

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM358967

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HAROLD LEE		10/06/2015	INDIVIDUAL: AUSTRALIA
RECEIVING PARTY DATA			
Name:	GEMCAP LENDING I, LLC		
Street Address:	24955 PACIFIC COAST HIGHWAY		
Internal Address:	SUITE A202		
City:	MALIBU		
State/Country:	CALIFORNIA		
Postal Code:	90265		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4612181	LIVING TEXTILES BABY	
Registration Number:	4615970	LOLLI LIVING	
Registration Number:	2484210	LIVING TEXTILES	
CORRESPONDENCE DATA			
Fax Number:	4043320307		
<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:	404-739-8847		
Email:	WENTWISTLE@STITES.COM		
Correspondent Name:	B. WALKER ENTWISTLE		
Address Line 1:	303 PEACHTREE STREET, N.E.		
Address Line 2:	2800 SUNTRUST PLAZA		
Address Line 4:	ATLANTA, GEORGIA 30308		
ATTORNEY DOCKET NUMBER:	GE128-00GE4		
NAME OF SUBMITTER:	B. WALKER ENTWISTLE		
SIGNATURE:	/bwe/		
DATE SIGNED:	10/16/2015		
Total Attachments: 7			

OP \$90.00 4612181

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**TRADEMARK SECURITY AGREEMENT
AND ASSIGNMENT**

This Trademark Security Agreement and Assignment, dated as of October 6, 2015 (this "Agreement"), made by **HAROLD LEE**, individually, having an address of 5141 Scholarship Drive, Irvine, CA 92614 (referred to herein as "Grantor"), in favor of **GEMCAP LENDING I, LLC**, a Delaware limited liability company with offices at 24955 Pacific Coast Highway, Suite A202, Malibu, CA 90265 (together with its successors and assigns, "Lender").

RECITALS

WHEREAS, the Grantor has an ownership interest in the trademarks identified on **Exhibit I** hereto (collectively, the "Trademarks"); and

WHEREAS, the Grantor, **LIVING 63, LLC**, a California limited liability company ("Borrower") and the Lender are parties to that certain Loan and Security Agreement, of even date herewith (as from time to time amended or supplemented, the "Loan Agreement"); and

WHEREAS, the Grantor has agreed to grant to Lender a security interest in, among other things, the Trademarks, to secure the performance of Grantor's obligations under the Loan Agreement and the other Loan Documents (as defined in the Loan Agreement); and

WHEREAS, it is a condition precedent to the Lender's entry into the Loan Agreement and the other Loan Documents that the Grantor execute and deliver this Agreement to the Lender; and

WHEREAS, the Grantor and the Lender by this instrument seek to confirm and make a record of the grant of the security interest in the Trademarks and the assignment of the Trademarks upon the occurrence of an Event of Default in accordance with the terms of this Agreement; and

WHEREAS, capitalized terms used and not defined herein have the meanings given to them in the Loan Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Grantor hereby agrees, confirms and acknowledges as follows:

1. Grantor hereby grants and conveys to Lender a first priority continuing security interest in and lien upon in all present and future rights and interest in the Trademarks together with the goodwill connected with the use of and symbolized thereby and all extensions and renewals thereof, excluding only United States intent-to-use trademark applications to the extent that and solely during the period in which

the grant of a security interest therein would impair, under applicable federal law, the registrability of such applications or the validity or enforceability of registrations issuing from such applications, to secure all indebtedness of Borrower and/or Grantor to Lender, whether now existing or hereafter arising.

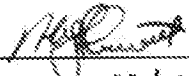
2. The Grantor further acknowledges and confirms that the rights and remedies of Lender with respect to the Trademark are more fully set forth in the Loan Agreement and the other Loan Documents, the terms and provisions of which are incorporated herein by reference.
3. The Grantor hereby irrevocably constitutes and appoints Lender, with full power of substitution, as its true and lawful attorney-in-fact, with full irrevocable power and authority in its place and stead and in its name or otherwise, from time to time in Lender's sole discretion, at such Grantor's sole cost and expense, to take any and all action and to execute and deliver any and all documents and instruments which Lender may deem reasonably necessary or advisable to (a) accomplish the purposes of perfecting, continuing and preserving, a continuing first priority security interest in the Trademarks and the goodwill associated therewith in favor of Lender, and (b) effect a transfer of the Trademarks and the goodwill associated therewith to Lender or to Lender's designees without further consent or authorization of the Grantor upon the occurrence of an Event of Default. In furtherance and not in limitation of the foregoing, if an Event of Default has occurred and is continuing, the Lender is hereby authorized file with the United States Patent and Trademark Office or with such other governmental authorities, the assignment in the form substantially similar to that of **Exhibit A** attached to this Agreement, together with such other instruments and documents as the Lender may deem necessary or appropriate to effectuate the foregoing.


