deed of trust, charge, pledge, security interest or other encumbrance.

"**Proceeding**" means shall mean any voluntary or involuntary insolvency, bankruptcy, receivership, custodianship, liquidation, dissolution, reorganization, assignment for the benefit of creditors, appointment of a custodian, receiver, trustee or other officer with similar powers or any other proceeding for the liquidation, dissolution or other winding up under any Bankruptcy Law.

"**Secured Obligations**" means all the obligations of Obligor owed to Secured Party arising from or in connection with the Note.

“*Security Agreement*” means this Security Agreement; as the same may from time to time be amended, modified, supplemented or restated.

“*UCC*” means the Uniform Commercial Code as the same may from time to time be in effect in the State of California (and each reference in this Security Agreement to an Article thereof (denoted as a Division of the UCC as adopted and in effect in the State of California) shall refer to that Article (or Division, as applicable) as from time to time in effect, provided, however, in the event that, by reason of mandatory provisions of law, any or all of the attachment, perfection or priority of Secured Party’s security interest in any Collateral is governed by the Uniform Commercial Code as in effect in a jurisdiction other than the State of California, the term “UCC” shall mean the Uniform Commercial Code (including the Articles thereof) as in effect at such time in such other jurisdiction for purposes of the provisions hereof relating to such attachment, perfection or priority and for purposes of definitions related to such provisions.

## Section 2. Security Interest

(a) Grant of Security Interest. As security for the payment of all Secured Obligations the Obligor hereby assigns and grants Security Party a continuing Lien in such Obligor’s entire right, title and interest in, to and under the following property and assets of Obligor, whether now or hereafter owned, existing, acquired or arising and wherever now or hereafter located:

(i) All Accounts, and all money, contract rights, Chattel Paper, Documents, Deposit Accounts and Instruments with respect thereto, and all of Obligor’s rights, remedies, security, Liens and Supporting Obligations, in, to and in respect of the foregoing, including, without limitation, rights of stoppage in transit, replevin, repossession and reclamation and other rights and remedies of an unpaid vendor, lien or secured party, guaranties or other contracts of suretyship with respect to the Accounts, Deposit Accounts or other security for the obligation of any Account Debtor, and credit and other insurance and further including the following:

(i) To the extent not listed above, all money, Deposit Accounts, Instruments and other property and the proceeds thereof that are now or hereafter held or received by, in transit to, in possession of, or under the control of Secured Party or a bailee or Affiliate of Secured Party, whether for safekeeping, pledge, custody, transmission, collection or otherwise;

(ii) To the extent not listed above, all now owned or hereafter acquired Deposit Accounts into which Accounts or the proceeds of Accounts are deposited;

(iii) All of such Obligor’s right, title and interest in, to and in respect of all Goods relating to, or which by sale have resulted in, Accounts, including, without limitation, all Goods described in invoices or other documents or instruments with respect to, or otherwise representing or evidencing, any Account, and all returned, reclaimed or repossessed Goods; and

(iv) All General Intangibles (including, but not limited to, Payment Intangibles) and other property and assets of every kind and description with respect to, evidencing or relating to Accounts, including, but not limited to, all existing and future customer

lists, choses in action, claims, books, records, ledger cards, contracts, licenses, formulae, tax and other types of refunds, returned and unearned insurance premiums, rights and claims under insurance policies, and computer programs, information, software, records, and data, as the same relate to the Accounts;

(ii) all Chattel Paper, Instruments, Documents and General Intangibles (including, without limitation, all Intellectual Property, licenses, software, franchises, tax refund claims, claims against carriers and shippers, guarantee claims, contract rights, Payment Intangibles, security interests, security deposits, rights to indemnification, information contained in computer media (such as data bases, source and object codes, and information therein), permits, licenses, certifications, authorizations and approvals, and the rights of such Obligor thereunder, issued by any governmental, regulatory, or private authority, agency, or entity whether now owned or hereafter acquired);

