

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM329643

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT
NATURE OF CONVEYANCE:	Corrective Assignment to correct the name of the receiving party and the name of the assignor previously recorded on Reel 005436 Frame 0692. Assignor(s) hereby confirms the security interest.

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
E.S. Originals Inc.		01/05/2015	CORPORATION: NEW YORK

RECEIVING PARTY DATA

Name:	Back Beat, Inc.
Street Address:	901 West 9th St #203
City:	Austin
State/Country:	TEXAS
Postal Code:	78703
Entity Type:	CORPORATION: CALIFORNIA

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	3545440	
Serial Number:	85308902	SUGAR
Serial Number:	77372471	SUGAR
Registration Number:	2215255	SUGAR
Registration Number:	3590925	SUGAR
Serial Number:	85368214	SUGAR
Serial Number:	85310391	SUGAR
Registration Number:	3587017	SUGAR
Registration Number:	4125695	SUGAR

CORRESPONDENCE DATA

Fax Number:

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.

Phone: 2138915031

Email: trademark@buchalter.com

Correspondent Name: Jessie K. Reider, CA Bar No. 237113

Address Line 1: 1000 Wilshire Blvd., Suite 1500

Address Line 2: Buchalter Nemer, APC

Address Line 4: Los Angeles, CALIFORNIA 90017

TRADEMARK

ATTORNEY DOCKET NUMBER:	B0205-0001
NAME OF SUBMITTER:	Jessie K. Reider
SIGNATURE:	/jkr/
DATE SIGNED:	01/21/2015
Total Attachments: 5 source=Back Beat 5436-0692#page1.tif source=Back Beat SI#page1.tif source=Back Beat SI#page2.tif source=Back Beat SI#page3.tif source=Back Beat SI#page4.tif	

900312122 01/08/2015

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM328368

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
E.S. ORIGINALS INC.		01/05/2015	CORPORATION: NEW YORK
RECEIVING PARTY DATA			
Name:	BLACK BEAT, INC.		
Street Address:	901 West 9th, #606		
City:	Austin		
State/Country:	TEXAS		
Postal Code:	78703		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	3545440		
Serial Number:	85308902	SUGAR	
Registration Number:	0372471		
Registration Number:	2215255	SUGAR	
Registration Number:	3590925	SUGAR	
Serial Number:	85368214	SUGAR	
Serial Number:	85310391	SUGAR	
Registration Number:	3587017	SUGAR	
Registration Number:	4125695	SUGAR	
CORRESPONDENCE DATA			
Fax Number:	2136305788		
<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:	213-891-5935		
Email:	hpanneck@buchalter.com		
Correspondent Name:	Helen Panneck c/o Buchalter Nemer		
Address Line 1:	1000 Wilshire Blvd., Ste.1500		
Address Line 4:	Los Angeles, CALIFORNIA 90017		
ATTORNEY DOCKET NUMBER:	B0205-0001		

CH \$240.00 3545440

900312122

TRADEMARK
REEL: 005447 FRAME: 0598

Security Agreement

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of January 5, 2015 by and between Back Beat, Inc. ("Lender") and E.S. Originals Inc. ("Grantor").

RECITALS

A. Lender and Grantor and Lender entered into that certain Trademark Purchase and Assignment Agreement dated January 5, 2015 ("Trademark Agreement") and Lender has agreed to make a loan to Grantor (the "Loans") in the amount and manner set forth in that certain Promissory Note made by Grantor in favor of Lender dated as of January 5, 2015 (as the same may be amended, modified or supplemented from time to time, the "Note"; capitalized terms used herein are used as defined in the Note and the Trademark Agreement).

B. Lender is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Lender a security interest in and to the Trademarks and the goodwill associated with the Trademarks to secure the obligations of Grantor under the Note.

C. Pursuant to the terms of the Note, Grantor has granted to Lender a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Pledged Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Note and all other agreements now existing or hereafter arising between Grantor and Lender, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Note (incorporated herein by reference) and under any other agreement now existing or hereafter arising between Lender and Grantor, Grantor grants and pledges to Lender a security interest in all of Grantor's right, title and interest in, to and under its Trademarks listed on Schedule A attached hereto and incorporated by this reference, and including without limitation the goodwill associated with the Trademarks, all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Lender under the Note. The rights and remedies of Lender with respect to the security interest granted hereby are in addition to those set forth in the Note or the Trademark Agreement, and those which are now or hereafter available to Lender as a matter of law or equity. Each right, power and remedy of Lender provided for herein or in the Note or in the Trademark Agreement, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Lender of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Note or the Trademark Agreement, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Lender, of any or all other rights, powers or remedies.

Upon the termination of the Note, the Lender shall, at the expense of the Grantor, execute and deliver to the Grantor an instrument in writing in recordable form releasing the lien on and security interest in all Trademarks under this Intellectual Property Security Agreement and any other documents required to evidence the termination of the Lender's interest in the Trademarks.

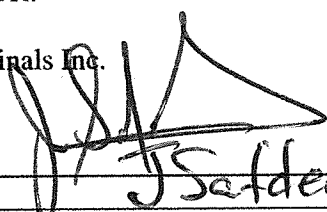
IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

440 9th Ave., 7th Floor
New York, New York 10001
Attn: _____

E.S. Originals Inc.

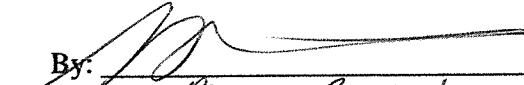
By: 
Name: J Saldeye
Title: CEO

LENDER:

Address of Lender:

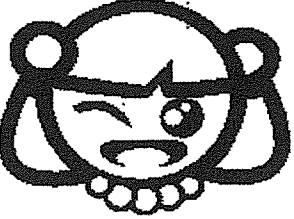


901 West 9th, #606
Austin, Texas 78703
Attn: Mary Boncetta

Back Beat, Inc.


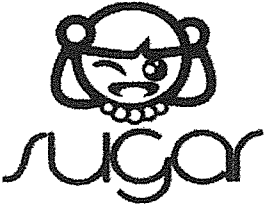
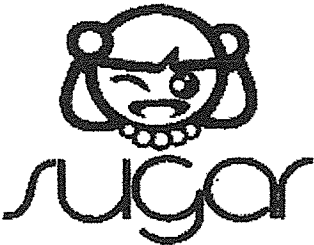
By: 
Name: Mary Boncetta
Title: Pres

Schedule A

Trademarks

Mark	App. No./ Reg. No.	Status
 <u>but only as to Classes 018</u> <u>and 025</u>	3545440	Registered
 sugar	85308902	Pending
 sugar	77/372471	Registered
SUGAR	2215255	Registered
SUGAR	3590925	Registered
sugar	85368214	Pending
sugar	85310391	Pending

m

	3587017	Registered
	85308902	Pending
	4125695	Registered

BN 17567861v1