[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK AND SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, this Trademark Security Agreement and Assignment has been entered into as of the day and year first above written.

GRANTOR:

WITNESS:

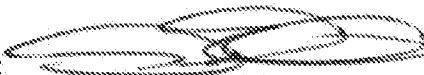

Print Name: Mike Sorritt

 (SEAL)
HAROLD LEE, individually

ACCEPTED AND AGREED:

LENDER:

GEMCAP LENDING I, LLC

By: 
Name: David Eus
Title: Co-President

[SIGNATURE PAGE - TRADEMARK SECURITY AGREEMENT AND ASSIGNMENT]

EXHIBIT 1

Trademarks

Serial No. / Registration No.	Item	Status	Filing Date	Date Registered	Registrant
4612181	Living Textiles Baby	Live	Jun.25, 2013	Set.30, 2014	Harold Lee
4615970	Lolli Living	Live	Jun.25, 2013	Oct.7, 2014	Harold Lee
2484210	LIVING TEXTILES	Live	Jan.25, 1999	Sept. 4, 2001	Harold Lee

EXHIBIT A

ASSIGNMENT OF TRADEMARKS

This **ASSIGNMENT OF TRADEMARKS** (this "Assignment"), dated as of _____, 201_ made by , HAROLD LEE, individually, having an address of 5141 Scholarship Drive, Irvine, CA 92614 ("Assignor"), on a joint and several basis, in favor of GemCap Lending I, LLC, a Delaware limited liability company ("Lender") and the Assignee as set forth below.

RECITALS:

WHEREAS, Assignor has an ownership interest in the Trademarks described on **Exhibit 1** attached hereto (the "Trademarks"); and

WHEREAS, Assignor, LIVING 63, LLC, a California limited liability company ("Borrower") and Lender are parties to that certain Loan and Security Agreement dated October 6, 2015 (as from time to time amended or supplemented, the "Loan Agreement"; capitalized terms used and not defined herein shall have the meanings set forth in the Loan Agreement); and

WHEREAS, Assignor granted to Lender a security interest in substantially all of the Trademarks and the goodwill associated therewith to secure the performance of its obligations under the Loan Agreement and the other Loan Documents; and

WHEREAS, it was a condition precedent to the Lender's entry into the Loan Agreement that Assignor shall have executed and delivered this Assignment; and

WHEREAS, one or more Events of Default have occurred under the Loan Agreement and the Lender has the right to exercise its rights and remedies under the Loan Agreement and the other Loan Documents; and

WHEREAS, by this instrument, Assignor is hereby assigning the Trademarks to the Lender or its designee.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of are hereby acknowledged, Assignor hereby assigns to Lender the Trademarks as follows:


I. Assignment of Trademarks. Assignor hereby assigns, transfers, and conveys to Lender and/or Lender's appointed agents, including but not limited to _____ (the "Assignee") all of Assignor's right, title and interest in and to the Trademarks together with the goodwill associated therewith.

2. Filing and Recordation. Assignee is hereby authorized to file or record this Assignment or any other instrument in such public offices and with such governmental authorities, including the United States Patent and Trademark Office, as Assignee may determine from time to time for the purpose of evidencing the foregoing assignment.

IN WITNESS WHEREOF, Assignor has executed this Trademark Assignment as of the date first above written.

ASSIGNOR:

WITNESS:


Print Name: Mike Scott


 (SEAL)
HAROLD LEE, individually

EXHIBIT 1 TO ASSIGNMENT OF TRADEMARKS

REGISTERED TRADEMARKS

REGISTRATION NUMBER	MARK
4615970	LOLLI LIVING
2484210	LIVING TEXTILES
4612181	LIVING TEXTILES BABY

TRADEMARK APPLICATIONS

APPLICATION NUMBER	FILING DATE	MARK