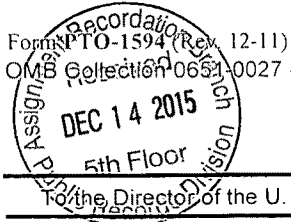


12-14-15



12/14/2015



103674099

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECO
TR

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

HOOTOO.COM INC

- Individual(s)
- Partnership
- Corporation- State: California
- Other _____
- Association
- Limited Partnership

Citizenship (see guidelines) CA

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) June 4, 2015

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: East West Bank

Street Address: 9300 Flair Drive, 6th Floor

City: El Monte

State: California

Country: USA Zip: 91731

- Individual(s) Citizenship _____
- Association Citizenship _____
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship CA
- Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) Text

86336925

B. Trademark Registration No.(s)

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

Filing Date: July 14, 2015

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Philip Chu

Internal Address: Loan Documentation Department

Loan No. 34800272

Street Address: 9300 Flair Drive, 6th Floor

City: El Monte

State: California Zip: 91731

Phone Number: 626-371-8734

Docket Number: _____

Email Address: Philip.Chu@EastWestBank.com

6. Total number of applications and registrations involved:

4

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$115

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

12/15/2015 KNGUYEN1 00000009 86336925

Deposit Account Number _____ 40.00 UP

Authorized User Name _____ 75.00 UP

9. Signature:

Philip Chu

Signature

Philip Chu

Name of Person Signing

12/10/15

Date

Total number of pages including cover sheet, attachments, and document:

11

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK
REEL: 005691 FRAME: 0200

Continuation page for additional sheet
Conveying party: HOOTOO. COM INC
Loan No. 34800272

Number	Description	Application No.	Filing Date
2	HOOTOO	86376639	8/26/2014
3	HOOTOO	86376607	8/25/2014
4	HOOTOO	85337950	6/3/2011

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement"), dated as of June 4, 2015, is entered into by and between EAST WEST BANK, a California banking corporation ("Secured Party"), and HOOTOO.COM INC., a California corporation ("Grantor"), with reference to the following facts:

RECITALS

A. Secured Party and Grantor are parties to a Loan and Security Agreement dated as of the date of this Agreement (the "Loan Agreement"; capitalized terms used herein without definition shall have the respective meanings specified for such terms in the Loan Agreement).

B. Pursuant to the Loan Agreement, Secured Party will make loans and other Credit Extensions to Grantor.

C. It is a condition precedent to the effectiveness of the Loan Agreement that Grantor enter into this Agreement with Secured Party and hereby grant Secured Party a security interest in and Lien on all of Grantor's intellectual property as set forth below.

NOW, THEREFORE, to induce Secured Party to enter into the Loan Agreement and to provide Grantor the loans and other Credit Extensions contemplated thereunder, Grantor hereby agrees as follows:

1. Grant of Security Interest. To secure the timely payment and performance of its obligations to Secured Party under the Loan Agreement, Grantor hereby grants and pledges to Secured Party a security interest in and lien on all of Grantor's right, title and interest in, to and under its intellectual property (collectively, the "Intellectual Property Collateral"), including, without limitation, the following:

(a) All present and future United States registered copyrights and copyright registrations, including, without limitation, the registered copyrights, Mask Works, computer programs and other rights subject to United States copyright protection listed in Exhibit A attached hereto (and including all of the exclusive rights afforded a copyright registrant in the United States under 17 U.S.C Section 106 and any exclusive rights which may in the future arise by act of Congress or otherwise), and all present and future applications for copyright registrations (including applications for copyright registrations of derivative works and compilations) (collectively, the "Registered Copyrights"), and any and all royalties, payments and other amounts payable to Grantor in connection with the Registered Copyrights, together with all renewals and extensions of the Registered Copyrights, the right to recover for all past, present and future infringements of the Registered Copyrights, and all computer programs and tangible property embodying or incorporating the Registered Copyrights; and all other rights of every kind whatsoever accruing thereunder or pertaining thereto;

