

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM347720

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Attract China LLC		02/16/2012	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Evan Saunders		
Street Address:	77 Sargent Crossway		
City:	Brookline		
State/Country:	MASSACHUSETTS		
Postal Code:	02445		
Entity Type:	INDIVIDUAL: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4367372	A ATTRACT CHINA	
Serial Number:	86192861	XIAO YAO DAO	
Serial Number:	86192855		
CORRESPONDENCE DATA			
Fax Number:	9784708338		
<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:	9787833042		
Email:	nmenchetti@dfllp.com		
Correspondent Name:	Nicola C. Menchetti		
Address Line 1:	34 Essex Street		
Address Line 4:	Andover, MASSACHUSETTS 01810		
NAME OF SUBMITTER:	Nicola C. Menchetti		
SIGNATURE:	/Nicola C. Menchetti/		
DATE SIGNED:	07/13/2015		
Total Attachments: 7			
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GENERAL SECURITY AGREEMENT

THIS GENERAL SECURITY AGREEMENT (this “**Agreement**”), dated as of July __, 2015, is made by and between **ATTRACT CHINA LLC**, a Delaware limited liability company (the “**Debtor**”), and **EVAN SAUNDERS**, an individual (the “**Secured Party**”).

WHEREAS:

- (A) Secured Party has made a loan to Debtor and Debtor has issued to Secured Party a secured promissory note in the principal amount of \$160,000 (the “**Note**”);
- (B) As security for the obligations due under the Note, the Debtor has agreed to pledge to Secured Party and grant to Secured Party a security interest in the Collateral (as hereinafter defined); and
- (C) The Debtor and Secured Party desire to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the benefits accruing to the Debtor, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Debtor covenants and agrees with Secured Party as follows:

1. **Security for Obligations.** This Agreement is for the benefit of Secured Party to secure the prompt and complete payment and performance of all of the Debtor’s obligations arising under the Note (such obligations are collectively referred to herein as the “**Obligations**”).
2. **Definition of Collateral.** As used herein, the term “**Collateral**” shall mean all assets of the Debtor, including, without limitation, all of the present and future undertaking and property, both real and personal, of the Debtor, including without limitation, all right, title and interest that the Debtor now has or may hereafter have, be possessed of, or entitled to or hereafter be acquired by the Debtor in accounts receivable, inventory, equipment, chattel paper, documents of title, securities and instruments, intangibles, trademarks (including, without limitation, those certain trademarks (collectively, the “**Registered Trademarks**”) as further described on Exhibit A hereto), money, books and records and all replacements of, substitutions for and increases, additions and accessions to the foregoing, together with all proceeds thereof, and any reference to “**Collateral**” shall be deemed a reference to “**Collateral or any part thereof**”.
3. **Pledge of Collateral.** To secure the prompt and complete payment and performance when due of all of the Obligations, the Debtor hereby pledges to Secured Party and grants to Secured Party a security interest of first priority in all of the right, title and interest of the Debtor in all of the Collateral.
4. **Remedies in Case of Event of Default.** Upon the failure of the Debtor to make payments in accordance with the terms of the Note, or upon the occurrence of an Event of Default, as such term is defined in the Note, Secured Party may:
 - (a) exercise any and all rights and remedies granted to a secured party by the Uniform Commercial Code as in effect in the State of Delaware on the date hereof (the

“UCC”) or otherwise allowed at law and, in either case, as otherwise provided by this Agreement;

- (b) take possession of the Collateral or any part thereof with or without process of law; and
- (c) dispose of the Collateral as Secured Party may choose, so long as every aspect of the disposition including the method, manner, time, place, and terms are commercially reasonable.

5. **Transfer by the Debtor.** The Debtor shall not sell or otherwise dispose of, or grant any option with respect to, or pledge or otherwise encumber, any of the Collateral or any interest therein.

6. **Representations and Warranties.** The Debtor represents and warrants to the Secured Party that:

- (a) The Debtor is a limited liability company duly organized, validly existing and in good standing under the law of the jurisdiction of its organization and has all requisite power and authority to execute, deliver and perform its obligations under this Agreement.
- (b) All limited liability company action on the part of the Debtor, its officers, directors and members necessary for the authorization, execution and delivery of this Agreement and the other Documents, the performance of all obligations of the Debtor hereunder and thereunder has been taken, and this Agreement and Note, shall constitute valid and legally binding obligations of the Debtor, enforceable against the Debtor in accordance with their terms except as limited by applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance and other laws of general application affecting enforcement of creditors' rights generally and as limited by laws relating to the availability of specific performance, injunctive relief or other equitable remedies.
- (c) (i) This Agreement creates a security interest that is enforceable against the Collateral in which the Debtor now has rights and (ii) the Secured Party has a perfected and first priority security interest in the Collateral in which the Debtor now has rights, in each case securing the payment and performance of the Obligations.
- (d) The Debtor has the right and power to transfer the Collateral, and the Debtor is the sole and complete owner of the Collateral, free from any lien.

7. **Covenants.** So long as any of the Obligations remain unsatisfied, the Debtor agrees that:

- (a) The Debtor shall appear in and defend any action, suit or proceeding that may affect to a material extent its title to, or right or interest in, or Secured Party's right or interest in, the Collateral, and shall do and perform all reasonable acts that

may be necessary and appropriate to maintain, preserve and protect in all material respects the Collateral.

