

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM334479

|   |                                       |                       |                                  |
|---|---------------------------------------|-----------------------|----------------------------------|
| <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>               |
| Peshastin Holdings, LLC   |                                       | 03/09/2015            | LIMITED LIABILITY COMPANY: IDAHO |
| <b>RECEIVING PARTY DATA</b>   |                                       |                       |                                  |
| <b>Name:</b>  | CBC Partners I, LLC                   |                       |                                  |
| <b>Street Address:</b>  | 777 108th Avenue NE                   |                       |                                  |
| <b>Internal Address:</b>  | SUITE 1895                            |                       |                                  |
| <b>City:</b>  | BELLEVUE                              |                       |                                  |
| <b>State/Country:</b>   | WASHINGTON                            |                       |                                  |
| <b>Postal Code:</b>   | 98004                                 |                       |                                  |
| <b>Entity Type:</b>   | LIMITED LIABILITY COMPANY: WASHINGTON |                       |                                  |
| <b>PROPERTY NUMBERS Total: 1</b>  |                                       |                       |                                  |
| <b>Property Type</b>  | <b>Number</b>                         | <b>Word Mark</b>      |                                  |
| <b>Registration Number:</b>   | 4020622                               | XAACT                 |                                  |
| <b>CORRESPONDENCE DATA</b>  |                                       |                       |                                  |
| <b>Fax Number:</b>  | 5037782200                            |                       |                                  |
| <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>   | 503.778.2031                          |                       |                                  |
| <b>Email:</b>   | trademarks@lanepowell.com             |                       |                                  |
| <b>Correspondent Name:</b>  | Renee Peck c/o Lane Powell PC         |                       |                                  |
| <b>Address Line 1:</b>  | 601 SW Second Avenue                  |                       |                                  |
| <b>Address Line 2:</b>  | Suite 2100                            |                       |                                  |
| <b>Address Line 4:</b>  | Portland, OREGON 97204                |                       |                                  |
| <b>ATTORNEY DOCKET NUMBER:</b>  | 126390.15                             |                       |                                  |
| <b>NAME OF SUBMITTER:</b>   | Renee B. Peck                         |                       |                                  |
| <b>SIGNATURE:</b>   | /Renee B. Peck/                       |                       |                                  |
| <b>DATE SIGNED:</b>   | 03/09/2015                            |                       |                                  |
| <b>Total Attachments: 7</b>   |                                       |                       |                                  |
| source=Xaact - Notice of IP Security Agreement#page1.tif  |                                       |                       |                                  |
| source=Xaact - Notice of IP Security Agreement#page2.tif  |                                       |                       |                                  |

OP \$40.00 4020622

source=Xaact - Notice of IP Security Agreement#page3.tif  
source=Xaact - Notice of IP Security Agreement#page4.tif  
source=Xaact - Notice of IP Security Agreement#page5.tif  
source=Xaact - Notice of IP Security Agreement#page6.tif  
source=Xaact - Notice of IP Security Agreement#page7.tif

GRANT OF SECURITY INTEREST  
(TRADEMARKS AND COPYRIGHTS)

This GRANT OF SECURITY INTEREST, dated as of March 9, 2015, is executed by PESHASTIN HOLDINGS, LLC, an Idaho limited liability company ("**Grantor**"), in favor of CBC PARTNERS I, LLC ("**CBC**").

A. Pursuant to a Secured Promissory Note dated as of March 9, 2015 (as may be amended, restated, supplemented, and modified from time to time, the "**Note**"), by and between Grantor and CBC, CBC has agreed to lend to Grantor the sum of One Million Five Hundred Thousand Dollars (\$1,500,000.00) (the "**Loan**").

B. As a condition precedent to making the Loan, CBC requires that Grantor grant a security interest in all intellectual property owned by Grantor, and receipt by CBC of this Security Agreement duly executed by Grantor.