(b) All present and future copyrights, Mask Works, computer programs and other rights subject to (or capable of becoming subject to) United States copyright protection which are not registered in the United States Copyright Office (collectively, the "Unregistered Copyrights"), whether now owned or hereafter acquired, and any and all royalties, payments, and other amounts payable to Grantor in connection with the Unregistered Copyrights, together with all renewals and extensions of the Unregistered Copyrights, the right to recover for all past, present and future infringements of the Unregistered Copyrights, and all computer programs and all tangible property embodying or incorporating the Unregistered Copyrights, and all other rights of every kind whatsoever accruing

thereunder or pertaining thereto. The Registered Copyrights and the Unregistered Copyrights collectively are referred to herein as the "Copyrights";

- (c) All present and future license agreements with respect to the Copyrights;
- (d) All present and future accounts, accounts receivable, royalties, and other rights to payment arising from, in connection with, or relating to the Copyrights;
- (e) All trade secrets;
- (f) All intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;
- (g) All United States design rights available to Grantor now or hereafter existing, created, acquired or held;
- (h) All United States patents, patent applications and similar protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including, without limitation, the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");
- (i) All United States trademark and servicemark rights, whether registered or not, applications to register (other than "intent to use" applications until a verified statement of use is filed with respect to such applications) and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including, without limitation, those set forth on Exhibit C attached hereto (collectively, the "Trademarks");
- (j) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation, those set forth on Exhibit D attached hereto (collectively, the "Mask Works");
- (k) All claims for damages by way of past, present and future infringements of any of the rights included above, along with the right, but not the obligation, to sue for and collect such damages for such infringement;
- (l) All licenses or other rights to use any of the Copyrights, Patents, Trademarks or Mask Works and all license fees and royalties arising from such use to the extent permitted by such licenses or rights;
- (m) All amendments, extensions and renewals of any of the United States Copyrights, Trademarks, Patents or Mask Works; and
- (n) All proceeds of the foregoing, including, without limitation, all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing and all license royalties and proceeds of infringement suits, and all rights corresponding to the foregoing throughout the world and all re-issues, divisions, continuations, renewals, extensions and continuations-in-part of the foregoing.

2. Recordation. Grantor authorizes and requests the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this Agreement upon request by Secured Party.

3. Supplements. Grantor hereby authorizes Secured Party (a) to amend this Agreement unilaterally by supplementing the exhibits to this Agreement to add any Intellectual Property Collateral which Grantor obtains after the date of this Agreement, and (b) to file a duplicate original of this Agreement containing amended exhibits reflecting such new Intellectual Property Collateral.

4. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Loan Agreement, which is hereby incorporated by reference. The provisions of the Loan Agreement shall supersede and control over any conflicting or inconsistent provision of this Agreement. The rights and remedies of Secured Party with respect to the Intellectual Property Collateral are as provided by the Loan Agreement and the other Loan Documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

5. Execution in Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in separate counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Agreement.

6. Successors and Assigns. This Agreement shall be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.


7. Governing Law. This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of California, without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction).

[Rest of page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized officers as of the date first above written.

GRANTOR:

HOOTOO.COM INC.,
a California corporation

By: 
Name: Allen Fung
Title: CEO

SECURED PARTY:


EAST WEST BANK,
a California banking corporation

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized officers as of the date first above written.

GRANTOR:

HOOTOO.COM INC.,
a California corporation

By: 
Name: Allen Fung
Title: CEO

SECURED PARTY:

EAST WEST BANK,
a California banking corporation


By: 
Name: Kelvin Chan
Title: Managing Director

EXHIBIT A

Copyrights

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application/Date</u>
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Exhibit A

BN 13138965v2

TRADEMARK
REEL: 005691 FRAME: 0207

EXHIBIT B

Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
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Exhibit B

BN 13138965v2

TRADEMARK
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EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Serial Number</u>	<u>Registration/ Filing Date</u>
ISMART	4691985/86336925	February 24, 2015/July 14, 2015
HOOTOO	4699879/86376639	March 10, 2015/August 26, 2014
HOOTOO	4699878/86376607	March 10, 2015/August 25, 2014
HOOTOO	4242892/85337950	November 13, 2012/June 3, 2011

Exhibit C

BN 13138965v2

TRADEMARK
REEL: 005691 FRAME: 0209

EXHIBIT D

Mask Works

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
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Exhibit D

BN 13138965v2

RECORDED: 12/14/2015

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