(iii) all Inventory;

(iv) all Equipment, vehicles and Fixtures and all other Goods (other than Inventory);

(v) all Deposit Accounts, bank accounts, deposits and cash;

(vi) all Letter-of-Credit Rights;

(vii) Commercial Tort Claims;

(viii) All owned and leased real property;

(ix) any other property and assets of such Obligor now or hereafter in the possession, custody or control of Secured Party, for any purpose (whether for safekeeping, deposit, collection, custody, pledge, transmission or otherwise);

(x) all additions and accessions to, substitutions for, and replacements, products and Proceeds of the foregoing property, including, without limitation, proceeds of all insurance policies insuring the foregoing property, and all of such Obligor's books and records relating to any of the foregoing and to such Obligor's business.

(b) Notwithstanding anything to the contrary contained herein, the Lien created by this Agreement shall not extend to, and the term "Collateral" shall not include any "intent to use" trademark applications for which a statement of use has not been filed and accepted with the U.S. Patent and Trademark Office or any Intellectual Property if the grant of a Lien on such Intellectual Property would result in the cancellation or voiding of such Intellectual Property.

Section 3. Financing Statements; Fixture Filings; Power of Attorney. Obligor authorizes the Secured Party to file any financing statements (and other similar filings or public records or notices relating to the perfection of security interests), fixture filings, and amendments thereto relating to the Collateral which the Secured Party deems appropriate, in form and substance required by the Secured Party, and to (a) describe the Collateral thereon (i) as "all personal property of the debtor," "all assets," or words of similar effect; if appropriate and permitted by

applicable law, regardless of whether any particular asset comprised in the Collateral falls within the scope of Article 9 of the UCC or any other applicable law, or (ii) by specific collateral category and (b) include therein all other information which is required by Article 9 of the UCC or other applicable law with respect to the preparation or filing of a financing statement (or other similar filings or public records or notices relating to the perfection of security interests), fixture filing, or amendment. Obligor appoints the Secured Party as its attorney-in-fact to perform all acts which the Secured Party deems appropriate to perfect and to continue perfection of the security interests granted to the Secured Party hereunder, including, without limitation, (x) the filing of financing statements (and other similar filings or public records or notices relating to the perfection of security interests), fixture filings, and amendments, (y) the execution in Obligor's name of any agreements providing for control over any applicable Collateral, and (z) the endorsement, presentation, and collection on behalf of Obligor and in Obligor's name of any items or other documents necessary or desirable to collect any amounts which Obligor may be owed, such power of attorney being coupled with an interest and is therefore irrevocable. Obligor grants the Secured Party a license or other right to use, without charge, Obligor's labels, patents, copyrights, rights of use of any name, trade secrets, trade names, trademarks and advertising matter, and any property of a similar nature, as it pertains to the Collateral, in advertising for sale and selling any Collateral, and Obligor's rights under all licenses and all franchise agreements shall inure to the Secured Party's benefit.

#### Section 4. Authorization

This Agreement has been duly authorized, executed and delivered by Obligor and constitutes a legal, valid and binding obligation of Obligor enforceable in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency, or other similar laws affecting the rights of creditors generally or by the application of general equity principles.

#### Section 5. Representations, Warranties and Covenants of the Company

Obligor hereby represents and warrants to the Secured Party that as of the date hereof: (a) Obligor is a corporation duly organized, validly existing, and in good standing under the laws of the State of Delaware, with corporate power and authority to own, operate, or lease the properties and assets now owned, operated, or leased by it and to carry on the business it will conduct; (b) the execution of this Agreement by Obligor will not violate or conflict with the organizational documents of Obligor, any material agreement binding on Obligor or any applicable law, regulation or order or require any consent or approval which has not been obtained and (d) this Agreement is the legal, valid and binding obligation of Obligor, enforceable against Obligor in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally and by equitable principles.

