

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM375355

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Luke's Locker Incorporated		02/25/2016	CORPORATION: TEXAS
RECEIVING PARTY DATA			
Name:	Gemcap Lending I, LLC		
Street Address:	24955 Pacific Coast Highway, Suite A202		
City:	Malibu		
State/Country:	CALIFORNIA		
Postal Code:	90265		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3637177	LUKE S LOCKER	
CORRESPONDENCE DATA			
Fax Number:			
<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:	212-586-5800		
Email:	rboghosian@ctswlaw.com		
Correspondent Name:	Robert A. Boghosian		
Address Line 1:	420 Lexington Ave, #2400		
Address Line 4:	New York, NEW YORK 10170		
NAME OF SUBMITTER:	Robert A. Boghosian		
SIGNATURE:	/Robert A. Boghosian/		
DATE SIGNED:	03/02/2016		
Total Attachments: 7			
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PATENT AND TRADEMARK SECURITY AGREEMENT

This Patent Trademark Security Agreement, dated as of February 25, 2016 (this "Agreement"), made by LUKE'S LOCKER INCORPORATED, a Texas corporation with a principal place of business located at 1344 Crampton Street, Dallas, TX 75207, THE QUALITY LIFESTYLE I, LTD., a Texas limited partnership with a principal place of business located at 1344 Crampton Street, Dallas, TX 75207 and 2L AUSTIN, LLC, a Texas limited liability company with a principal place of business located at 1344 Crampton Street, Dallas, TX 75207 (each, individually, and together, "Grantor"), on a joint and several basis, 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 patents identified on **Exhibit 1** hereto (collectively, the "Patents"); and

WHEREAS, the Grantor has an ownership interest in the trademarks identified on **Exhibit 2** hereto (collectively, the "Trademarks"); and

WHEREAS, the Grantor 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 granted to grant to Lender a security interest in all of its property and assets, including, without limitation, the Patents and Trademarks, to secure the performance of Grantor's obligations under the Loan Agreement and the other Loan Documents; 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 Patents and Trademarks and the assignment of the Patents and 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. The Grantor does hereby acknowledge and confirm that the Patents and Trademarks and the goodwill associated therewith constitute Intellectual Property included in the Collateral pledged by Grantor to Lender pursuant to the Loan Agreement.
2. The Grantor further acknowledges and confirms that the rights and remedies of Lender with respect to the Patents and 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 Patents and Trademarks and the goodwill associated therewith in favor of Lender, and (b) effect a transfer of the Patents and 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 Patent and Trademark Security Agreement as of the day and year first above written.

LUKE'S LOCKER INCORPORATED

By: 
Matt Lucas, President

THE QUALITY LIFESTYLE I, LTD.

By: THE QUALITY LIFESTYLE, INC.,
a Texas corporation, its general partner

By: 
Matt Lucas, President

2L AUSTIN, LLC

By: 
Matt Lucas, President

ACCEPTED AND AGREED:

LENDER:

GEMCAP LENDING I, LLC

By: 
David Ellis, Co-President

[SIGNATURE PAGE -- PATENT AND TRADEMARK SECURITY AGREEMENT]

EXHIBIT 1

Patents

COUNTRY	APPLN NO	APPLN DATE	STATUS	GRANT NO	GRANT DATE
None					

PENDING DIVISIONAL APPLICATIONS

COUNTRY	APPLN NO	APPLN DATE	STATUS		
None					

EXHIBIT 2

Trademarks

Serial No. / Registration No.	Item	Status	Filing Date	Date Registered	Registrant
3637177	Luke's Locker & Design mark	Registered	04/30/2008	06/16/2009	Luke's Locker Incorporated

EXHIBIT A

ASSIGNMENT OF PATENTS AND TRADEMARKS

This **ASSIGNMENT OF PATENTS AND TRADEMARKS** (this "Assignment"), dated as of _____, 201_ made by by LUKE'S LOCKER INCORPORATED, a Texas corporation with a principal place of business located at 1344 Crampton Street, Dallas, TX 75207, THE QUALITY LIFESTYLE I, LTD., a Texas limited partnership with a principal place of business located at 1344 Crampton Street, Dallas, TX 75207 and 2L AUSTIN, LLC, a Texas limited liability company with a principal place of business located at 1344 Crampton Street, Dallas, TX 75207 (each, individually, and together, "Assignor"), on a joint and several basis, in favor of 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 Patents described on **Exhibit 1** attached hereto (the "Patents"); and

WHEREAS, Assignor has an ownership interest in the Trademarks described on **Exhibit 2** attached hereto (the "Trademarks"); and

WHEREAS, Assignor and Lender are parties to that certain Loan and Security Agreement, dated as of February 25, 2016 (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 Assignor's property and assets to including the Patents and 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 Trademark to the Lender or its designee as set forth herein (such party, the "Assignee").

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

1. Assignment of Trademarks. Assignor hereby assigns, transfers, and conveys to _____, a _____ with offices at _____ (the "Assignee") all of Assignor's right, title and interest in and to the Trademarks together with the goodwill associated therewith.

2. Assignment of Patents. Assignor hereby assigns, transfers, and conveys to Assignee all of Assignor's right, title and interest in and to the Patents together with the goodwill associated therewith.

3. 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:

LUKE'S LOCKER INCORPORATED

By: _____
Name: _____
Title: _____

THE QUALITY LIFESTYLE I, LTD.

By: THE QUALITY LIFESTYLE, INC.,
a Texas corporation, its general partner

By: _____
Name: _____
Title: _____

2L AUSTIN, LLC

By: _____
Name: _____
Title: _____