- (b) The Debtor shall not surrender or lose possession of (other than to the Secured Party), sell, lease, rent or otherwise dispose of or transfer any of the Collateral or any right or interest therein, except in the ordinary course of business.
- (c) The Debtor shall keep the Collateral free of all liens.
- (d) The Debtor shall maintain and preserve its limited liability company existence, its rights to transact business and all other rights, franchises and privileges necessary or reasonably desirable in the normal course of its business and operations and the ownership of the Collateral.

8. **Authorization; Secured Party Appointed Attorney-in-Fact.** The Secured Party shall have the right to, in the name of the Debtor, or in the name of the Secured Party or otherwise, upon notice to but without the requirement of assent by the Debtor, and the Debtor hereby constitutes and appoints the Secured Party (and any of the Secured Party's employees or agents designated by the Secured Party) as the Debtor's true and lawful attorney-in-fact, with full power and authority to: (i) sign any of the financing statements and other documents and instruments that must be executed or filed to perfect or continue perfected, maintain the priority of or provide notice of the Secured Party's security interest in the Collateral; (ii) execute any and all such other documents and instruments, and do any and all acts and things for and on behalf of the Debtor, which the Secured Party may deem reasonably necessary or advisable to maintain, realize upon and preserve the Collateral and the Secured Party's security interest therein and to accomplish the purposes of this Agreement; and (iii) sign any of the financing statements and other instruments that must be filed with the United States Patent and Trademark Office ("USPTO"). The Secured Party agrees that, except upon and during the continuance of an Event of Default, it shall not exercise the power of attorney, or any rights granted to the Secured Party pursuant to clauses and that such power shall only be used for the purpose of enforcing the Secured Party's remedies hereunder. The foregoing power of attorney is coupled with an interest and irrevocable so long as the Obligations have not been paid and performed in full. The Debtor hereby ratifies, to the extent permitted by law, all that the Secured Party shall lawfully and in good faith do or cause to be done by virtue of and in compliance with this Section 8.

9. **Certain Waivers.** The Debtor waives, to the fullest extent permitted by law, (i) any right of redemption with respect to the Collateral, whether before or after sale hereunder and (ii) any right to require the Secured Party (A) to proceed against any person, (B) to exhaust any other collateral or security for any of the Obligations, (C) to pursue any remedy in the Secured Party's power, or (D) to make or give any presentments, demands for performance, notices of nonperformance, protests, notices of protests, or notices of dishonor in connection with any of the Collateral.

10. **Miscellaneous.** No failure on the part of the Secured Party to exercise, and no delay in exercising, any right, remedy, power or privilege under this Agreement and the other Documents shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, remedy, power or privilege preclude any other or further exercise thereof or the exercise of any

other right, remedy, power or privilege. The rights and remedies under this Agreement and the other Documents are cumulative and not exclusive of any rights, remedies, powers and privileges that may otherwise be available to the Secured Party. This Agreement shall create a continuing security interest in the Collateral and shall be binding upon the successors and assigns of the Debtor and shall inure to the benefit of and be enforceable by Secured Party and Secured Party's permitted successors and assigns. The headings in this Agreement are for purposes of reference only and shall not limit or define the meaning hereof. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which shall constitute one instrument. In the event that any provision of this Agreement shall prove to be invalid or unenforceable, such provision shall be deemed to be severable from the other provisions of this Agreement which shall remain binding on the parties hereto. This Agreement contains the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements or understandings between the parties related to such matters. This Agreement may be amended or modified only by a writing signed by both parties hereto. This Agreement is not assignable or transferable by either party, provided that Secured Party may assign this Agreement to any holder of the Note.

11. **Financing Statements.** The Debtor agrees to deliver promptly to Secured Party such duly executed UCC Financing Statements and/or recordations with the USPTO as Secured Party may reasonably request, for filing, as may be appropriate, with respect to Secured Party's security interest in the Collateral in such jurisdictions as Secured Party may reasonably determine to be appropriate.

12. **Termination.** Upon such time, if any, as the Debtor shall pay, satisfy or otherwise discharge in full the Obligations, this Agreement shall be null and void and the security interests granted hereunder shall automatically terminate.

13. **Governing Law.** This Agreement shall (irrespective of where it is executed, delivered and/or performed) be governed by and construed in accordance with the laws of the State of Delaware (without giving effect to principles of conflicts of law), except as otherwise required by mandatory provisions of law and except to the extent that remedies provided by the laws of any State other than Delaware are governed by the laws of said State.

IN WITNESS WHEREOF, the Debtor and Secured Party have caused this Agreement to be executed as of the date first above written.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement,
as of the date first above written.

DEBTOR:

ATTRACT CHINA LLC

By:  _____

Name: Michael DiCarlo

Title: Executive Vice President, Western
Operations

SECURED PARTY:

EVAN SAUNDERS

Name: Evan Saunders

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement,
as of the date first above written.

DEBTOR:

ATTRACT CHINA LLC

By:  _____

Name: Michael DiCarlo

Title: Executive Vice President, Western
Operations

SECURED PARTY:


EVAN SAUNDERS




Name: Evan Saunders

Exhibit "A"

REGISTERED TRADEMARKS

<u>Trademark</u>	<u>Registration Date</u>	<u>Registration No.</u>
 AttractChina	July 16, 2013	4367372

PENDING TRADEMARK APPLICATIONS

<u>Trademark</u>	<u>Filing Date</u>	<u>Serial No.</u>
XIAO YAO DAO	February 13, 2014	86192861
	February 13, 2014	86192855