

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM414736

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
HUNTER VAUGHAN, LLC		12/30/2016	Limited Liability Company: CALIFORNIA
BW XIV, LLC		12/30/2016	Limited Liability Company: CALIFORNIA
BW SIMPLY MASSAGE, LLC		12/30/2016	Limited Liability Company: CALIFORNIA
BW SUPPLIES, LLC		12/30/2016	Limited Liability Company: CALIFORNIA
BW ACADEMY, LLC		12/30/2016	Limited Liability Company: CALIFORNIA
BWDS, LLC		12/30/2016	Limited Liability Company: CALIFORNIA
BW XV, LLC		12/30/2016	Limited Liability Company: CALIFORNIA
BW X, LLC		12/30/2016	Limited Liability Company: CALIFORNIA
BW XI, LLC		12/30/2016	Limited Liability Company: CALIFORNIA
BW SUPPLIES NEVADA, LLC		12/30/2016	Limited Liability Company: NEVADA
BW ONLINE, LLC		12/30/2016	Limited Liability Company: CALIFORNIA

## RECEIVING PARTY DATA

<b>Name:</b>	HCAP FUND III, L.P.
<b>Street Address:</b>	3636 Nobel Drive, Suite 401
<b>City:</b>	San Diego
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	92122
<b>Entity Type:</b>	Limited Partnership: DELAWARE

## PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
<b>Registration Number:</b>	3198177	H2V

CH \$40.00 3198177

**CORRESPONDENCE DATA****Fax Number:** 8585506420*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.***Phone:** 858-550-6433**Email:** jmfitzpatrick@cooley.com**Correspondent Name:** JENNIFER FITZPATRICK**Address Line 1:** C/O COOLEY LLP**Address Line 2:** 4401 EASTGATE MALL**Address Line 4:** SAN DIEGO, CALIFORNIA 92121**ATTORNEY DOCKET NUMBER:** 329735-101 Burke Willaims**NAME OF SUBMITTER:** JENNIFER FITZPATRICK**SIGNATURE:** /JENNIFER FITZPATRICK/**DATE SIGNED:** 02/02/2017**Total Attachments: 10**

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This instrument and the rights and obligations evidenced hereby are subordinate in the manner and to the extent set forth in that certain Subordination and Intercreditor Agreement (the "**Subordination Agreement**") dated as of December 30, 2016 among HCAP Fund III, L.P., Opus Bank ("**Senior Lender**") and Burke Williams, Inc. (the "**Company**"), to the indebtedness (including interest) owed by the Company to Senior Lender pursuant to that certain Credit Agreement dated as of March 30, 2016 among the Company and Senior Lender, as such Credit Agreement has been and hereafter may be amended, supplemented or otherwise modified from time to time, to indebtedness refinancing the indebtedness under that agreement as contemplated by the Subordination Agreement, and to the liens securing the foregoing indebtedness; and each holder of this instrument, by its acceptance hereof, irrevocably agrees to be bound by the provisions of the Subordination Agreement. In the event of any conflict between this agreement and the Subordination Agreement, the Subordination Agreement shall control.

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (the "**Agreement**") is entered into as of December 30, 2016, by and between HCAP FUND III, L.P., a Delaware limited partnership, as Lender pursuant to (and as described in) the Loan Agreement (defined below) ("**Lender**") and HUNTER VAUGHAN, LLC, a California limited liability company ("**Hunter Vaughan**") and each of the parties listed on Annex A attached hereto (each, including Hunter Vaughan, a "**Guarantor**" and collectively, with Hunter Vaughan, the "**Guarantors**").

WHEREAS, Lender has agreed to make certain advances of money and to extend certain financial accommodations to Burke Williams, Inc. ("**Borrower**") under that certain Loan and Security Agreement by and between Lender and Borrower, dated of even date herewith (as amended from time to time and including each document referenced therein, the "**Loan Agreement**"; capitalized terms used herein are used as defined in the Loan Agreement). Lender is willing to extend credit and make other financial accommodations to Borrower under the Loan Agreement, but only upon the condition, among others, that each Guarantor shall guaranty the Obligations.

Pursuant to the terms of that certain Unconditional Guaranty dated as of the date hereof executed by Guarantors in favor of Lender (as the same may be amended, modified or supplemented from time to time, the "**Guaranty**") and that certain Third Party Security Agreement dated as of the date hereof by and between Guarantors and Lender (as the same may be amended, modified or supplemented from time to time, the "**Security Agreement**"), each Guarantor has granted to Lender a security interest in all of such Guarantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral (as defined in the Security Agreement).

