

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM373167

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Assignment of Security Interest in Trademark Collateral		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MEDLEY CAPITAL CORPORATION		11/02/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	MEDLEY CAPITAL LLC		
Street Address:	280 PARK AVENUE		
Internal Address:	6TH FLOOR EAST		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3207146	AW	
Registration Number:	3002388	CAL CM PLUS CONCENTRATED MINERALS	
CORRESPONDENCE DATA			
Fax Number:	3105572913		
<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:	310-557-2900		
Email:	klathrop@proskauer.com		
Correspondent Name:	PROSKAUER ROSE LLP		
Address Line 1:	2049 CENTURY PARK EAST, SUITE 3200		
Address Line 2:	C/O KIMBERLEY A. LATHROP		
Address Line 4:	LOS ANGELES, CALIFORNIA 90067		
ATTORNEY DOCKET NUMBER:	51494.007 ART WILSON		
NAME OF SUBMITTER:	Kimberley A. Lathrop		
SIGNATURE:	/Kimberley A. Lathrop/		
DATE SIGNED:	02/12/2016		
Total Attachments: 4			
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ASSIGNMENT OF SECURITY INTEREST IN TRADEMARK COLLATERAL

ASSIGNMENT dated as of November 2, 2015, from **MEDLEY CAPITAL CORPORATION**, a Delaware corporation, as Collateral Agent for the Secured Parties (in such capacity as Collateral Agent, the “Existing Agent”), to **MEDLEY CAPITAL LLC**, a Delaware limited liability company, as the successor Collateral Agent for the Secured Parties effective as of November 2, 2015 (together with its successors and assigns, the “Successor Agent”). All terms capitalized but not otherwise defined herein shall have the meanings as in the Trademark Security Agreement as defined below.

W I T N E S S E T H:

WHEREAS, pursuant to that certain Trademark Security Agreement, dated as of August 5, 2015 by ART WILSON CO., a Nevada corporation (the “Grantor”) in favor of the Existing Agent, recorded with the Trademark Assignment Division of the United States Patent and Trademark Office on August 5, 2015 at Reel 5593, Frame 0938 (the “Trademark Security Agreement”), the Grantor granted a security interest to the Existing Agent for the ratable benefit of the Secured Parties in certain Trademark Collateral including the trademarks set forth on Schedule 1 hereto; and

WHEREAS, the Existing Agent has assigned all of its rights, powers and privileges as Collateral Agent under the Trademark Security Agreement to the Successor Agent; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and upon the terms set forth in this Assignment, the Existing Agent hereby acknowledges and agrees as follows:

1. Definitions. The term “Trademark Collateral” shall have the meaning ascribed to it in the Trademark Security Agreement, and includes, without limitation, those items listed on Schedule 1 hereto.

2. Assignment of Security Interest. The Existing Agent hereby assigns all of its rights, powers and privileges under the Trademark Security Agreement, including those respecting the Trademark Collateral, to the Successor Agent.

3. Further Assurances. Subject to the terms of that certain Resignation of Agent and Appointment of Successor Agent Agreement, dated as of November 2, 2015, the Existing Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect this Assignment.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned has executed this Assignment of Security Interest in Trademarks by its duly authorized officer as of the date first written above.

EXISTING AGENT:


MEDLEY CAPITAL CORPORATION

By: 
Name: Richard T. Allorto
Title: Chief Financial Officer

Accepted and Agreed:

SUCCESSOR AGENT:



MEDLEY CAPITAL LLC,
as Collateral Agent

By: _____

Name: Richard T. Allorto

Title: Chief Financial Officer

Schedule 1

Trademark	Application Number (Application Date)	Registration Number (Registration Date)
AW (Stylized) 	76645143 (August 18, 2005)	3207146 (February 13, 2007)
CAL CM PLUS CONCENTRATED MINERALS and Design 	76565508 (December 16, 2003)	3002388 (September 27, 2005)