

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM329713

|   |   |                       |                                     |
|---|---|-----------------------|-------------------------------------|
| <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>                  |
| THEME YOUR WORLD LLC  |   | 12/01/2014            | LIMITED LIABILITY COMPANY: DELAWARE |
| <b>RECEIVING PARTY DATA</b>   |   |                       |                                     |
| <b>Name:</b>  | Wells Fargo Bank, National Association      |                       |                                     |
| <b>Street Address:</b>  | 333 Market Street, 3rd Floor                |                       |                                     |
| <b>City:</b>  | San Francisco                               |                       |                                     |
| <b>State/Country:</b>   | CALIFORNIA                                  |                       |                                     |
| <b>Postal Code:</b>   | 94105                                       |                       |                                     |
| <b>Entity Type:</b>   | National Banking Association: UNITED STATES |                       |                                     |
| <b>PROPERTY NUMBERS Total: 1</b>  |   |                       |                                     |
| <b>Property Type</b>  | <b>Number</b>                               | <b>Word Mark</b>      |                                     |
| <b>Registration Number:</b>   | 3910093                                     | PAGERAGE              |                                     |
| <b>CORRESPONDENCE DATA</b>  |   |                       |                                     |
| <b>Fax Number:</b>  | 2158511420                                  |                       |                                     |
| <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>   | 213-457-8019                                |                       |                                     |
| <b>Email:</b>   | karmellino@reedsmith.com                    |                       |                                     |
| <b>Correspondent Name:</b>  | Christopher O. Rivas                        |                       |                                     |
| <b>Address Line 1:</b>  | 355 South Grand Avenue, Suite 2800          |                       |                                     |
| <b>Address Line 2:</b>  | Reed Smith LLP                              |                       |                                     |
| <b>Address Line 4:</b>  | Los Angeles, CALIFORNIA 90071               |                       |                                     |
| <b>ATTORNEY DOCKET NUMBER:</b>  | 151961.60012                                |                       |                                     |
| <b>NAME OF SUBMITTER:</b>   | Christopher O. Rivas                        |                       |                                     |
| <b>SIGNATURE:</b>   | /Christopher O. Rivas/                      |                       |                                     |
| <b>DATE SIGNED:</b>   | 01/22/2015                                  |                       |                                     |
| <b>Total Attachments: 3</b>   |   |                       |                                     |
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OP \$40.00 3910093

**FIRST AMENDMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This First Amendment to Intellectual Property Security Agreement ("Amendment") is entered into as of December 1, 2014, by and between WELLS FARGO BANK, NATIONAL ASSOCIATION ("Bank"), and THEME YOUR WORLD LLC ("Grantor"), a Delaware limited liability company.

**WITNESSETH:**

Concurrently with the execution of this Amendment, Grantor is executing an Extension Agreement and Sixth Amendment to Credit Agreement, and other documents related thereto, the execution and performance of which are a precondition to the effectiveness of this Amendment.

Reference is hereby made to that certain Intellectual Property Security Agreement dated as of July 29, 2013 (the "Security Agreement").

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

1. The address of Grantor set forth in the Security Agreement is deleted and the following substituted therefor: "8605 Santa Monica Blvd # 91106, Los Angeles CA 90069-4109."
2. Exhibit C to the Security Agreement is hereby deleted and replaced with Exhibit C hereto.
3. Except as expressly set forth herein, all terms and conditions of the Security Agreement remain in full force and effect, without waiver or modification, and Grantor reaffirms the representations and warranties made therein. All terms defined in the Security Agreement shall have the same meaning when used in this Amendment. This Amendment and the Security Agreement shall be read together as one document.
4. No course of dealing on the part of Bank or its officers, nor any failure or delay in the exercise of any right by Bank, shall operate as a waiver thereof, and any single or partial exercise of any such right shall not preclude any later exercise of any such right. Bank's failure at any time to require strict performance by Grantor of any provision shall not affect any right of Bank thereafter to demand strict compliance and performance. Any suspension or waiver of a right must be in writing signed by an officer of Bank.
5. As a condition to the effectiveness of this Amendment, Bank shall have received, in form and substance satisfactory to Bank: this Amendment, duly executed by Grantor.
6. This Amendment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one instrument.

[REMAINDER OF PAGE LEFT BLANK; SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, each of the parties hereto has caused this Amendment to be executed and delivered on the date first set forth above.

**GRANTOR:**

THEME YOUR WORLD LLC

By:   
Name: BRAD MILLER  
Title: CEO & PRESIDENT

**BANK:**

WELLS FARGO BANK,  
NATIONAL ASSOCIATION


By:   
Name: Peter W. Clark  
Title: SVP

EXHIBIT C

Trademarks

| <u>Description</u> | <u>Serial/Registration</u><br><u>No.</u> | <u>File Date</u> |
|--------------------|--|------------------|
| PAGERAGE           | 3910093 /<br>77917924                    | 1/22/2010        |