NOW, THEREFORE, each Guarantor agrees as follows:

To secure its obligations under the Guaranty and Security Agreement and under any other agreement now existing or hereafter arising between Guarantors and Lender, each Guarantor grants to Lender, a security interest in all of such Guarantor's right, title and interest in, its Intellectual Property (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto) and all proceeds thereof (such as, by way of example but

not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

The rights and remedies of Lender with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement, Guaranty and Security Agreement and other rights now or hereafter available to Lender as a matter of law or equity. Each right, power and remedy of Lender provided for herein or in the Loan Agreement, Guaranty and Security Agreement or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein, and the exercise by Lender of any one or more of the rights, powers or remedies provided for in this Agreement, the Loan Agreement, Guaranty and Security Agreement or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Lender, of any or all other rights, powers or remedies.

Each Guarantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which such Guarantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office or any other agency of any state or country responsible for the registration of any patent, trademark, copyright, or similar protection, as applicable. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

*[SIGNATURE PAGE FOLLOWS]*

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

Address of Guarantors:

8927 Lindblade Street  
Culver City, CA 90232

**GUARANTORS:**

HUNTER VAUGHAN, LLC

*BY Bunke Williams Fax*

By: *William Armour*

Name: William Armour

Title: *President*

BW XIV, LLC

*BY: Bunke Williams Fax*

By: *William Armour*

Name: William Armour

Title: *President*

BW SIMPLY MESSAGE, LLC

*BY Bunke Williams Fax*

By: *William Armour*

Name: William Armour

Title: *President*

BW SUPPLIES, LLC

*BY: Bunke Williams Fax*

By: *William Armour*

Name: William Armour

Title: *President*

**GUARANTORS:**

BW ACADEMY, LLC

*BY Burke Williams Inc*

By: *William Armour*

Name: William Armour

Title: *President*

BWDS, LLC

*BY Burke Williams Inc*

By: *William Armour*

Name: William Armour

Title: *President*

BW XV, LLC

*BY Burke Williams Inc*

By: *William Armour*

Name: William Armour

Title: *President*

BW X, LLC

*BY Burke Williams Inc*

By: *William Armour*

Name: William Armour

Title: *President*

BW XI, LLC

*BY Burke Williams Inc*

By: *William Armour*

Name: William Armour

Title: *President*

**GUARANTORS:**

BW SUPPLIES NEVADA, LLC

BY: *Bunke Williams Inc*

By: *William Armour*

Name: William Armour

Title: *President*

BW ONLINE, LLC

BY *Bunke Williams Inc*

By: *William Armour*

Name: William Armour

Title: *President*

Address of Lender:

3636 Nobel Drive, Suite 401  
San Diego, CA 92122  
Attention: Frank Mora  
Fax: (858) 259-0074

**LENDER:**

HCAP FUND III, L.P.

By: HMFC III LLC

Its: General Partner

By: 

\_\_\_\_\_  
Name: Frank Mora

Title: Member

[Signature Page to Intellectual Property Security Agreement - Guarantors]

**TRADEMARK**  
**REEL: 005979 FRAME: 0982**



ANNEX A  
GUARANTORS

1. HUNTER VAUGHAN, LLC, a California limited liability company
2. BW XIV, LLC, a California limited liability company
3. BW SIMPLY MASSAGE, LLC, a California limited liability company
4. BW SUPPLIES, LLC, a California limited liability company
5. BW ACADEMY, LLC, a California limited liability company
6. BWDS, LLC, a California limited liability company
7. BW XV, LLC, a California limited liability company
8. BW X, LLC, a California limited liability company
9. BW XI, LLC, a California limited liability company
10. BW SUPPLIES NEVADA, LLC, a Nevada limited liability company
11. BW ONLINE, LLC, a California limited liability company

EXHIBIT A - IP SECURITY AGREEMENT

Copyrights

<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
<b>None.</b>		

EXHIBIT B - IP SECURITY AGREEMENT

Patents

<u>Description</u>	Registration or Serial <u>Number</u>	Registration or File <u>Date</u>
<b>None.</b>		

EXHIBIT C - IP SECURITY AGREEMENT

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
H2V	3,198,177	01/16/07