



**SCHEDULE A**  
**TO**  
**RECORDATION FORM COVER SHEET**  
**TRADEMARKS ONLY**

REGISTERED TRADEMARKS

<u>Mark</u>	<u>Registration No.</u>	<u>Registered</u>
INDICATION	4602294	9/9/2014
5TWELVE	4606328	9/16/2014
SAMI+DANI	4606329	9/16/2014
LABEL BY FIVE TWELVE (& Design)	4610472	9/23/2014
WESLEEROSE	4629781	10/28/2014

**AMENDMENT NO. 1 TO  
TRADEMARK SECURITY AGREEMENT**

AMENDMENT NO. 1 TO TRADEMARK SECURITY AGREEMENT (this "Amendment"), dated June 9, 2015, by and between M.M. and R. Inc. ("Obligor"), and FCC, LLC, d/b/a First Capital ("Factor"). All capitalized terms used herein which are not defined shall have the meanings given to such terms in the Trademark Security Agreement (as hereinafter defined).

**W I T N E S S E T H:**

WHEREAS, Obligor and Factor are parties to the Trademark Security Agreement, dated August 26, 2011 (as the same now exists or may hereafter be amended, modified, supplemented, renewed, restated or replaced, the "Trademark Security Agreement"), and recorded by the with the U.S. Patent and Trademark Office on September 8, 2011 at Reel/Frame 004621/0789 (the "PTO Assignment"), which such PTO Assignment recorded Factor's security interest in the Trademarks with the U.S. Patent and Trademark Office;

WHEREAS, pursuant to the Trademark Security Agreement, Obligor has, among other things, granted to Factor a security interest in certain present and future Trademarks of Obligor, together with certain related assets, and has agreed to execute and deliver to Factor all agreements and documents as requested by Factor to evidence the security interests of Factor therein;

WHEREAS, Obligor has certain additional Trademarks registered or filed with the U.S. Patent and Trademark Office which are not reflected in the Trademark Security Agreement; and

WHEREAS, Obligor and Factor now wish to amend the Trademark Security Agreement to include such additional Trademarks.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Obligor and Factor hereby agree as follows:

1. Amendment to Trademark Security Agreement.

(a) Without limiting any of the security interests granted in the Trademarks otherwise described in the Trademark Security Agreement, Exhibit A to the Trademark Security Agreement is hereby amended to include, in addition and not by way of limitation, the Trademarks described in Exhibit A attached hereto (such Trademarks described on Exhibit A hereto being referred to herein as the "Additional Trademarks").

(b) All references to the term "Trademarks" in the Trademark Security Agreement shall be deemed and each such reference is hereby amended to include, in addition and not in limitation, all of the Additional Trademarks and the other assets described in Section 2 of this Amendment.

2. Confirmation of Grant of Security Interest. Without limiting the grant of the security interest to Factor set forth in Section 2 of the Trademark Security Agreement or any other provisions thereof, Obligor hereby confirms, reaffirms and restates its prior grant to Factor, and

hereby irrevocably pledges and assigns to, and grants Factor a Security Interest in all of Obligor's right, title and interest in and to: (i) the Additional Trademarks, and the respective goodwill associated with each of the Additional Trademarks, (ii) licenses, fees or royalties with respect to each of the Additional Trademarks, (iii) the right to sue for past, present and future infringement, dilution and damages therefor, and (iv) licenses thereunder, all as presently existing or hereafter arising or acquired.

3. Representations, Warranties and Covenants. All of the representations, warranties and covenants with respect to the Trademarks and the other Collateral set forth in Section 3 of the Trademark Security Agreement shall apply to the Additional Trademarks and other assets described in Section 2 of this Amendment.

4. Effect of this Amendment. Except as expressly amended pursuant hereto, no other changes or modifications to the Trademark Security Agreement or waivers of or consents under any provisions thereof are intended or implied, and in all other respects the Trademark Security Agreement is hereby specifically ratified, restated, and confirmed by all parties hereto as of the effective date hereof. To the extent any term or provision of this Amendment conflicts with any term or provision of the Trademark Security Agreement, the term or provision of the Trademark Security Agreement shall control.

5. Counterparts. This Amendment may be executed in any number of counterparts, but all of such counterparts shall together constitute but one and the same agreement. In making proof of this Amendment, it shall not be necessary to produce or account for more than one counterpart thereof signed by each of the parties hereto. This Amendment may be delivered by telecopier or electronic mail with the same force and effect as if it were a manually executed and delivered counterpart.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Obligor and Factor have executed this Amendment as of the day and year first above written.

**M.M. AND R. INC**

By: 

Name: ~~Alan Miller~~ Alan Miller

Title:

**FCC, LLC, D/B/A First Capital**

By: 

Name: Kevin McGarry

Title: CVP

EXHIBIT A  
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AMENDMENT TO  
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