

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM414729

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BURKE WILLAIMS, INC.		12/30/2016	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	HCAP FUND III, L.P.		
Street Address:	3636 Nobel Drive, Suite 401		
City:	SAN DIEGO		
State/Country:	CALIFORNIA		
Postal Code:	92122		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	87254121	SIMPLY MASSAGE	
Registration Number:	4285593	BEYOND THE SPA	
Registration Number:	3144488	BURKE WILLIAMS	
CORRESPONDENCE DATA			
Fax Number:	8585506420		
<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:	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 Williams		
NAME OF SUBMITTER:	JENNIFER FITZPATRICK		
SIGNATURE:	/JENNIFER FITZPATRICK/		
DATE SIGNED:	02/02/2017		
Total Attachments: 7			
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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 BURKE WILLIAMS, INC., a California corporation ("**Borrower**").

WHEREAS, Lender has agreed to make certain advances of money and to extend certain financial accommodations to 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. Pursuant to the terms of the Loan Agreement, Borrower has granted to Lender a security interest in its personal property.

NOW, THEREFORE, Borrower agrees as follows:

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Borrower and Lender, Borrower grants to Lender, a security interest in all of Borrower'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 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, 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, 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.

Borrower represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Borrower 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 Borrower:

8927 Lindblade Street
Culver City, CA 90232

BORROWER:

BURKE WILLIAMS, INC.

By: 
Name: William Amador
Title: President

[Signature Page to Intellectual Property Security Agreement - Borrower]

TRADEMARK
REEL: 005981 FRAME: 0105

Address of Lender:

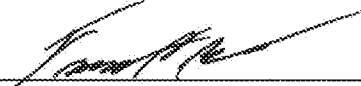
3636 Nobel Drive, Suite 401
San Diego, CA 92122
Attention: Frank Mora
Fax: (858) 259-0074

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 - Borrower]

TRADEMARK
REEL: 005981 FRAME: 0106

EXHIBIT A - IP SECURITY AGREEMENT

Copyrights

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

EXHIBIT B - IP SECURITY AGREEMENT

Patents

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

EXHIBIT C - IP SECURITY AGREEMENT

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
SIMPLY MASSAGE	87/254,121	12/01/2016
BEYOND THE SPA	4,285,593	02/05/2013
BURKE WILLIAMS	3,144,488	09/19/06