Obligor covenants that (a) Obligor will not reincorporate in another state without 30 days notice to the Secured Party and (b) Obligor will not remove, cause to be removed, or permit a third party to remove, any of the Collateral from the state of California other than with the express written permission of the Secured Party.

Section 6. Maintenance of Records

Obligor shall keep and maintain at its own cost and expense satisfactory and complete records of the Collateral.

Section 7. Rights and Remedies Upon Default

If an Event of Default occurs, the Secured Party, shall have all of the rights and remedies of a secured party under the UCC and any additional rights and remedies available under other applicable laws, including, without limitation, the right to take possession of the Collateral, and for that purpose the Secured Party may enter upon any premises on which the Collateral may be situated and remove the same therefrom. The Secured Party may in its discretion require the Obligor to assemble all or any part of the Collateral at such location or locations as the Secured Party may reasonably designate. Unless the Collateral is perishable or threatens to decline speedily in value or is of a type customarily sold on a recognized market, the Secured Party shall give to the Obligor at least ten (10) days' prior written notice of the time and place of any public sale of Collateral or of the time after which any private sale or any other intended disposition is to be made. The Obligor hereby acknowledges that ten (10) days' prior written notice of such sale or sales shall be reasonable notice. Secured Party may also pursue all other available remedies including obtaining and enforcing a judgment against Obligor.

Section 8. Reinstatement

This Security Agreement shall remain in full force and effect and continue to be effective should any petition be filed by or against Obligor for liquidation or reorganization, should Obligor become insolvent or make an assignment for the benefit of creditors or should a receiver or trustee be appointed for all or any significant part of Obligor's property and assets, and shall continue to be effective or be reinstated, as the case may be, if at any time payment and performance of the Secured Obligations, or any part thereof, is, pursuant to applicable law, rescinded or reduced in amount, or must otherwise be restored or returned by any obligee of the Secured Obligations, whether as a "voidable preference," "fraudulent conveyance," or otherwise, all as though such payment or performance had not been made. In the event that any payment, or any part thereof, is rescinded, reduced, restored or returned, the Secured Obligations shall be reinstated and deemed reduced only by such amount paid and not so rescinded, reduced, restored or returned.

Section 9. Termination

This Agreement and the security interest granted by Obligor hereby shall automatically terminate and be automatically released and be of no further force or effect when all the Secured Obligations have been paid in full. At such time, Obligor is hereby authorized to file UCC financing statement amendments evidencing the termination and release of the security interest granted hereunder. Upon such termination of this Agreement, the Secured Party shall deliver to Obligor (i) all instruments of assignment executed in connection with the granting of the security interest in the Collateral, (ii) any Collateral of Obligor held by the Secured Party and (iii) such documents as Obligor shall reasonably request to evidence such termination and,

except as otherwise provided herein, all of Obligor's obligations hereunder shall at such time terminate.

Section 10. Binding Effect; Several Agreement; Assignments

Whenever in this Agreement any of the parties hereto is referred to, such reference shall be deemed to include the successors and assigns of such party; and all covenants, promises and agreements by or on behalf of Obligor that are contained in this Agreement shall bind and inure to the benefit of each party hereto and its successors and assigns. Neither this Agreement nor any right or interest hereunder may be assigned by any party hereto without the prior consent of the other party.

Section 11. Waivers; Amendment

(a) No failure or delay of the Secured Party in exercising any power or right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or power, or any abandonment or discontinuance of steps to enforce such a right or power, preclude any other or further exercise thereof or the exercise of any other right or power. The rights and remedies of the Secured Party hereunder and under the Note are cumulative and are not exclusive of any rights or remedies that it would otherwise have. No waiver of any provision of this Agreement or the Note or consent to any departure by Obligor therefrom shall in any event be effective unless the same shall be permitted by paragraph (b) of this Section 11, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given. No notice or demand on Obligor in any case shall entitle Obligor to any other or further notice or demand in similar or other circumstances.