C. Grantor owns the trademarks, copyrights, applications for trademarks, and/or applications for copyrights, of the United States, more particularly described on Schedules 1-A and 1-B annexed hereto as part hereof (collectively, the "**Intellectual Property**");

D. Grantor has entered into an Intellectual Property Security Agreement dated the date hereof (the "**Security Agreement**") in favor of CBC; and

E. Pursuant to the Security Agreement, Grantor has granted to CBC a security interest in all right, title, and interest of Grantor in and to the Intellectual Property, together with any reissue, continuation, continuation-in-part, or extension thereof, and all proceeds thereof, including any and all causes of action that may exist by reason of infringement thereof for the full term of the Intellectual Property (collectively, the "**Collateral**"), to secure the prompt payment, performance, and observance of the Liabilities, as defined in the Note;

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby further grant to CBC a security interest in the Collateral to secure the prompt payment, performance, and observance of the Liabilities.

Grantor does hereby further acknowledge and affirm that the rights and remedies of CBC with respect to the security interest in the Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

CBC's address is:

CBC Partners I, LLC  
777 108<sup>th</sup> Avenue NE, Suite 1895  
Bellevue, WA 98004  
Attn: Alan Hallberg

With a copy to:

Lane Powell PC  
1420 Fifth Avenue, Suite 4200  
P.O. Box 91302  
Seattle, WA 98111-9402  
Attn: Stephanie Stephens

IN WITNESS WHEREOF, Grantor has caused this Grant of Security Interest to be executed  
as of the day and year first above written.

PESHASTIN HOLDINGS, LLC

By: Dryden Enterprises, Inc., its Manager

By:   
Name: Douglas Nauff  
Its: President

ALL-PURPOSE ACKNOWLEDGMENT

STATE OF Idaho )  
COUNTY OF Kootenai ) ss.

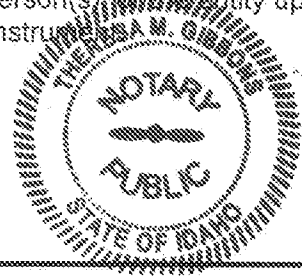
On March 6, 2015, before me, Douglas Huff Theresa M Gilbert  
(Name and Title of Officer) Notary Public

personally appeared Douglas Huff

- personally known to me
- or-
- 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 entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Theresa M Gilbert  
Signature Of Notary  
Theresa M Gilbert



OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

| CAPACITY CLAIMED BY SIGNER  | DESCRIPTION OF ATTACHED DOCUMENT                             |
|---|--|
| <input type="checkbox"/> Individual<br><input type="checkbox"/> Corporate Officer<br><br>Title(s) _____   | <u>Security Agreement</u><br>Title Or Type Of Document _____ |
| <input type="checkbox"/> Partner(s) <input type="checkbox"/> Limited<br><input type="checkbox"/> Attorney-In-Fact <input type="checkbox"/> General<br><input type="checkbox"/> Trustee(s)<br><input type="checkbox"/> Guardian/Conservator<br><input type="checkbox"/> Other: _____ | Number Of Pages _____  |
| Signer is representing:<br>Name Of Person(s) Or Entity(ies) _____   | <u>3/6/15</u><br>Date Of Document _____                      |
| _____<br>_____  | <u>Mk</u><br>Signer(s) Other Than Named Above _____          |

SCHEDULE 1-A TO GRANT OF SECURITY INTEREST

TRADEMARKS

| <u>Mark</u> | <u>Serial No. / Reg. No.</u> | <u>Status</u>      |
|-------------|------------------------------|--------------------|
| XAACT       | 4020622                      | Registered 8/30/11 |

SCHEDULE 1-B TO GRANT OF SECURITY INTEREST

TRADEMARK APPLICATIONS

None.

SCHEDULE 2-A TO GRANT OF SECURITY INTEREST

COPYRIGHTS

None.



SCHEDULE 2-B TO GRANT OF SECURITY INTEREST

COPYRIGHT APPLICATIONS

None.

126390.0015/6280483.2

II-B-1

**RECORDED: 03/09/2015**

**TRADEMARK  
REEL: 005474 FRAME: 0167**