

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM349305

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Attract China LLC		07/21/2015	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Samuel M Goodman		
Street Address:	1001 4th Avenue, Ste 3322		
Internal Address:	c/o FM Legal Group PS		
City:	Seattle		
State/Country:	WASHINGTON		
Postal Code:	98154		
Entity Type:	INDIVIDUAL: CANADA		
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:	2063742831		
<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:	2065528019		
Email:	frasermendel@fmlegalgroup.com		
Correspondent Name:	Fraser Mendel		
Address Line 1:	1001 4th Avenue, Ste 3322		
Address Line 4:	Seattle, WASHINGTON 98154		
ATTORNEY DOCKET NUMBER:	14-0014/02 AC		
NAME OF SUBMITTER:	Fraser Mendel		
SIGNATURE:	/frasermendel/		
DATE SIGNED:	07/27/2015		
Total Attachments: 4			
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of July 21, 2015, is entered into between ATTRACT CHINA LLC, a Delaware limited liability company ("Debtor"), and Samuel M. Goodman, an individual ("Secured Party").

WHEREAS:

- (A) Debtor and Secured Party are, contemporaneously herewith, entering into that certain Settlement Agreement ("Settlement Agreement"), Promissory Note, and General Security Agreement (collectively, the "Settlement Documents"); and
- (B) Debtor is the owner of certain intellectual property, identified below, in which Debtor is granting a security interest to Secured Party. Capitalized terms used in this Agreement without definition shall have the respective meanings set forth in the General Security Agreement.

NOW THEREFORE, the parties hereto mutually agree as follows:

1. **Grant of Security Interest.** To secure the complete and timely payment and performance of all Obligations, including interest that accrues after the commencement by or against Debtor of any Event of Default, and without limiting any other security interest Debtor has granted to Secured Party, Debtor hereby grants, assigns, and conveys to Secured Party a security interest in Debtor's entire right, title, and interest in and to the following, whether now owned or hereafter acquired (the "Collateral"):
 - (a) Each of the trademarks and rights and interest which are capable of being protected as trademarks (including trademarks, service marks, designs, logos, indicia, tradenames, corporate names, company names, business names, fictitious business names, trade styles, and other source or business identifiers, and applications pertaining thereto), which are presently, or in the future may be, owned, created, acquired, or used (whether pursuant to a license or otherwise) by Debtor, in whole or in part, and all trademark rights with respect thereto throughout the world, including all proceeds thereof (including license royalties and proceeds of infringement suits), and rights to renew and extend such trademarks and trademark rights;
 - (b) All of Debtor's right to the trademarks and trademark registrations listed on Exhibit A, as the same may be updated from time to time;
 - (c) All of Debtor's right, title and interest to register trademark claims under any state or federal trademark law or regulation of any foreign country and to apply for, renew, and extend trademark registrations and trademark rights, the right (without obligation) to sue or bring opposition or cancellation proceedings in the name of Debtor or in the name of Secured Party for past, present, and future infringements of the trademarks, registrations, or trademark rights and all rights (but not obligations) corresponding thereto in the United States and any foreign country;

- (d) the entire goodwill of or associated with the businesses now or hereafter conducted by Debtor connected with and symbolized by any of the aforementioned properties and assets;
- (e) all commercial tort claims associated with or arising out of any of the aforementioned properties and assets;
- (f) all accounts, all intangible intellectual or other similar property and other general intangibles associated with or arising out of any of the aforementioned properties and assets and not otherwise described above, including all license payments and payments under insurance (whether or not the Secured Party is the loss payee thereof) or any indemnity, warranty or guaranty payable by reason of loss or damage to or otherwise with respect to the foregoing Collateral; and
- (g) All products, proceeds and supporting obligations of or with respect to any and all of the foregoing Collateral.

2. After-Acquired Trademark Rights. If Debtor shall obtain rights to any new trademarks, the provisions of this Agreement shall automatically apply thereto. Debtor shall give prompt notice in writing to Secured Party with respect to any such new trademarks, or renewal or extension of any trademark registration. Without limiting Debtor's obligation under this Section 2, Debtor authorizes Secured Party to modify this Agreement by amending Exhibit A to include any such new trademark rights. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Exhibit A shall in any way affect, invalidate or detract from Secured Party's continuing security interest in all Collateral, whether or not listed on Exhibit A.

3. General Provisions.

- (a) Rights Under General Security Agreement. This Agreement has been granted in conjunction with the security interest granted to Secured Party under the General Security Agreement. The rights and remedies of Secured Party with respect to the security interests granted herein are without prejudice to, and are in addition to those set forth in the General Security Agreement, all terms and provisions of which are incorporated herein by reference.
- (b) Amendment; No Conflict. This Agreement is subject to modification only by a writing signed by the parties, except as provided in Section 2 of this Agreement. To the extent that any provision of this Agreement conflicts with any provision of the General Security Agreement, the provision giving Secured Party greater rights or remedies shall govern, it being understood that the purpose of this Agreement is to add to, and not detract from, the rights granted to Secured Party under the General Security Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first written above.

Attract China LLC

Samuel M. Goodman

Samuel M Goodman

SG




By: Evan Saunders

Title: Manager & Chief Executive Officer_

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

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