(b) Neither this Agreement nor any provision hereof may be waived, amended or modified except pursuant to a written agreement entered into by and between the Secured Party and Obligor.

Section 12. Governing Law

THE RIGHTS OF THE PARTIES HEREUNDER, AND ALL PROCEEDINGS ARISING IN WHOLE OR IN PART UNDER OR IN CONNECTION HERewith, WILL BE GOVERNED BY AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE DOMESTIC SUBSTANTIVE LAWS OF THE STATE OF CALIFORNIA, WITHOUT GIVING EFFECT TO ANY CHOICE OR CONFLICT OF LAW PROVISION OR RULE THAT WOULD CAUSE THE APPLICATION OF THE LAWS OF ANY OTHER JURISDICTION. THE PARTIES AGREE THAT ALL ACTIONS OR PROCEEDINGS ARISING IN CONNECTION WITH THIS AGREEMENT SHALL BE TRIED AND LITIGATED ONLY IN A STATE OR FEDERAL COURT LOCATED IN THE STATE OF CALIFORNIA. THE PARTIES EXPRESSLY SUBMIT AND CONSENT IN ADVANCE TO SUCH JURISDICTION IN ANY ACTION OR PROCEEDING COMMENCED IN SUCH COURT, AND THE PARTIES HEREBY WAIVE ANY OBJECTION THEY MAY HAVE BASED UPON THE LACK OF PERSONAL JURISDICTION AND HEREBY CONSENT TO THE GRANTING OF SUCH LEGAL OR EQUITABLE RELIEF AS IS DEEMED APPROPRIATE BY ANY SUCH COURT. FURTHERMORE, THE PARTIES HEREBY



WAIVE, TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, ANY RIGHT THEY MAY HAVE TO ASSERT THAT ANY SUCH COURT IS AN INCONVENIENT FORUM OR OTHERWISE TO OBJECT TO VENUE TO THE EXTENT ANY PROCEEDING IS BROUGHT IN ACCORDANCE WITH THIS SECTION.

Section 13. Severability

In the event any one or more of the provisions contained in this Agreement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and therein shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

Section 14. Counterparts

This Agreement may be executed in one or more counterparts, each of which shall constitute an original, but all of which, when taken together, shall constitute but one contract. Delivery of an executed counterpart of this Agreement by facsimile or email transmission shall be as effective as delivery of a manually executed counterpart of this Agreement.

Section 15. Notices. All notices hereunder shall be in writing, and shall be sent as set forth in the Note.

Section 16. Headings

Section headings used herein are for convenience of reference only, are not part of this Agreement and are not to affect the construction of, or be taken into consideration in interpreting, this Agreement.

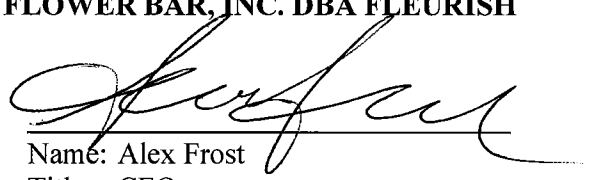
*[Signature Page Follows]*

**IN WITNESS WHEREOF**, the parties hereto have duly executed this Agreement as of the day and year first above written.

**OBLIGOR:**

**BLOOM FLOWER BAR, INC. DBA FLEURISH**

By:

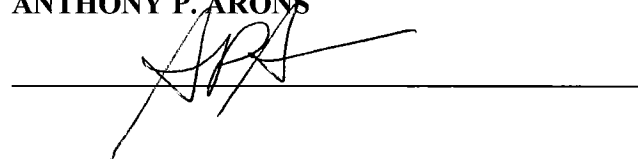


Name: Alex Frost

Title: CEO

**SECURED PARTY:**

**ANTHONY P. ARONS**



*[Signature Page to Security Agreement]*

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**RECORDED: 12/04/2014**

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